

THE GLENN COUNTY PRIVATE PUMPER ADVISORY COMMITTEE

Glenn County Department of Agriculture, 720 North Colusa Street, Willows, CA 95988
TELEPHONE: 530-934-6501

MEETING OF THE GLENN COUNTY PRIVATE PUMPER ADVISORY COMMITTEE

LOCATION: The Glenn County Farm Bureau, 831 5th Street, Orland, CA 95963

DATE: February 27, 2017

TIME: 1:00 pm - 4:00 pm

AGENDA

ALL ITEMS ARE OPEN FOR PUBLIC COMMENT

Members of the public may appear before the Glenn County Private Pumper Advisory Committee and present evidence and/or make comments concerning any Private Pumper Advisory Committee business. If the matter is not listed on the agenda, such comments shall be presented during the unscheduled matters portion of the agenda. If the matter concerns an item listed on the agenda, the comments must be made at the time the agenda item is considered by the Private Pumper Advisory Committee. In the event that the agenda item gathers a large audience and/or group with the same or similar views, we encourage that one individual be assigned to speak on behalf of that group. Comments may be limited to three (3) minutes by the Chairman in the interest of time. Additional comments may be submitted in writing. The purpose of this procedure is to allow members of the public to provide information to the Private Pumper Advisory Committee.

If you wish to receive an agenda by mail, you may submit self-addressed stamped envelopes to the Glenn County Department of Agriculture, 720 North Colusa Street, Willows, CA 95988. A complete agenda packet, including back-up information, is available for public inspection during normal work hours at 720 North Colusa Street, Willows, CA 95988.

After posting of this Meeting Agenda, the public may request copies of support information for public agenda items listed.

1. CALL TO ORDER
 2. INTRODUCTIONS
-

3. UNSCHEDULED MATTERS

Comments from the Committee and the Public on Unscheduled Matters (No action)

4. REGULAR AGENDA

- a. Approval of January 23, 2017 minutes.
- b. SGMA Update- County staff will provide an update on County and regional SGMA planning and implementation efforts.
- c. Glenn County SGMA Principles
 - 1. Review DRAFT Glenn County SGMA Principles.
 - 2. Prepare list of comments and recommendations for consideration by the Board of Supervisors, or Board Representative.
- d. Colusa Subbasin DRAFT MOA
 - 1. Receive update on Colusa Subbasin DRAFT MOA
 - 2. Review and prepare list of comments and recommendations for consideration by the Board of Supervisors, or Board Representative.
- e. Suggestions for future agenda items.
 - 1. Potential Basin Boundary Modifications in 2018.

5. COMMUNICATION

6. ADJOURNMENT

In compliance with the Americans with Disabilities Act, The Private Pumper Advisory Committee will make available to persons with a disability disability-related modification or accommodations. Notification three days prior to the meeting will enable the Private Pumper Advisory Committee to make arrangements to provide reasonable accommodations. If requested, this document and other agenda materials can be made available in an alternative format for persons with a disability who are covered by the Americans with Disabilities Act. Contact Lisa Hunter, Water Resource Coordinator at: 530-934-6501.

CERTIFICATION: Pursuant to Government Code § 54954.2 the agenda for this meeting was properly posted on or before 1:00 pm on February 24, 2017.

THE GLENN COUNTY PRIVATE PUMPER ADVISORY COMMITTEE

Glenn County Department of Agriculture, 720 North Colusa Street, Willows,
CA 95988 TELEPHONE: 530-934-6501

MINUTES

LOCATION: The Glenn County Farm Bureau, 831 5th Street, Orland,
CA 95963 DATE: January 23, 2017
TIME: 1:00 pm

1. CALL TO ORDER

Sharron Ellis, Private Pumper Advisory Committee Chair, called the meeting to order at 1:06 PM and the Pledge of Allegiance was recited.

2. INTRODUCTIONS

Those in attendance introduced themselves as shown below.

	Private Pumper Advisory Committee Members Present <input checked="" type="checkbox"/> :	Others in Attendance:
<input checked="" type="checkbox"/>	Rick Beale	Marcie Skelton, Glenn County Department of Agriculture
<input checked="" type="checkbox"/>	Sharron Ellis (Chair)	Lisa Hunter, Glenn County Department of Agriculture
<input type="checkbox"/>	Geoff Fulks	Sharla Stockton, Glenn County Department of Agriculture
<input checked="" type="checkbox"/>	Ben Kermen	George Pendell, Stony Creek
<input checked="" type="checkbox"/>	Larry Maben	Jason Hammond, California Water Service
<input checked="" type="checkbox"/>	Richard Olney	Lisa Humphreys, Glenn Co. Farm Bureau
<input type="checkbox"/>	Ronald Stilwell (Vice-Chair)	Andrea Jones, Orland-Artois Water District
		Dennis Clark

3. UNSCHEDULED MATTERS

None

4. REGULAR AGENDA

a. Approval of January 9, 2017 minutes.

The meeting minutes from January 9, 2017 were approved as submitted.

Motion: Larry Maben, Second: Rick Beale, Approved: 5-0

b. SGMA Update-County staff will provide an update on County and regional SGMA planning and implementation efforts.

Lisa Hunter gave a SGMA update. The Draft MOU has not been updated since December. Due to the interconnectedness of Colusa and Glenn counties, some

Glenn County SGMA related activities were postponed awaiting the results of Colusa SGMA meetings. For example there was a Legal Review Committee meeting in Colusa to discuss the December 8 version of the Draft MOU. The results of that meeting would influence Glenn County's MOU and it would be more efficient to discuss specific items after the results of that meeting are available before the next rendition of the Glenn MOU.

The SGMA Working Group meeting schedule for the year is set, with the exception of the most recent meetings which are still being finalized. There was a multi-county staff level coordination meeting for the West Butte Subbasin. There was some discussion about a future potential basin boundary adjustment. The next step regarding West Butte Subbasin is meeting with the counties and the water districts with land in those areas to understand their approach on related issues.

c. Colusa Subbasin MOU

1. Review the Colusa County area Draft MOU titled "Draft Memorandum of Understanding Defining Colusa Subbasin Groundwater Sustainability Interests Version 3- December 8, 2016" presented at the December 8, 2016 Glenn SGMA Working Group Meeting
2. Prepare list of comments and recommendations for consideration by the Board of Supervisors, or Board Representative.

Lisa Hunter explained that the PPAC will review and provide comments to the Board Representative on the Draft MOU. A draft condensed summary of the discussion that took place at the December 8 SGMA workgroup meeting was distributed. This handout was meant to summarize the discussion that took place in relation to the MOU and can be used as a guide for further dialogue. Ms. Hunter stated that this is the time to address issues, make comments and suggestions to the Board prior to the next iteration of the MOU. The PPAC comments and suggestions will be used to advise the Board about the PPAC concerns regarding the MOU.

The group discussed the MOU line by line and provided the attached comments. In general the PPAC had suggestions on the MOU regarding language replacement, private pumper representation, and grammatical restructuring. There were also some concerns on defining terms and using terms consistently throughout the document and consistent with SGMA. The following is a summary of the discussion:

Recitals:
No comments

Section 1. Definitions:

- Clarify "Agency". Remove "Act".
- "Unmanaged areas" vs. "white areas" use one or the other consistently with definition.
- Define "water year"

Section 2. Purpose:

No comments

Section 3. Term:
No comments

Section 4. General Principles of Understanding:

There were some comments by PPAC members regarding what kind of representation private pumpers will have moving forward.

4.11 & 4.12 Language is unclear and could be interpreted multiple ways.

4.17 & 4.18 Combine statements, they have a similar message.

Section 5. Specific Principles of Understanding

5.1.2 Remove “beneficial”; remove the “and” before domestic.

5.1.3 The PPAC likes this statement and would like a voting member on the “Agency Board”.

5.2.2 After the word “sustainability” include “as defined by SGMA”.

5.2.3 Define what encouragement means in this sentence and also fix grammatical errors in this sentence.

5.2.4 Remove the word “surface”. How could this be calculated?

5.2.6 Strike the word “consistent” and possibly replace with “within”.

5.2.7 Use previously stricken sentence “Districts will coordinate with their landowners” etc.

5.2.8 This statement seems to cover 5.2.4 and 5.2.4 may be redundant.

5.2.9 Possibly replace the word “will” with “can”. Clarify type of water being moved etc.

5.2.10 Remove entire section. Not directly relevant to SGMA.

d. Glenn County SGMA Principles

1. Review DRAFT Glenn County SGMA Principles.
2. Prepare list of comments and recommendations for consideration by the Board of Supervisors, or Board Representative.

Lisa Hunter distributed the DRAFT Glenn County SGMA Principles. The topic was continued to the February PPAC meeting. Ms. Hunter encouraged the members to read through the draft document prior to the next meeting.

e. Suggestions for future agenda items.

The following suggestions were made:

- Review DRAFT Glenn County SGMA Principles
- Handout of the ordinances and laws in Glenn County relating to water management
- Handout map of unmanaged areas/white areas

5. COMMUNICATION

A communication was included in the agenda packet. No discussion on this item

took place

6. **ADJOURNMENT**

The meeting was adjourned at 4:11 PM.

DRAFT

PPAC Recommendations on DRAFT MOU from 1/23/17 Meeting

1

DRAFT
Memorandum of Understanding
Defining Colusa Subbasin Groundwater Sustainability Interests
Version 3 – December 7, 2016

This Memorandum of Understanding (MOU) is made and entered into by and among the (names of parties to be updated week of 12/13/16) which are referred to herein individually as a "Party" and collectively as "Parties," for the purposes of potentially forming a joint powers agency to serve as the Groundwater Sustainability Agency in the Colusa County portion of the Colusa Subbasin in support of Senate Bills 1168, 1319 and 13, and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (the Act). This MOU shall hereinafter be known as the Colusa County Groundwater Sustainability Agency MOU.

Recitals

WHEREAS, on September 16, 2014 Governor Jerry Brown signed the Act into law; and

WHEREAS, the Act went into effect on January 1, 2015; and

WHEREAS, the Act was amended on January 1, 2016; and

WHEREAS, the Act seeks to provide sustainable management of groundwater basins, enhance local management of groundwater, establish minimum standards for sustainable groundwater management, and provide local groundwater agencies with the authority and the technical and available financial assistance necessary to sustainably manage groundwater; and

WHEREAS, section 10720.7 of the Act requires all basins designated as high-or-medium priority basins designated in Bulletin 118 be managed under a Groundwater Sustainability Plan or coordinated Groundwater Sustainability Plans pursuant to the Act; and

WHEREAS, the Colusa Subbasin within the Sacramento Valley Basin is a Bulletin 118 designated medium priority basin; and

WHEREAS, a local public agency is defined in Section 10721 of the Act as a having water supply, water management, or land use responsibilities within a groundwater basin; and

WHEREAS any local public agency is an eligible Groundwater Sustainability Agency; and

WHEREAS, each of the Parties to this MOU is a local public agency within or partially within the jurisdictional footprint of the County of Colusa; and

WHEREAS, groundwater extractors in the County portion of the Colusa Subbasin also include private individuals and corporations unaffiliated with local public agencies within or the County; and

WHEREAS, groundwater extractors in the County portion of the Colusa Subbasin also include Tribes and other Federal agencies; and

WHEREAS, The State of California is a Correlative Rights State, (any property over a groundwater basin has a equal right to the water in the basin based on their current and beneficial need for water) and:

WHEREAS, the parties acting through this MOU intend to maintain an open line of communication and to work cooperatively with local Tribes and other Federal agencies during SGMA planning and implementation: and

WHEREAS, the Parties, acting through this MOU intend to work cooperatively with other Groundwater Sustainability Agencies operating in the Colusa Subbasin to manage the subbasin in a sustainable manner pursuant to the requirements set forth in the Act; and

WHEREAS, any parties that have noticed themselves as independent Groundwater Sustainability Agencies plan to withdraw said notices and will agree to be part of a multi-agency Groundwater Sustainability Agency and eliminate all jurisdictional overlaps by June 30, 2017 (as per section 10723.8(c) of the Act),

WHEREAS pursuant to mutual execution of this MOU, the Parties intend to prepare a Joint Powers Agreement and create a Joint Powers Authority to serve as the multi-agency Groundwater Sustainability Agency for the County portion of the Colusa Subbasin;

WHEREAS upon future request and notification, the Parties will add other local public agencies as signatories to the intended joint powers agreement and members of the Groundwater Sustainability Agency;

NOW, THEREFORE, ~~in consideration of the promises, terms, conditions, and covenants contained herein,~~ the Parties hereby agree as follows.

Section 1. Definitions

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

1. "Act" refers to the Sustainable Groundwater Management Act.
2. "Agency" means the Colusa County Groundwater Sustainability Agency.
3. "Beneficial Use and Users" is defined in Section 10723.2 of the Act as holders of overlying groundwater rights, including: Agricultural users, Domestic well owners, Municipal well operators, Public water systems, Local land use planning agencies, Environmental users of groundwater, Surface water users, if there is a hydrologic connection between surface and groundwater bodies, the federal government, including, but not limited to, the military and managers of federal lands, California Native American tribes, Disadvantaged communities, including, but not limited to, those served by private domestic wells or small community water systems, Entities listed in Section 10927 of the Act that are monitoring and reporting groundwater elevations in all or a part of a groundwater basin managed by the groundwater sustainability agency.
4. "Committee" shall mean any committee established pursuant to this MOU
5. "County" shall mean the County of Colusa in its role as a local public agency (as defined in the Act) and as a governing jurisdiction.
6. "Effective Date" means the date on which the last Party executes this MOU.

- 7. "Fiscal Year" means July 1 through June 30.
- 8. "Governing Board" means the governing body of the Agency.
- 9. "Member's Governing Body" means the Board of Directors or other voting body that controls the individual local public agencies that are signatory to this MOU.
- 10. "Party" and "Parties" shall mean all organizations, individual and collective that are signatories to this MOU.
- 11. "Plan" refers to one or more Groundwater Sustainability Plans
- 12. "State" means the State of California
- 13. "Subbasin" means the Colusa Subbasin as defined in State of California Bulletin 118.

Section 2. Purpose

~~1.~~ 2.1 The purpose of this MOU is to define general and specific principles that reflect mutual understanding by the Parties about commitments and requirements associated with implementing the Act and creating a multi-party ~~Joint Powers Authority~~ Agency that will serve as the Agency.

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~~2.1.2.2~~ This MOU also defines mutually understood tasks and associated potential costs of tasks that may be necessary as the Parties implement the Act through an ~~an~~ multi-party Agency (as described in Section 6). ~~(TBD)~~

Section 3. Term

~~1.~~ 3.1 This MOU shall become effective upon execution by each of the Parties and shall continue in full force and effect until terminated pursuant to the provisions of a subsequent joint powers agreement ~~(JPA)~~ (as per California Government Code Section 6500).

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Section 4. General Principles of Understanding

~~1.~~ 4.1 A partnered approach should be fostered for groundwater management that: supports the Act; achieves sustainable conditions in the Subbasin; reflects mutual respect for each Party's discretion, governmental authority, expertise, knowledge of groundwater conditions, demands and concerns; and ensures a ~~balanced~~ representation of beneficial users.

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Comment [dmc1]: To be determined

~~2.~~ 4.2 Local control of groundwater must be ensured, locally controlled compliance with the Act must be ensured, and State intervention to implement the Act must be avoided.

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~~3.~~ 4.3 Implementation of the Act may be expensive and all beneficial users will need to contribute to implementation. Failure to implement the Act locally would result in State intervention and even more excessive costs and regulation.

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~~4.~~ 4.4 A partnered approach to groundwater management and implementation of the Act is in the best interest of beneficial users within the Agency boundaries because it will maximize efficiencies, keep costs at a minimum and capitalize on skills and strengths of various partners provided such partnership also creates and maintains collegial relationships and flexible implementation of the Act.

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Summary of comments: Colusa County GSA MOU Revised Draft v3 12-8-16 Track Changes -Meeting Draft.pdf

Page:3

 Number: 1 Author: mskelton Subject: Note Date: 2017-01-23 13:48:09

Private Pumper contribution/considerations/voting to be included
Will there be PP representation as the process moves forward.

 Number: 2 Author: mskelton Subject: Note Date: 2017-01-23 13:49:37

Clarify "Agency"

5- 4.5As allowed for in Section 10723.6 (5) of the Act, the Parties support formation of, and participation in, one (1), multi-agency GSA covering the portions of the Subbasin that lies within the County.

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6- 4.6All beneficial users of groundwater will be required to cooperate with the Agency and abide by the guidelines put forth in the Plan(s) for the County and the Subbasin.

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7- 4.7Being a Party to this MOU is not a condition to participate in Plan development. All beneficial users have an equal opportunity to participate in Plan development.

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8- 4.8No Party's land use or other authority is limited by this MOU.

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9- 4.9Sustainable groundwater conditions must support, preserve, and enhance the economic viability, and social well-being and culture of all beneficial uses and users including Tribal, domestic, municipal, agricultural, and industrial users.

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10- 4.10Increased extractions threaten the groundwater resources of all well owners with smaller, shallow wells and such impacts must be avoided and/or mitigated.

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4.1112- Aquifers within the basin can be threatened by unsustainable management of groundwater resources.

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11- 4.12The economic prosperity and natural resources and cultural future of agriculture in the County can be threatened by the lack of available groundwater and surface water resources and said threats must be avoided.

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12- 4.13Threats to the natural resources of the County resulting from impacts to groundwater resources must be avoided.

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13- 4.14All beneficial users must have an open, transparent, timely opportunity to be engaged with the Agency and provide their input on Plan development and implementation of the Act. Extensive outreach shall is be a priority of all Agency Parties to inform and update all beneficial users about SGMA implementation and potential impacts, and to ensure beneficial users are involved in the SGMA process where applicable.

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14- 4.15Implementation and enforcement of the Plan should take place at the most local level possible and should allow each Party to approve its Plan chapter or section, and to preserve the Party's respective authority to manage the water resources available to their constituents or customers as long as said conditions are consistent with sustainability requirements of the Act and Plan.

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15- 4.16All overlying landowners in the Colusa Subbasin have a right to share the Subbasin's natural recharge for beneficial use on their overlying land.

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16- 4.17Act implementation is new for all County beneficial users and there are many unknowns. Willingness by all participants to adapt and adjust during Agency formation and Plan development and implementation is crucial to success.

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Number: 1 Author: mskelton Subject: Note Date: 2017-01-23 13:58:29

Number: 2 Author: mskelton Subject: Note Date: 2017-01-23 14:04:12

clean up this language, "are allowed to be"

Applies to 4.11 & 4.12

Number: 3 Author: mskelton Subject: Note Date: 2017-01-23 14:09:25

Remove "Act" and only use SGMA acronym possibly

Number: 4 Author: mskelton Subject: Note Date: 2017-01-23 14:12:18

17. 4.18 Achieving and maintaining groundwater sustainability for the good of all groundwater beneficial users in the County ~~and is should be~~ the Agency's first priority and main focus, especially in the early stages of Act implementation while all beneficial users work together and strive to alleviate any existing fear and distrust.

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Section 5. Specific Principles of Understanding

5.1 Governance and Implementation of the Act

1. 5.1.1 The Agency will represent the common and unique interests of groundwater beneficial users located in the unmanaged areas of the County's portion of the Subbasin as per Section 10724 of the Act

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2. 5.1.2 The Agency will implement the Act in a manner that optimizes the Act's beneficial opportunities to achieve sustainable groundwater conditions to support our vital agricultural economy, other industry, and domestic and public water uses.

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3. 5.1.3 The Agency Board will reflect diverse representation of beneficial users and will include all local public agencies willing to serve, mutual water companies as invited by the conveners of the Agency, and private groundwater pumpers that are unaffiliated with any other organization and as appointed by the County.

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4. 5.1.4 The Agency will pursue financial and infrastructure solutions and beneficial partnerships with other Parties to provide sustainable water supplies for all constituents.

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5. 5.1.5 Local public agencies retain discretion to determine whether to be an individual Agency, and reserve the right to withdraw from the Joint Powers Authority if the Authority is failing to meet the requirements of sustainability defined in the GSP Plan or as determined by the Department of Water Resources or the State Water Resources Control Board. Newly formed agencies will also have the right to join the JPA-Joint Powers Authority at a time after the initial formation of the Agency, join in an Agency created by another party that to this MOU, or where a separate JPA is created, to have the JPA serve as the Agency for the local agency's area (and, if desired, to include the member on the JPA's governing board).

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6. 5.1.6 Governance and implementation must avoid duplicative or conflicting governmental authorities. Each Party will have the authority to approve the provisions of the Plan governing Act implementation within its own boundaries and to implement the Act within its boundaries. Subject to those limitations, each Party retains and preserves any police powers or other authority it has to regulate groundwater use within its boundaries so long as its actions are achieving sustainability consistent with the GSP.

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7. 5.1.7 As parties implement the Act within their respective boundaries, they will coordinate efforts with any adjacent white areas.

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5.2 Sustainability

1. 5.2.1 Data collection and groundwater studies are essential to increase knowledge and to support groundwater management decisions. Funding and implementing such studies is a priority and a shared responsibility among all Agency Parties and Subbasin beneficial users.

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 Number: 1 Author: mskelton Subject: Note Date: 2017-01-23 14:18:09

a long sentence. Maybe 2 sentences? Similar message as 4.17
combining of 4.17 & 4.18??

 Number: 2 Author: mskelton Subject: Note Date: 2017-01-23 14:20:17

Remove "beneficial"

Remove "and" before domestic

 Number: 3 Author: mskelton Subject: Note Date: 2017-01-23 14:32:42

PPAC likes this clarification that the Agency Board will have representation from the private groundwater pumpers. Strong support from PPAC to have a voting member on the Agency Board. 5.13

 Number: 4 Author: mskelton Subject: Note Date: 2017-01-23 14:32:43

 Number: 5 Author: mskelton Subject: Note Date: 2017-01-23 14:35:20

Unmanaged areas vs. white areas
use this consistently, include a definition

~~2-~~ 5.2.2 Groundwater impacts throughout the County and Subbasin are not equal. Conditions will vary by location and water year type. While all beneficial users will share the burden to achieve sustainability, solutions will need to reflect these differences.



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~~3-~~ 5.2.3 ~~Surface water supplies should be used conjunctively with groundwater. All water users should be encouraged to utilize surface water to its full extent as available and feasible and groundwater (attributable to leakage of surface water from canals and distribution and drainage systems, and the deep percolation of applied surface water for crop irrigation) should be available~~ should be conserved for use during dry periods when surface water is not readily available or affordable.



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5.2.4 Surface water users will have access to use the recharge attributable to leakage of surface water from canals and distribution and drainage systems, and the deep percolation of applied surface water for crop irrigation



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~~4-~~ 5.2.5 All Parties recognize the interconnectedness of groundwater and surface water resources, and contributions to the system from surface water applications.



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~~2-~~ 5.2.6 All beneficial users, whether using surface water or groundwater in the basin, have an obligation to use water consistent with their respective rights, which may include an obligation to mitigate impacts on waterways, creeks, streams and rivers.



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~~6-~~ 5.2.7 Districts act on behalf of and represent all landowners within their service area to ensure collective compliance with the Act. ~~Districts will coordinate with their landowners on the use of the natural recharge of the Subbasin, while respecting groundwater law.~~



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~~7-~~ 5.2.8 ~~Districts recharge the groundwater basin with S~~ surface water recharges groundwater through leakage from canals and distribution and drainage systems and deep percolation of applied crop water. ~~If When outbacks reductions of~~ surface water supplies occur occur to the extent that Districts must supplement their supplies with groundwater, Districts reserve the right to manages surface water users may access and use water attributable to such recharge. Studies will quantify the availability of such recharge, and provisions will be in place through the Plan; (such as targeted monitoring and mitigation programs) to ensure that future groundwater extractions are consistent with quantified recharge and the sustainable yield of the Subbasin.



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~~8-~~ Districts anticipate that groundwater use within their boundaries may be necessary to offset dedication of surface water to environmental requirements in reservoirs, rivers, or the Bay-Delta, which is a shared obligation of all groundwater users.

~~9-~~ 5.2.9 ~~Districts~~ Surface water users will use surface water and groundwater for in-basin transfers to meet local demands. , following transfers will also occur both in and outside of the groundwater subbasin, with transfer quantities based on avoided consumptive use.



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5.2.10 Surface water transfers will potentially serve as a tool to settle disputes over environmental obligations such as dedication of surface water to environmental requirements in reservoirs, rivers, or the Bay-Delta or to mitigate impacts during drought periods which will include increased reliance on groundwater by surface water users. ~~Districts and Agency members agree to~~



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 Number: 1 Author: mskelton Subject: Note Date: 2017-01-23 14:39:35

Define: Water Year Type

After sustainability, include: "as defined by SGMA".

 Number: 2 Author: mskelton Subject: Note Date: 2017-01-23 14:53:50

Define: Encouragement - what does this entail, what are some ideas here?

End sentence after feasible

Concerns voiced that this could be more binding than it appears at first.

 Number: 3 Author: mskelton Subject: Note Date: 2017-01-23 15:00:50

5.2.4

How is this amount calculated?

Remove "surface" and leave it water users

this component might be unmanageable and cumbersome

Further discussion needed and refined

Scientific method established?

Suggestion was made to strike it all together.

 Number: 4 Author: mskelton Subject: Note Date: 2017-01-23 15:25:13

Term "consistent" is questionable

Is there a water law definition of this term?

Delete consistent possibly

Replace with "within"

 Number: 5 Author: mskelton Subject: Note Date: 2017-01-23 15:31:24

Use: Districts will coordinate with their landowners.....

Reference SGMA 10726.8(b) for better wording suggestions

Concerns of this language and how Districts will be representing landowners

 Number: 6 Author: mskelton Subject: Note Date: 2017-01-23 15:17:20

5.2.8 seems to cover everything in 5.2.4

All recharge sources should be encouraged, not just canal leaks

Concerns about additional cost from monitoring & mitigation programs

 Number: 7 Author: mskelton Subject: Note Date: 2017-01-23 15:42:23

Will vs. can

clarifying type of water moving to ease concerns

Don't want to encourage fallow transfers, but understand its importance

water transfers can be beneficial to growers

concerns that the water transfer could be out of the county/basin

would this play out differently in dry years vs. wet years?

 Number: 8 Author: mskelton Subject: Note Date: 2017-01-23 16:02:16

Not relevant to SGMA

Remove 5.2.10

Concerns about water heading south counties

How much would be pumped from "increased reliance on groundwater by surface water users"

Not just the Agency, but other other pumpers with surface water access.

Concerned about fulfilling surface water obligations for environmental requirements from the basin as a whole.

Want to stay within the "sustainable yield of the basin", don't want enviro obligations to make reaching sustainable goals unattainable

BMP's to consider in this situation

Burdensome demands already exist

coordinate and partner on actions that attempt to balance environmental solutions with groundwater sustainability.

Potential Projects and Costs

~~10. 5.3.1 Mary/Dave work on language related to Work Plan projects and associated costs~~

5.3 Agency Financing and Support

1. 5.3.1 Provisions are included for Party contributions of capital and operating funds, personnel, services, equipment or property to convening the Agency and Plan development.

2. 5.3.2 Recognizing that there will be costs for the development, implementation and administration of the Plan, the Parties must agree on governance that maximizes the potential for State funding, and to allocate the local share of these costs by one or more mutually agreeable and equitable formulas (to be determined)

5.4 Future Modifications to this Memorandum

5.4.1 Maximum flexibility will be provided to adapt to changes in Agency membership, funding, planning oversight, et cetera, as the parties build their relationships and mutual trust.

Section 6. Potential Projects and Costs

To be added week of 12/13/16 as per work between the County and Facilitation Consultant

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COUNTY OF GLENN DRAFT PRINCIPLES 1.20.2017

The Sustainable Groundwater Management Act (SSMA) of 2015 (Amended 2016) offers an unprecedented opportunity to the County of Glenn (County) to coordinate with other local agencies and serve all County “beneficial users” of groundwater (California Water Code [CWC]10723.2). Achieving sustainable groundwater resources is a statutory requirement and is defined by avoiding impacts to the following applicable conditions:

- Groundwater levels
- Aquifer capacity
- Impacts to surface waters interconnected with groundwater
- Subsidence
- Groundwater quality

More importantly, sustainability is a goal embraced by the County. By ensuring perpetual availability of groundwater, we maintain and enhance our economic strength and diversity, and the quality of life of all beneficial users. For the benefit of all beneficial users, the County seeks to:

1. Ensure that SGMA implementation is affordable
2. Support robust education, outreach and collaboration about SGMA and the management of groundwater resources
3. Maintain local control of groundwater resources and avoid State intervention
4. Ensure that all groundwater extractors avoid negative impacts to neighboring extractors
5. Protect and enhance the economic well-being of domestic, public, industrial and agricultural interests
6. Protect the natural resources of the County, particularly those associated with groundwater conditions

PRINCIPLES

SGMA and GSA Formation

1. The County is committed to achieve local solutions to SGMA compliance and avoid State intervention and associated management of groundwater resources.
2. The County is committed to provide all beneficial users with educational opportunities about water use as a means to create balanced understanding about how water resources (surface and groundwater) are diverted, extracted, applied, used, and managed. The County believes that the best way to ensure mutual water interests are protected is to ensure that all citizens have information about these complex water resource systems.
3. The County is committed to balance and represent, the common and unique interests of beneficial users located in the white areas of the County (CWC §10724).
4. SGMA affects all citizens of the County. The County will implement SGMA in a manner that optimizes the law’s beneficial opportunities to achieve sustainable groundwater conditions to support our vital agricultural economy, other industry, and domestic and public water uses.

5. The County has formed a Private Pumper Advisory Committee (PPAC) that reports to the Board of Supervisors. The PPAC will advise the County on diverse groundwater conditions and management approaches throughout the County's jurisdictional portion of the GSA. The County will represent all private pumpers on the GSA Board.
6. The County supports involvement in the GSA by mutual water companies and water corporations regulated by the Public Utilities Commission (CWC 10723.6). The specific method of involvement should be decided by the GSA Board once convened.
7. The County supports diverse representation on a multi-party Groundwater Sustainability Agency (GSA) board including all current and future eligible local agencies (CWC §10723).
8. The County supports a partnered approach to SGMA implementation. A partnered approach to groundwater management is in the best interest of County citizens because it will maximize efficiencies, keep costs at a minimum and capitalize on skills and strengths of various partners.
9. The County supports formation of, and participation in, one multi-party GSA covering the portions of the Colusa Subbasin that lie within County boundaries.
10. SGMA implementation is new to all of us and there are many unknowns. Willingness by all participants to adapt and adjust during GSA formation and GSP development and implementation is crucial to our success.
11. The County recognizes and honors the rights of existing federal surface water diverter contracts and does not expect or support the proposed GSA to impact these rights.

Sustainability

1. Achieving and maintaining groundwater sustainability for the good of all beneficial users in the County should be a GSA's first priority and main focus, especially in the early stages of SGMA implementation while agencies learn to work together and implement the new law and its requirements.
2. Data collection and groundwater studies are essential to increase knowledge and to support groundwater management decisions. Funding and implementing such studies is a priority and a shared responsibility among all beneficial users in the County.
3. The County intends to preserve and exercise all existing authorities necessary to protect its citizens while working cooperatively with other agencies.
4. The County is committed to pursue financial and infrastructure solutions and beneficial partnerships with other agencies to provide sustainable water supplies for all beneficial users.
5. Groundwater impacts throughout the County and region are not equal. Conditions will vary by location and water year type. While all beneficial users will share the burden, this burden may not be equal across all parts of the County and solutions will need to reflect these differences.
6. The County recognizes the interconnectedness of groundwater and surface water resources, and the contributions to the system from surface water applications.

Community

1. Extensive landowner outreach throughout the County shall be a priority among GSA members to inform and update all beneficial users about SGMA implementation and potential impacts, and to ensure beneficial users are involved in the SGMA process.
2. The County expects all beneficial users of groundwater to cooperate with the GSA(s) and abide by the guidelines put forth in the Groundwater Sustainability Plan(s) for the Glenn County portion of the Colusa Subbasin.

DRAFT

WORKING DRAFT

Memorandum of Agreement Defining Colusa Subbasin Groundwater Sustainability Interests Version 7 – February 15, 2017

This Memorandum of Agreement (MOA) is made and entered into by and among the County of Colusa, the City of Colusa, the City of Williams, Glenn Colusa Irrigation District, Princeton-Codora-Glenn Irrigation District, Provident Irrigation District, Colusa County Water District, Maxwell Irrigation District, Westside Water District, Reclamation District 108, Reclamation District 479 (*Structure to be determined: Reclamation District 1004, Colusa Drain Mutual Water Company, Colusa County Private Pumpers*) which are referred to herein individually as a “Party” and collectively as “Parties,” for the purposes of developing a joint exercise of powers agreement and joint powers agency to serve as the Groundwater Sustainability Agency in the Colusa County portion of the Colusa Subbasin in support of Senate Bills 1168, 1319 and 13, and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (the Act). This MOA shall hereinafter be known as the Colusa County Groundwater Sustainability Agency MOA.

Recitals

WHEREAS, on September 16, 2014 Governor Jerry Brown signed the Act into law; and

WHEREAS, the Act went into effect on January 1, 2015; and

WHEREAS, the Act was amended on January 1, 2016; and

WHEREAS, the Act requires, among other things, sustainable management of groundwater basins, local management of groundwater, minimum standards for sustainable groundwater management, and provides local agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater; and

WHEREAS, section 10720.7 of the Act 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 the Act; and

WHEREAS, the Colusa Subbasin is located within the Sacramento Valley Basin and is designated as a medium priority basin; and

WHEREAS any local public agency is eligible to become a Groundwater Sustainability Agency (GSA); and

WHEREAS, a local public agency is defined in Section 10721 of the Act as an agency having water supply, water management, or land use responsibilities within a groundwater basin; and

WHEREAS, each of the Parties to this MOA is a local public agency within or partially within the County of Colusa and the Colusa Subbasin; and

WHEREAS several of the Parties have filed notices that they will act as a GSA for some portion of the subbasin within Colusa County.

02/15/17 Draft (with County, PID/PCGID/CCWD, GCID and Maxwell legal Edits, City of Williams, and Governance Committee Comments from 01/27/17 meeting)

WHEREAS, there are groundwater extractors in the Colusa Subbasin, including private individuals and corporations, which are outside of the boundaries of public agencies signatory to this MOA, other than the County (“Unaffiliated Extractors”); and

WHEREAS, Unaffiliated Extractors in the Colusa Subbasin include Native American Tribes and federal agencies; and

WHEREAS, the water laws of the State of California recognize the priority of overlying groundwater rights relative to appropriative groundwater rights, and further recognize the correlative nature of overlying groundwater rights (that is, properties overlying a groundwater basin share an equal right and priority to the reasonable and beneficial use of the sustainable yield of the groundwater basin); and

WHEREAS, the Parties acting through this MOA intend to maintain an open line of communication and to work cooperatively with local Native American Tribes and federal agencies during SGMA planning and implementation; and

WHEREAS, the Parties, acting through this MOA intend to work cooperatively with other local agencies and Unaffiliated Extractors in the Colusa Subbasin to manage the Subbasin in a sustainable manner pursuant to the requirements set forth in the Act; and

WHEREAS, the Parties intend to execute a Joint Exercise of Powers Agreement pursuant to the Joint Exercise of Powers Act, Government Code Section 6500, et seq., for the purpose of forming a single GSA to manage the Colusa Subbasin consistent with the Act and pursuant to the principles in this MOA; and

WHEREAS upon future request and notification, the Parties will add other local public agencies as signatories to the intended joint powers agreement and members of the GSA;

NOW, THEREFORE, the Parties hereby agree as follows.

Section 1. Definitions

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

1. “Act” refers to the Sustainable Groundwater Management Act.
2. “Agency” means the Colusa County Groundwater Sustainability Agency, formed pursuant to the Agreement.
3. “Agreement” means the Joint Exercise of Powers Agreement, as authorized by Government Code section 6500, et seq., contemplated in this MOA, which will establish the Agency for purposes of developing and implementing the Plan contemplated herein.
4. “Beneficial Uses and Users” include, without limitation, all current and future potential beneficial uses and users of groundwater in the Colusa Subbasin, as well as other parties responsible for implementing and carrying out the Plan.
5. “Committee” shall mean any committee established pursuant to this MOA.
6. “County” shall mean the County of Colusa in its role as a local public agency (as defined in the Act) and as a governing jurisdiction.
7. “Department” means the California Department of Water Resources.
8. “Effective Date” means the date on which the last Party executes this MOA.

9. "Fiscal Year" means July 1 through June 30.
10. "Governing Board" means the governing body of the Agency.
11. "Member's Governing Body" means the respective Board of Directors or other voting body that controls each individual local public agency that is signatory to this MOA.
12. "Party" and "Parties" shall mean all organizations, individuals and collectives that are signatories to this MOA.
13. "Plan" refers to the Groundwater Sustainability Plan adopted by the Agency in coordination with the [Stakeholders/Beneficial Interests] pursuant to the Agreement.
14. "State" means the State of California.
15. "Subbasin" or "Colusa Subbasin" means the Colusa Subbasin as defined in State of California Bulletin 118.

Section 2. Purpose

- 2.1 The purpose of this MOA is to describe general and specific principles that reflect mutual understanding of the Parties concerning commitments and obligations associated with implementing the Act in the Colusa Subbasin to lead to the creation of a multi-party joint powers agency that will serve as the Agency.
- 2.2 This MOA also describes the Parties' understanding of the Agency's initial tasks and associated potential costs to implement the Act (as described in Section 6).
- 2.3 A potential purpose for this MOA is to serve as the legal agreement by which the Parties operate as a Groundwater Sustainability Agency during the time that the Parties are creating a multi-party joint powers agency that will serve as the Agency.

Section 3. Term

- 3.1 This MOA shall become effective upon execution by each of the Parties and shall continue in full force and effect until the earliest of the following events occurs:
 - 3.1.1. Execution of the Agreement, or
 - 3.1.2. Twelve months from the date of execution of this MOA.

Section 4. General Principles of Understanding

This Section 4 reflects the mutual general goals, objectives and understandings of the Parties to this MOA with respect to development of the Agreement.

- 4.1 A partnered approach should be fostered for sustainable groundwater management in the Colusa Subbasin that, among other things, supports the Act; achieves sustainable conditions in the Subbasin; reflects mutual respect for each Party's discretion, governmental authority, expertise, knowledge of groundwater conditions, rights, needs and concerns; and ensures appropriate representation of all Beneficial Uses and Users.

02/15/17 Draft (with County, PID/PCGID/CCWD, GCID and Maxwell legal Edits, City of Williams, and Governance Committee Comments from 01/27/17 meeting)

4.2 Local control of groundwater and compliance with the Act should be preserved to the maximum extent practicable, and State intervention to implement the Act should be avoided to the extent possible.

4.3 Implementation of the Act may be expensive and all Beneficial Uses and Users will need to contribute to implementation. Failure to implement the Act locally could result in State intervention and even greater costs and regulation.

4.4 A partnered approach to groundwater management and implementation of the Act is in the best interest of Beneficial Use and Users within the Agency boundaries because it will maximize efficiencies, keep costs at a minimum and capitalize on skills and strengths of various partners provided that such proposed partnership also creates and maintains collegial relationships and flexible implementation of the Act.

4.5 As authorized by Section 10723.6 (a) of the Water Code, the Parties intend to form and participate in a single multi-agency GSA covering the portions of the Subbasin that lie within the County. To this end, the Parties intend to execute an Agreement and form the Agency not later than June 30, 2017, and the Agreement will include procedures for other local agencies within the Colusa Subbasin to be added to the Agreement and the Agency at a later date.

4.6 Local agencies within the Colusa Subbasin that are Parties to this MOA, and which have previously filed with the Department notices to become GSA's for their respective service areas, will concurrently with one another, and upon execution of the Agreement formally withdraw said notices, not later than June 30, 2017, and will comply with and carry out the Act through the Agency in cooperation with Beneficial Uses and Users. If the Agreement is not executed and the Agency is not formed by June 30, 2017, the local agencies will comply with and carry out the Act in cooperation with Beneficial Uses and Users through this MOA until one of the events in Section 3.1 occurs.

4.7 Pursuant to the Act, all Beneficial Uses and Users of groundwater will be subject to the Agreement and Plan, and the Parties intend that all Beneficial Uses and Users will cooperate with the Agency and abide by the guidelines put forth in the Agency's Plan for the Subbasin.

4.8 Being a Party to this MOA is not a condition to participate in Plan development. All Beneficial Uses and Users have an equal opportunity, either directly or through appropriate representation on the governing board of the Agency, to participate in Plan development.

4.9 No Party's land or property use, or any other authority, is limited by this MOA.

4.10 Sustainable groundwater conditions in the Colusa Subbasin are critical to support, preserve, and enhance the economic viability, social well-being and culture of all Beneficial Uses and Users, including tribal, domestic, municipal, agricultural, and industrial users.

4.11 Unsustainable groundwater practices threaten the groundwater resources of all groundwater users in the Colusa Subbasin.

4.12 Aquifers within the basin can be threatened by unsustainable management of groundwater resources.

4.13 Economic prosperity and healthy natural resources in the County can be threatened by the lack of available groundwater and surface water resources, and such threats should be avoided to the maximum extent practical.

4.14 All Beneficial Uses and Users should have an open, transparent and timely opportunity to engage with the Agency and to provide input on Plan development and implementation of the Act. Extensive outreach is a priority of all Parties to this MOA, to inform Beneficial Uses and Users about implementation and potential effects of the Act, and to ensure Beneficial Uses and Users are involved in the process where practical.

4.15 Implementation and enforcement of the Plan should take place at the most local level possible and should allow each Party maximum input to any Plan chapter or section applicable to the Party and the Beneficial Uses and Users that exist or will exist in a Party's service area or jurisdiction, and should reflect the Party's authority and desire to manage the water resources available to its constituents or customers, provided such management is consistent with sustainability requirements of the Act and Plan.

4.16 Overlying landowners in the Colusa Subbasin have a right to share in the sustainable yield of the Subbasin for reasonable and beneficial use on overlying land.

4.17 Act implementation is new for all County Beneficial Uses and Users, and there are many unknowns. Willingness by Parties and Beneficial Users to adapt and adjust during Agency formation and Plan development and implementation is crucial to success.

4.18 Achieving and maintaining groundwater sustainability for the good of all groundwater beneficial users in the County is the Agency's first priority and main focus, especially in the early stages of Act implementation while all Beneficial Uses and Users work together to alleviate any existing fear and distrust.

4.19 The Parties understand and agree that this MOA and a Party's execution of the Agreement and participation in the Agency are subject to multi-party agreements being executed in other portions of the Colusa Subbasin outside of Colusa County for purposes of compliance with the Act. If similar multi-party agreements are not executed in other portions of the Colusa Subbasin outside of Colusa County, than a Party whose jurisdiction extends to portions of the Colusa Subbasin outside of Colusa County may withdraw from this MOA or the Agreement, and proceed independently under the Act.

Section 5. Specific Principles of Understanding

This Paragraph 5 reflects the Parties' mutual specific goals, objectives and understanding concerning development of the Agreement and the Agency, and future implementation of the Act.

5.1 Governance and Implementation of the Act

5.1.1 Pursuant to Water Code section 10724, and for purposes of making appointments to the governing board of the Agency, the County will represent the common and unique interests of

groundwater extractors located in the areas of the Subbasin that are not within the jurisdictional boundary of local agencies that are a Party to the Agreement, other than the County.

5.1.2 The Agency will implement the Act in a manner that optimizes the Act's goals to achieve sustainable groundwater conditions which support the vital agricultural economy in the County, other industry, and domestic and public water uses.

5.1.3 The governing board of the Agency will, consistent with state law regarding joint powers authorities, reflect diverse representation of Beneficial Uses and Users within the Colusa Subbasin and will include representatives of Parties to the Agreement. Mutual water companies and other private pumpers may be represented on the governing board as County appointees.

5.1.4 The Agency will pursue financial and infrastructure solutions and beneficial partnerships with Parties and other entities to provide sustainable water supplies within the Colusa Subbasin.

5.1.5 Local agencies that are signatories to the Agreement will reserve the right to withdraw from the Agreement and Agency if the local agency determines it is no longer in the Party's best interests to remain in the Agency. Any local agency that is formed after the date of the Agreement will have the right to become a Party to the Agreement and participate in the governance of the Agency.

5.1.6 Governance and implementation under the Agreement will be designed to avoid duplicative or conflicting governmental authorities to the maximum extent possible. Each Party will have maximum input regarding provisions of the Plan affecting groundwater within its own boundaries. Each Party retains and preserves powers and authority to regulate groundwater use within its boundaries so long as its actions are consistent with achieving sustainability consistent with the Groundwater Sustainability Plan (GSP).

5.1.7 As parties implement the Act within their respective boundaries, they will coordinate efforts with any adjacent areas within and outside of the Subbasin.

5.1.8 Among other functions, the Agency will work with local agencies and other Beneficial Uses and Users to coordinate and facilitate intra-basin water transfers as appropriate and to avoid any of the undesirable results identified in the Act, Water Code section 10721(x).

5.2 Sustainability

5.2.3 Data collection and groundwater studies are essential to increase knowledge and to support groundwater management decisions. Funding and implementing such studies is a priority and a shared responsibility among all Agency Parties and other Beneficial Uses and Users. The specifics of such sharing will be an element of the Agreement.

5.2.2 Groundwater conditions throughout the County and Subbasin are not uniform. Conditions vary by location, surface water conditions, precipitation and water year type. While all Beneficial Uses and Users will share the obligation to achieve sustainability, solutions will need to reflect these geographic and hydrogeographic differences.

5.2.3 The Parties agree that the Plan should encourage utilization of surface water to its full extent as available and feasible, and groundwater should be conserved for use during dry periods when surface water is not readily available or affordable.

5.2.4 The Parties agree that the Plan should recognize the interconnectedness of groundwater and surface water resources, and contributions to the system from surface water use, distribution, and applications.

5.2.5 Implementation of the Agreement and the Plan is not intended to affect any rights of surface water users and right holders to recapture or maintain rights to surface water seepage and leakage from canals and distribution and drainage systems, and to recover deep percolation of applied surface water for crop irrigation. Additional technical studies will assist the Parties in determining the quantity and availability of such recharge, and it is contemplated that the Plan will account for groundwater extraction and sustainable yield in a manner consistent with rights to recapture seepage, leakage and other surface water recharge in the Subbasin.

5.2.6 The Parties agree that the Plan should encourage all Beneficial Uses and Users, whether using surface water or groundwater in the basin, to maximize the beneficial use water consistent with their respective rights, and provide for mitigation of impacts on waterways, creeks, streams and rivers.

5.2.7 The Parties agree that the Plan should encourage board members to act on behalf of and represent all landowners within their service areas to ensure collective compliance with the Act.

5.2.8 The Parties agree that the Plan should encourage surface water users to use surface water and groundwater for in-basin transfers to meet local demands. Fallowing transfers will also occur both in and outside of the Subbasin, with transfer quantities based on avoided consumptive use.

5.2.9 The Parties agree that the Plan should encourage surface water transfers to potentially serve as a tool to settle disputes over environmental obligations such as dedication of surface water to environmental requirements in reservoirs, rivers, or the Bay-Delta or to mitigate impacts during drought periods which will include increased reliance on groundwater by surface water users. The Parties agree that the Plan should encourage Agency members to agree to coordinate and partner on actions that attempt to balance environmental solutions with groundwater sustainability.

5.3 Agency Financing and Support

5.3.1 The Parties agree that the Agreement and Plan should include provisions for Party contributions of capital and operating funds, personnel, services, equipment or property to cover the Agency and Plan development.

5.3.2 The Parties agree that the Agreement and Plan should encourage and recognize that there will be costs for the development, implementation and administration of the Plan, the Parties

must agree on governance that maximizes the potential for State funding, and to allocate the local share of these costs by one or more mutually agreeable and equitable formulas (to be determined)

5.4 Flexibility of the Agency

5.4.1 The Parties agree that the Agreement and Plan should encourage maximum flexibility to adapt to changes in Agency membership, funding, planning oversight, et cetera, as the Parties build their relationships and mutual trust.

Section 6. Potential Projects and Costs

To be added _____ as per work between the County and Facilitation Consultant

[signatures]

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