

**MEMORANDUM OF UNDERSTANDING AMONG GROUNDWATER SUSTAINABILITY
AGENCIES IN THE CORNING SUBBASIN**

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMS OF AGREEMENT

ARTICLE 1. DEFINITIONS

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

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

1.2. "Agreement" means this Memorandum of Understanding.

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

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

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

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

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

1.8. "GSA" means a groundwater sustainability agency.

1.9. "GSP" means a groundwater sustainability plan.

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

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

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

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

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

1.15. “State” means the State of California.

ARTICLE 2. PURPOSE OF THE AGREEMENT

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

ARTICLE 3. TERM

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

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

ARTICLE 4. PRESERVATION OF POWERS

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

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

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

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

ARTICLE 5. BASIN COOPERATION

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

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

ARTICLE 6. MEMBERS

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

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

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

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

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

ARTICLE 7. CORNING SUBBASIN ADVISORY BOARD

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

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

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

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

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

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

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

ARTICLE 8. COMMITTEE FORMATION

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

ARTICLE 9. DECISION-MAKING AND DISPUTE RESOLUTION

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

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

ARTICLE 10. MANAGEMENT AREAS

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

ARTICLE 11. SPECIFIC PROJECTS

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

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

ARTICLE 12. FINANCIAL PROVISIONS

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

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

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

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

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

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

ARTICLE 13. WITHDRAWAL AND TERMINATION

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

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

unanimous consent of the Members.

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

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

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

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

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

ARTICLE 14. MISCELLANEOUS

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

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

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

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

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

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

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

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

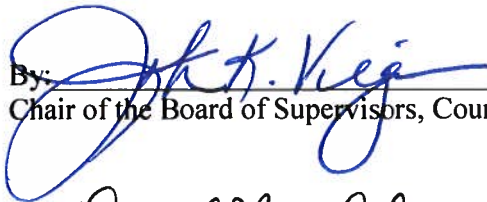
14.8. Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

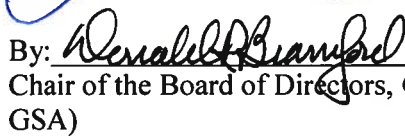
14.9. Binding on Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors or assigns of the Members.

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

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

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the date of execution of this Agreement.

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

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

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

EXHIBIT A: MEMBER AGENCIES

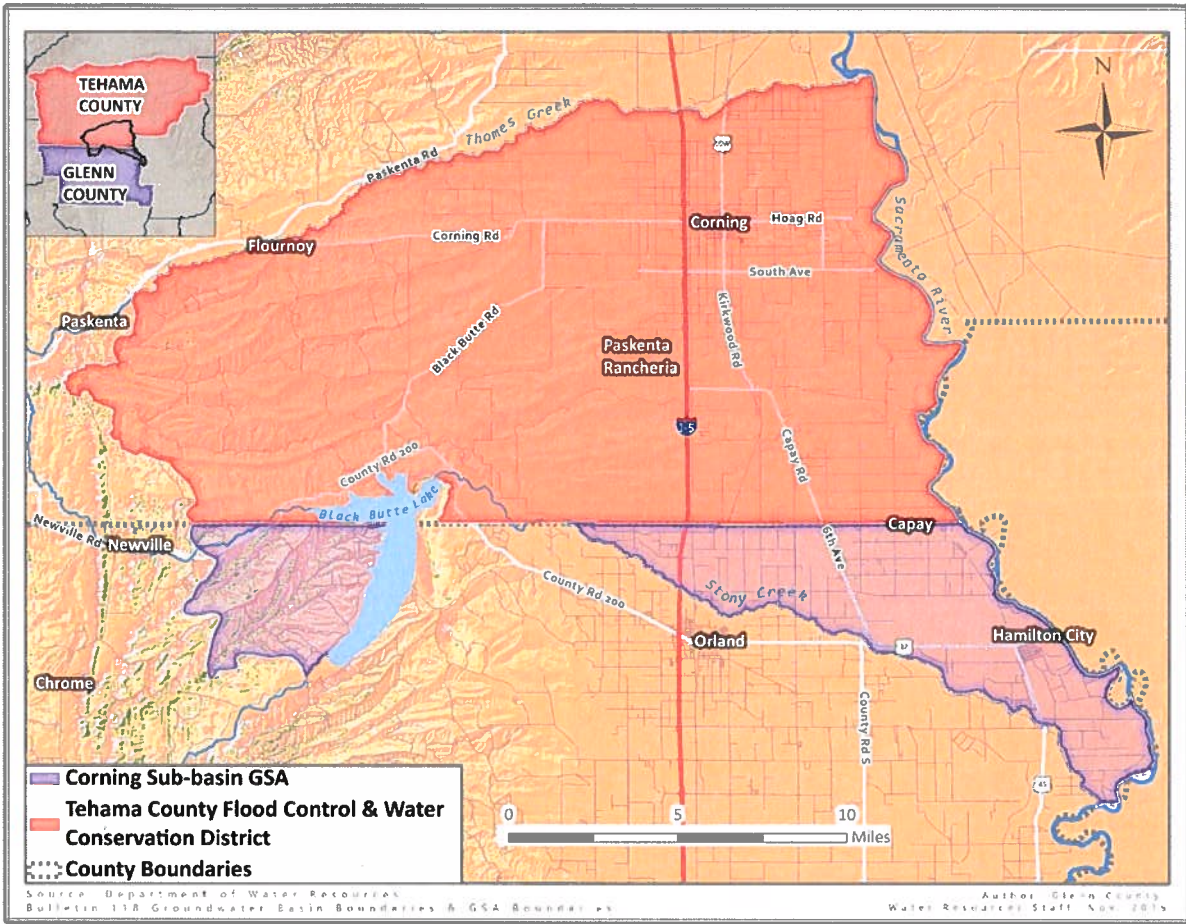
Corning Subbasin Groundwater Sustainability Agency (GSA)

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

Tehama County Flood Control and Water Conservation District

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

EXHIBIT B: CORNING SUBBASIN MAP



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

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

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

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

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

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

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

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

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

WHEREAS, Water Code Section 10723.6 authorizes a combination of local agencies overlying a groundwater basin to elect to become a Groundwater Sustainability Agency ("GSA") by using a memorandum of agreement or other agreement; and

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

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

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

1. **PURPOSE.** This MOA is entered into by and between the Parties to facilitate a cooperative and ongoing working relationship to comply with SGMA in the Corning Sub-basin by, among other things, forming a GSA and developing and implementing a single GSP within the Glenn County portion of the Corning Sub-basin. This MOA is not intended to form a new legal entity.
2. **CORNING SUB-BASIN GROUNDWATER SUSTAINABILITY AGENCY.** The Parties hereby establish the Corning Sub-basin Groundwater Sustainability Agency ("CSGSA") to manage that portion of the Corning Sub-basin within Glenn County as set forth in Exhibit A, which exhibit shall be amended to reflect any future changes to the Corning Sub-basin boundary lines as determined by the California Department of Water Resources ("DWR").
3. **GSA GOVERNING BODY.**

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

- 3.1 Each Party shall appoint two representatives ("Party Representative") to participate on the GSA Committee. Each Party may appoint an alternate representative ("Alternate Representative") in case a Party Representative cannot act. At its sole discretion, a Party may replace its Party Representatives or Alternate Representative at any time by providing notice to the other Party.
- 3.2 The GSA Committee may adopt resolutions, bylaws and policies to provide further details for conducting its affairs consistent with the MOA and applicable law and amend the same from time to time. Meetings of the GSA Committee shall be called, noticed and conducted subject to the provisions of the Ralph M. Brown Act (Govt. Code sections 54950 et seq.)
- 3.3 A quorum to transact business shall be a simple majority of the GSA Committee. All proposed actions or resolutions must pass by a simple majority vote, provided however, actions or resolutions to adopt budgets or any type of fee/charge, or to approve the GSP, must pass by a 75 percent vote.
- 3.4 The GSA Committee shall have all powers that a GSA is authorized to exercise as provided by SGMA, including developing a GSP consistent with the SGMA and DWR's regulations and imposing fees to fund GSA and GSP activities.

4. ROLES AND RESPONSIBILITIES OF THE PARTIES.

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

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

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

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

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

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

10. TERMINATION AND WITHDRAWAL.

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

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

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

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

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

11. **AMENDING THE MOA.** This MOA and Exhibits hereto may only be amended by a subsequent writing, approved and signed by all Parties.
12. **JURISDICTION.** This MOA shall be governed by and construed in accordance with the laws of the State of California.
13. **ENTIRE AGREEMENT.** This MOA constitutes the entire agreement of the Parties with respect to the subject matter of this MOA and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this MOA.
14. **SEVERABILITY.** If one or more of the provisions contained in this MOA are invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any manner.
15. **INDEMNIFICATION.** Each Party shall indemnify each of the Parties and their board members, officers, employees, agents or volunteers from and against any and all liabilities arising from or in connection with any negligent act or omission or willful misconduct taken by the indemnifying Party, its board members, officers, employees, agents or volunteers, under or in connection with this MOA. This indemnification provision will continue to bind the Parties after the termination of this MOA for liabilities that arise or arose from the indemnifying Party's negligent act or omission or willful misconduct in connection with this MOA.
16. **NOTICES.** All notices and other communications given under the terms of this MOA must be in writing and served personally or by certified US mail. Any such notices shall be addressed to the Parties as set forth as follows or to such other address as the Parties may hereafter designate by written notice. The date of receipt of the notice shall be the date of actual personal service or three days after the postmark on certified mail.

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

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

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

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

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

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

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

Glenn County



Keith Corum, Chairman
Board of Supervisors

Date June 27, 2017

Glenn Colusa Irrigation District



Donald R. Bransford, President
Board of Directors

Date 7/6/17

Approved as to Form:



Alicia Ekland, County Counsel
Glenn County, California