Appendix 1A

MOU Among Groundwater Sustainability Agencies in the Corning Subbasin

MEMORANDUM OF UNDERSTANDING AMONG GROUNDWATER SUSTAINABILITY AGENCIES IN THE CORNING SUBBASIN

This MEMORANDUM OF UNDERSTANDING ("Agreement") establishing cooperation among the Corning Subbasin Groundwater Sustainability Agencies (GSAs) is made and entered into and effective upon the date when the last Member Agency signs this Agreement ("Effective Date") by and among the public agencies listed on the attached Exhibit A ("Members").

Recitals

WHEREAS, in 2014, the California legislature adopted, and the Governor signed into law, three bills (SB 1168, AB 1739, and SB 1319) collectively referred to as the "Sustainable Groundwater Management Act" ("SGMA"), that initially became effective on January 1, 2015, and that has been amended from time-to-time thereafter; and

WHEREAS, the stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority, and technical and financial assistance necessary, to sustainably manage groundwater; and

WHEREAS, SGMA requires the designation of Groundwater Sustainability Agencies ("GSAs") for the purpose of achieving groundwater sustainability through the adoption and implementation of Groundwater Sustainability Plans ("GSPs") or an alternative plan for all medium and high priority basins as designated by the California Department of Water Resources ("DWR"); and

WHEREAS, Section 10720.7 of SGMA requires all basins designated as high or medium priority basins by the DWR in its Bulletin 118 be managed under a GSP or coordinated GSPs pursuant to SGMA; and

WHEREAS, the Corning Subbasin is designated subbasin number 5-021.51 in the most recent edition of the DWR Bulletin 118; and

WHEREAS, Water Code Section 10723 (a) authorized local agencies with water supply, water management or land-use responsibilities overlying a groundwater basin to elect to become a GSA to manage groundwater within the basin; and

WHEREAS, the County of Glenn and Glenn-Colusa Irrigation District (GCID), local agencies eligible to become GSAs, established the Corning Subbasin GSA through a Memorandum of Agreement (MOA) attached hereto as Appendix A, to serve as the GSA for the portion of the Corning Subbasin within the jurisdictional boundary of the County of Glenn; and

WHEREAS, Tehama County Flood Control and Water Conservation District is the GSA for the portion of the Corning Subbasin within the jurisdictional boundary of the County of Tehama; and

WHEREAS, The Members have determined that the sustainable management of the subbasin pursuant to SGMA may best be achieved through the cooperation of the Members operating through this Agreement; and

WHEREAS, the Members agree that this Agreement does not establish, nor is it intended to establish, a GSA; and

WHEREAS, the Members desire, through this Agreement, to enter into this Agreement for the purposes of organizing the GSAs in the Corning Subbasin and cooperating in the development of a single GSP for the Corning Subbasin; and

WHEREAS, each Member has determined it to be in the Member's best interest and in the public interest that this Agreement be executed;

NOW THEREFORE, in consideration of the matters recited and the mutual promises, covenant, and conditions set forth in this Agreement, the Members hereby agree as follows:

TERMS OF AGREEMENT

ARTICLE 1. DEFINITIONS

As used in this Agreement, unless context requires otherwise, the meanings of the terms set forth below shall be as follows:

1.1. "Advisory Board" means a committee comprised of representatives from each GSA that is publicly noticed in compliance with the Ralph M. Brown Act that makes advisory recommendations to the GSAs, as further described in Article 7 of this Agreement.

1.2. "Agreement" means this Memorandum of Understanding.

1.3. "Basin" means the Corning Subbasin, to reflect the most recent DWR Bulletin 118 boundaries and as currently shown on the map attached to this Agreement as Exhibit B, which is incorporated herein by this reference.

1.4. "Committee" means any committee established pursuant to Article 8 of this Agreement.

1.5. "Coordination Agreement" means a required agreement that must be submitted to DWR in cases where GSAs develop multiple GSPs within a basin. The Coordination Agreement must demonstrate how multiple GSPs can achieve the sustainability goal for the basin.

1.6. "Effective Date" means the date on which the last Member executes this Agreement.

1.7. "Fiscal Year" means July 1 through June 30.

1.8. "GSA" means a groundwater sustainability agency.

1.9. "GSP" means a groundwater sustainability plan.

1.10. "Management Area" refers to an area within a basin for which a GSP may identify different minimum thresholds, measurable objectives, monitoring, or projects and management actions based on differences in water use sector, water source type, geology, aquifer characteristics, or other factors.

1.11. "Member" means each party to this Agreement that satisfies the requirements of section 6 of this Agreement, including any new members pursuant to Section 6 of this Agreement.

1.12. "Member's Governing Body" means the board of directors, trustees or other voting body that controls the individual public agencies that are Members.

1.13. "SGMA" has the meaning assigned to it in the first Recital of the Agreement.

1.14. "Specific Project" means a project undertaken by one or more, but not necessarily all Members, pursuant to Article 11 of this Agreement.

1.15. "State" means the State of California.

ARTICLE 2. PURPOSE OF THE AGREEMENT

2.1. The purpose of this Agreement is to: (a) develop and implement a single GSP; (b) cooperatively carry out the purposes of SGMA; and (c) develop, adopt, and implement a legally sufficient GSP for the Basin in order to implement SGMA requirements and achieve the sustainability goals outlined in SGMA; (d) to coordinate basinwide public involvement and stakeholder outreach and engagement in developing and implementing the Corning Subbasin GSP; and (e) to maintain mutual respect for the autonomy of individual Members and preservation of each Member's separate legal authorities, powers, duties and rights as separate public agencies and GSAs, except as set forth in this Agreement.

ARTICLE 3. TERM

3.1. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until terminated pursuant to the provisions of Article 13.

3.2. By execution hereof, each Member certifies and declares that it is a legal entity that is authorized to be a Groundwater Sustainability Agency pursuant to California Water Code § 10723.

ARTICLE 4. PRESERVATION OF POWERS

4.1 Preservation of Powers. Each Member retains its powers granted through SGMA. Each Member reserves its rights, in its sole and absolute discretion, and all Members confirm that nothing contained herein shall:

4.1.1 Alter any water right, contract right, or any similar right held by its Members or any Member's landowners or customers, or amend a Member's water delivery practice, course of dealing, or conduct.

4.1.2 Limit or interfere with the respective Members' rights and authorities over their own internal matters, including, but not limited to, an agency's legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters.

4.1.3 Modify or limit a Member's police powers, land use authorities, well permitting or any other authority.

ARTICLE 5. BASIN COOPERATION

5.1 Within the Basin. Each Member recognizes the benefits of cooperation amongst the GSAs within the Corning Subbasin and, to that end, will in good faith, and with the consent of each Member's governing body, take actions to help effect the timely adoption of a GSP for the entire Basin and satisfy its ongoing obligations under SGMA, including the implementation and enforcement, if necessary, of the GSP. Such cooperation shall include, but not be limited to, prompt delivery of all necessary data and information to prepare the GSP and taking of all necessary actions to review, adopt and implement the GSP, including filing of annual reports and documents required by SGMA. The Members shall, whenever and as often as reasonably requested to do so by any other Member, 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 Member to carry out the purposes and intent of this Agreement.

5.2 Coordination between Basins. If consistent with this Agreement, including Article 4 (Preservation of Powers), and if required to comply with SGMA, the Members shall strive to coordinate between and among the other adjoining subbasins in complying with SGMA, which may include agreement to certain areas of coordination.

ARTICLE 6. MEMBERS

6.1. Initial Members. The initial Members of this Agreement shall be the Corning Subbasin GSA and Tehama County Flood Control and Water Conservation District.

6.2. New Members. Additional Parties may join the Agreement and become a Member provided that the prospective new member: (a) is an established GSA as provided by SGMA (Water Code §10723); (b) pays its share of all previously incurred costs, if any; (c) pays all applicable fees and charges, if any; and (d) receives unanimous consent of the existing Members, evidenced by the execution of a written amendment to this Agreement signed by all Members, including the additional public agency.

6.3 Role of Members. Each Member agrees to cooperate in the development of a single GSP for the Corning Subbasin pursuant to the terms of this Agreement, and to comply with implementation of SGMA. This support will involve the following types of actions:

6.3.1. The Members will provide designated staff to support facilitating the development and implementation of the GSP by making available staff time, information, services, and facilities within available resources.

6.3.2. Contributions of funds and of personnel, services, equipment, or property may be made by any Member for any of the purposes of this Agreement, provided that no repayment will be made for such contributions unless otherwise agreed upon in accordance with Article 9.

ARTICLE 7. CORNING SUBBASIN ADVISORY BOARD

7.1. Formation of the Corning Subbasin Advisory Board. This Agreement shall hereby establish an Advisory Board. The Advisory Board shall meet at least annually. Without amending this Agreement, the composition of the Advisory Board may be altered from time to time to reflect the withdrawal of any Member Director and/or the admission of any New Member Director. The Advisory Board **shall be known as the** "Corning Subbasin Advisory Board." The Advisory Board shall consist of the following representatives, who shall be appointed in the manner set forth in Article 7:

7.1.1. Three (3) representatives appointed by the governing body of each Member, at least one of whom **shall be a member of the governing body (each, a "Member Director").**

7.1.2 One (1) alternate representative appointed by the governing board of each Member, who shall be a member of the governing body or designee of the Member (each, an **"Alternate Member Director").**

7.2 Purpose of the Corning Subbasin Advisory Board. The purpose of the Advisory Board shall be to establish: 1) a GSA cooperation forum of Member Directors; 2) a publicly noticed meeting and process pursuant the Ralph M. Brown Act for public involvement in GSP development and implementation in the Basin; 3) a mechanism whereby Members raise, and attempt in good faith to resolve, any disputes that may occur between and among Members pursuant to Article 9.2 of this Agreement; and 4) to make advisory recommendations to the Members concerning development and implementation of the GSP. All decision-making authority resides with each Member's governing bodies pursuant Article 9 of this Agreement.

7.3. Alternate Member Directors. Alternate Member Directors shall not participate as a Member Director in any discussions or deliberations of the Advisory Board unless appearing as a substitute for a Member Director due to absence. If the Member Director is not present, the Alternate Member Director appointed to act in his/her place shall have the authority to act in his/her absence. Alternate Member Directors are encouraged to attend all Advisory Board meetings and stay informed on current issues before the Advisory Board.

7.4. Terms. The term for each member of the Advisory Board is four (4) years and these individuals may be reappointed. Each Member Director and Alternate Member Director shall serve at the pleasure of the appointing Member's **Governing Body** and may be removed from the Advisory Board by the appointing Member's Governing Body at any time. If at any time a vacancy occurs on the Advisory Board, a replacement shall be appointed by the appropriate Member to fill the unexpired term of the previous Member Director's **seat** pursuant to this Article 7 and within ninety (90) days of the date that such position becomes vacant.

7.5. Removal of Advisory Board Member Directors. A Director who no longer meets the qualifications set forth in section 7.1.1 is automatically removed from the Advisory Board. Upon removal of a Member Director, the Alternate Member Director shall serve as a Member Director until a new Member Director is appointed.

ARTICLE 8. COMMITTEE FORMATION

8.1 Other Committees. The Advisory Board may, upon majority vote, form committees to assist in the implementation of this Agreement and SGMA, including committees comprised of staff representatives from the Members, technical advisory committees, stakeholder advisory committees, and others. Committee meetings shall be noticed to and open to other Members.

ARTICLE 9. DECISION-MAKING AND DISPUTE RESOLUTION

9.1. Decision-making Authority. Decision-making authority resides with the respective Members' governing bodies. Topics where the Members desire coordinated decision making will be considered by the Advisory Board, and the Member Directors will strive for unanimous recommendations that will be presented to each Member's governing bodies for consideration.

9.2 Dispute Resolution. It is the desire of Members to informally resolve all disputes and controversies related to this Agreement, whenever possible, at the least possible level of formality and cost. If a dispute occurs, the disputing members shall meet and confer in an attempt to resolve the matter. If informal resolution cannot be achieved, the matter will be referred to the Advisory Board for resolution. The Advisory Board may engage the services of a trained mediator, or resort to all available legal and equitable remedies, to resolve disputes, the costs of which would be equitably shared upon agreement of disputing Members.

ARTICLE 10. MANAGEMENT AREAS

10.1 Formation of Management Areas. The Member Agencies may form Management Areas within the Basin consistent with Article 1.13 of this Agreement.

ARTICLE 11. SPECIFIC PROJECTS

11.1. Member Specific Projects. In addition to the general activities undertaken by Members of this Agreement, individual Members may initiate specific projects to implement or comply with SGMA or the GSP that involve less than all Members, provided such Member or Members enter into a Project Agreement.

11.2. Project Agreement. Prior to undertaking any Member specific project in Section 11.1 that does not involve all Member Agencies, the Members electing to participate in the Project shall enter into a Project Agreement. A Member may elect not to participate in a specific project matter by providing notice and not entering into the Project Agreement specific to the matter in which the Member has elected not to participate. Each Project Agreement shall provide the terms and conditions by which the Members that enter into the Project Agreement will participate in the Project. All assets, rights, benefits, and obligations attributable to the Project shall be assets, rights, benefits, and obligations of those Members which have entered into the Project Agreement. Any debts, liabilities, obligations, or indebtedness incurred in regard to a particular Project shall be the debts, liabilities, obligations, and indebtedness of those Members who have executed the Project Agreement in accordance with the terms thereof and shall not be the debts, liabilities, obligations, and indebtedness of those Members who have not executed the Project Agreement.

ARTICLE 12. FINANCIAL PROVISIONS

12.1. Funding and Contributions. This Agreement shall be initially funded through a GSP grant awarded by the DWR to the County of Glenn and through in-kind contributions of Members. In subsequent years and as needed, continuing cooperation may be funded by additional Member contributions. If the Members decide 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 Members in advance of executing any contracts with consultants, vendors, or other contractors or incurring any expense. Such written approval for cost-sharing shall be subject to any necessary approvals required by each Member's governing body or designee pursuant to that Member'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 the Members and will be expected to work with the Members on a collective basis and with each Member on an individual basis, as needed. Such contracts shall be made enforceable by the Members. The contracts shall include appropriate indemnity and insurance provisions agreed upon by the Members. In the event a Member of this Agreement acts as the official contracting party and executes a contract on behalf of the Members (the "Contracting Party"), the Contracting Party:

12.1.1. shall comply with all applicable local, state, and federal laws including, without limitation, the California Public Contract code and California Labor Code;

12.1.2. shall provide the other Members a reasonable opportunity to review any bids received and to review and provide input on any draft contract prior to its execution;

12.1.3. shall not approve any change orders that increase the cost of the original contract by more than 10% without prior consultation and written consent of the other Members;

12.1.4. shall provide diligent oversight of the work conducted by any contractor, vendor, or consultant under contract executed pursuant to this Agreement; and

12.1.5 shall maintain complete, accurate, and clearly identifiable records with respect to all contracts executed, and provide to the other Members, upon reasonable request, all records, documents, reports, conclusions, work product, and other information related in any way to any contract executed on behalf of the Members pursuant to this Agreement.

ARTICLE 13. WITHDRAWAL AND TERMINATION

13.1 Any Member may terminate this Agreement upon sixty (60) days written notice. The Members shall meet and confer during the 60-day notice period regarding: (a) whether as a result of the termination, a coordination agreement or other arrangement is necessary to satisfy SGMA requirements; (b) any other issues and steps that are necessary to avoid triggering a probationary status determination by the State Water Resources Control Board.

13.1.1 In the event that there are more than two Members to this Agreement, the Agreement shall continue and remain in effect unless and until terminated by the written

unanimous consent of the Members.

13.1.2 In the event that there are more than two Members to this Agreement, any Member may decide, in its sole discretion, to withdraw from this Agreement by providing 60-days written notice to the other Members. A member that withdraws from this Agreement shall remain obligated to pay its share of costs and expenses incurred or accrued under this Agreement and any related cost-sharing agreement or arrangement up to the date that member provides notice of withdrawal as provided herein. In the event of withdrawal by one of the Members, the Members shall meet and confer during the 60-day notice period regarding: (a) whether, as a result of the withdrawal, a coordination agreement or other arrangement with the withdrawing member is necessary to satisfy SGMA requirements; and (b) any other issues and steps that are necessary to avoid triggering a probationary status determination of the Corning Subbasin and State Water Resources Control Board intervention.

13.1.3 Withdrawal shall not be effective until the Members have met, conferred and satisfactorily attempted to resolve associated issues to ensure that the withdrawal does not cause the Corning Subbasin to be noncompliant with SGMA and potentially subject the Subbasin to probationary status. Withdrawing Members or the withdrawing Member's successor GSA shall be entitled to utilize the GSP for future implementation of SGMA within its GSA boundaries.

13.2. Termination of Agreement. This Agreement may be terminated by unanimous written consent of all Members.

13.3. Involuntary Termination. The Members acknowledge that SGMA requires that multiple GSPs within a given Basin must be coordinated by using the same data and methodologies for certain required technical assumptions and that the entire Subbasin must be covered by one or more GSPs for the Basin to be deemed in compliance with SGMA. As a result and in the event that there are more than two Members to this Agreement, upon unanimous recommendation by the Advisory Board and determination by the respective Members' governing bodies that the actions of any Member: 1) fail to comply with the terms of this Agreement; or 2) conflict with or undermines the preparation and implementation of the requirements of SGMA, upon resolution from the remaining Member agencies' governing bodies may terminate that Member's membership in this Agreement, provided that prior to any Advisory Board vote to remove a Member involuntarily, the Members have engaged in at least the informal dispute resolution process as set forth in Section 9.2.

13.4. Right of Member in Event of Withdrawal or Termination. Upon any withdrawal or termination of this Agreement, any Member shall be entitled to use data or other information developed through this Agreement during its time as a Member.

ARTICLE 14. MISCELLANEOUS

14.1. No Predetermination or Irretrievable Commitment of Resources. Nothing in this Agreement shall constitute a determination by any of its Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without

limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, has been completed.

14.2. Notices. Notices hereunder shall be sufficient if delivered via electronic mail or First-Class mail with acknowledgment of receipt to the addresses as specified in Exhibit A.

14.3. Amendment. This Agreement may be amended at any time, by unanimous agreement of the Members, provided that before any amendments shall be operative or valid, they shall be in writing and signed by all Members hereto.

14.4. Agreement Complete. This Agreement constitutes the full and complete agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

14.5. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

14.6. Execution in Counterparts. The Parties intend to execute this Agreement in counterparts. It is the intent of the Parties to hold one (1) counterpart with single original signatures to evidence the Agreement and to thereafter forward four (4) other original counterparts on a rotating basis for all signatures. Thereafter, each Member shall be delivered an originally executed counterpart with all Member signatures.

14.7. Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by the courts to be illegal or in excess of that Member's authority or in conflict with any law, the validity of this Agreement as to the remaining Members shall not be affected thereby.

14.8. Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

14.9. Binding on Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors or assigns of the Members.

14.10. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and any legal action related to the terms of this Agreement will be filed in either Glenn or Tehama County Superior Court.

14.11. Mutual Indemnification. Each Member shall indemnify and hold harmless the other Members of this agreement, their officers and employees from and against damages, liabilities, losses, costs, and expenses, but only to the extent caused by the negligent acts, errors or omissions of the Member, or of those for whom the Member is legally liable, which arise out of the Member's performance of its actions in conformity with this agreement.

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 date of execution of this Agreement.

By: _____ Date: 12/17/19
Chair of the Board of Supervisors, County of Glenn (on behalf of Corning Subbasin GSA)

By: _____ Date: 12/12/19
Chair of the Board of Directors, Glenn-Colusa Irrigation District (on behalf of Corning Subbasin GSA)

By: _____ Date: 1/7/2020
Chair of the Board of Directors, Tehama County Flood Control and Water Conservation District

EXHIBIT A: MEMBER AGENCIES

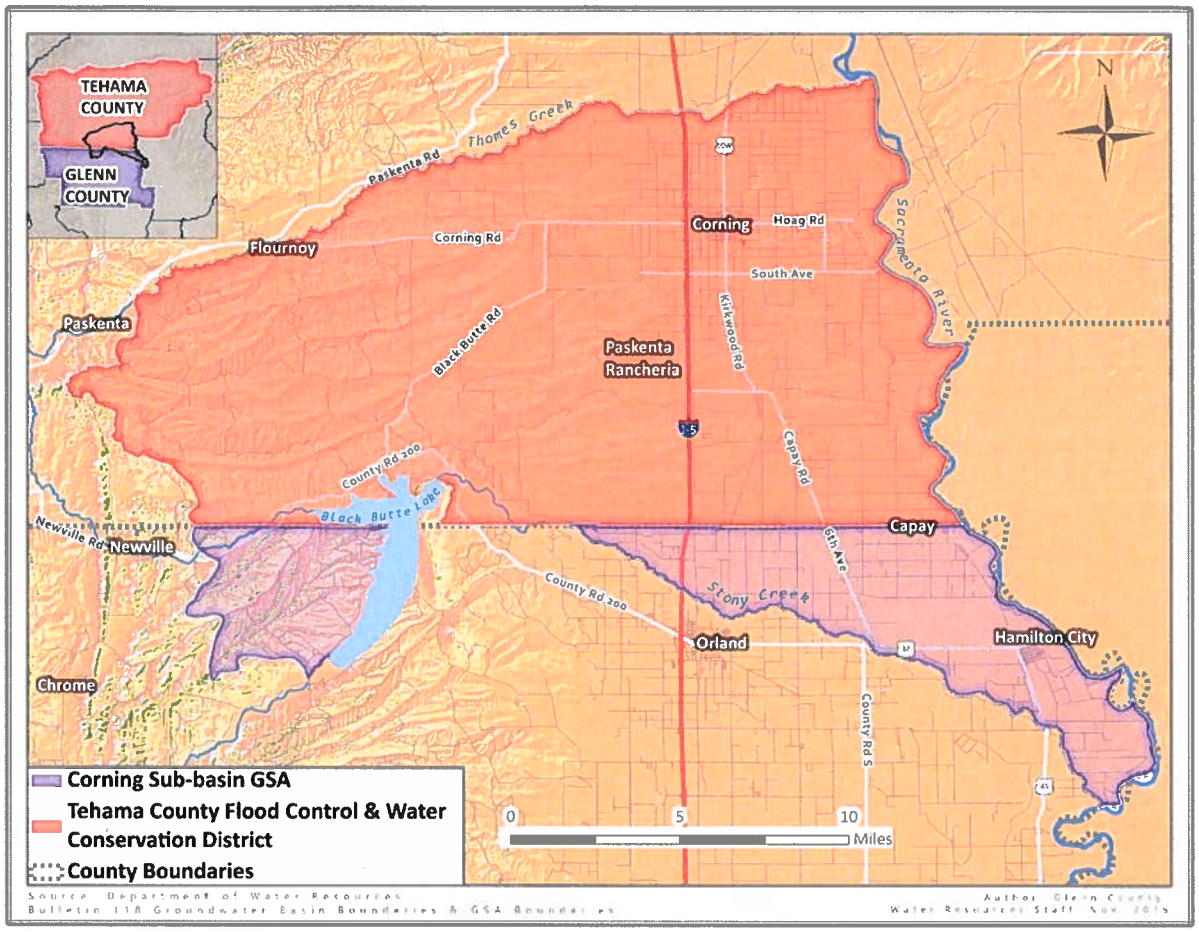
Corning Subbasin Groundwater Sustainability Agency (GSA)

P.O. Box 351
Willows, CA 95988
(530) 934-6501

Tehama County Flood Control and Water Conservation District

9380 San Benito Avenue
Gerber, CA 96035
(530) 385-1462

EXHIBIT B: CORNING SUBBASIN MAP



APPENDIX A: MEMORANDUM OF AGREEMENT ESTABLISHING THE CORNING SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

MEMORANDUM OF AGREEMENT FOR THE FORMATION OF THE CORNING SUB-BASIN GROUNDWATER SUSTAINABILITY AGENCY

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into on July 6, 2017, by and between the County of Glenn ("Glenn County" herein) and the Glenn Colusa Irrigation District ("GCID" herein) each a "Party" and collectively the "Parties".

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act of 2014 ("SGMA") codified at Water Code Section 10720 *et seq.*; and

WHEREAS, SGMA went into effect on January 1, 2015; and

WHEREAS, SGMA was amended on January 1, 2016; and

WHEREAS, the purpose of SGMA is to create a comprehensive management system in the State of California by creating a structure to manage groundwater at the local level, while providing authority to the State to oversee and regulate, if necessary, local groundwater use; and

WHEREAS, Water Code Section 10720.7 requires that all basins designated as high-or-medium priority basins designated in Department of Water Resources Bulletin 118 be managed under a Groundwater Sustainability Plan, or coordinated Groundwater Sustainability Plans, pursuant to SGMA; and

WHEREAS, the Corning Sub-basin (Basin Number 5-21.51, DWR Bulletin 118) is located within the Sacramento Valley Groundwater Basin and is designated a medium-priority basin; 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 memorandum of agreement or other agreement; and

WHEREAS, each of the Parties to this MOA is a local agency with either water supply, water management, or land use responsibilities within the Glenn County portion of the Corning Sub-basin and are qualified to become a GSA and adopt a Groundwater Sustainability Plan ("GSP") under SGMA; and

WHEREAS, the Parties desire to collectively manage groundwater in the Corning Sub-basin within their jurisdictional boundaries and intend on working collaboratively with each other and other interested parties to develop and implement a single GSP within the Glenn County portion of the Corning Sub-basin to sustainably and cost-effectively manage groundwater in the Corning Sub-basin pursuant to the requirements of SGMA.

NOW THEREFORE, incorporating the above recitals herein and exhibits attached, it is mutually understood and agreed by the Parties as follows:

1. **PURPOSE.** This MOA is entered into by and between the Parties to facilitate a cooperative and ongoing working relationship to comply with SGMA in the Corning Sub-basin by, among other things, forming a GSA and developing and implementing a single GSP within the Glenn County portion of the Corning Sub-basin. This MOA is not intended to form a new legal entity.

2. **CORNING SUB-BASIN GROUNDWATER SUSTAINABILITY AGENCY.** The Parties hereby establish the Corning Sub-basin Groundwater Sustainability Agency ("CSGSA") to manage that portion of the Corning Sub-basin within Glenn County as set forth in Exhibit A, which exhibit shall be amended to reflect any future changes to the Corning Sub-basin boundary lines as determined by the California Department of Water Resources ("DWR").

3. **GSA GOVERNING BODY.**

   There is hereby established a GSA Committee for the Glenn County portion of the Corning Sub-basin, which shall be subject to the following:

   3.1 Each Party shall appoint two representatives ("Party Representative") to participate on the GSA Committee. Each Party may appoint an alternate representative ("Alternate Representative") in case a Party Representative cannot act. At its sole discretion, a Party may replace its Party Representatives or Alternate Representative at any time by providing notice to the other Party.

   3.2 The GSA Committee may adopt resolutions, bylaws and policies to provide further details for conducting its affairs consistent with the MOA and applicable law and amend the same from time to time. Meetings of the GSA Committee shall be called, noticed and conducted subject to the provisions of the Ralph M. Brown Act (Govt. Code sections 54950 et seq.)

   3.3 A quorum to transact business shall be a simple majority of the GSA Committee. All proposed actions or resolutions must pass by a simple majority vote, provided however, actions or resolutions to adopt budgets or any type of fee/charge, or to approve the GSP, must pass by a 75 percent vote.

   3.4 The GSA Committee shall have all powers that a GSA is authorized to exercise as provided by SGMA, including developing a GSP consistent with the SGMA and DWR's regulations and imposing fees to fund GSA and GSP activities.

4. **ROLES AND RESPONSIBILITIES OF THE PARTIES.**

   4.1 The Parties agree, through the GSA Committee, to jointly develop and implement a GSP for the Glenn County portions of the Corning Sub-basin in accordance with SGMA.

   4.2 The Parties agree, through the GSA Committee, to work in good faith and coordinate all activities to carry out the purposes of this MOA in implementing the policies, purposes, and requirements of SGMA in the Glenn County portion of the Corning Sub-basin, including, but not limited to: continuing to meet and confer, coordinate and collaborate to discuss and develop governance, management, technical, financial, and other matters, including respective roles and responsibilities for activities such as, but not limited to, the following: modeling, metering, monitoring, hiring consultants, conducting public outreach and engagement and developing and maintaining a list of interested persons pursuant to Water Code Section 10723.4, budgeting and other tasks determined by the Parties.

   4.3 The Parties shall, through the GSA Committee, coordinate with each other to cause all applicable noticing and submission of required information to DWR regarding formation of the CSGSA.

5. **EXEMPTION FROM CEQA.** The Parties recognize and agree that, pursuant to Water Code Section 10728.6 and Public Resources Code 21065, neither this MOA nor the preparation or adoption of a GSP constitutes a "project" or approval of a project under the California Environmental Quality Act (CEQA) or the State CEQA Guidelines, and therefore, this MOA is expressly exempt from CEQA review.

6. **LAND USE AUTHORITY**. Nothing herein shall be construed or interpreted as superseding or restricting the land use authority of the County of Glenn within the Corning Sub-basin.

7. **FUNDING.** Unless agreed to otherwise, each Party's participation in this MOA is at its sole cost and expense. Costs incurred to retain consultants to assist with development of the GSP and perform related studies as approved by the GSA Committee, and to implement the GSP, shall be shared by the Parties as agreed to by the Parties. The Parties may consider levying a charge pursuant to SGMA. There are several vehicles to capture costs for implementing SGMA pursuant to section 10730 set seq. of SGMA.

8. **ADMISSION OF NEW PARTIES**. Additional parties that meet the definition of "local agency" under California Water Code Section 10721(n) may become signatories to this MOA upon approval by the Parties and execution of an amendment to this MOA by the new party's legislative body.

9. **TERM**. This MOA shall continue and remain in effect unless and until terminated by the consent of the Parties, or as otherwise provided in this MOA or as authorized by law.

10. **TERMINATION AND WITHDRAWAL.**
Upon termination of the MOA or withdrawal of any Party from the MOA, each Party reserves the right to become its own GSA, to the extent authorized by SGMA, and to thereafter exercise the powers conferred to a GSA, within the Party's boundaries.

10.1 Termination: Either Party may terminate this MOA upon 120-days written notice. If one Party provides notice of termination, the Parties shall meet and confer during the 120-day notice period regarding: (i) whether, as a result of the termination, a coordination agreement or other arrangement is necessary to satisfy the requirements of SGMA; and (ii) any other issues and steps that are necessary to avoid triggering a probationary status determination by the State Water Board. Any resolution of issues pertaining to termination and any other GSA issues shall be undertaken in a manner that satisfies all requirements of SGMA, including any requirement to file any new GSA notices.

In the event that there are more than two Parties to this MOA, this MOA shall continue and remain in effect unless and until terminated by the unanimous written consent of the Parties, or as otherwise provided in this MOA or as authorized by law. Upon termination of this MOA, each Party agrees to pay its share of any expenses incurred or accrued in accordance with section 7 of this MOA up to the date of termination.

10.2 Withdrawal: In the event there are more than two Parties to this MOA, any Party may decide, in its sole discretion, to withdraw from this MOA by providing 120-days written notice to the other Parties. A Party that withdraws from this MOA shall remain obligated to pay its share of costs and expenses incurred or accrued under this MOA and any related cost-sharing agreement or arrangement up to the date the Party provides its notice of withdrawal as provided herein. In the event of withdrawal by one of the Parties, the Parties shall meet and confer during the 120-day notice period regarding: (i) whether the withdrawing Party wishes to seek GSA status for a portion of the Corning Sub-basin underlying the jurisdictional area or service area of the withdrawing Party; (ii) whether, as a result of the withdrawal, a coordination agreement or other arrangement with the withdrawing Party is necessary to satisfy the requirements of SGMA; and (iii) any other issues and steps that are necessary to avoid triggering probationary status of the Corning Sub-basin and State Water Board intervention. Any resolution of issues pertaining to withdrawal and any other GSA issues shall be

undertaken in a manner that satisfies all requirements of SGMA and DWR, including any requirement to file any new GSA notices.

11. **AMENDING THE MOA.** This MOA and Exhibits hereto may only be amended by a subsequent writing, approved and signed by all Parties.

12. **JURISDICTION.** This MOA shall be governed by and construed in accordance with the laws of the State of California.

13. **ENTIRE AGREEMENT.** This MOA constitutes the entire agreement of the Parties with respect to the subject matter of this MOA and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this MOA.

14. **SEVERABILITY.** If one or more of the provisions contained in this MOA are invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any manner.

15. **INDEMNIFICATION.** Each Party shall indemnify each of the Parties and their board members, officers, employees, agents or volunteers from and against any and all liabilities arising from or in connection with any negligent act or omission or willful misconduct taken by the indemnifying Party, its board members, officers, employees, agents or volunteers, under or in connection with this MOA. This indemnification provision will continue to bind the Parties after the termination of this MOA for liabilities that arise or arose from the indemnifying Party's negligent act or omission or willful misconduct in connection with this MOA.

16. **NOTICES.** All notices and other communications given under the terms of this MOA must be in writing and served personally or by certified US mail. Any such notices shall be addressed to the Parties as set forth as follows or to such other address as the Parties may hereafter designate by written notice. The date of receipt of the notice shall be the date of actual personal service or three days after the postmark on certified mail.

Glenn County
Marcie Skelton
Agricultural Commissioner
P.O. Box 351
Willows, CA 95988

Glenn Colusa Irrigation District
Thad Bettner
General Manager
P.O. Box 150
Willows, CA 95988

17. **RELATIONSHIP OF PARTIES.** The Parties shall remain at all times as to each other, wholly independent entities. No Party shall have the authority to incur any debt, obligation, or liability on behalf of another Party unless expressly provided by written

agreement of the Parties. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.

18. **NO THIRD PARTY BENEFICIARIES.** This MOA is not intended, and will not be construed, to confer a benefit or create any right on a third party or the power or right to bring an action to enforce any of its terms.

19. **WITHDRAWAL OF NOTICE TO DWR.** Upon execution of this MOA by both Parties, each Party shall formally notify DWR of its withdrawal or rescission of its previous notification to DWR regarding its intent to be a GSA in the Corning Sub-basin to allow the CSGSA to become the GSA for the Glenn County portion of the Corning Sub-basin.

20. **COUNTERPART EXECUTION.** This MOA may be executed in counterparts and each executed counterpart shall be effective as the original.

Glenn County

Keith Corum, Chairman
Board of Supervisors

Date June 27, 2017

Glenn Colusa Irrigation District

Donald R. Bransford, President
Board of Directors

Date 7/6/17

Approved as to Form:

Alicia Ekland, County Counsel
Glenn County, California

Appendix 1B

Tehama County Flood Control and Water Conservation District Notice of Intent to Become a GSA

COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS
9380 San Benito Avenue
Gerber, CA 96035-9701
(530) 385-1462
(530) 385-1189 Fax

Road Commissioner
Surveyor
Engineer
Public Transit
Flood Control & Water Conservation District
Sanitation District No. 1

November 4, 2015

F-15-032

Mark Nordberg, GSA Project Manager
Sustainable Groundwater Management Section
California Department of Water Resources
P.O. Box 942836
Sacramento, California 94236-0001

Re: Notice of Intent to Become a Groundwater Sustainability Agency for all eleven (11) Groundwater Subbasins located within Tehama County.

Dear Mr. Nordberg,

Pursuant to Water Code Section 10723.8, the Tehama County Flood Control and Water Conservation District (DISTRICT), hereby notifies the California Department of Water Resources (DWR) of its intent to become the Groundwater Sustainability Agency (GSA) for all portions of the eleven Groundwater Subbasins located within Tehama County (See Exhibit A). All applicable information in Water Code Section 10723.8(a) is provided in this notification. The DISTRICT intends to manage the following subbasins or portions of those subbasins located within the County:

- Rosewood (Subbasin number 5-6.02)
- Bowman (Subbasin number 5-6.01)
- South Battle Creek (Subbasin number 5-6.06)
- Red Bluff (Subbasin number 5-21.50)
- Bend (Subbasin number 5-21.53)
- Antelope (Subbasin number 5-21.54)
- Dye Creek (Subbasin number 5-21.55)
- Los Molinos (Subbasin number 5-21.56)
- Corning (Subbasin number 5-21.51)
- Vina (Subbasin number 5-21.57)
- Colusa(Subbasin number 5-21.52)

The Boundaries of the subbasins are as identified in Bulletin 118, Update 2003. Tehama County currently has 1 high priority subbasin: Vina; 7 medium priority subbasins: Bowman, Red Bluff, Antelope, Dye Creek, Los Molinos, Corning, and Colusa; and 3 low priority subbasins: Rosewood, South Battle Creek, and Bend. Although not required by the Sustainable Groundwater Management Act of 2014 (SGMA), the DISTRICT also proposes to become the GSA and complete a Groundwater

Sustainability Plan (GSP) for the 3 low priority subbasins in order to facilitate a holistic approach to managing groundwater in Tehama County. The DISTRICT is not aware of any other GSAs operating within the groundwater basins listed above.

The DISTRICT boundary is identified as the area included within the exterior boundary of the County of Tehama and further identified in the California Water Code Appendix 82-1. The DISTRICT was enacted in 1957 to provide for the control and conservation of flood and storm waters and the protection of watercourses, watersheds, public highways, life and property from damage or destruction from such waters; to provide for the acquisition, retention, and reclaiming of drainage, storm, flood, and other waters and to save, conserve, and distribute such waters for beneficial use in said DISTRICT; to authorize the incurring of indebtedness, the issuance of sale of bonds, and the levying and collection of tax assessments on property within said DISTRICT and in the respective zones thereof; to define the powers of said DISTRICT; to provide for the government , management, and operation of said DISTRICT and for the acquisition and construction of property and works to carry out the purposes of the DISTRICT. The DISTRICT Board of Directors is composed of members of the County Board of Supervisors, which are elected by Supervisorial District. The DISTRICT operates under authority of the Board of Directors with management and oversight delegated to the Tehama County Department of Public Works. The Public Works Director serves as the Executive Director of the DISTRICT. Additionally, no new bylaws, ordinances, or other authorities were adopted in conjunction with the establishment of the GSA.

The DISTRICT has been actively managing groundwater throughout the County for the past 20 years. The County first adopted a Groundwater Management Plan in 1996 and has recently updated this plan in 2012. This plan has been supported extensively throughout the County and will serve as the foundation for the GSP. The DISTRICT has also completed Technical Memorandums that include Basin Management Objectives, such as Groundwater Trigger Levels and Awareness Actions for each of the subbasins located within the County (2008); Countywide Water Inventory & Analysis (2003); Small Water Systems Drought Vulnerability Assessment (2005); Summary Report for Groundwater Recharge Area Location Study (2011), and participated in the California Statewide Groundwater Elevation Monitoring (CASGEM) program since 2010. The DISTRICT installed its first two multi-completion groundwater monitoring wells with assistance from DWR in 2004, and has since installed an additional six wells. The DISTRICT continues to monitor these wells several times a year uploading the data to the CASGEM database. These documents can be located on the DISTRICT website http://www.tehamacountypublic works.ca.gov/Flood/. The DISTRICT also has an active Technical Advisory Committee (TAC) that reports to the DISTRICT Board which is comprised of representatives from Agriculture, Domestic/Industrial Water Providers, Natural Resources, and representatives from the cities of Corning, Red Bluff, and Tehama. This TAC meets at least quarterly and has helped review and provided comment on the previously mentioned documents.

The DISTRICT held a public hearing concerning the formation of the GSA on June 2, 2015. During this meeting several agencies expressed an interest in participating in the GSA governance structure. The DISTRICT developed a governance proposal (See Exhibit C) which included an eleven member Groundwater Commission (Commission) comprised of city and District representatives and other stakeholders. The commission will have broad responsibility for all aspects of GSP development and implementation, and will have decision-making authority regarding permits and enforcement

matters. Letters of support (See Exhibit D) for the proposed Governance Proposal have been received from the City of Corning, City of Red Bluff, City of Tehama, El Camino Irrigation District, and the Rio Alto Water District. These agencies which represent some of the larger groundwater pumpers within the County will have an established seat on the Commission along with the Los Molinos Community Services District. The additional 5 members of the Commission will represent each of the five County Supervisorial Districts, these representatives will be nominated by the seated Commission members and confirmed by the DISTRICT Board of Directors.

The DISTRICT caused notice of its election to serve as a GSA to be published in the Red Bluff *Daily News* on October 21 and 31 (See Exhibit E), as provided by Water Code Section 10723(b) and Government Code Section 6066. Courtesy copies of the notice were also emailed or mailed to:

- City of Red Bluff
- City of Corning
- City of Tehama
- Anderson Cottonwood Irrigation District
- Rio Alto Water District
- Thomes Creek Water District
- Corning Water District
- Deer Creek Irrigation District
- El Camino Irrigation District
- Gerber Las Flores Community Services District (CSD)
- Glenn-Colusa Irrigation District
- Los Molinos Mutual Water Company
- Proberta Water District
- Stanford Vina Ranch Irrigation District
- Paskenta CSD
- Kirkwood Water District
- Orland Unit Water Users Association
- Rancho Tehama Association
- Lake California Property Owners Association
- Mineral Water Company
- Red Bluff Tree Farm
- Golden Meadows Estates CSD
- Los Molinos CSD
- Reeds Creek Estates CSD
- Rio Ranch Estates CSD
- Paskenta Band of Nomlaki Indians
- Tehama Colusa Canal Authority
- Resource Conservation District of Tehama County
- Cattlemen's Association
- Cattlewomen's Association
- Shasta-Tehama Watershed Education Coalition
- Deer Creek Watershed Conservancy
- Mill Creek Watershed Conservancy
- Natural Resources Conservation Service
- California Department of Forestry and Fire Protection
- California Department Of Water Resources
- University of California Cooperative Extension
- Tehama County AB3030 Technical Advisory Committee Members
- Tehama County Board of Supervisors
- Tehama County Administration
- Tehama County, County Counsel
- Tehama County Public Works
- Tehama County Farm Bureau
- Tehama County Environmental health
- Tehama County Planning Department
- Tehama County Sherriff's Office
- Butte County
- Glenn County
- Shasta County

On November 3, 2015, the DISTRICT Board held a second public hearing concerning the formation of the GSA and unanimously approved Resolution No. 05-2015 (See Exhibit B), which directed DISTRICT Staff to complete and submit this Notice of Intent.

Pursuant to Water Code Section 10723.8(a)(4) the DISTRICT will consider the interest of all beneficial uses and users of groundwater, as well as those responsible for implementing GSPs. The Groundwater Commission described in Exhibit C, which the DISTRICT has committed to promptly establish, was carefully designed with stakeholder input to ensure that those parties listed in section 10723.2 have an active, long-term role in developing and implementing the GSP and GSA rules and regulations. In addition, the DISTRICT has communicated with parties interested in the sustainable management of groundwater in the subbasins, and will continue to solicit feedback from those parties as the plan is developed. These interests include, but are not limited to all of the following:

- **Holders of overlying groundwater rights:**
    - Agricultural users: The proposed GSA area contains a significant amount of agricultural users of groundwater. Some of the agricultural users get their water from the water/irrigation districts listed above, but a large portion of the independent pumpers do not have an organized association that represents them. The DISTRICT will perform outreach during GSP development with the assistance of the Tehama County Farm Bureau, the University of California Cooperative Extension, and the Resource Conservation District of Tehama County to reach this group.
    - Domestic well owners: A majority of the residents living within the proposed GSA area use groundwater to fulfill their domestic water needs. The DISTRICT will hold public meetings in several locations throughout the county during the GSP development process to gather input from this demographic. The DISTRICT will work with the Tehama County Environmental Health Department and the Community Action Partnership to assist with outreach to this group.
- **Municipal well operators:** The Cities of Corning, Red Bluff, and Tehama will have representatives on both the Groundwater Commission and the TAC. These three cities and their constituents are also directly represented by their Board of Directors members whose Supervisorial Districts overlay each city's jurisdictions. All three cities will have the opportunity to participate in the GSP development and in future actions taken by the Groundwater Commission.
- **Public water systems:** The DISTRICT provided courtesy notice of their intention to serve as the GSA to the Public Water Systems listed above, and will continue to communicate with and solicit feedback from these agencies as the GSP is developed.
- **Local land use planning agencies:**
    - Butte County: The proposed GSA boundary would split the Vina Subbasin which extends into Butte County. The DISTRICT has met with the Butte County Department of Water and Resource Conservation (BCDWRC), which is the agency most likely to become the GSA for the portion of the Vina Subbasin which lies outside Tehama County. The DISTRICT has coordinated with BCDWRC on

groundwater monitoring activities in the Vina Subbasin over the past 2 decades. Staff from both agencies have agreed to coordinate our efforts on managing the Vina Subbasin through a Memorandum of Understanding (MOU), Coordination Agreement, or similar type document, while each becoming a GSA and submitting a GSP for the portions of the subbasin located within their respective Counties. The District may submit for a Basin Boundary Adjustment to split the subbasin at the county line once DWR releases the regulations on Basin Boundary Adjustments in January 2016.

- Glenn County: The proposed GSA boundary would split both the Colusa and Corning Subbasins which extend into Glenn County. The DISTRICT is planning to submit a Boundary Basin Adjustment to incorporate the small segment of the Colusa Subbasin that lies within Tehama County, into the Corning Subbasin. This 1,300 acre area with 10 individual landowners would get better representation by their local elected officials on the DISTRICT Board, then to be grouped into the large 918,380 acre Colusa Subbasin that spans four counties. The DISTRICT will coordinate with the GSA responsible for the portion of the Colusa subbasin that borders Tehama County. The DISTRICT has met with the Glenn County Department of Agriculture, which is the agency most likely to become the GSA for the portion of the Corning Subbasin which lies outside Tehama County. Staff from both agencies have agreed to coordinate our efforts on managing the Corning Subbasin through a MOU, Coordination Agreement, or similar type document, while each becoming a GSA and submitting a GSP for the portions of the subbasin located within their respective Counties. The DISTRICT may submit for a Basin Boundary Adjustment to split the Corning subbasin at the county line once DWR releases the regulations on Basin Boundary Adjustments in January 2016.
- Shasta County: While Shasta and Tehama Counties do not share any subbasins, the three northern subbasins in Tehama County are part of the Redding Groundwater Basin. The DISTRICT will continue to monitor the GSA development process in Shasta County, and will coordinate with the Groundwater Sustainability Agency(s) that form in subbasins adjacent to Tehama County.
- Other Water and Irrigation Districts outside the GSA boundaries: The DISTRICT provided courtesy notice of their intention to serve as the GSA to the Anderson-Cottonwood Irrigation District and the Glenn-Colusa Irrigation District, and will continue to communicate with and solicit feedback from these neighboring agencies as the GSP is developed.

- **Environmental users of groundwater:** N/A
- **Surface water users, if there is a hydrologic connection between surface and groundwater bodies:** The surface water users listed above were provided courtesy notice of the DISTRICT's intention to serve as the GSA and will be included in the GSP planning process.
- **The federal government, including, but not limited to, the military and managers of federal lands:** NRCS and the Bureau of Land Management (BLM) will be coordinated with during the GSP development process. The BLM owns land in the Northern portion of the County that offers multi-use recreational opportunities. The NRCS works with landowners

throughout the County and helps to implement on farm conservation practices.

- **California Native American Tribes:** The Paskenta Band of Nomlaki Indians have a Reservation located in the Corning Subbasin and were provided a courtesy notice of the DISTRICT's intention to serve as the GSA. They will also be included in the GSP planning process.
- **Disadvantaged communities, including, but not limited to, those served by private domestic wells or small community water systems:** A majority of the communities located within the proposed GSA Boundary are classified as Disadvantaged Communities and a majority of them are served by private domestic wells or small community water systems. The DISTRICT will work with the Tehama County Environmental Health Department and the Community Action Partnership to perform outreach and gather information from these communities to incorporate into the GSP.

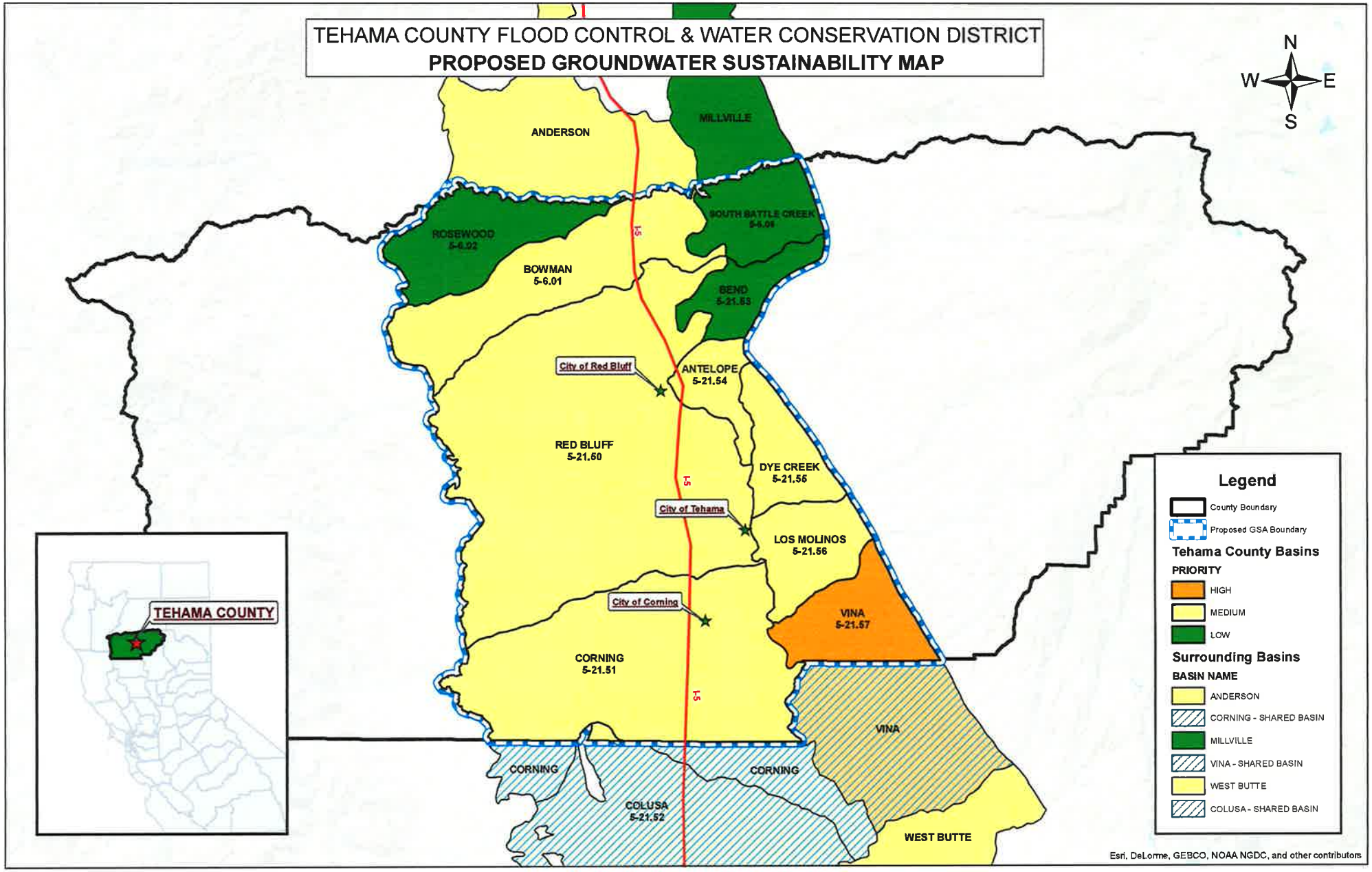
The DISTRICT and other interested stakeholders roles and responsibilities will be further defined in the GSP. The DISTRICT welcomes feedback during this process from the state and any of the agencies or organizations listed herein. If the Department of Water Resources requires anything further prior to the acceptance of this notification of the DISTRICT's election to serve as the GSA for the eleven subbasins or portions of those subbasins located within Tehama County, please contact Ryan Teubert, the Flood Control/Water Resources Manager at (530)-385-1462 x3020 or rteubert@tcpw.ca.gov.

Sincerely,

Gary Antone, Executive Director
Tehama County Flood Control and
Water Conservation District

By_____
Ryan Teubert, Flood Control/Water Resources Manager
Tehama County Flood Control and
Water Conservation District

EXHIBIT A


TEHAMA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
PROPOSED GROUNDWATER SUSTAINABILITY MAP
N
W
E
S
ANDERSON
MILLVILLE
SOUTH BATTLE CREEK 5-6.04
ROSEWOOD 5-6.02
BOWMAN 5-6.01
BEND 5-21.53
City of Red Bluff
ANTELOPE 5-21.54
RED BLUFF 5-21.50
DYE CREEK 5-21.55
City of Tehama
LOS MOLINOS 5-21.56
City of Corning
VINA 5-21.57
CORNING 5-21.51
CORNING
COLUSA 5-21.52
CORNING
VINA
WEST BUTTE
I-5
TEHAMA COUNTY
Legend
County Boundary
Proposed GSA Boundary
Tehama County Basins
PRIORITY
HIGH
MEDIUM
LOW
Surrounding Basins
BASIN NAME
ANDERSON
CORNING - SHARED BASIN
MILLVILLE
VINA - SHARED BASIN
WEST BUTTE
COLUSA - SHARED BASIN
Esri, DeLorme, GEBCO, NOAA NGDC, and other contributors

RESOLUTION NO. 05-2015

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHAMA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ELECTING TO BE THE GROUNDWATER SUSTAINABILITY AGENCY FOR ALL THOSE PORTIONS OF THE ROSEWOOD, BOWMAN, SOUTH BATTLE CREEK, RED BLUFF, BEND, ANTELOPE, DYE CREEK, LOS MOLINOS, CORNING, VINA, AND COLUSA SUBBASINS LOCATED WITHIN TEHAMA COUNTY

WHEREAS, the Legislature has adopted, and the Governor has signed into law, Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act of 2014; and

WHEREAS, the Sustainable Groundwater Management Act of 2014 went into effect on January 1, 2015; and

WHEREAS, the Sustainable Groundwater Management Act of 2014 enables the State Water Resources Control Board to intervene in groundwater basins unless a local public agency or combination of local public agencies form a Groundwater Sustainability Agency or Agencies (GSA) by June 30, 2017; and

WHEREAS, retaining local jurisdiction over water management and land use is essential to sustainably manage groundwater and to the vitality of Tehama County's economy, communities and environment, and

WHEREAS, any local public agency that has water supply, water management or land use responsibilities within a groundwater basin may elect to be the Groundwater Sustainability Agency for that basin; and

WHEREAS, the Tehama County Flood Control and Water Conservation District is a local public agency organized and existing under the Tehama County Flood Control and Water Conservation District Act (Statutes 1957, Chapter 1280; Water Code Appx., ch. 82); and

WHEREAS, under Section 3, subdivision (q) of said Act, the District is responsible for undertaking "any and every lawful act necessary to be done that sufficient water may be available for any present or future beneficial use or uses of lands or inhabitants within the district, including, but not limited to, the acquisition, storage, and distribution for irrigation, domestic, fire protection, municipal, commercial, industrial, recreational, and all other beneficial uses"; and

WHEREAS, under Section 3, subdivision (r) of said Act, the District is further authorized "to prevent interference with or diminution of, or to declare the rights in natural flow of any stream or surface or subterranean supply of waters used or useful for any purpose of the district or of common benefit to the lands within the district or to its inhabitants," and "to prevent unlawful exportation of water from the district," and "to prevent contamination, pollution, or otherwise rendering unfit for beneficial use, the surface or subsurface water used or useful in the district"; and

WHEREAS, the boundary and territory of the District are coextensive with the exterior boundaries of the County of Tehama; and

WHEREAS, the District overlies all those portions of the Rosewood, Bowman, South Battle Creek, Red Bluff, Bend, Antelope, Dye Creek, Los Molinos, Corning, Vina, and Colusa subbasins located within Tehama County; and

WHEREAS, Section 10723.2 of the Sustainable Groundwater Management Act of 2014 requires that a GSA consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans; and

WHEREAS, Section 10723.8 of the Sustainable Groundwater Management Act of 2014 requires that a local agency electing to be a GSA notify the Department of Water Resources of its election and its intent to undertake sustainable groundwater management within a basin; and

WHEREAS, the District held a public hearing on this date after publication of notice pursuant to Government Code section 6066 to consider adoption of this Resolution; and

WHEREAS, it would be in the public interest of the people of Tehama County for the District to become the groundwater sustainability agency for all those portions of the Rosewood, Bowman, South Battle Creek, Red Bluff, Bend, Antelope, Dye Creek, Los Molinos, Corning, Vina, and Colusa subbasins located within Tehama County; and

WHEREAS, the District and other local public agencies have a long history of coordination and cooperation on water management; and

WHEREAS, it is the intent of the District to work cooperatively with other local agencies to manage the aforementioned groundwater basins in a sustainable fashion;

NOW, THEREFORE, BE IT RESOLVED, that the Tehama County Flood Control and Water Conservation District hereby elects to become the Groundwater Sustainability Agency for all those portions of the Rosewood (5-06.02), Bowman (5-06.01), South Battle Creek (5-06.06), Red Bluff (5-21.50), Bend (5-21.53), Antelope (5-21.54), Dye Creek (5-21.55), Los Molinos (5-21.56), Corning (5-21.51), Vina (5-21.57), and Colusa (5-21.52) subbasins located within Tehama County.

BE IT FURTHER RESOLVED that the proposed boundaries of the basins that the District intends to manage under the Sustainable Groundwater Management Act of 2014 shall be the entirety of the boundaries for the aforementioned subbasins, as set forth in California Department of Water Resources Bulletin 118 (updated in 2003), that lie within the County of Tehama; provided that the Executive Director is authorized and directed to evaluate whether basin boundaries should be adjusted in a manner that will improve the likelihood of achieving sustainable groundwater management, and communicate the results of that evaluation to the Board of Directors and the Department of Water Resources; and

improve the likelihood of achieving sustainable groundwater management, and communicate the results of that evaluation to the Board of Directors and the Department of Water Resources; and

BE IT FURTHER RESOLVED that within thirty days of the date of this Resolution, the Executive Director is directed to provide notice of this election to the California Department of Water Resources in the manner required by law. Such notification shall include a map of the basins that the District intends to manage under the Sustainable Groundwater Management Act of 2014, a copy of this resolution, a list of interested parties developed pursuant to Section 10723.2 of the Act, and an explanation of how their interests will be considered in the development and operation of the groundwater sustainability agency and the development and implementation of the agency's groundwater sustainability plan.

BE IT FURTHER RESOLVED that the Executive Director and District legal counsel are hereby directed to promptly prepare the appropriate instruments establishing a Groundwater Commission, as set forth in Attachment "1", and present such documents to the Board for adoption.

BE IT FURTHER RESOLVED that the Executive Director shall begin discussions with other local agencies in these basins in order to begin the process of developing groundwater sustainability plans for the basins, or a joint plan with other groundwater sustainability agencies in which the District might join, in consultation and close coordination with other local agencies, as contemplated by the Act.

BE IT FURTHER RESOLVED that the Executive Director directed to report back to the Groundwater Commission and the Board at least quarterly on the progress toward developing the groundwater sustainability plans.

The foregoing resolution was offered on a motion by Director Garton, seconded by Director Williams, and carried by the following vote of the Board:

AYES: Directors Bundy, Carlson, Chamblin, Garton, Williams,

NOES: None

ABSENT OR NOT VOTING: None

CHAIRMAN, Board of Directors

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

DATED: This 3rd day of November, 2015.

JENNIFER A. VISE, County Clerk and ex-officio Clerk of the Board of Directors of the Tehama County Flood Control and Water Conservation District, State of California.

By _____ Deputy

Tehama County Groundwater Sustainability Agency (GSA)

GSA Governing Body - Tehama County Flood Control and Water Conservation District (FCWCD) Board of Directors

1. Final approval authority for GSP and any future amendments, and all GSA ordinances, rules, regulations, and fees.
2. Primary responsibility for funding, resources, and staffing. (Cities/Districts will not be requested to provide or commit funding in order to participate in the Groundwater Commission.)
    - FCWCD will provide staff assistance to Groundwater Commission and Board of Directors throughout the GSP development and implementation process.
    - Where necessary, the Board of Directors will provide additional resources from FCWCD's existing funding or grant opportunities pursued by FCWCD.
    - The Board of Directors will apply for and receive grants to fund GSA activities (with the Commission's recommendation), including responsibility for executing and implementing grant contracts and associated requirements.
    - Further revenue measures, if any, would be reviewed by the Commission prior to adoption by the Board of Directors (and will not be based on GSA participation).
3. Hear and decide appeals (if any) from decisions of the Groundwater Commission on permits, similar entitlements, and enforcement matters.
4. Confirm appointments of the five "Supervisorial District" members of the Groundwater Commission (upon recommendation of the Commission).

Groundwater Commission (Similar to Planning Commission)

1. Develop GSP and any future amendments, and all GSA ordinances, rules, and regulations, including holding public hearings and making final recommendations to Board of Directors.
2. Conduct investigations to determine the need for groundwater management, monitor compliance and enforcement, propose and update fees and making final recommendations to Board of Directors.
3. Review all proposed grant applications, and advise Board of Directors regarding grant funding opportunities.
4. Decision-making authority for permits or similar entitlements issued by the GSA, e.g., well spacing (with appeal).
5. Make quasi-judicial decisions in GSA enforcement matters (with appeal).
6. Membership:
    a. 1- City of Corning (Appointed by City)
    b. 1- City of Red Bluff (Appointed by City)
    c. 1- City of Tehama (Appointed by City)
    d. 1- El Camino Irrigation District (Appointed by District)
    e. 1- Los Molinos Community Services District (Appointed by District)
    f. 1- Rio Alto Water District (Appointed by District)
    g. 5- 1 Representative from each County Supervisorial District
        i. Recommendations to be made by the seated Groundwater Commission members and confirmed by the FCWCD Board of Directors.
        ii. Appointees will be expected to meet certain qualifications:
            - 2 members should represent the interests of surface water agencies or districts;
            - 2 members should represent the interests of private pumpers;
            - 1 member will be an “at large” representative;
            - No agency or district shall be represented by more than 1 member on the Groundwater Commission.

AB3030 Technical Advisory Committee - Provides technical assistance as needed.

EXHIBIT D

City of Corning

794 Third St. Corning, CA 96021 (530) 824-7020 Fax (530) 824-2489

AUG 17 2015

Ryan Teubert, CFM
Tehama County Flood Control &Water Resource District
9380 San Benito Ave.
Gerber, CA 96035

August 14, 2015

Re: Groundwater Sustainability Agency Governance Structure

Dear Mr. Teubert,

Thank you for appearing at the August 11, 2015 City Council meeting and presenting the information regarding the Sustainability Groundwater Management Act. Your presentation was very well done and informative.

As you know, after your presentation, the consensus of the Corning City Council was to concur with the Governance structure that you had proposed where the Flood and Water Conservation District Board would serve as the Groundwater Sustainability Agency and the cities, including the City of Corning would have seats on the Groundwater Commission.

Please call me if you have any additional questions regarding this matter.

John L. Brewer, AICP
City Manager

EXHIBIT D

CITY OF RED BLUFF

555 Washington Street Red Bluff, California 96080 (530) 527-2605 Fax (530) 529-6878 www.cityofredbluff.org

RECEIVED
OCT 9 2015
TEHAMA COUNTY
PUBLIC WORKS

October 7, 2015

Tehama County Public Works
Attention: Gary Antone
9380 San Benito Avenue
Gerber, CA 96035-9701

RE: County GSA Proposal

Dear Gary:

At its meeting of October 6, 2015, the Red Bluff City Council voted to support designation of the Tehama County Flood Control and Water Conservation District (FCWCD) as the Groundwater Sustainability Agency (GSA) for Tehama County. "Funding, resources, and staffing will be the primary responsibility of FCWCD" as the GSA is created and a Groundwater Sustainability Plan (GSP) is drafted and implemented. (See, 9-29-2015 FCWCD presentation to Red Bluff City Council). Nevertheless, the City will remain actively engaged on this issue to assure that the City's needs and concerns are carefully considered by the FCWCD moving forward. Please provide the undersigned with written advance notice of all meetings of the FCWCD Board, as well as copies of all agendas and back up materials.

Background

The City of Red Bluff is the largest supplier of domestic groundwater in Tehama County. The City supplies water to 4,756 different metered water connections, serving a population of 15,000 residents. The City operates a network of 13 municipal water wells.

The City Water Department was established in 1921 and employs 7 full-time employees (not including management and administrative staff). The Water Department's operating budget for 2015/2016 is approximately $2.1 million. The City extracts, pumps and delivers 1,178,953,000 gallons of groundwater per year.

The City routinely collects data regarding all aspects of the City's water supply and use thereof including water quality monitoring. The City brings the resources of the largest domestic water supplier in the County to the table as an active, participating member of the GSA.

GSA Requirements

"Any local agency or combination of local agencies overlying a groundwater basin may elect to be a groundwater sustainability agency for that basin." (Water Code § 10723(a).) A GSA "*shall* consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans. These interests include [ ] all of the following: [ ] (b) Municipal well operators. (c) Public water systems. (d) Local land use planning agencies. [ ]" (§10723.2)

A notification of intent to form a GSA must include a list of interested parties including municipal well operators, public water systems and local land use planning agencies and "an explanation of how their interests will be considered in the development and operation of the groundwater sustainability agency and the development and implementation of the agency's sustainability plan." (§10723.8(a)(4).) A combination of local agencies may form a groundwater sustainability agency through use of a joint powers agreement or other legal agreement. (§10723.6(a))

The statutory mandate makes clear that the City's interests as the largest supplier of domestic groundwater in the County must be considered. In fact, the notice of intent to form a GSA must explain how the City's interests will be considered in the development and operation of the GSA.

Conclusion

The City looks forward to working cooperatively with the FCWCD to implement the requirements of the Groundwater Sustainability Act.

If you have any comments or questions, please contact me or Bruce Henz.

Very truly yours,

Richard L. Crabtree

cc: City Council
Board of Supervisors
County Counsel

EXHIBIT D

City of Tehama

Incorporated 1908

Post Office Box 70
Tehama, CA 96090
Phone: (530)384-1501
Fax: (530)384-1625

September 10, 2015

Ryan Teubert, CFM
Tehama Co. Flood Control &
Water Resource Manager
9380 San Benito Ave.

At its meeting on September 8, 2015, the Tehama City Council voted to accept the proposal received from you for the Tehama County Groundwater Sustainability Agency (GSA). We appreciate your leadership in bring the various organizations together for this important effort.

Sincerely,

Carolyn Steffan
City Clerk/Administrator

RECEIVED
SEP 14 2015
TEHAMA COUNTY
PUBLIC WORKS

EXHIBIT D

El Camino Irrigation District
8451 Hwy. 99-W
Gerber, CA 96035
530-385-1559
530-385-1503 Fax
ecid1559@att.net

Ryan Teubert, CFM
Tehama County Flood Control & Water Resource Manager

We have read and discussed the Tehama County Groundwater Sustainability Agency proposal.

As the Board for El Camino Irrigation District we are approving the proposal as written and appointing District Manager Mark Weber to the Groundwater Commission.

Mike Gividen-District 1

Kris Lamkin-District 2

Rich Sol-Director 3

Leland Hogan-District 4-Chairman

RECEIVED
SEP 14 2015
TEHAMA COUNTY
PUBLIC WORKS

EXHIBIT D

Rio Alto Water District

22099 River View Drive, Cottonwood, California 96022
Telephone 530-347-3835 • Fax 530-347-1007

RECEIVED
OCT 27 2015

October 22, 2015

Ryan Teubert, CFM
Tehama County Flood Control & Water Conservation District
9380 San Benito Ave.
Gerber, CA 96035

Re: Letter of Support

Dear Ryan:

The Board of Directors of the Rio Alto Water District is in support of Tehama Flood Control & Water Conservation District forming and acting as the Groundwater Sustainability Agency(GSA) for the groundwater basins within Tehama County.

We approve of the proposed governance structure and look forward to participating in the Groundwater Commission. The Board acknowledges that Tehama County Flood Control and Water Conservation District was instrumental in developing a Groundwater Management Plan in compliance with AB3030, and as such are the most qualified candidate to form and act as the GSA. Thank you for taking the lead in this task.

Sincerely,

Martha Slack

Martha Slack
General Manager

NOTICE OF PUBLIC HEARING

NOTICE IS HERBY GIVEN that on November 3, 2015, at 1:30 PM, or soon thereafter as may be heard, in the Board of Supervisors Chambers located at 727 Oak St., Red Bluff, California, the Tehama County Flood Control and Water Conservation District (District) Board of Directors will conduct a public hearing to determine whether to adopt a resolution directing the District to submit a Notice of Intent to the California Department of Water Resources stating that the District will be the Groundwater Sustainability Agency (Agency) for all portions of the eleven (11) Groundwater Subbasins located within Tehama County.

The Sustainable Groundwater Management Act (SGMA) became effective on January 1, 2015 and established a new structure for managing California's groundwater resources at a local level. SGMA mandates that all groundwater basins identified in Bulletin 118 must be managed by a Groundwater Sustainability Agency by June 30, 2017. Each Agency will then develop a Groundwater Sustainability Plan (Plan) by January 30, 2022, which will include measurable objectives and milestones that assist the Agencies in achieving groundwater sustainability within 20 years of Plan adoption.

The District is uniquely qualified to become the Agency for all eleven (11) groundwater basins located within the County due to its current jurisdiction which extends throughout the County, its background in groundwater monitoring and water conservation issues, a Board of Directors which is comprised of elected officials representing the entire County, and additional representation from a technical advisory committee to the Board which is comprised of representatives from Agriculture, Domestic/Industrial Water Providers, Natural Resources, and representatives from the cities of Corning, Red Bluff, and Tehama.

During the June 2, 2015 Public Hearing, staff was directed to work with interested water agencies and incorporate them into the governance structure. As a result, an eleven member groundwater commission comprised of city and district representatives and other stakeholders was proposed. To date, letters of support have been received from City of Corning, City of Red Bluff, City of Tehama and El Camino Irrigation District.

The District will be submitting a Notice of Intent at the November 3, 2015 Public Hearing for the following subbasins or the portions of those subbasins located within the County: Rosewood, Bowman, Red Bluff, Corning, Colusa, Vina, Los Molinos, Dye Creek, Antelope, Bend, and South Battle Creek. For questions or additional information on the Sustainable Groundwater Management Act please contact Ryan Teubert, Tehama County Flood Control/Water Resources Manager, 530-385-1462, ext. 3020 or refer to http://www.water.ca.gov/cagroundwater/.

Appendix 1C

Corning Sub-basin GSA Notice of Intent to Become a GSA

BOARD OF SUPERVISORS, GLENN COUNTY, CALIFORNIA

RESOLUTION NO. 2017- 47

***

A RESOLUTION AUTHORIZING APPROVAL OF THE MEMORANDUM OF AGREEMENT ESTABLISHING THE CORNING SUB-BASIN GROUNDWATER SUSTAINABILITY AGENCY

***

WHEREAS, the California Legislature has adopted, and the Governor has signed into law, the Sustainable Groundwater Management Act of 2014 (SGMA), which authorizes local agencies to manage groundwater in a sustainable fashion; and

WHEREAS, Water Code Section 10723(a) authorized local agencies with water supply, water management or land use responsibilities overlying a groundwater basin to elect to become a Groundwater Sustainability Agency (GSA) to manage groundwater within the basin; and

WHEREAS, the County of Glenn (County) is a local agency qualified to become a GSA because the County either supplies water, manages water, or has land use responsibilities over a portion of the Corning Subbasin of the Sacramento Valley Groundwater Basin, California Department of Water Resources No. 5-21.5 (Basin), which is designated as a medium priority basin; and

WHEREAS, the Glenn Colusa Irrigation District (GCID) is also a local agency qualified to become a GSA because GCID either supplies water, manages water, or has land use responsibilities over a portion of the Basin; and

WHEREAS, the County and GCID desire to work collaboratively and have prepared a Memorandum of Agreement to Establish the Corning Sub-basin Groundwater Sustainability Agency (MOA), attached hereto as Exhibit 1, which will cover the Glenn County portion of the Basin shown on the map attached as Exhibit A to the MOA; and

WHEREAS, the MOA is to be executed by the County of Glenn and the Glenn-Colusa Irrigation District; and

WHEREAS, the County of Glenn has previously elected to become a GSA for lands within the jurisdictional boundaries of the County of Glenn overlying the Basin; and

WHEREAS, the MOA provides that the Corning Sub-basin GSA (CSGSA) will be the GSA for the Glenn County portion of the Basin and shall make any and all necessary filings with regulatory agencies to become and serve as the GSA for the Basin; and

WHEREAS, the County of Glenn published notice pursuant to Government Code section 6066 of its public hearing to consider adoption of this resolution authorizing approval of the Memorandum of Agreement establishing the Corning Sub-basin Groundwater Sustainability Agency, thereby forming the CSGSA and electing the CSGSA to serve as the GSA for the Basin, in the Sacramento Valley Mirror, a copy of which is attached hereto as Exhibit 2; and

WHEREAS, on this day, the County of Glenn held a public hearing to consider whether to adopt a resolution authorizing approval of the MOA; and

WHEREAS, the Board of Supervisors of the County of Glenn has determined that execution of the MOA is in the County of Glenn's best interest and in the public interest; and

WHEREAS, adoption of this resolution does not constitute a "project" under California Environmental Quality Act Guidelines section 15378(b)(5), including organization and administrative activities of government, because there would be no direct or indirect physical changes in the environment as a result of this action.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Glenn as follows:

1. The Chairman of the Board of Supervisors is hereby authorized to execute the MOA on behalf of the County of Glenn.

2. The Board of Supervisors hereby appoints Supervisor John Viegas and Supervisor Vince Minto as its initial Party Representatives to participate on the GSA Committee.

3. Supervisor John Viegas and Supervisor Vince Minto are authorized and directed to take all action appropriate and necessary to implement the terms and conditions of the MOA, subject to oversight by the Board of Supervisors.

4. Upon execution of the MOA by all the Parties, the Water Resource Coordinator shall notify the California Department of Water Resources that the County of Glenn rescinds its previous election to become a GSA for lands within the jurisdictional boundaries of the County of Glenn overlying the Basin.

THIS RESOLUTION was passed by the Board of Supervisors of the County of Glenn at a regular meeting held this June 27, 2017 by the following vote:

AYES: Supervisors Minto, Viegas, and Corum (Chairman)
NOES: Supervisors Foltz and McDaniel
ABSENT OR ABSTAIN: None

KEITH CORUM, CHAIRMAN
Glenn County Board of Supervisors

ATTEST:

Di Aulabaugh, Clerk of the Board of Supervisors
County of Glenn, California

APPROVED AS TO FORM:

ALICIA EKLAND, County Counsel
County of Glenn, California

The foregoing instrument is a correct copy of the original on file in this office
ATTEST: 6/28/17
Di Aulabaugh
Clerk of the Board of Supervisors
County of Glenn, State of California
By: _____ **Deputy**

Exhibit 1.

MEMORANDUM OF AGREEMENT FOR THE FORMATION OF THE CORNING SUB-BASIN GROUNDWATER SUSTAINABILITY AGENCY

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into on _____, by and between the County of Glenn ("Glenn County" herein) and the Glenn Colusa Irrigation District ("GCID" herein) each a "Party" and collectively the "Parties".

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act of 2014 ("SGMA") codified at Water Code Section 10720 *et seq.*; and

WHEREAS, SGMA went into effect on January 1, 2015; and

WHEREAS, SGMA was amended on January 1, 2016; and

WHEREAS, the purpose of SGMA is to create a comprehensive management system in the State of California by creating a structure to manage groundwater at the local level, while providing authority to the State to oversee and regulate, if necessary, local groundwater use; and

WHEREAS, Water Code Section 10720.7 requires that all basins designated as high-or-medium priority basins designated in Department of Water Resources Bulletin 118 be managed under a Groundwater Sustainability Plan, or coordinated Groundwater Sustainability Plans, pursuant to SGMA; and

WHEREAS, the Corning Sub-basin (Basin Number 5-21.51, DWR Bulletin 118) is located within the Sacramento Valley Groundwater Basin and is designated a medium-priority basin; 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 memorandum of agreement or other agreement; and

WHEREAS, each of the Parties to this MOA is a local agency with either water supply, water management, or land use responsibilities within the Glenn County portion of the Corning Sub-basin and are qualified to become a GSA and adopt a Groundwater Sustainability Plan ("GSP") under SGMA; and

WHEREAS, the Parties desire to collectively manage groundwater in the Corning Sub-basin within their jurisdictional boundaries and intend on working collaboratively with each other and other interested parties to develop and implement a single GSP within the Glenn County portion of the Corning Sub-basin to sustainably and cost-effectively manage groundwater in the Corning Sub-basin pursuant to the requirements of SGMA.

NOW THEREFORE, incorporating the above recitals herein and exhibits attached, it is mutually understood and agreed by the Parties as follows:

1. **PURPOSE.** This MOA is entered into by and between the Parties to facilitate a cooperative and ongoing working relationship to comply with SGMA in the Corning Sub-basin by, among other things, forming a GSA and developing and implementing a single GSP within the Glenn County portion of the Corning Sub-basin. This MOA is not intended to form a new legal entity.

2. **CORNING SUB-BASIN GROUNDWATER SUSTAINABILITY AGENCY.** The Parties hereby establish the Corning Sub-basin Groundwater Sustainability Agency ("CSGSA") to manage that portion of the Corning Sub-basin within Glenn County as set forth in Exhibit A, which exhibit shall be amended to reflect any future changes to the Corning Sub-basin boundary lines as determined by the California Department of Water Resources ("DWR").

3. **GSA GOVERNING BODY.**

   There is hereby established a GSA Committee for the Glenn County portion of the Corning Sub-basin, which shall be subject to the following:

   3.1 Each Party shall appoint two representatives ("Party Representative") to participate on the GSA Committee. Each Party may appoint an alternate representative ("Alternate Representative") in case a Party Representative cannot act. At its sole discretion, a Party may replace its Party Representatives or Alternate Representative at any time by providing notice to the other Party.

   3.2 The GSA Committee may adopt resolutions, bylaws and policies to provide further details for conducting its affairs consistent with the MOA and applicable law and amend the same from time to time. Meetings of the GSA Committee shall be called, noticed and conducted subject to the provisions of the Ralph M. Brown Act (Govt. Code sections 54950 et seq.)

   3.3 A quorum to transact business shall be a simple majority of the GSA Committee. All proposed actions or resolutions must pass by a simple majority vote, provided however, actions or resolutions to adopt budgets or any type of fee/charge, or to approve the GSP, must pass by a 75 percent vote.

   3.4 The GSA Committee shall have all powers that a GSA is authorized to exercise as provided by SGMA, including developing a GSP consistent with the SGMA and DWR's regulations and imposing fees to fund GSA and GSP activities.

4. **ROLES AND RESPONSIBILITIES OF THE PARTIES.**

4.1 The Parties agree, through the GSA Committee, to jointly develop and implement a GSP for the Glenn County portions of the Corning Sub-basin in accordance with SGMA.

4.2 The Parties agree, through the GSA Committee, to work in good faith and coordinate all activities to carry out the purposes of this MOA in implementing the policies, purposes, and requirements of SGMA in the Glenn County portion of the Corning Sub-basin, including, but not limited to: continuing to meet and confer, coordinate and collaborate to discuss and develop governance, management, technical, financial, and other matters, including respective roles and responsibilities for activities such as, but not limited to, the following: modeling, metering, monitoring, hiring consultants, conducting public outreach and engagement and developing and maintaining a list of interested persons pursuant to Water Code Section 10723.4, budgeting and other tasks determined by the Parties.

4.3 The Parties shall, through the GSA Committee, coordinate with each other to cause all applicable noticing and submission of required information to DWR regarding formation of the CSGSA.

5. **EXEMPTION FROM CEQA.** The Parties recognize and agree that, pursuant to Water Code Section 10728.6 and Public Resources Code 21065, neither this MOA nor the preparation or adoption of a GSP constitutes a "project" or approval of a project under the California Environmental Quality Act (CEQA) or the State CEQA Guidelines, and therefore, this MOA is expressly exempt from CEQA review.

6. **LAND USE AUTHORITY**. Nothing herein shall be construed or interpreted as superseding or restricting the land use authority of the County of Glenn within the Corning Sub-basin.

7. **FUNDING.** Unless agreed to otherwise, each Party's participation in this MOA is at its sole cost and expense. Costs incurred to retain consultants to assist with development of the GSP and perform related studies as approved by the GSA Committee, and to implement the GSP, shall be shared by the Parties as agreed to by the Parties. The Parties may consider levying a charge pursuant to SGMA. There are several vehicles to capture costs for implementing SGMA pursuant to section 10730 set seq. of SGMA.

8. **ADMISSION OF NEW PARTIES**. Additional parties that meet the definition of "local agency" under California Water Code Section 10721(n) may become signatories to this MOA upon approval by the Parties and execution of an amendment to this MOA by the new party's legislative body.

9. **TERM**. This MOA shall continue and remain in effect unless and until terminated by the consent of the Parties, or as otherwise provided in this MOA or as authorized by law.

10. **TERMINATION AND WITHDRAWAL.**
Upon termination of the MOA or withdrawal of any Party from the MOA, each Party reserves the right to become its own GSA, to the extent authorized by SGMA, and to thereafter exercise the powers conferred to a GSA, within the Party's boundaries.

10.1 Termination: Either Party may terminate this MOA upon 120-days written notice. If one Party provides notice of termination, the Parties shall meet and confer during the 120-day notice period regarding: (i) whether, as a result of the termination, a coordination agreement or other arrangement is necessary to satisfy the requirements of SGMA; and (ii) any other issues and steps that are necessary to avoid triggering a probationary status determination by the State Water Board. Any resolution of issues pertaining to termination and any other GSA issues shall be undertaken in a manner that satisfies all requirements of SGMA, including any requirement to file any new GSA notices.

In the event that there are more than two Parties to this MOA, this MOA shall continue and remain in effect unless and until terminated by the unanimous written consent of the Parties, or as otherwise provided in this MOA or as authorized by law. Upon termination of this MOA, each Party agrees to pay its share of any expenses incurred or accrued in accordance with section 7 of this MOA up to the date of termination.

10.2 Withdrawal: In the event there are more than two Parties to this MOA, any Party may decide, in its sole discretion, to withdraw from this MOA by providing 120-days written notice to the other Parties. A Party that withdraws from this MOA shall remain obligated to pay its share of costs and expenses incurred or accrued under this MOA and any related cost-sharing agreement or arrangement up to the date the Party provides its notice of withdrawal as provided herein. In the event of withdrawal by one of the Parties, the Parties shall meet and confer during the 120-day notice period regarding: (i) whether the withdrawing Party wishes to seek GSA status for a portion of the Corning Sub-basin underlying the jurisdictional area or service area of the withdrawing Party; (ii) whether, as a result of the withdrawal, a coordination agreement or other arrangement with the withdrawing Party is necessary to satisfy the requirements of SGMA; and (iii) any other issues and steps that are necessary to avoid triggering probationary status of the Corning Sub-basin and State Water Board intervention. Any resolution of issues pertaining to withdrawal and any other GSA issues shall be

undertaken in a manner that satisfies all requirements of SGMA and DWR, including any requirement to file any new GSA notices.

11. **AMENDING THE MOA.** This MOA and Exhibits hereto may only be amended by a subsequent writing, approved and signed by all Parties.

12. **JURISDICTION.** This MOA shall be governed by and construed in accordance with the laws of the State of California.

13. **ENTIRE AGREEMENT.** This MOA constitutes the entire agreement of the Parties with respect to the subject matter of this MOA and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this MOA.

14. **SEVERABILITY.** If one or more of the provisions contained in this MOA are invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any manner.

15. **INDEMNIFICATION.** Each Party shall indemnify each of the Parties and their board members, officers, employees, agents or volunteers from and against any and all liabilities arising from or in connection with any negligent act or omission or willful misconduct taken by the indemnifying Party, its board members, officers, employees, agents or volunteers, under or in connection with this MOA. This indemnification provision will continue to bind the Parties after the termination of this MOA for liabilities that arise or arose from the indemnifying Party's negligent act or omission or willful misconduct in connection with this MOA.

16. **NOTICES.** All notices and other communications given under the terms of this MOA must be in writing and served personally or by certified US mail. Any such notices shall be addressed to the Parties as set forth as follows or to such other address as the Parties may hereafter designate by written notice. The date of receipt of the notice shall be the date of actual personal service or three days after the postmark on certified mail.

Glenn County
Marcie Skelton
Agricultural Commissioner
P.O. Box 351
Willows, CA 95988

Glenn Colusa Irrigation District
Thad Bettner
General Manager
P.O. Box 150
Willows, CA 95988

17. **RELATIONSHIP OF PARTIES**. The Parties shall remain at all times as to each other, wholly independent entities. No Party shall have the authority to incur any debt, obligation, or liability on behalf of another Party unless expressly provided by written

agreement of the Parties. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.

18. **NO THIRD PARTY BENEFICIARIES.** This MOA is not intended, and will not be construed, to confer a benefit or create any right on a third party or the power or right to bring an action to enforce any of its terms.

19. **WITHDRAWAL OF NOTICE TO DWR.** Upon execution of this MOA by both Parties, each Party shall formally notify DWR of its withdrawal or rescission of its previous notification to DWR regarding its intent to be a GSA in the Corning Sub-basin to allow the CSGSA to become the GSA for the Glenn County portion of the Corning Sub-basin.

20. **COUNTERPART EXECUTION.** This MOA may be executed in counterparts and each executed counterpart shall be effective as the original.

Glenn County

Keith Corum, Chairman
Board of Supervisors

Date June 27, 2017

Glenn Colusa Irrigation District

Donald R. Bransford, President
Board of Directors

Date_____

Approved as to Form:

Alicia Ekland, County Counsel
Glenn County, California

Exhibit A. Corning Sub-basin GSA

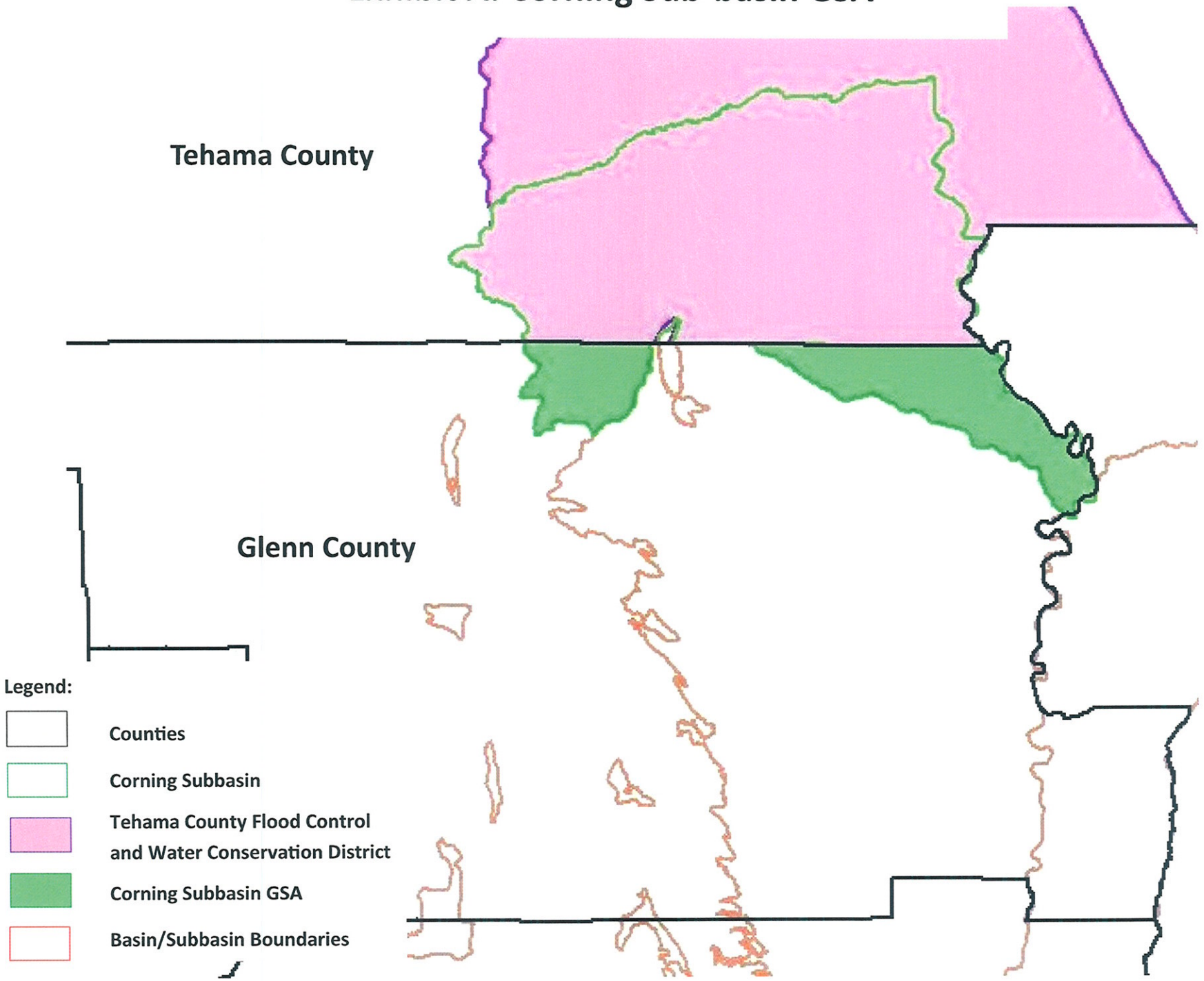


Exhibit 2.

PROOF OF PUBLICATION

No. 3198

In the Matter of
Legal - Glenn Co. Dept of Agriculture - PHN to consider actions relating to the management of groundwater Management -Groundwater sustainability Agency

State of California)
County of Glenn) ss

The undersigned resident of the County of Glenn, State of California, says:

That I am, and at all time herein mentioned was a citizen of the United States and not a party to nor interested in the above entitled matter; that I am the principal clerk of the publisher of:

The Sacramento Valley Mirror

That said newspaper is one of general circulation as defined by Section 6000 Government Code of the State of California, Case No. 27,207 by the Superior Court of the State of California, in and for the County of Glenn,Case #02CV00614; that said newspaper at all times herein mentioned was published twice a week (on Wednesdays and Saturdays) in the town of Willows and County of Glenn; that the notice of which the annexed is a true printed copy, was published in said newspaper on the following days:

June 10, and 17, 2017

I certify (or declare), under penalty of perjury, that the foregoing is true and correct, at the County of Glenn,Willows, California.

Date June 19, 2017
at Willows, California.

Tim Crews, Publisher

LEGAL NOTICE

NOTICE OF PUBLIC HEARINGS

Pursuant to Water Code section 10723(b) and Government Code section 6066, notice is hereby given that the County of Glenn will hold public hearings on **June 27, 2017** at the Glenn County Board of Supervisors' Chambers, 525 West Sycamore Street, Willows, CA 95988, to consider actions relating to the management of the groundwater subbasins mentioned below in compliance with the Sustainable Groundwater Management Act of 2014 (SGMA) (details on the times are set forth below). In September 2014, the California legislature enacted SGMA to require sustainable groundwater management statewide. Implementation of SGMA is achieved through the formation of Groundwater Sustainability Agencies (GSAs) and the preparation and implementation of Groundwater Sustainability Plans (GSPs).

The County Glenn will hold a public hearing at **9:00 AM**, or as soon thereafter as may be heard, to:

Consider the adoption of a resolution approving the Memorandum of Agreement Establishing the Corning Sub-basin Groundwater Sustainability Agency, which among other things will: (1) form the Corning Sub-basin Groundwater Sustainability Agency; (2) elect the Corning Sub-basin Groundwater Sustainability Agency to serve as the groundwater sustainability agency under the Sustainable Groundwater Management Act (Water Code §§ 10720, et seq.) for the Glenn County areas of the Corning Sub-basin of the Sacramento Valley Groundwater Basin; and (3) authorize the Corning Sub-basin Groundwater Sustainability Agency to make any and all necessary filings to formally confirm that it becomes the groundwater sustainability agency for the previously identified areas;

And the County Glenn will hold a public hearing at **9:30 AM**, or as soon thereafter as may be heard, to:

Consider the adoption of a resolution to modify the notice of election to become a Groundwater Sustainability Agency submitted to the California Department of Water Resources posted July 9, 2015 that will: (1) limit the boundaries of the Glenn County Groundwater Sustainability Agency within the West Butte Subbasin of the Sacramento Valley Groundwater Basin to the areas not being managed by another eligible local agency; (2) agree to work cooperatively on a single Groundwater Sustainability Plan or coordinated Groundwater Sustainability Plans for the West Butte Subbasin; and (3) authorize the County to make any and all necessary filings to formally confirm that it becomes the groundwater sustainability agency for the previously identified areas.

The Board of Supervisors may also discuss other hearings or business items before or after the items listed above. If you challenge the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing. Comments may be either, (1) mailed or delivered in person to the Glenn County Board of Supervisors at 525 W. Sycamore St., Suite B1, Willows, CA 95988 or (2) provided in person at the Public Hearing. Failure of any person to receive the notice shall not constitute grounds for any court to invalidate the action of the legislative body for which the notice was given. Information regarding the proposed resolutions is on file at the Board of Supervisors' Office at 525 W. Sycamore St., Suite B1, Willows, CA 95988.