

MEETING SUMMARY | December 8, 2016

Glenn Sustainable Groundwater Management Act (SGMA) – Governance Workgroup Meeting #7

MEETING RECAP

- The workgroup discussed general updates regarding the County's Private Pumper Advisory Committee (PPAC), staff level coordination in the West Butte Subbasin, and updates on activities in Colusa, Butte, and Tehama Counties.
- The group was updated on the Colusa County Governance Working Group Meetings.
- The group received an update on Butte and Tehama SGMA implementation and actions associated with such.
- The group received an update on the process regarding funding for the Davids Engineering Work Plan.
- The group discussed the draft Memorandum of Understanding (MOU) Versions 2 & 3 and draft Groundwater Sustainability Agency Critical Path, version 1.

MEETING SUMMARY

Introduction

Dave Ceppos (Facilitator) is with the Center for Collaborative Policy. He explained that Glenn County contains multiple groundwater basins, specifically: the Corning, West Butte, and Colusa Subbasins. He reviewed the meeting agenda, other meeting materials, and meeting expectations. He explained and referenced the direction Colusa has taken with its Memorandum of Understanding (MOU), Colusa County Principles, and the Surface Water Diverter Principles that are potentially being used as a template for Glenn County. During the meeting we will periodically make reference to the proposed critical path timeline.

General Updates

Glenn County PPAC-The Glenn County Private Pumper Advisory Committee (PPAC) members were selected November 15 to advise the County on management of the "white areas". The PPAC is composed of seven members. Meetings are open to the public and are subject to the Brown Act. The first PPAC meeting will be held on December 9, 2016 from 1-4pm. The objectives of the first meeting are to address goals and the role of the advisory committee.

Staff-level coordination meeting with Glenn, Colusa, and Butte Counties for the West Butte Basin- Kearns & West, the facilitator working directly with agencies within Butte County, and CCP, the facilitator working with agencies in Glenn and Colusa Counties, are planning a staff level coordination meeting to discuss coordination options specifically for the West Butte Subbasin. The first meeting will be held on Dec. 13th to initiate discussions on the approach to resolve service area overlap in the West Butte Subbasin and to address geographic, land use, and water use dynamics, among other topics.

Report on Colusa County Governance Workgroup Meetings-Colusa County sent a “Final Letter to GSA-Eligible Agencies” aimed to clarify who is participating, not participating, or unsure about participation level. This was a County-led effort to determine the status of other potential GSAs. If the County does not receive a response they will assume responsibility for the service area. Colusa County and other participating agencies continue to work toward a multi-agency GSA. The current model intends to appoint two Colusa County Groundwater Commission members to the governing body of the multi-agency GSA. There was a good discussion of the MOU at the most recent Governance Workgroup meeting.

Update on Tehama SGMA implementation-Tehama County Flood Control and Water Conservation District has been appointed as the exclusive GSA for all subbasins within Tehama County. The Tehama County Groundwater Commission has been formed and is developing by-laws. Tehama County is holding a SGMA guidebook and Brown Act requirement presentation at the Tehama County Groundwater Commission meeting on December 14.

Funding for Davids Engineering Sustainability Risk Assessment and Work Plan-Glenn County requested a proposal from Davids Engineering for the Risk Assessment and Work Plan projects that have been discussed at previous workgroup meetings. Glenn County sent a request to potential GSAs within the County to consider financially supporting these projects. If all agencies participate, the equally-divided cost to each agency would be approximately \$2,200. The cost will increase per agency if not all agencies participate. The total number of willing participants has not yet been determined. Several agencies have confirmed their participation. The County’s process includes review by its Agricultural Commissioner, who took the request to a newly formed Budget Committee which reviewed the proposal. The initial comments received were very positive. The Committee requested the Agricultural Commissioner to bring the proposal to the first Board of Supervisors meeting in January for consideration.

Question: Since the original request assumes all agencies will participate, what is the amount per agency since some agencies are choosing not to participate? Response: The group has not yet developed how to meet the shortfall that is created when an agency chooses not to participate. Any suggestions are appreciated. Response: If the point is to be collaborative, then everyone should be involved in the collaborative effort and share in the in the cost. What will be the true cost? Response: Only a few agencies are not participating. After the Board meeting on January 3, there will be a better estimate on how much the County is willing to cover if agencies decide not to participate.

Question: How much is the cost? Response: The request was sent to all noticed agencies as well as the Glenn Groundwater District representative. If all agencies participated, the cost per agency would be roughly \$2,200. The total cost of the projects is about \$22,000. Some agencies would prefer to see a per-acre cost rather than a straight division of cost.

DRAFT Memorandum of Understanding (MOU) and DRAFT Groundwater Sustainability Agency Critical Path

The facilitator referenced the documents the work group will review and provide comments for future revision. The Draft Agency Critical Path will be discussed first. Version 1 of the Draft MOU was developed for Colusa County using Glenn's Common Principles, the Surface Water Diverter Principles, and the Colusa County Principles (not included in this meeting.) Version 2 included comments made during meetings (included in agenda packet.) Version 3 (handed out at this meeting) includes, in "Track Changes" additional comments from the Colusa meeting earlier in the week.

The facilitator reviewed the Draft Agency Critical Path, Version 1. There are three processes outlined. The first is the MOU process shaded in blue, which is ideally a precursor to the JPA development. The second is the JPA development process, shaded in green. The third is noticing requirements, shaded in pink. The minimum requirements for any subbasin to be compliant on June 30 is to eliminate overlap, ensure there are no unmanaged areas, and complete formal public noticing/meeting as required. Although nothing has been developed officially in writing, the facilitator has confirmed that the Department of Water Resources (DWR) and the State Water Resources Control Board (State Board) have indicated that the target date to start the 90-day window of noticing can be all the way up to June 30. However, meeting the minimum requirements does not get you any closer to governance and decision making on July 1. The language of the MOU guides the future JPA.

The facilitator mentioned that the group will review Version 2 and Version 3 simultaneously, section by section, and take comments. In earlier meetings, it was mentioned that everyone is welcome to attend and participate, but there would come a day in which, due to SGMA's statutory language, agencies that are eligible to be signatory to the MOU or JPA would carry a different weight and would ultimately decide which comments are incorporated into the MOU and/or JPA, and which comments are not. The time for transitioning into this process is beginning.

Question: Is there a list of signatories? Response: It is still open-ended at this time. The County plans to send a letter to eligible agencies to verify which agencies plan to participate.

The following comments were made in direct reference to **Version 3 of the Draft MOU:**

Introductory Paragraph

No comments

Recitals

Comment: Please review Colusa discussion. Response: The facilitator reviewed the changes presented in Track Changes on Version 3.

Comment: Recommend being as cohesive as possible to Colusa's Version 3.

Comment: Include a list of tribes and federal agencies that we are dealing with.

Definitions

Question: When does the fiscal year start? Response: The definition is based on the State fiscal year. Is there any concern? None heard.

Comment: Will there be something that defines what sustainability means or will it reference the Act? Response: Everything is referencing the Act, but not explicitly. Do you want the six sustainability indicators listed? Group Response: After discussion, it was ultimately decided to add the sustainability indicators. The facilitator will work on the language for this change.

Section 2. Purpose

No additional comments.

Section 3. Term

No additional comments.

Section 4. General Principles of Understanding

-4.1- Question: Why was the word “balanced” removed? Response: It is not currently defined and would be difficult at this stage to reach agreement on the definition. It is more appropriate to define “balanced” in the JPA.

The facilitator reviewed the Track Changes comments listed in 4.7-4.13 and some of the reasons for the changes. There was an attempt to consolidate a few statements. A number of private pumpers felt an equitable acknowledgment of various types of economic interests should be recognized, such as industrial and domestic as well as agricultural. There was also an attempt to acknowledge that any extractions can affect other extractions. There is no need to create further division.

-4.10- Comment: Strike “avoided” and replace it with “manage.” “Manage” provides some flexibility. By using the term “avoided”, you might be saying there can be no increased groundwater extractions. For example, groundwater recharge projects are a way to manage the increased extractions. Question: Would you retain “mitigated?” Response: Biggest problem is with the word “avoided”. There was general consensus with this proposed change. Comment: Mitigation is a six year process. A lot of damage could take place in that time. Something should be mentioned in the language that would take place before mitigation is required. Response: Proposed sentence: “Increased extractions threaten the groundwater resources of all well owners and such impacts should be addressed by the agency, managed consistent with the plan (GSP), and mitigated if necessary.” There was general consensus with this statement.

Comment: “Increased extractions threaten the groundwater resources of all well owners.” Is that true? Comment: That is a blanket statement that we should avoid. Strike “all” replace with “may.” There was general consensus with the change.

The statement would then read: “Increased extractions may threaten the groundwater resources of all well owners and such impacts should be addressed by the agency, managed consistent with the plan (GSP), and mitigated if necessary.” There was general consensus with this statement.

Comment: Item #11 in version 2, the statement regarding “The economic and cultural future of agriculture,” has some concerns. Response: This is now 4.9 on Version 3. Some items were added on Version 3. Question: Does social well-being include health and safety? Response: It can be added to be more specific. Strike “social well-being” and add “health and safety.”

Comment: Also add “within the basin.” There was general consensus with these comments.

Section 5. Specific Principles of Understanding

-5.1.5 Facilitator makes a statement that a local agency can be its own GSA or join into a JPA. An agency also retains the right to withdraw from a JPA that is failing to meet sustainability in the GSP or as determined by DWR or the State Water Resources Control Board. Newly formed agencies can exercise the right to join the JPA after the initial formation of the agency.

Comment: 5.1.3 discusses mutual water companies. Potentially, add that other agencies can be invited at any time, i.e. Cal Water, mutual water companies. Response: Look to the likely signatories. Mutual water companies would need to be invited by the group. The final governance has not yet been defined. A “whereas” at the top makes a commitment that talks about the mutual and this section. It may be better to not go much further at this point and discuss further in the JPA development. Response: I’m not trying to ensure, just leave open the possibility. Comment: Add something like “Newly formed and other agencies, including private entities, can be invited at any time or at a later date.” Response: If the eligible entities feel there is legitimacy to this request, the facilitation team can attempt to develop language to capture this intent. There was general consensus for this idea with the awareness that the capacity of these entities would be further defined in the governance. It was also clarified that as per the statute, the invitation would be extended by the agency as a whole, not a member of the agency. Comment: Make it clear that not all of the entities are mutual water companies. Response: The facilitation team will use the language straight from the statute.

-5.1.6 Question: What are “police” powers? Response: I understand that to be enforcement powers. Does anyone else want to clarify? Response: The California State Constitution, those police powers are passed down to local agencies. Suggestion: Replace “police” powers with “enforcement” powers. There was general consensus with this change.

Question: To clarify, are we incorporating all of Colusa’s Version 3 comments? Response: Yes. If I don’t hear any objections, we will incorporate the changes in Version 3.

-5.1.7-Question: Is the intent of this statement to address the “swiss cheese” areas where white spaces are mixed in with other agency boundaries? Response: Yes.

-5.2.3 Comment: Please comment on the discussion that took place in Colusa to develop section 5.2.3. Response: The facilitator reviewed 5.2.3 and 5.2.4. Not all water users have access to surface water, so “available” was added to the statement. Also, sometimes water may be available, but not affordable, so that was added as well. Not all agreed with the changes in Colusa. Some discussion took place in favor and some opposed. Comment: Strike “affordable” from the sentence. It is not defined. It was generally agreed to accept the proposed change.

-5.2.4 Comment: The amount of recharge has not been scientifically defined for all associated surface water users and may need to be reworded or be later defined in JPA. Perhaps add something about recharge on irrigated lands within their district. Response: The facilitator directed the group to 5.2.8. Comment: 5.2.8 is fine. Add language that the water can only be used within the district. Response: Any use of water considered as recharge can only be applied to the land in which it was extracted with the intent to limit export. The facilitation team will develop language to capture this idea. Comment: This seems duplicative of 5.2.8. Isn't it more applicable to add this to the plan? Response: This seems to be a trust-building exercise to ensure that it gets added to the plan.

-5.2.6 The word “obligation” causes concern in the second sentence. I can't be responsible for stream flow if I am not near the stream. Comment: This relates to mandated biological opinions and in-stream flows. Perhaps this could be rephrased. Comment: Groundwater dependent ecosystems are important in SGMA. Surface water-groundwater interaction is a sustainability indicator. Comment: This needs to be defined if it stays in. Comment: There are obligations under multiple programs that impact everyone. Suggestion: Change language to read, “all beneficial groundwater users, whether using surface water or groundwater in the basin, have an obligation to use water consistent with their respective rights, and an obligation to manage water consistent with associated regulatory compliance conditions for example (fill in).” There was general consensus with the idea. The facilitation team will develop language to capture the idea.

-5.2.8 Comment: Add provisions for dry years regarding surface water users' recharge use attributed to leakage. Response: Review Version 3 with the changes that have been made, and if your concerns are not met, we can revisit this comment.

Comment: SB 867 was referenced. Add a “water exporter” statement. Commenter would like to see that water exporters have to prove that with their exportations do not negatively affect the sustainability of neighboring landowners. Commenter feels that the current laws are not protecting his interests. Comment: Relating to the previous comment, add something about appropriate environmental review. All of these transfers are subject to CEQA or NEPA. That is one way to address. Comment: When you use groundwater for beneficial use not on the parcel in which it was extracted, that is considered appropriative use. Court cases show that those using it in an appropriative manner must show that it is not impacting the sustainability of the subbasin. Comment: A Tehama County court case was referenced in which groundwater was not allowed to be transferred to another County. Response: The general concept is that there must be some responsibility held to people so that for redirected affects from extraction for the

purposes of exportation or transfer, the onus is on the person doing the extraction for exportation or transfer, not on the party being impacted. This concept was generally acceptable to the group. The facilitation team will search for the existing law citation and develop language if it is deemed appropriate. Comment: Rather than limit the use of the groundwater extraction to the district, you may consider limiting to the subbasin or county, otherwise, you may limit the opportunities and flexibility to move water where it is needed. Response: This could be added to 5.2.4. Comment: Water rights are meant to stay on that particular real estate. Moving the water affects others and that is wrong. Question: In the context of SGMA, does SGMA prioritize basin sustainability over the state at large? Response: As long as you are operating within your safe yield, transfers can occur. It does not make sense to transfer if you are operating outside of the safe yield. That's not sustainable. Response: You can't bankrupt one area for the benefit of another. The details will be outlined in the plan. Comment: Potentially add safe yield language to this statement.

-5.2.9- Comment: Add language to clarify "fallowing transfers." Fallowing may be necessary in dry years, but I'm concerned about transfers.

Some discussion took place to clarify what occurs in a fallowing transfer versus groundwater substitution transfers and the discomfort that some felt about striking the flexibility that fallowing transfers may provide as a tool for sustainability. The facilitator will add a definition of fallowing transfer.

Comment: Fallowing transfers are intended for surface water. Groundwater substitution transfers require intense monitoring of groundwater conditions prior to the transfer, throughout the transfer, and after the transfer is complete. It is a very expensive process.

The facilitator stated that he would like people to make specific recommendations on additional terms to be defined.

Comment: Further define "surface water" definition in MOU and clarify that surface water isn't being confused with water being stored in reservoirs, such as Orland Unit Water Users.

Response: Please provide a specific recommendation and wording to capture the above issue.

-5.2.10- Comment: A concern with this statement was expressed by a private pumper – the last sentence pertains to us, but the rest of it we can't be held responsible for and maintain sustainability. Response: The County acts as a proxy for private pumpers. Comments are welcome, but there is a distinction between agency and public comments. Comment: These are state and federal mandates. Response: The purpose of the MOU is not to outline how you are going to protect yourself from the State.

-5.3.2- Comment: Federal funding should also be included as an option.

Section 6. Potential Projects and Costs

This is currently a placeholder for potential projects such as the Davids Engineering work plan. There was general consensus to add this section.

The group re-reviewed the draft Agency Critical Path. All documents follow the sequence of preliminary draft, draft, draft-final, final. The facilitator discussed the timeline of moving forward with the MOU and to start with the governance structure early to give the group the maximum time to reach a resolution. Examples of different GSA voting patterns are beginning to emerge throughout the state. One agency, one vote seems to be the direction most groups are taking.

Question: What is your take on where GCID is on this MOU process? Response: GCID is taking this to their Board Wednesday.

Beginning in May, the process for noticing to the State begins, acknowledging the intent for a multi-agency GSA (two for Colusa Subbasin). Old notifications are rescinded and a new notification is submitted. That begins the 90 day review period and JPA formation work begins again. Ratification of the JPA would begin in about a year from now. Keep boards informed along the way so there is no reproach when that time comes.

Comment: My concern is that if the notice is not submitted until June 30, and a GSA is not designated as the sole GSA by June 30, the state intervention process could begin and reporting could be required by July 1. Informal discussions have indicated there is leeway in the intervention process and perhaps this would not trigger intervention, but there is nothing in writing. Also, what happens if you get a comment during the 90 day period? Response: My understanding is that if you met the bare minimum by June 30, you will be compliant on July 1. A comment could challenge this work, but that is why this process and outreach are so important. Create an administrative record. You want to be above reproach when that deadline comes. Another public meeting in the near future should be considered. State intervention is discretionary. The State Board has indicated they will work with basins that fall into that situation; however, there is no guarantee. A negative comment does not automatically throw you into probationary status. DWR staff agreed with the facilitator's response.

Comment: An overarching workgroup should be developed between Glenn and Colusa counties in regards to the potential submission of one grant application per subbasin for SGMA funding.

The facilitator encouraged the participants to send him any additional feedback. The MOU is a work in progress. If there are any comments to pass on regarding the West Butte Subbasin, see Dave Ceppos or Lisa Hunter after the meeting.

Meeting Participants

- Sharla Stockton Glenn County
- Mary Randall Department of Water Resources
- Erin Smith Department of Water Resources
- Bill Vanderwaal Glenn Ground Water District/Provost and Pritchard

➤ Ron Stilwell	Private Pumper
➤ Jim Giachino	Glenn County Resource Conservation District
➤ Marcie Skelton	Glenn County Agricultural Commissioner
➤ Sharron Ellis	Private Pumper
➤ Geoff Fuls	Cal Water
➤ Vickie Newlin	Butte County
➤ Bruce Roundy	City of Orland Mayor/ Resource Conservation District Director
➤ John Viegas	Glenn County Board of Supervisors
➤ Lance Boyd	Provident/Princeton-Codora-Glenn Irrigation Districts
➤ Pete Carr	City of Orland
➤ Emil Cavagnolo	Orland Artois Water District
➤ Rick Massa	Orland Unit Water Users Association
➤ Matt Gomes	Glenn County Planning & Public Works
➤ Mardy Thomas	Glenn County Planning & Public Works
➤ Hank Wallace	Taxpayer
➤ Anjanette Shadley	Western Canal Water District
➤ Mark Lohse	Private Pumper
➤ George Pendell	Stony Creek
➤ Rick Beale	Private Pumper
➤ Paddy Turnbull	Capay Landowners
➤ Del Reimers	

Staff

➤ Lisa Hunter	Glenn County Water Resources Coordinator
➤ Dave Ceppos	Center for Collaborative Policy

APPENDICES

- Draft Memorandum of Understanding Defining Colusa Subbasin Groundwater Sustainability Interests, Version 2- December 2, 2016
- Draft Memorandum of Understanding Defining Colusa Subbasin Groundwater Sustainability Interests, Version 3- December 7, 2016
- Draft Version 1, Colusa Subbasin Groundwater Sustainability Agency Critical Path

DRAFT
Memorandum of Understanding
Defining Colusa Subbasin Groundwater Sustainability Interests
Version 2 – December 2, 2016

This Memorandum of Understanding (MOU) is made and entered into by and among the (names of parties) 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 Glenn 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 Glenn 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 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 Glenn; and

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

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

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 Glenn 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 Glenn 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. 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 Agency.
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 a multi-party Agency. (TBD)

Section 3. Term

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).

Section 4. General Principles of Understanding

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.
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.
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.
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.
5. As 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.
6. All 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.
7. Being 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.
8. No Party's land use or other authority is limited by this MOU.
9. Sustainable groundwater conditions must support, preserve, and enhance the economic viability and social well-being of all beneficial uses and users.

Comment [dmc1]: To be determined

10. Increased extractions threaten the groundwater resources of well owners with smaller, shallow wells and such impacts must be avoided and/or mitigated.
12. Aquifers within the basin can be threatened by unsustainable management of groundwater resources.
11. The economic and cultural future of agriculture in the County can be threatened by the lack of available groundwater and surface water resources.
12. Threats to the natural resources of the County resulting from impacts to groundwater resources must be avoided.
13. All 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 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.
14. Implementation 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.
15. All overlying landowners in the Colusa Subbasin have a right to share the Subbasin's natural recharge for beneficial use on their overlying land.
16. Act 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.
17. Achieving and maintaining groundwater sustainability for the good of all groundwater users in the County 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.

Section 5. Specific Principles of Understanding

Governance and Implementation of the Act

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
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.
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.

4. The Agency will pursue financial and infrastructure solutions and beneficial partnerships with other Parties to provide sustainable water supplies for all constituents.
5. Local public agencies retain discretion to determine whether to be an individual 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).
6. Governance and implementation must avoid duplicative or conflicting governmental authorities. Each Party will have the right 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.
7. As parties implement the Act within their respective boundaries, they will coordinate efforts with any adjacent white areas.

Sustainability

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.
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.
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 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 for use during dry periods when surface water is not readily available.
4. All Parties recognize the interconnectedness of groundwater and surface water resources, and contributions to the system from surface water applications.
5. 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.
6. 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.

7. Districts recharge the groundwater basin with surface water through leakage from canals and distribution and drainage systems and deep percolation of applied crop water. If cutbacks to surface water supplies occur to the extent that Districts must supplement their supplies with groundwater, Districts reserve the right to manage and use water attributable to such recharge. Studies will quantify availability of such recharge, and provisions will be in place, such as targeted monitoring and mitigation programs.
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. Districts 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.
10. Surface water transfers will potentially serve as a tool to settle disputes over environmental obligations or to mitigate impacts during drought periods. Districts and Agency members agree to coordinate and partner on actions that attempt to balance environmental solutions with groundwater sustainability.

Agency Financing and Support

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. 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)

Comment [mmf2]: To be further defined regarding near term studies and actions (e.g. water balance)

Future Modifications to this Memorandum

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.

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 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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~~5- 4.5~~ As 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- 4.6~~ All 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- 4.7~~ Being 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- 4.8~~ No Party's land use or other authority is limited by this MOU.

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~~9- 4.9~~ Sustainable 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- 4.10~~ Increased 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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~~4.11-4.12~~ Aquifers within the basin can be threatened by unsustainable management of groundwater resources.

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~~11- 4.12~~ The economic properity 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- 4.13~~ Threats to the natural resources of the County resulting from impacts to groundwater resources must be avoided.

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~~13- 4.14~~ All 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- 4.15~~ Implementation 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- 4.16~~ All 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- 4.17~~ Act 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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~~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 right 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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~~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 cutbacks reductions of to surface water supplies occur occur to the extent that Districts must supplement their supplies with groundwater, Districts reserve the right to managesurface 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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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

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.

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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DRAFT
Version 1
Colusa Subbasin Groundwater Sustainability Agency Critical Path

Key:

Memorandum of Understanding (MOU) Steps
Joint Powers Agreement (JPA) Steps
Groundwater Sustainability Agency (GSA) Notice Steps

Note: All dates assume the first day of a week in that month. This does not presume each date is the actual date that an action will occur.

6 December 2016	Prepare Draft Final MOU GSA
13 December 2016	Finalize target list of signatory parties of MOU and submit MOU to governing bodies for review
9 January 2017	Review and reconcile final MOU comments and submit MOU to governing bodies for ratification
9 January 2017	Begin work on preliminary draft JPA <ul style="list-style-type: none"> • Review Preliminary Outline of JPA Articles • Begin Membership and Governance Discussion. To include but not limited to: <ul style="list-style-type: none"> ○ Membership and Appointments ○ Member terms, additions and withdrawals ○ Board structure ○ Voting Structure
20 February 2017	Complete ratification process for Colusa GSA MOU
20 February 2017	Continue JPA development <ul style="list-style-type: none"> • Adopt ratified MOU as Draft Recitals and Principles Articles of JPA • Preliminary Draft Membership and Governance Articles • Preliminary Draft Budget and Funding Article
<i>Potentially begin Governance Work Group Meetings every 2 weeks</i>	
20 March 2017	Continue JPA development <ul style="list-style-type: none"> • Draft Membership and Governance Articles • Draft Budget and Funding Article • Begin Special Projects Article Discussion • Begin Liabilities Article Discussion
17 April 2017	Continue JPA development <ul style="list-style-type: none"> • Draft Final Membership and Governance Articles • Draft Final Budget and Funding Article • Preliminary Draft Special Projects Article • Preliminary Draft Liabilities Article • Begin Miscellaneous Provisions Discussion • Begin Formation, Purpose and Powers Discussion
1 May 2017	Review preliminary draft multi-agency GSA notice
15 May 2017	Review draft multi-agency GSA notice and submit to governing bodies for review
29 May 2017	Review draft final multi-agency GSA notice, reconcile issues and submit to governing bodies for ratification
19 June 2017	Finalize multi-agency GSA notice

30 June 2017	Previously noticed GSAs rescind their notices to the State
30 June 2017	Submit final multi-agency GSA notice to State. Begin 90-day review period.
10 July 2017	Continue JPA development <ul style="list-style-type: none"> • Final Membership and Governance Articles • Final Budget and Funding Article • Draft Special Projects Article • Draft Liabilities Article • Preliminary Draft Miscellaneous Provisions Discussion • Preliminary Draft Formation ,Purpose and Powers Discussion
7 August 2017	Continue JPA development <ul style="list-style-type: none"> • Final Special Projects Article • Final Liabilities Article • Draft Miscellaneous Provisions Discussion • Draft Formation ,Purpose and Powers Discussion
4 September 2017	Continue JPA development <ul style="list-style-type: none"> • Draft Miscellaneous Provisions Discussion • Draft Formation ,Purpose and Powers Discussion • Other items
2 October 2017	Complete GSA 90-day Notice Review
2 October 2017	Finalize All JPA Articles and submit to governing bodies for review
6 November 2017	Ratify JPA and conduct initial meeting of GSA