

Glenn Groundwater Authority

Groundwater Sustainability Agency

PO Box 351, Willows, CA 95988 | 530.934.6501

Board of Directors Special Meeting Materials

Meeting Date: April 9, 2020

Pursuant to Governor Newsom's Executive Order N-29-20 this meeting will be conducted by teleconference. The meeting can be accessed via telephone at **(312) 757-3121** or by computer, smartphone, or tablet at:

<https://global.gotomeeting.com/join/152693325>

Meeting Access Code: 152-693-325

1. CALL TO ORDER

The Chairperson will call the meeting to order.

2. ROLL CALL

Roll call will be conducted.

3. *APPROVAL OF MINUTES

Approval of meeting minutes from March 10, 2020.

Draft meeting minutes are attached.

Glenn Groundwater Authority

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PO Box 351, Willows, CA 95988 | 530.934.6501

MEETING MINUTES

GLENN GROUNDWATER AUTHORITY BOARD OF DIRECTORS

MARCH 10, 2020

1:30 PM

720 NORTH COLUSA STREET, WILLOWS, CA 95988

Director Members Present:	Alternate/2 nd Alternate Directors	Agency Representing:
X John Viegas	Vince Minto	County of Glenn
X Bruce Roundy	Pete Carr	City of Orland
	Ed Vonasek (2 nd)	City of Orland
X Gary Hansen	X Evan Markey	City of Willows
George Nerli	X Leslie Nerli	Glide Water District
X John Amaro	Thad Bettner	Glenn-Colusa Irrigation District
X Charles Schonauer	Emil Cavagnolo	Orland-Artois Water District
	Andrea Jones (2 nd)	Orland-Artois Water District
X Randy Hansen	Wade Danley	Kanawha Water District
	Michael Alves (2 nd)	Kanawha Water District
Mark Lohse	Seth Fiack	Monroeville Water District
X Gary Enos	Lance Boyd	Princeton-Codora-Glenn Irrigation District/ Provident Irrigation District

Others in attendance:

Lisa Hunter, GGA/Glenn County; Sharla Stockton, Glenn County; Holly Reimers; Del Reimer, Westside Ad Hoc Committee Member; Gwynn Turnbull Weaver, Westside Ad Hoc Committee Member; Valerie Kincaid, GGA Counsel; Pat Vellines, DWR; Brandon Davison, DWR; Erin Crandall, DWR; Darla Nonella; Tom Nonella; Tim Parraie; Ryan Everest.

1. CALL TO ORDER

John Amaro called the meeting to order at 1:30 PM and the Pledge of Allegiance was recited.

2. ROLL CALL

Roll was taken and is indicated above.

3. APPROVAL OF MINUTES

Approval of meeting minutes from February 10, 2020.

The February 10, 2020 Board meeting minutes were approved as submitted.

Motion: John Viegas, Second: Gary Enos, Vote: Unanimous

4. PERIOD OF PUBLIC COMMENT

Holly Reimers provided a copy of *The State Bar of California, Rule 4.2 Communication with a Represented Person*.

5. STAFF UPDATES

Lisa Hunter provided the Glenn Groundwater Authority (GGA) Board with a Program Manager Report.

She highlighted the status updates on the Technical Support Services Project and Long-Term Funding. She also mentioned the Groundwater Resources Association is holding a Groundwater Sustainability Agency Summit and encouraged those that are interested to attend. Ms. Hunter mentioned the California Fair Political Practices Commission (FPPC) Statement of Economic Interests (Form 700s) - 2019/2020 Forms are due April 1, 2020.

6. FINANCIAL REPORT

- a. Review and accept Monthly Activities Report.
- b. Review and consider approval of claims.

Lisa Hunter noted the County Department of Finance charges are significantly less than what was originally budgeted. Additionally, the first installment from the property related fee was received, including fee corrections.

A motion was made to accept the monthly activities report as submitted.

Motion: Gary Hansen, Second: Randy Hansen, Vote: Unanimous

A motion was made to approve the claims.

Motion: Chuck Schonauer, Second: Gary Enos, Vote: Unanimous

7. COLUSA SUBBASIN GROUNDWATER SUSTAINABILITY PLAN

- a. Receive update on Plan development and upcoming Board and Public Workshops
- b. Receive update on Proposition 1 GSP Development Grant
- c. Receive update on Proposition 68 funding application

Lisa Hunter stated highlights for this item are included in the Program Manager Report for reference. The Colusa Groundwater Authority (CGA) is the contracting entity with Department of Water Resources for the Proposition 1 GSP Development Grant. The Glenn Groundwater Authority coordinates on reviewing invoices and activities updates. Currently there are some clarifications being made to invoices and back-up documentation. An updated Proposition 68 application was sent to DWR for review. Final awards are expected this March. The HCM/Water Budget Project (GGA contract with Davids Engineering) has continued bi-weekly meetings with Mary Fahey, GGA staff and the consulting team (Management Team) on project updates. Draft reports are expected in April. The anticipated completion date listed in the contract is April 30, 2020. There have been delays, for instance in the release of the C2VSim Fine Grid model from DWR. A contract amendment may be needed to extend the completion date due to these delays. For the remaining portions of the Groundwater Sustainability Plan (GSP) development the contract is being finalized with Davids Engineering. Ms. Hunter also indicated the Management Team is outlining next steps, meeting dates and topics, and interim milestones for the GSP Project. It is likely the April 13 GGA Board meeting date will be replaced by a CGA/GGA Joint Board Workshop to begin rolling out HCM and Water Budget Components and other GSP topics. The Board can expect more frequent, longer meetings in order to hear more detail on GSP development and provide meaningful input. Many of these meeting will be held jointly with the CGA. There were no objections to this approach.

8. MEMORANDUM OF UNDERSTANDING BETWEEN THE COLUSA GROUNDWATER AUTHORITY AND GLENN GROUNDWATER AUTHORITY
 - a. Review and discuss MOU
 - b. Consider recommendation from the CGA/GGA Joint Executive Committee to approve the MOU.

Lisa Hunter stated in June of 2018 the Board started working on a Memorandum of Understanding. The draft MOU has been reviewed at multiple Executive and Joint Executive Committee meetings. There are a few edits and clarifications pending and once those have been completed it will be sent to the Board for review and consideration of approval.

9. 2020/2021 BUDGET

Discussion was held regarding the formation of a Budget Ad Hoc Committee to review the current budget and develop a 2020/2021 draft budget. John Viegas, Gary Hansen, and Leslie Nerli volunteered to be members of the committee. The Ad Hoc committee was formed by board consensus.

10. WESTSIDE AD HOC COMMITTEE REPORT

John Viegas introduced the report highlighting the process, intent, and format of the Westside Ad Hoc Committee Report with five options including pros and cons of each. He added the committee would like the consideration of these options to be expedient. He opened the floor for other board members and ad hoc committee members to comment. Holly Reimers, a westside landowner stated the reason for the submission of this report is because landowners are not happy and want to bring other options to the forefront for the Board's consideration. Lisa Hunter summarized each option including examples, pros and cons, and noted which options the Westside Ad Hoc Committee members prefer. Discussion, including committee and public input, was included after each option summary.

Option 1: Change GGA Fee Structure to Include a Minimal Fee (defined line)

Discussion included availability and cost of data collection and water use information, use of satellite images such as Google Earth, concerns regarding domestic wells surrounded by deeper wells, availability of site maps and permitting information to determine who uses groundwater, surface water, or both, the definition of the "line" is meant to be an example, property values relating to availability of water, and the reporting of water use using an honor system.

Option 2: Incentive Program for Non-Pumpers

Discussion included crop values related to payment of fees, monitoring options, mail out surveys, public use reporting list, and a waiver system for people that are not pumping groundwater.

Option 3: Technical Evaluation and Fact Gathering

Discussion included the foundational need for this task in GSP development, acquisition of data to support a potential Basin Boundary Modification, availability of well completion report information that was not accounted for in developing the basin boundary, the quality and usefulness of well completion reports and related data, the desire to prioritize technical work to inform future conversations, and incentive programs to move the process forward and to access data from landowners.

Option 4: Complete the GSP and Continue Technical Evaluation

Discussion included the dissatisfaction of the landowners for this option, the potential for any outside funding sources that could help subsidize properties during this process, potential for private water contracts or sponsors, and the Proposition 1 grant that pays for a large portion of the GSP development that is not funded by the landowners.

Option 5: Unmanaged Area

Discussion included there are many unknown with this option, the landowners dissatisfaction with this option, the burden to the landowners under this option, the perceived inequity in the current Proposition 218 process, the County's options for potential involvement if the westside were to become an unmanaged area, the development of a GSP for the entire basin, perceived benefits or lack of benefits provided by the GGA, and State Water Resources Control Board basin management.

John Viegas made a motion to continue the item to the April 13, 2020 meeting at 1:30 PM. Gary Hansen seconded the motion.

Motion: John Viegas, Second: Gary Hansen

Additional discussion was held. Del Reimers commented that if there was no decision by the next meeting there will be recourse. Chuck Schonauer suggested a Special Board meeting be scheduled prior to the regularly scheduled Board meeting to discuss this specific topic. The Executive Committee should review the report and make further recommendations to the Board at its regularly scheduled meeting. John Viegas suggested leaving the item on the regularly scheduled Board meeting agenda in the case a Special Board meeting is not held. Leslie Nerli suggested the GGA Board meet an hour prior to the Joint GGA-CGA meeting.

A revised motion was made that the Executive Committee discuss this topic and provide a recommendation to the Board at the April 13, 2020 regular Board Meeting or a Special Meeting, whichever occurs earlier.

Motion: John Viegas, Second: Gary Hansen, Vote: Unanimous

11. COMMITTEE UPDATES

a. Executive Committee

i. CGA/GGA Joint Executive Committee

The GGA Executive Committee did not meet, but instead met jointly with the CGA Executive Committee to discuss the Draft MOU, GSP development, and Department of Water Resources Technical Assistance Programs.

b. Stakeholder Engagement Committee

The Stakeholder Engagement Committee has not met.

c. Technical Advisory Committee

The TAC has not met and has nothing new to report.

d. West Side Ad Hoc Committee

The Westside Ad Hoc Committee developed a report which was submitted to the Board and discussed under Agenda Item 10.

12. CLOSED SESSION

Gov't Code §54956.9 - Conference with Legal Counsel – Anticipated or significant exposure to litigation (1)

John Amaro recessed the Board to Closed Session. The Board conferred with Legal Counsel. John Amaro reconvened the Board to Open Session. Direction was provided to staff and legal counsel during closed session. No reportable action was taken.

13. MEMBER REPORTS AND COMMENTS

Lisa Hunter mentioned there is a funding mechanism task (optional task 4) in the GSP development scope of work which requires a notice to proceed. The CGA/GGA Joint Executive Committee will discuss this task and a recommendation regarding timing of the task may be brought back to the Board for consideration at a future meeting.

14. NEXT MEETING

The next GGA Board meeting is April 13, 2020 at 1:30 PM. A Special Meeting may be called prior to April 13.

15. ADJOURN

The meeting was adjourned at approximately 4:10 PM.

DRAFT

4. PERIOD OF PUBLIC COMMENT

Members of the public are encouraged to address the GGA Board of Directors on items relevant to the GGA. Public comments are limited to no more than 5 minutes. No action may be taken on public comments.

5. CLOSED SESSION

Gov't Code §54956.9 - Conference with Legal Counsel – Anticipated or significant exposure to litigation (1)

6. REPORT OUT OF CLOSED SESSION

7. STAFF UPDATES

The program manager will provide a brief status updates. Reminders and/or clarifications may also be made at this time.

8. FINANCIAL REPORT

- a. *Review and accept Monthly Activities Report.
- b. *Review and consider approval of claims.

The Claims Summary is attached. The Monthly Activities Report is not available at the time the meeting packet was distributed. The report may be distributed and reviewed at the meeting if available.

Attachment:

- Claims Summary

Glenn Groundwater Authority

Invoices to be paid

Meeting Date: April 9, 2020

Invoice Date	Invoice Number	Description	Amount
2/29/2020	1178.01-3855	Davids Engineering, Inc (HCM/Water Budget)	\$ 12,357.50
3/27/2020	9401	O'Laughlin & Paris LLP	\$ 6,125.00
2/29/2020	1178.02-3858	Davids Engineering, Inc (Prop 68 Grant Application)	\$ 81.27
Total			\$ 18,563.77

9. COLUSA SUBBASIN GROUNDWATER SUSTAINABILTY PLAN

- a. Receive update on Plan development and upcoming Board and Public Workshops
- b. Receive update on Proposition 1 GSP Development Grant
- c. Receive update on Proposition 68 funding application

Staff will provide an update on Groundwater Sustainability Plan development progress. Direction and clarifications may be made.

10. MEMORANDUM OF UNDERSTANDING BETWEEN THE COLUSA GROUNDWATER AUTHORITY AND GLENN GROUNDWATER AUTHORITY

- a. Review and discuss MOU
- b. *Consider recommendation from the GGA Executive Committee to approve the MOU.

In June 2018, GGA Counsel prepared a draft MOU outlining the coordination between the CGA and GGA during the GSP development process. The GGA Executive Committee provided input to the draft and subsequently presented the MOU to the CGA Executive Committee for their input. The CGA and GGA Executive Committees have met jointly on several occasions to discuss and review the draft MOU. At the February 27, 2020 CGA/GGA Joint Executive Committee meeting, the committees provided edits to staff for incorporation into the MOU and additional clarification to request of CGA Counsel and GGA Counsel. The CGA/GGA Executive Committee recommended approving the MOU with the requested edits and clarifications.

After the February 27, 2020 CGA/GGA Joint Executive Committee meeting, additional edits were made, and input was received by CGA and GGA counsel. The CGA Board reviewed the revised MOU on March 24, made a few additional edits, and approved the MOU as amended. The GGA Executive Committee reviewed the MOU on March 25. Lisa Hunter provided update on the edits that had taken place since the joint meeting and the recommended changes the CGA Board approved on March 24. The GGA Executive Committee accepted the changes and recommends the GGA Board approve the MOU.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COLUSA GROUNDWATER AUTHORITY AND THE GLENN
GROUNDWATER AUTHORITY

This Agreement is entered into and effective as of _____, 2020 (“Effective Date”) by and among the Colusa Groundwater Authority (“CGA”) and the Glenn Groundwater Authority (“GGA”) (collectively “Parties” or individually a “Party”).

RECITALS

WHEREAS, on August 29, 2014 the California Legislature passed comprehensive groundwater legislation contained in SB 1168, SB 1319, and AB 1739. Collectively, those bills, as subsequently amended, enacted the “Sustainable Groundwater Management Act” (“SGMA”). Governor Brown signed the legislation on September 16, 2014 and it became effective on January 1, 2015; and

WHEREAS, each of the Parties overlies the Sacramento Valley Groundwater Basin, Colusa Subbasin, California Department of Water Resources (“DWR”) Basin No. 5-021.52 as its boundaries may be modified from time to time in accordance with Water Code section 10722.2 (the “Basin); and

WHEREAS, DWR has designated the Basin as a high-priority basin not subject to critical conditions of overdraft;

WHEREAS, pursuant to SGMA, specifically Water Code section 10720.7(a)(2), the Basin must be managed under a groundwater sustainability plan (“GSP”) or coordinated GSPs by January 31, 2022; and

WHEREAS, on or about June 20, 2017, the GGA elected to manage the groundwater within the boundaries of its members in the Colusa Subbasin by acting as the Groundwater Sustainability Agency (“GSA”) pursuant to SGMA; and

WHEREAS, on or about June 21, 2017, the CGA elected to manage the groundwater within the boundaries of its members in the Colusa and West Butte Subbasins by acting as the GSA pursuant to SGMA; and

WHEREAS, the Parties desire, through this Agreement, to collectively develop a single GSP to sustainably manage the Basin; and

WHEREAS, the Parties plan to review this Agreement and the provisions therein after a joint GSP has been developed or in 2022, whichever occurs earlier; and

THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 **Definitions.** As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereafter set forth shall be as follows:

- a) “**Agreement**” shall mean this Agreement between the CGA and the GGA.
- b) “**Basin**” shall mean the California Sacramento Valley Groundwater Basin, Colusa Subbasin, California Department of Water Resources (“DWR”) Basin No. 5-021.52 as its boundaries may be modified from time to time in accordance with Water Code section 10722.2.
- c) “**Basin-Wide Activities**” shall mean those activities or actions that affect the Basin as a whole or are otherwise required by SGMA to be determined at the Basin level.
- d) “**CGA**” shall mean the Colusa Groundwater Authority, a Party to this Agreement.
- e) “**Confidential Information**” shall mean the confidential information exchanged amongst and between the Parties as provided by Article 5 of this Agreement.
- f) “**Coordination Agreement**” shall mean a legal agreement adopted between two or more GSAs that provides the basis for intra-basin coordination for more than one Groundwater Sustainability Plan within a single basin.
- g) “**DWR**” shall mean the California Department of Water Resources.
- h) “**Effective Date**” shall be as set forth in the Preamble.
- i) “**GGA**” shall mean to the Glenn Groundwater Authority, a Party to this Agreement.
- j) “**Groundwater Sustainability Agency**” or “**GSA**” shall mean an agency enabled by SGMA to regulate a portion of the Basin cooperatively with all other Groundwater Sustainability Agencies in the Basin, in compliance with the terms and provisions of SGMA.
- k) “**Groundwater Sustainability Plan**” or “**GSP**” shall mean a plan of a Groundwater Sustainability Agency proposed or adopted pursuant to SGMA.
- l) “**Joint Committees**” shall mean a meeting of the respective committee of both of the Parties (i.e. Technical Advisory Committee, Executive Committee)
- m) “**Management Area**” shall mean an area within a subbasin for which the 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.
- n) “**Members**” shall mean the member agencies of each of the Parties’ Joint Powers Agreements.
- o) “**Parties**” shall mean both signatories to this Agreement.

- p) **“Party”** shall mean an individual signatory to this Agreement.
- q) **“Project Agreement”** shall mean a separate agreement amongst and between the Parties for a specific project, whose purpose, terms, or financial contributions are different than those set forth in this Agreement.
- r) **“SGMA”** shall mean the Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319, and AB 1739) that collectively comprise the Act, as that legislation and those regulations may be amended from time to time.

ARTICLE 2: KEY PRINCIPLES

2.1 The Parties acknowledge and agree that SGMA is a new, complex and evolving law. While this Agreement reflects the Parties’ initial approach to achieve SGMA compliance, the Parties acknowledge they may experience changes in political boundaries, gain experience in the application of SGMA, or discover other considerations that may affect the decision of each Party with regard to how best it may comply with SGMA within each of their own boundaries. DWR has acknowledged the need for entities to be able to change their decisions about participating in or becoming a GSA, and it is the intent of the Parties to support flexibility in admitting additional Parties, accommodating voluntary withdrawals, coordinating with other multi-agency or individual GSAs, changing the form of their organizational documents, and making other types of adjustments required by the Parties to achieve efficient compliance with SGMA, consistent with the schedule and requirements of SGMA for coordination throughout the Basin and the provisions of this Agreement.

2.2 The Parties intend to work together in mutual cooperation to develop a GSP in compliance with SGMA, for the sustainable management of groundwater in the Basin. This collaboration may include jointly obtaining consulting, administrative and management services needed to efficiently and effectively develop a GSP, to conduct outreach to other Basin agencies and private parties, and to identify mechanisms for the management and funding commitments necessary for the purposes of this Agreement.

2.3 The Parties intend to mutually cooperate to the extent possible to jointly implement the GSP within the Basin.

2.4 To the extent the Parties are not able to collaborate on a single GSP, each Party reserves the right to develop a GSP for the portion of the Basin the GSA is authorized to manage. To the extent it is not possible to jointly implement the GSP within the Basin, each Party reserves the right to implement the GSP within its boundaries, and work with the other Party to coordinate such implementation in accordance with the requirements of SGMA.

2.5 The Parties expressly intend that this Agreement shall not limit or interfere with the respective Parties’ rights and authorities over their own internal matters, including, but not limited to, a Party’s legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters. The Parties make no

commitments by entering into this Agreement to share or otherwise contribute their water supply assets as part of the development or implementation of a GSP.

2.6 Nothing in this Agreement is intended to modify or limit a Party's police powers, land use authorities, or any other authority.

ARTICLE 3: FORMATION, PURPOSE AND POWERS

3.1 **Recitals:** The foregoing recitals are incorporated by reference.

3.2 **Certification:** Each of the Parties certifies and declares that it is a public agency (as defined in Government Code section 6500 et seq.) that is authorized to be a GSA and manage groundwater for the portion of the Basin that its members overlie.

3.3 **Purpose of the Agreement.** The purposes of this Agreement are to:

- a) Establish mechanisms which will support the sustainable management of groundwater in the Basin;
- b) Provide for coordination amongst and between the Parties to develop and implement a GSP; and
- c) Otherwise satisfy the requirements of SGMA for coordination among the CGA and the GGA.

3.4 **Authority Under this Agreement.** To the extent authorized by the Parties, subject to the limitations set forth in this Agreement and the limitations of all applicable laws, the Parties acting collectively shall have the following authority including, but not limited to, the power to:

- a) Coordinate the implementation of SGMA among the Parties in accordance with this Agreement;
- b) Recommend the adoption of actions, rules, regulations, policies, and procedures related to the coordination of the Parties for the purposes of implementation of SGMA;
- c) Perform all acts necessary or proper to carry out fully the purposes of this Agreement and to exercise all other powers necessary and incidental to the implementation of the powers set forth herein.

3.5 **Powers Reserved to the Parties.** Each Party will have the sole and absolute right, at its sole discretion, to:

- a) Act as a GSA within its boundaries managed in whole or in part by such Parties;
- b) Approve any portion, section or chapter of the GSP developed pursuant to this Agreement;

- c) Exercise authorities granted to each of the Parties as a GSA under SGMA;
- d) Exercise authority to implement SGMA and any GSP adopted pursuant to this Agreement;
- e) Defend any challenge to the adoption or implementation of a GSP developed pursuant to this Agreement; and

f) Notwithstanding anything to the contrary in this Agreement, this Agreement does not provide either Party the authority to undertake any activities within the geographic or service area boundaries of the other Party pursuant to the GSP developed or adopted hereunder, unless the Parties have formally and expressly consented and agreed in writing to the activity proposed.

3.6 Term. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Article 7 of this Agreement.

3.7 Participation of Parties. Each of the Parties agrees to undertake such additional proceedings as may be necessary in order to carry out the terms and intent of this Agreement, including the support of its Members, to participate in this Agreement. This support may involve the following types of actions:

a) The Parties will provide support to any Joint Committees, and any third party facilitating development of the GSP by making available staff time, information and facilities within available resources.

b) Policy support to any Joint Committees shall be provided by the Parties to either approve, or respond quickly to, any recommendations made as to funding shares, operational decisions, fee structures, and other policy areas.

c) Each of the Parties may contribute public resources including but not limited to personnel, services, equipment or property to facilitate this Agreement. Such in-kind resource support is made in order to facilitate this Agreement and comply with SGMA; without a separate Project Agreement, the contributions shall not be made with the expectation of reimbursement from other Party.

3.8 Other Officers, Employees and Consultants. To the extent the Parties need support from employees, officers, consultants or otherwise need to hire employees, the Parties may do the following:

a) Provide that any employee of the Parties' respective Members, with the express approval of the Parties, may work on behalf of the Parties under this Agreement, and shall perform the same various duties under the direction of the Joint Committee as for his or her employer in order to carry out this Agreement. This work may be completed and funded under the existing employment with the Parties or each of their Members. In the alternative, the Joint Committee may recommend that work performed by employees of the Members of the Parties be

reimbursed by the Parties. Such recommendation shall include the scope of activities and recommended reimbursement structure.

b) With the consent of the Parties, the Parties may independently contract or hire consultants and/or employees to perform work under this Agreement. Under this arrangement, the hiring or contracting Party must present the contract to the applicable Joint Committee for review and approval by the Parties. The contract must designate the non-contracting Party as an intended third-party beneficiary, and include appropriate indemnity, insurance, and non-disclosures to protect both Parties.

ARTICLE 4: JOINT COMMITTEES

4.1 **Joint Committees** . Activities under this Agreement will be guided by the applicable Joint Committees, which shall consist of each Party's respective committee. Joint Committees may be composed of Technical Advisory Committees, Executive Committees, Funding Committees, or others as the Parties desire. The Joint Committees shall work collaboratively under this Agreement to develop recommendations for the technical and substantive Basin-wide issues. Recommendations from the Joint Committees that require approval or action of the Parties shall be provided to each Party's respective governing boards for adoption, approval, or other recommended action. The Joint Committees shall be responsible for the following actions or other actions as directed by the Parties:

- a) Develop budget(s) for any project or program that requires funding from the Parties;
- b) Draft reports or options with regard to decisions related to the levying of taxes, assessments or property-related fees and charges that would be implemented basin-wide;
- c) Propose guidance and options for obtaining grant funding;
- d) Recommend the approval of contracts with consultants or subcontractors that would undertake work on behalf of the Parties pursuant to this Agreement;
- e) Update each Party's respective governing boards on specific issues, including the development of the GSP, when appropriate or requested;
- f) Advise the Parties when a Joint Committee cannot reach a consensus on a decision requiring unanimity;
- g) Conduct outreach with stakeholder groups in coordination with other committees as appropriate;
- h) Participate and guide the development of GSP and materials in support thereof; and

- i) Recommend action and/or approval of a GSP.

4.2 **Quorum.** A quorum for Joint Committee meetings requires that each of the separate Committees achieve a quorum independently. A quorum shall be necessary for purposes of transacting business as the Joint Committee, except that less than a quorum may vote to adjourn the meeting.

4.3 **Recommendations.** Each Party's committee shall be responsible for making recommendations to its respective governing board. The Joint Committee will strive for unanimous approval of such recommendations, and at a minimum, majority approval from each Party's present committee representatives. Should the Joint Committee find itself unable to agree on a recommendation, Article 4.6 shall apply.

4.4 **Meetings.** Any Joint Standing Committee shall provide for regular and special meetings in accordance with Chapter 9, Division 2, Title 5 of the California Government Code (the "Ralph M. Brown Act" commencing at section 54950), and any subsequent amendments of those provisions.

4.5 **Procedures to Address an Impasse/Lack of Unanimity.** When a Joint Committee is unable to agree on a recommendation to their respective governing boards, the matter may be subjected to additional procedures:

- a) **Straw Polls.** Straw polls (i.e., an unofficial vote conducted as a test of opinion) may be taken by Joint Committee representatives for the purpose of refining ideas and providing guidance for moving forward.

- b) **Provisional Voting.** Provisional votes may occur prior to final votes. This will be done when an initial vote is needed to refine a proposal but the Joint Committee representatives wish to consult with their respective Parties before taking a final vote.

- c) **Delay of Final Vote.** A vote shall be delayed if any Joint Committee representative declares its intention to propose an alternative or modified recommendation, to be proposed at the next meeting, or as soon thereafter as the Joint Committee representative can obtain any further information or clarifying direction from his or her appointing Party.

The Parties acknowledge the limited time provided by SGMA to complete the GSP preparation process and agree to use their best efforts to cooperate through the Joint Committees.

ARTICLE 5: INFORMATION AND DATA SHARING

5.1 **Exchange of Information.** The Parties acknowledge and recognize pursuant to this Agreement and SGMA that the Parties will need to exchange information amongst and between the Parties.

5.2 **Procedure for Exchange of Information.** The Parties should designate points of contact for the exchange and requests of information.

ARTICLE 6: FINANCIAL PROVISIONS

6.1 **Contributions and Expenses.** Each Party shall be responsible for funding its participation in this Agreement. The Parties agree to allocate costs for GSP preparation between the Parties proportionately based on acreage in each GSA. Funding for all other Projects will be addressed through a separate Project Agreement(s). For the activities addressed under a Project Agreement, the appropriate Joint Committee shall develop a scope of work, proposed cost allocation, and separate Project Agreement that would need to be approved by each Party's respective governing board before it is binding on such Parties.

6.2 **Funding Responsibility.** Each Party will be solely responsible for raising funds for payment of the Party's share of operating and administrative costs. The obligation of each Party to make payments under the terms and provisions of this Agreement is an individual and severable obligation and not a joint obligation of the other Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. No Party shall be precluded from independently pursuing any of the activities contemplated in this Agreement. No Party shall be the agent or have the right or power to bind the other Party without such Party's express written consent, except as expressly provided in this Agreement.

6.3 **Future Grant Funding.** In addition to current grant funding, the Parties may secure contributions of grant funding from state, federal, county or private sources for Projects between the Parties. Following the execution of this Agreement, unless otherwise agreed to in writing, all grant funding secured for Projects between the Parties shall be apportioned between the Parties in proportion to each Party's funding responsibility for the application cost.

6.4 **Current Grant Funding.** On behalf of the Parties, CGA submitted a grant application to DWR for Proposition 1 and Proposition 68 funds for GSP development and related projects in the Basin. The Parties shared the costs for the grant applications equally, each paying 50% of the application costs. In April 2018, DWR awarded CGA one-million dollars (\$1,000,000) in Proposition 1 funding to develop a GSP for the Basin. In March 2020, DWR awarded CGA an additional \$999,600 in Proposition 68 funding for GSP development. CGA, as the applicant, is the sole grantee of these grant awards. However, the Parties agree that the funding from Proposition 1 and 68 grants are to be shared equally by the Parties. The methods of paying for GSP costs, invoicing, and allocating cost-share will be further agreed to by the Parties in the Grant Agreement with DWR and recommendations from the applicable Joint Committee. In the event this Agreement is terminated as provided in Article 7.4 below, the Parties agree the GGA shall be entitled to its proportionate share of the remaining Proposition 1 and/or 68 grant funds at the time of termination.

ARTICLE 7: CHANGES IN PURPOSE, PARTICIPATION, WITHDRAWAL, AND TERMINATION

7.1 **Changes in Purpose.** This Agreement shall remain in place and all applicable provisions shall remain in effect even if the Parties determine it is not possible to develop a single GSP pursuant to this Agreement. In that instance, the Parties may develop separate, multiple GSPs and continue to collaborate as necessary to comply with SGMA. If more than one GSP will be developed for the Basin, the Parties Agree to develop a Coordination Agreement amongst and between the Parties drafting separate GSPs.

7.2 **Noncompliance with this Agreement.** In the event either Party (1) fails to comply with the terms of this Agreement, or (2) undertakes actions that conflict with or undermine the compliance with SGMA and/or achieving sustainable groundwater management, the Party alleging non-compliance shall provide written notice summarizing the nature of the non-compliant action to the Party against whom the allegations are lodged. The alleged non-compliant Party agrees to make best efforts to resolve or remedy any such non-compliance. Such actions may include, for example, failure to pay its agreed upon contributions when due; refusal to participate in GSA activities or to provide required monitoring of sustainability indicators; refusal to enforce controls as required by the GSP; refusal to implement any necessary actions as outlined by the approved GSP; and exceedance of minimum thresholds that are likely to lead to “undesirable results” under SGMA.

7.3 **Dispute Resolution.** The Parties desire to informally resolve all disputes and controversies related to this Agreement, whenever possible, at the least possible level of formality and cost. To the extent notice and informal discussion of non-compliance pursuant to Article 7.2 does not resolve the issue of non-compliance, the Parties may engage the services of a local hearing officer or resort to all available legal and equitable remedies to resolve disputes.

7.4 **Withdrawal and Termination.** Either Party may, in its sole discretion, unilaterally withdraw and terminate its participation from this Agreement, effective upon thirty (30) days prior written notice to the governing board of the other Party, provided that the withdrawing Party will remain responsible for its proportionate share of any obligation or liability duly incurred while a Party to this Agreement. In the event the withdrawing Party has any rights in any property or has incurred obligations, the Party may not sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the other Party.

As to any remaining grant funds at the time of termination (e.g., Prop 1 funds), each Party shall remain entitled to its proportionate share of said funds upon termination of this Agreement. In the event the remaining grant funds are in one Party’s name, the grantee Party shall, in good faith, cooperate with the other Party and facilitate said Party’s access to its proportionate share of the remaining grant funds.

7.5 **Disposition of Property Upon Termination.** Upon termination of this Agreement, the appropriate Joint Committee shall recommend the Parties distribute the assets between the successor entity and the Parties in proportion to how the assets were provided.

7.6 **Use of Data.** Upon withdrawal, a Party shall be entitled to use any data or other information developed during its time as a Party to this Agreement. Further, should a Party withdraw after completion of the GSP, it shall be entitled to utilize the GSP for further implementation of SGMA within its boundaries.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 **Indemnification.** Each Party shall hold harmless, defend and indemnify the other Party, and its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising out of any act or omission of the indemnifying Party in connection with this Agreement. These indemnification obligations shall continue beyond the Term of this Agreement as to any acts or omissions occurring before or under this Agreement or any extension of this Agreement.

8.2 **Non-Entity Status.** The Parties acknowledge and agree that this Agreement does not create a legal entity with power to sue or be sued, to enter into contract, or to enjoy the benefits or accept the obligations of a legal entity.

8.3 **Liability of Joint Committees.** Each Party must defend, indemnify and hold harmless the other Party from the actions of its employees or agents taken within the scope of the authority of this Agreement.

8.4 **Amendments.** This Agreement may only be amended by a written instrument executed by all Parties.

8.5 **Binding on Successors.** Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without a unanimous vote by the Parties. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties hereto.

8.6 **Notice.** Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of seventy-two (72) hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery, as follows:

CGA

Mary Fahey
Colusa Groundwater Authority Program Manager
100 Sunrise Boulevard, Suite A
Colusa, CA 95932
Email: mfahey@countyofcolusa.com
Phone: 530.458.0719

With a copy to: Scott K. Kuney
Young Wooldridge, LLP
1800 30th Street, Fourth Floor
Bakersfield, CA 93301-1909
Email: skuney@youngwooldridge.com
Phone: 661.327-9661

GGA

Lisa Hunter
Glenn Groundwater Authority Program Manager
720 N Colusa St
Willows, CA 95988
Email: lhunter@countyofglenn.net
Phone: 530.934.6501

With copy to: Valerie Kincaid
O’Laughlin & Paris LLP
2617 K Street, Suite 100
Sacramento, CA 95816
Email: vkincaid@olaughlinparis.com
Phone: 916.599.5498

8.7 **Counterparts.** This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

8.8 **Choice of Law.** This Agreement shall be governed by the laws of the State of California.

8.9 **Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement are held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

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

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

8.12 **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements and understandings, written or oral.

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

[signature blocks]

11. COMMITTEE UPDATES

a. Executive Committee

i. CGA/GGA Joint Executive Committee

The GGA Executive Committee meet March 25. The draft CGA/GGA MOU was discussed in a previous item. The committee set a bi-monthly meeting schedule for the 4th Wednesday at 1:30 pm. Meetings are set for May 27, July 22, September 23, and November 25. The committee also discussed remote meetings in response to State and Federal COVID-19 guidance.

b. Stakeholder Engagement Committee

The Stakeholder Engagement Committee has not met and has nothing new to report.

c. Technical Advisory Committee

The Technical Advisory Committee has not met and has nothing new to report.

d. West Side Ad Hoc Committee

The West Side Ad Hoc Committee has not met and has nothing new to report.

e. Budget Ad Hoc Committee

The Budget Ad Hoc Committee will be coordinating via email to meet social distancing recommendations. A draft budget will be presented at the May 11, 2020 meeting.

12. MEMBER REPORTS AND COMMENTS

Members of the GGA Board are encouraged to share information, reports, comments, and suggest future agenda items. Action cannot be taken on items brought up under this item

13. NEXT MEETING

The next regular meeting is scheduled for May 11, 2020 at 1:30 PM.

14. ADJOURN

The meeting will be adjourned.

*Indicates Action Item