

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-29-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS the threat of COVID-19 has resulted in serious and ongoing economic harms, in particular to some of the most vulnerable Californians; and

WHEREAS time bound eligibility redeterminations are required for Medi-Cal, CalFresh, CalWORKs, Cash Assistance Program for Immigrants, California Food Assistance Program, and In Home Supportive Services beneficiaries to continue their benefits, in accordance with processes established by the Department of Social Services, the Department of Health Care Services, and the Federal Government; and

WHEREAS social distancing recommendations or Orders as well as a statewide imperative for critical employees to focus on health needs may prevent Medi-Cal, CalFresh, CalWORKs, Cash Assistance Program for Immigrants, California Food Assistance Program, and In Home Supportive Services beneficiaries from obtaining in-person eligibility redeterminations; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. As to individuals currently eligible for benefits under Medi-Cal, CalFresh, CalWORKs, the Cash Assistance Program for Immigrants, the California Food Assistance Program, or In Home Supportive Services benefits, and to the extent necessary to allow such individuals to maintain eligibility for such benefits, any state law, including but not limited to California Code of Regulations, Title 22, section 50189(a) and Welfare and Institutions Code sections 18940 and 11265, that would require redetermination of such benefits is suspended for a period of 90 days from the date of this Order. This Order shall be construed to be consistent with applicable federal laws, including but not limited to Code of Federal Regulations, Title 42, section 435.912, subdivision (e), as interpreted by the Centers for Medicare and Medicaid Services (in guidance issued on January 30, 2018) to permit the extension of

otherwise-applicable Medicaid time limits in emergency situations.

2. Through June 17, 2020, any month or partial month in which California Work Opportunity and Responsibility to Kids (CalWORKs) aid or services are received pursuant to Welfare and Institutions Code Section 11200 et seq. shall not be counted for purposes of the 48-month time limit set forth in Welfare and Institutions Code Section 11454. Any waiver of this time limit shall not be applied if it will exceed the federal time limits set forth in Code of Federal Regulations, Title 45, section 264.1.
3. Paragraph 11 of Executive Order N-25-20 (March 12, 2020) is withdrawn and superseded by the following text:

Notwithstanding any other provision of state or local law (including, but not limited to, the Bagley-Keene Act or the Brown Act), and subject to the notice and accessibility requirements set forth below, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body or state body. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, a least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended.

A local legislative body or state body that holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements set forth below, shall have satisfied any requirement that the body allow

members of the public to attend the meeting and offer public comment. Such a body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

Accessibility Requirements: If a local legislative body or state body holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the body shall also:

- (i) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the Americans with Disabilities Act and resolving any doubt whatsoever in favor of accessibility; and
- (ii) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to subparagraph (ii) of the Notice Requirements below.

Notice Requirements: Except to the extent this Order expressly provides otherwise, each local legislative body and state body shall:

- (i) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in such means of public observation and comment, or any instance prior to the issuance of this Order in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of such means, a body may satisfy this requirement by advertising such means using "the most rapid means of communication available at the time" within the meaning of Government Code, section 54954, subdivision (e); this shall include, but need not be limited to, posting such means on the body's Internet website.

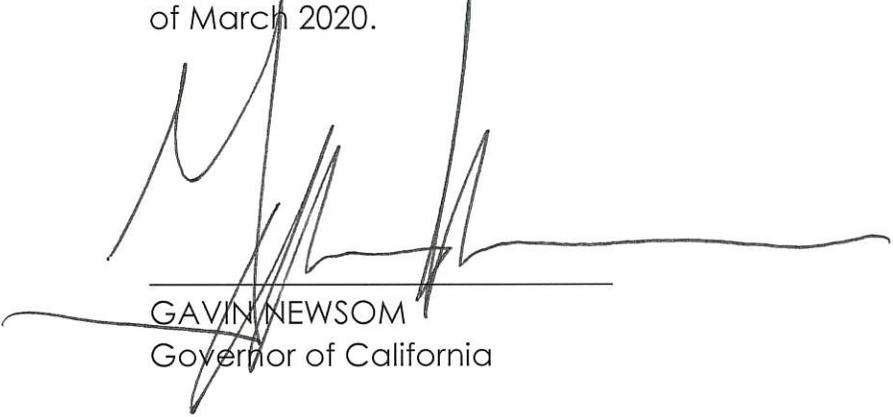
All of the foregoing provisions concerning the conduct of public meetings shall apply only during the period in which state or local public health officials have imposed or recommended social distancing measures.

All state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 17th day of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

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;

Commented [mmf1]: High

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.

~~b)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.**~~

e)d) **“CGA”** shall mean the Colusa Groundwater Authority, a Party to this Agreement.

e)e) **“Confidential Information”** shall mean the confidential information exchanged amongst and between the Parties as provided by Article 5 of this Agreement.

~~e)f) **“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.**~~

f)g) **“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)h) **“DWR”** shall mean the California Department of Water Resources.

h)i) **“Effective Date”** shall be as set forth in the Preamble.

i)j) **“GGA”** shall mean to the Glenn Groundwater Authority, a Party to this Agreement.

j)k) **“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)l) **“Groundwater Sustainability Plan”** or **“GSP”** shall mean a plan of a Groundwater Sustainability Agency proposed or adopted pursuant to SGMA.

~~m) **“Joint Technical Advisory Committee”** or **“Joint TACC Committees”** shall mean a meeting of the technical advisory committees respective committee of both of the Parties— (i.e. Technical Advisory Committee, Executive Committee)~~

~~h)n) _____~~

m)o) **“Management Area”** shall mean an area within a basin 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.

~~h)p)~~ **“Members”** shall mean the member agencies of each of the Parties’ Joint Powers Agreements.

~~h)q)~~ **“Parties”** shall mean both signatories to this Agreement.

~~h)r)~~ **“Party”** shall mean an individual signatory to this Agreement.

~~h)s)~~ **“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.

~~h)t)~~ **“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 ~~all~~the other PartiesParty 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 ~~any~~either Party the authority to undertake any activities within the geographic or service area boundaries of ~~any~~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 ~~the~~any Joint TAC 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 PartiesParty.

Commented [mf2]: Still having a hard time with the overall emphasis on the joint tac

Commented [LH3R2]: 3/12/20 Perhaps we change references to Joint TAC to Joint Committees (i.e. Joint TAC, Joint Executive Committee). I created this document with potential adjustments throughout.

Commented [LH4R3]: I agree, but wasn't this what the exec committee asked us to add? Perhaps we should leave the Joint TAC and add or other committees? Suggested language added.

Commented [mf5]: Ok

Commented [AD6]: Not sure what this paragraph is saying. What is policy support. And is support to be offered by one Party to the other

Commented [VK7R6]: The purpose is to define the role of the policy makers (Board members) and commit to responding to the TAC when policy direction on issues, such as water budget, or other non-technical items, is needed.

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 ~~TAC 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 ~~Basin~~ Joint ~~TAC 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 ~~TAC 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: GOVERNANCE JOINT COMMITTEES

4.1 ~~Joint Technical Advisory Committee ("Joint TAC") Committees.~~ Activities under this Agreement will be guided by the applicable Joint ~~TAC Committees~~, which shall consist of each Party's ~~technical advisory~~ respective committee. ~~Joint Committees may be composed of Technical Advisory Committees, Executive Committees, Funding Committees, or others as the Parties desire.~~ The Joint ~~TAC Committees~~ shall work collaboratively under this Agreement to develop recommendations for the technical and substantive Basin-wide issues. Recommendations from the ~~Joint TAC 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 TAC 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;

Commented [mf8]: Why joint tac?

Commented [mf9]: What about other committees

Commented [AD10]: Is this intended to be binding?

Commented [VK11R10]: No. This allows for a future proposal of one member's services being reimbursed by other members. For example, if the TAC required a secretary or person producing the agendas and that took a lot of time, the TAC could recommend CGA staff perform the duties and be reimbursed by GGA.

Commented [mf12]: Suggest changing heading. The Joint TAC is not the Governance for our GSAs. I'm having trouble with the Joint TAC being the main focus of this agreement. I think the Joint Exec Committee is equally important to joint decisions, if not more so. I tried to address this with a few suggested edits.

Commented [LH13R12]: 3/12/20 I think the heading is intended to outline the governance of the Joint TAC, not the governance of the GSAs.

Commented [mmf14]: This item needs refinement

Commented [AD15R14]: Agree. The role of the Joint TAC needs clarification and definition.

Commented [VK16R14]: The purpose of this section is to set up the governance of the JOINT TAC. The purpose of JOINT TAC is to collaborate and produce consistent recommendations to the respective CGA and GGA Boards. The joint TAC does not make any decisions itself (other than recommendations). To the extent the group wishes to have the purpose or duties of the joint TAC more specifically defined – we should add to the listed actions.

Commented [mmf17]: CGA's TAC includes members that are not Board members. They should not have the responsibilities listed below.

Commented [LH18R17]: Mary- can you provide a bit more on your thoughts for why the CGA TAC should not be responsible for these tasks? Which tasks would you recommend removing?

Commented [mmf19]: It's okay for CGA Board members on the TAC to have these responsibilities, but we have non-board members (Tribal rep, DWR, consultants, etc) that should not be making decisions on certain policy.

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Commented [AD20]: Suggest specifying

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

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

4.4 **Meetings.** ~~The~~Any Joint ~~TAC~~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 **Advisory Committees.** The ~~Joint TAC~~Committees may establish other advisory committees, technical committees or other committees for any purpose, including but not limited to the GSP purposes in Water Code section 10727 ~~et. seq.~~

4.6 ~~Voting~~ **Procedures to Address an Impasse/Lack of Unanimity.** When ~~the~~ Joint ~~TAC~~Committee is unable to ~~make~~agree on a ~~consistent~~ 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 ~~TAC~~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 ~~TAC~~Committee

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Commented [mmf21]: Re-word; strive for unanimous approval and recommendations

Commented [AD22]: This paragraph could use some clarification.

Commented [AD23]: This mechanism is unclear. Are we talking about the Joint TAC coming up with a recommendation, and if unanimous then each individual TAC presents the recommendation to its member Board? If so, it might help to restate/reorder this paragraph.

Commented [mmf24]: Lisa's suggested edits should work.

Commented [AD25]: What is the effect of non-unanimity or non-majority? Is it simply that the matter doesn't get recommended?

Commented [VK26R25]: Each respective TAC may recommend various items to their respective governing boards. If the item is being recommended from the "Joint TAC" such a recommendation must have a majority approval. If this majority approval is not achieved, it will not be a recommendation of the "joint TAC". This does not mean that each individual TAC cannot make the recommendation unilaterally, it just means that it won't be a recommendation from the Joint TAC.

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Commented [mmf27]: Re-word and incorporate Denise and Hilary's suggestions into 4.3 (I do not have their suggestions written down)

Commented [LH28R27]: My notes say- merge into 4.3- can revert back if needed. Hilary liked c. Delay of Final Vote section.

Commented [AD29]: Same comment as above.

Commented [mf30R29]: I think we should leave all of this as-is with the minor edits

Commented [VK31R29]: The purpose is to create a procedure to work together and agree on a process to agree prior to disagreement. This agreement does not form a new governing body - it just creates the guidelines by which two committees work together. So if there is not agreement, there will not be a joint TAC recommendation.

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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 TAC 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 TAC Committee representative can obtain any further information or clarifying direction from his or her appointing Party. Any

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 TAC Committees.

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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 may exchange information through collaboration and/or verbal or written information requests made at the Joint TAC level or through working/stakeholder committees. The request should provide a clear description of requested information. Parties should designate a representative to provide the information and a representative to receive the 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 for 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 TAC 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 with those 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.

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Commented [mmf32]: Can we just say "point of contact?"

Commented [AD33R32]: Agree this could be simplified.

Commented [mmf34]: The Committee felt that we have good communication now. Is this much formality necessary?

Commented [LH35R34]: It may be important to include something, but perhaps a little less formal? See suggestion, but open I'm open to other recommendations. This article is probably more important for potential stakeholder/working committees than the TACs.

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Commented [mmf36]: The Joint TAC asked that we consider a consistent system for grant agreements and consultant contracts.

Commented [mmf37]: This will be on a project by project basis. Some projects are acreage-dependent and some are not.

For the Prop. 1 GSP grant funding retention, it was decided to utilize an acreage percentage. Lisa/Mary to get the numbers on the acreage percentage of each GSA.

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Commented [VK38]: Tried to provide some clarity here -- but if I overstepped or oversimplified, please let me know what this section should say.

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~~6.3 — **Reimbursement for Basin-wide Activities.** In the event that a Party individually expends funds or incurs an obligation for a Basin-wide activity (e.g., retaining a consultant for GSP development), the other Party to this Agreement shall reimburse said Party for its share of the Basin-wide activity's expenses. This obligation shall apply only to such Basin-wide activities that were previously authorized by each Party's governing body. The Party who expended the funds or incurred the obligation shall invoice the other Party not more than every thirty (30) days, as needed. The invoice shall include a description of the work that has been completed and copies of consultant or subcontractor invoices and related documents. The invoiced Party shall pay the other Party for its share of the Basin-wide activity expense within ninety (90) days of receiving an invoice.~~

Commented [VK39]: If the changes to section 6.1 work, we may not need this section, it would be either split by acreage or defined in a project agreement.

~~6.4 — **Future Grant Funding.** In addition to Proposition 1 **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 the same percent as the proportion to each Party's funding responsibility for the application cost.~~

~~6.5 — **Proposition 14 Current Grant Funding.** On behalf of the Parties, CGA submitted a grant application to DWR for Proposition 1 (~~Prop 1~~) and Proposition 68 funds for GSP development and related projects in the Basin. The Parties shared the costs for the grant application 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 the these grant award awards. However, the Parties agree that the Prop funding from Proposition 1 funding is and 68 grants are to be shared equally by the Parties. The methods of paying for GSP costs, invoicing for Prop 1 funding, and allocating cost-share will be further agreed to by the Parties in the Grant Agreement with DWR and recommendations from the applicable Joint FAC 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.~~

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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 ~~lacking compliance~~ 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~~ 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 TAC~~ 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 ~~of the Parties~~ Party shall hold harmless, defend and indemnify the other Party, and its agents, officers and employees from and against any liability, claims, actions,

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Commented [mmf40]: Can we leave this out? Use a dedicated local hearing officer.

Commented [LH41R40]: Maybe merge the 2 comments. Use “local hearing officer” instead of “trained mediator” in the Butte language? And change Advisory Board to Executive Committee or Boards?

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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 activities of 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 TAC 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

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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]

