

AGENDA ITEM 4: MEMORANDUM OF UNDERSTANDING FOR SGMA EFFORTS IN THE DELTA AREA OF THE SOUTH AMERICAN SUBBASIN

BACKGROUND:

The Groundwater Authority Board adopted Resolution 2016-01 on April 20, 2016 which directed staff to negotiate agreements with other local agencies and stakeholders, as defined by SGMA, outside of SCGA's jurisdiction as may be required to support an Alternative Submittal for the South American Subbasin. On August 10, 2016 staff met with Delta interests to explore the possibility of developing MOUs between the various interests to convey the potential SGMA-related activities in the Delta, and to support the Alternative Submittal process being undertaken by SCGA. The attached MOUs are part of this effort and support the recently submitted Alternative.

Staff recommends the Board authorize the chair to execute the Memorandum Of Understanding And Agreement For Sustainable Groundwater Management Act Efforts In The Delta Area Of The South American Subbasin with Reclamation Districts 813 and

~~211~~. 1002

STAFF RECOMMENDATION:

Action: Authorize the chair to execute the MOUs with Reclamation Districts 813 and

~~211~~. 1002

correction to the district

APPROVED
BOARD OF DIRECTORS

JAN 11 2017

By *Alorence Evans*
Clerk of the Board

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT FOR SUSTAINABLE
GROUNDWATER MANAGEMENT ACT EFFORTS IN THE DELTA AREA OF THE
SOUTH AMERICAN SUBBASIN**

CS . This Memorandum of Understanding and Agreement ("MOU") is dated and effective this 11 day of January, 2017 by and between the Sacramento Central Groundwater Authority, a joint powers authority formed under Government Code section 6500 et seq. ("SCGA"), and various Reclamation, Water and Drainage Districts, established pursuant to Water Code section 50000 et seq. and within the South American Sub-basin (Basin No. 5-21.65) as defined by the California Department of Water Resources Bulletin 118-03 ("RDs"). The parties to this MOU are individually referred to herein as "Party" and collectively referred to herein as "Parties."

RECITALS

WHEREAS, in 2014 the California Legislature signed the Sustainable Groundwater Management Act ("SGMA") into law;

WHEREAS, SGMA provides a framework for sustainable groundwater management by local agencies; and

WHEREAS, the Parties to this Agreement are each local agencies within the meaning of SGMA at Water Code section 10721; and

WHEREAS, the Parties are local agencies within the South American Sub-basin (Basin No. 5-21.65) as defined by the California Department of Water Resources ("DWR") Bulletin 118-03; and

WHEREAS, SGMA allows for flexibility in groundwater management, but requires outreach and coordination to and between local agencies and interested parties in the formation and development of groundwater governing entities and basin sustainability plans; and

WHEREAS, SGMA requires a Groundwater Sustainability Plan ("GSP") or alternative for each medium and high priority classified sub-basin by January 31, 2022; and

WHEREAS, an alternative to a GSP must be submitted to DWR no later than January 1, 2017; and

WHEREAS, SCGA was created for the primary purpose of maintaining the sustainable yield within the SCGA Groundwater Management Plan ("GMP") and has service area that overlies a portion of the South American Sub-basin, classified as a high priority sub-basin;

WHEREAS, SCGA has significant interest and investment in using its GMP; and sustainable management of its service area since its formation in 2006 to comply with SGMA and GSP requirements; and

WHEREAS, GSP regulations require an alternative submittal to apply to an entire basin;
and

WHEREAS, SGMA requires an alternative submittal meet one of three categories, including an analysis of conditions that demonstrate the sub-basin has operated within its sustainable yield over a period of at least 10 years; and

WHEREAS, SCGA is developing an alternative submittal covering the entire South American Sub-basin to submit by January 1, 2017 for DWR's evaluation based on demonstrating sustainable operation of the sub-basin for more than 10 years; and

WHEREAS, the RDs are local agencies within the Delta area of the South American Sub-basin (depicted in Exhibit A, and hereinafter "Delta") that have groundwater management interests and experience; and

WHEREAS, the Parties have an interest in coordinating each other's SGMA-related efforts within the South American Sub-basin, including the submittal of a qualifying alternative to GSP no later than January 1, 2017;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Recitals: The foregoing recitals are hereby incorporated by reference.
2. Term: This MOU shall be effective as of the date of signing and remain in effect until the subject matter contemplated herein is completed or this MOU is terminated pursuant to the terms of this MOU.
3. Membership: The Parties to this MOU shall be the entities which execute this MOU, or are added as Parties by way of amendment, and have not withdrawn in accordance with Section 12.
4. SCGA as Applicant for Alternative: SCGA intends to be the applicant and lead agency for an alternative submittal ("Alternative") pursuant to SGMA. SCGA's Alternative will encompass the whole of the South American Sub-basin and include the Delta.
5. Alternative Consultation: SCGA intends that the Alternative will represent the groundwater use and behavior in the Delta as different from the remaining area of the Sub-basin. SCGA will consult and coordinate with the other Parties for supporting information to include in the Alternative.
6. Delta CASGEM: SCGA intends to use and cite to existing funding and programs to support Delta monitoring and reporting of groundwater elevations for California Statewide Groundwater Elevation Monitoring ("CASGEM") compliance.
7. Delta GSAs: SCGA will support local agency interests in becoming Groundwater

Sustainability Agencies ("GSAs") within the Delta.

8. Delta GSP: SCGA acknowledges that DWR approval of an Alternative for the South American Sub-basin does not preclude Delta GSAs from subsequently developing a GSP, and that SCGA would work to coordinate the Alternative with any GSP developed within the South American Sub-Basin.
9. Delta BBM: SCGA is aware of the Parties' interest in future basin boundary modification to consolidate the legal Delta, as defined by DWR, into a single sub-basin ("Delta BBM"). SCGA acknowledges that approval of an Alternative for the South American Sub-basin does not preclude or oppose such Delta BBM. SCGA will work collaboratively, as requested, with the Parties and other Delta interests concerning such Delta BBM and its effects on the South American Sub-basin.
10. Party Communication: The Parties will consult and communicate on issues and matters to support the development of the Alternative. Each Party will bear its own expense for this consultation and communication support.
11. Termination: This MOU is terminated by withdrawal of a majority of the Parties, or upon completion of the subject matter contemplated herein.
12. Withdrawal: A Party may withdraw from this MOU effective upon forty-five (45) days notice to each other Party.
13. Amendment: Except as provided herein, no alteration, amendment, or variation of the terms of this MOU shall be valid unless made in writing and signed by all Parties.
14. Notice: Any notice or instrument delivered or given pursuant to this MOU shall be made by (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery, to the Party addresses as identified in Exhibit B.
15. Entire Agreement. This instrument constitutes the entire agreement and understanding between the Parties with respect to the subject matters hereof, and supersedes and replaces any prior agreements and understandings, whether oral or written, by and between them with respect to such matters.
16. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have entered into this instrument as of the date set forth above.

SACRAMENTO CENTRAL GROUNDWATER AUTHORITY

By: 

Title: Chair

Date: 4/14/17

RECLAMATION DISTRICT

By: Robert Abernambie

Title: Secretary RD 813

Date: 12/1/2016

Exhibit "A" – Reclamation Districts within the Delta area of the South American Sub-basin
Exhibit "B" – Party Addresses

EXHIBIT A

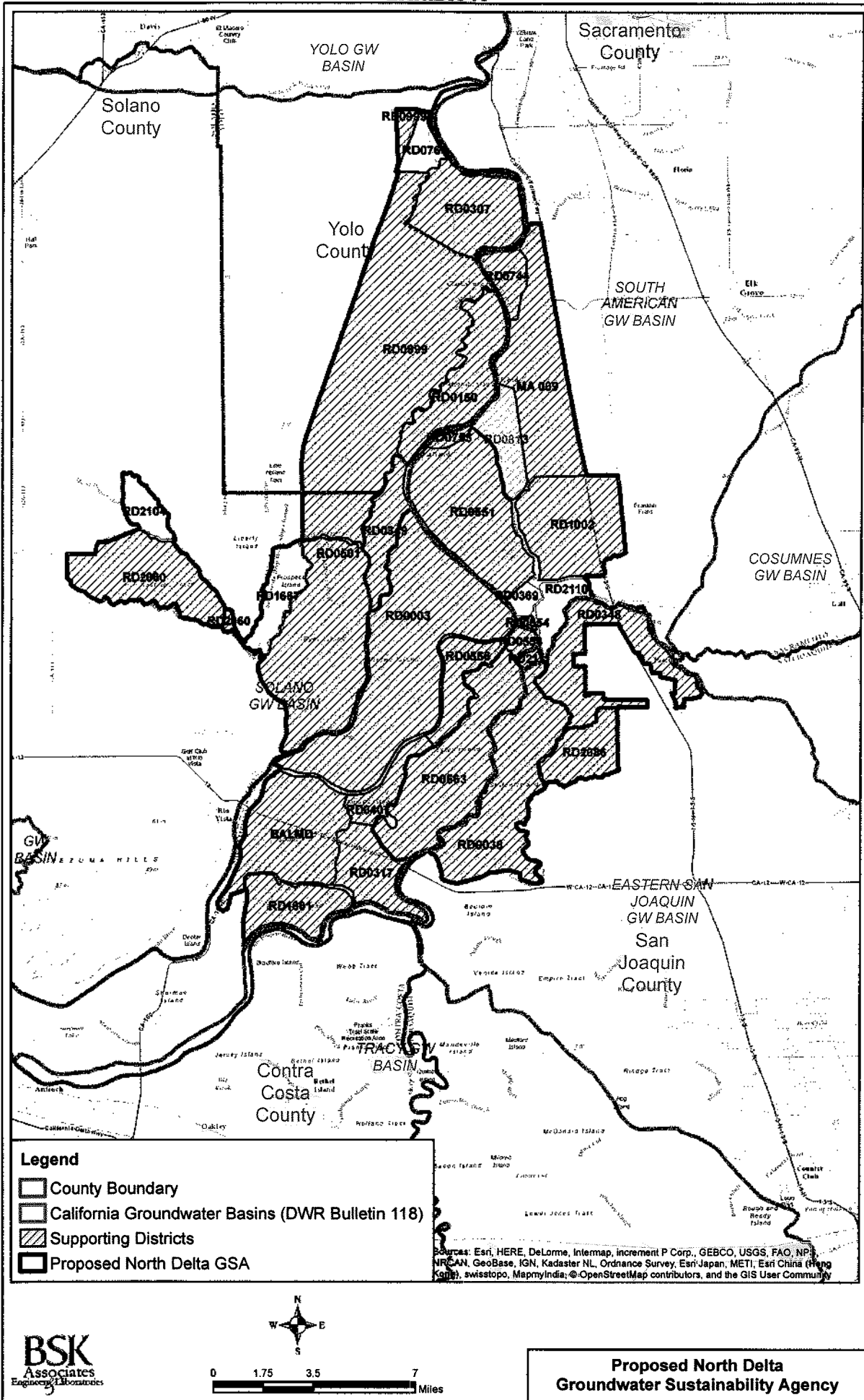


EXHIBIT B

PARTY ADDRESSES

Reclamation District #813
P.O. Box 557
Courtland, CA 95615-0557

Sacramento Central Groundwater Authority
827 7th Street Room 301
Sacramento, CA 95814

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SACRAMENTO CENTRAL GROUNDWATER AUTHORITY

By: 

Title: Chair

Date: 1/14/17

RECLAMATION DISTRICT

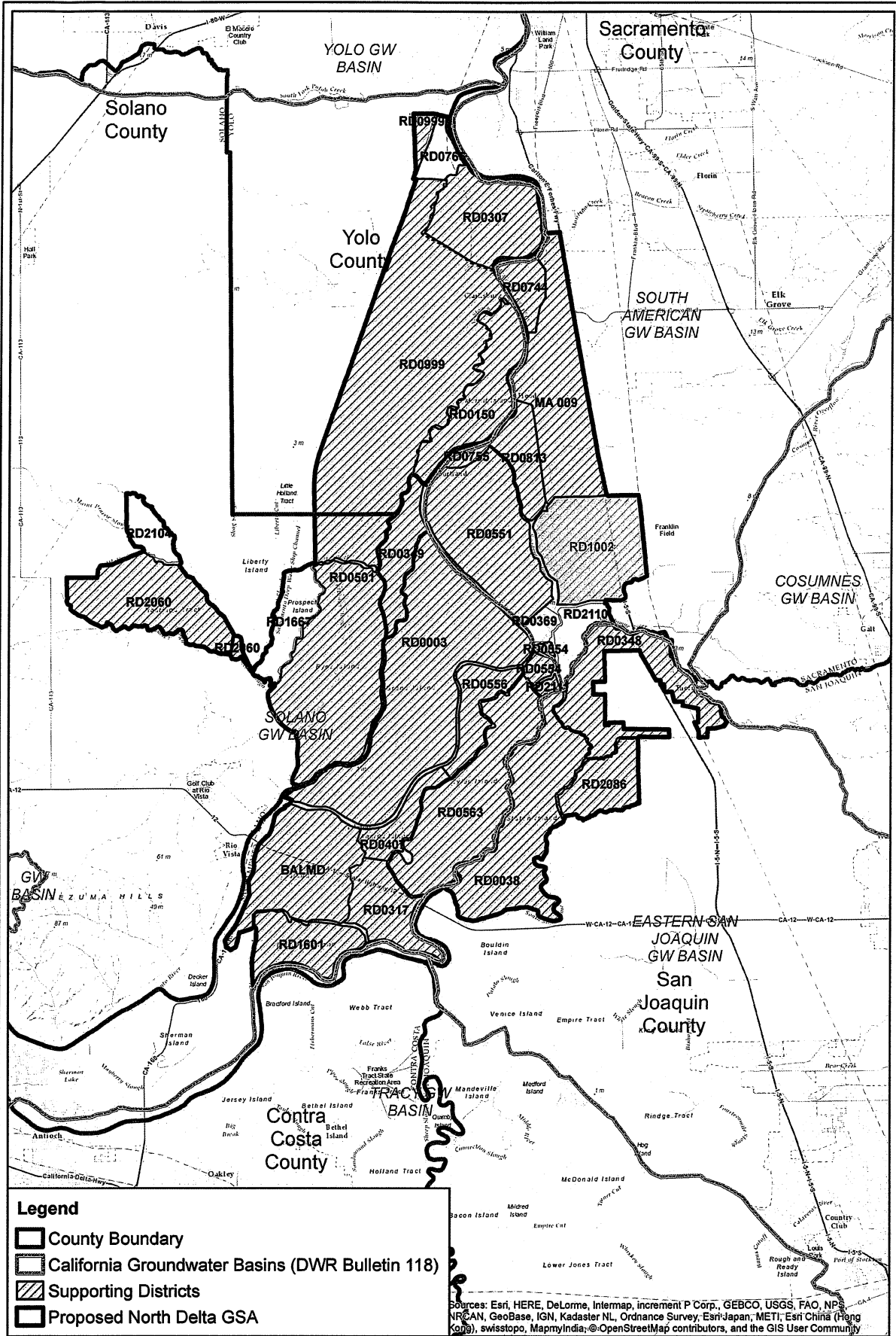
By: Robert Abernethy

Title: President RD 1002

Date: 12/9/2016

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Exhibit "B" – Party Addresses

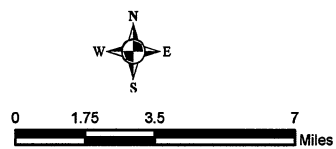
EXHIBIT A



Legend

- County Boundary
- California Groundwater Basins (DWR Bulletin 118)
- Supporting Districts
- Proposed North Delta GSA

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri/Japan, METI, Esri/China (Hong Kong), swisstopo, MapmyIndia, ©OpenStreetMap contributors, and the GIS User Community



**Proposed North Delta
Groundwater Sustainability Agency**

EXHIBIT B

PARTY ADDRESSES

Reclamation District #1002
962 Lambert Road
Courtland, CA 95615-9728

Sacramento Central Groundwater Authority
827 7th Street Room 301
Sacramento, CA 95814