

Glenn Groundwater Authority

Groundwater Sustainability Agency

PO Box 351, Willows, CA 95988 | 530.934.6501

EXECUTIVE COMMITTEE AGENDA BACKUP MATERIALS

MEETING DATE: JUNE 26, 2019

Please Note: Remote access of this meeting is highly encouraged. The meeting can be accessed via telephone at **1-786-535-3211** or by computer, smartphone, or tablet at: <https://global.gotomeeting.com/join/254024933>

Meeting Access Code: 254-024-933

1. CALL TO ORDER

The Chairperson will call the meeting to order and invite participants to introduce themselves voluntarily.

2. ROLL CALL

Roll call will be conducted.

3. APPROVAL OF MINUTES

- a. ***Approval of meeting minutes from June 26, 2019.**

Draft meeting minutes are attached.

Glenn Groundwater Authority

Groundwater Sustainability Agency

PO Box 351, Willows, CA 95988 | 530.934.6501

MINUTES

Glenn Groundwater Authority Executive Committee

June 26, 2019

9:30 AM

720 North Colusa Street, Willows, CA 95988

Committee Members Present:	Agency Representing:
<input checked="" type="checkbox"/> John Viegas	County of Glenn
<input checked="" type="checkbox"/> Leslie Nerli	Glide Water District
<input checked="" type="checkbox"/> John Amaro	Glenn-Colusa Irrigation District

Others in attendance:

Lisa Hunter, GGA/Glenn County; Sharla Stockton, Glenn County

1. CALL TO ORDER

John Amaro called the meeting to order at 9:30 AM.

2. ROLL CALL

Roll was taken as indicated above.

3. APPROVAL OF MINUTES

- a. Approval of meeting minutes May 22, 2019.

The May 22, 2019 meeting minutes were approved as submitted.

Motion: John Viegas, Second: Leslie Nerli, Vote: Unanimous

4. PERIOD OF PUBLIC COMMENT

None

5. STAFF UPDATES

Lisa Hunter stated there was a Joint Colusa Groundwater Authority (CGA), Glenn Groundwater Authority (GGA) Technical Advisory Committee (TAC) meeting on June 21, 2019. The committees reviewed the components in the draft Request for Proposal (RFP) for services to complete the Colusa Subbasin Groundwater Sustainability Plan. There were also discussion on the Colusa Subbasin western boundary and landowners expressed their concerns about the current boundaries and fee proposals. John Viegas commented there needs to be more flexibility in the future in regards to the five year timeline of basin boundary modifications. Planning for the July 8, 2019 Public Hearing will be discussed under Item 6.

6. DISCUSSION ON LONG-TERM FUNDING PROCESS AND PLANNING FOR PUBLIC HEARING SCHEDULED FOR JULY 8, 2019.

Lisa Hunter provided an update on long-term funding activities. The committee discussed the Public Hearing procedures. Ms. Hunter stated the consultant created a procedural outline that is being reviewed by staff and will not be provided to committee members at this time. In general, the Board Chair has the main procedural roles and Dave Ceppos will be presenting a condensed version of the SGMA overview and fee study presentation given at the public meetings. The committee reviewed the presentation and offered comments on the content. Staff will revise the presentation, taking into account committee member comments. Ms. Hunter stated the intention of a facilitator is to remain neutral and suggested policy questions be answered only by Valerie Kincaid or Board members. There was general agreement with that approach. Public comment period procedures were also discussed. Mr. Viegas suggested all questions will be directed by the Board Chair to the appropriate individual.

7. REVIEW AND PROVIDE RECOMMENDATION REGARDING THE ENGAGEMENT LETTER RECEIVED FROM CLIFTON LARSON ALLEN LLP FOR THE 2018/2019 AUDIT

Lisa Hunter stated CliftonLarsonAllen LLP (CLA) conducted the GGA annual audit for Fiscal Year 2017/2018. When initially contracting with CLA, there was an option to extend the services for 3 fiscal years. Ms. Hunter suggested having Valerie Kincaid review the current version of the Engagement Letter and bring it to the full Board for consideration of approval or to put out an RFP for these services. A motion was made to have Ms. Kincaid review the Engagement Letter prior to Board consideration and recommends the Board approve continuing services with CLA.

Motion: Leslie Nerli, Second: John Viegas, Vote: Unanimous

8. EXECUTIVE COMMITTEE MEMBER REPORTS AND COMMENTS

John Amaro signed the letter prepared for the Glenn Ground Water District regarding the next steps to be included in the GGA which will be mailed in the next few days.

9. DISCUSS ADDITIONAL POTENTIAL ITEMS TO BE ADDED TO THE NEXT GGA BOARD MEETING AGENDA

The recommendation regarding the draft Engagement Letter for CLA audit services will be brought to the August board meeting. The Public Hearing is scheduled for July 8.

10. NEXT MEETING

The next meeting is scheduled for July 24, 2019 at 9:30 AM.

11. ADJOURN

The meeting was adjourned at 10:41 AM.

4. PERIOD OF PUBLIC COMMENT

Members of the public are encouraged to address the GGA Executive Committee on items relevant to the GGA. Public comments are limited to no more than 5 minutes. No action may be taken on public comments.

Any additions to the agenda must meet the requirements of Government Code Section 54954.2 (b).

5. STAFF UPDATES

The Program Manager will provide brief activity updates. Reminders and/or clarifications may also be made at this time.

6. *APPROVE 2020 MEETING SCHEDULE

The GGA Executive Committee generally meets the 4th Wednesday of each month at 9:30 am. When the meeting schedule was developed, it was uncertain how often it would be necessary for the Executive Committee to meet in order to conduct business in a timely manner. The Committee met three times in 2019. Staff recommends scheduling regular meetings bi-monthly or quarterly on the 4th Wednesdays to maintain effective business, but reduce the amount of cancelled meetings. Suggested Options A, B, and C are provided below:

4th Wednesdays at 9:30 AM

A- Monthly	B- Bi-Monthly	C- Quarterly
4/22/2020		
5/27/2020	5/27/2020	
6/24/2020		6/24/2020
7/22/2020	7/22/2020	
8/26/2020		
9/23/2020	9/23/2020	9/23/2020
10/28/2020		
11/25/2020	11/25/2020	
12/23/2020		12/23/2020

7. MEMORANDUM OF UNDERSTANDING BETWEEN THE COLUSA GROUNDWATER AUTHORITY AND GLENN GROUNDWATER AUTHORITY

- a. Review edits to draft MOU and provide direction to staff and legal counsel as needed.
- b. *Consider recommendation to GGA Board for approval of the MOU.

In June 2018, GGA Counsel prepared a draft MOU outlining the coordination between the CGA and GGA during the GSP development process. The GGA Executive Committee provided input to the draft and subsequently presented the MOU to the CGA Executive Committee for their input. The CGA and GGA Executive Committees have met jointly on several occasions to discuss and review the draft MOU. At the February 27, 2020 CGA/GGA Joint Executive Committee meeting, the committees provided edits to staff for incorporation into the MOU and additional clarification to request of CGA Counsel and GGA Counsel. The CGA/GGA Executive Committee recommended approving the MOU with the requested edits and clarifications.

CGA and GGA staff have communicated with Legal Counsel and have edited the MOU. Staff and counsel will review the edits made to the MOU since the February 27, 2020 meeting.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COLUSA GROUNDWATER AUTHORITY AND THE GLENN
GROUNDWATER AUTHORITY

This Agreement is entered into and effective as of _____, 2020 (“Effective Date”) by and among the Colusa Groundwater Authority (“CGA”) and the Glenn Groundwater Authority (“GGA”) (collectively “Parties” or individually a “Party”).

RECITALS

WHEREAS, on August 29, 2014 the California Legislature passed comprehensive groundwater legislation contained in SB 1168, SB 1319, and AB 1739. Collectively, those bills, as subsequently amended, enacted the “Sustainable Groundwater Management Act” (“SGMA”). Governor Brown signed the legislation on September 16, 2014 and it became effective on January 1, 2015; and

WHEREAS, each of the Parties overlies the Sacramento Valley Groundwater Basin, Colusa Subbasin, California Department of Water Resources (“DWR”) Basin No. 5-021.52 as its boundaries may be modified from time to time in accordance with Water Code section 10722.2 (the “Basin); and

WHEREAS, DWR has designated the Basin as a high-priority basin not subject to critical conditions of overdraft;

WHEREAS, pursuant to SGMA, specifically Water Code section 10720.7(a)(2), the Basin must be managed under a groundwater sustainability plan (“GSP”) or coordinated GSPs by January 31, 2022; and

WHEREAS, on or about June 20, 2017, the GGA elected to manage the groundwater within the boundaries of its members in the Colusa Subbasin by acting as the Groundwater Sustainability Agency (“GSA”) pursuant to SGMA; and

WHEREAS, on or about June 21, 2017, the CGA elected to manage the groundwater within the boundaries of its members in the Colusa and West Butte Subbasins by acting as the GSA pursuant to SGMA; and

WHEREAS, the Parties desire, through this Agreement, to collectively develop a single GSP to sustainably manage the Basin; and

WHEREAS, the Parties plan to review this Agreement and the provisions therein after a joint GSP has been developed or in 2022, whichever occurs earlier; and

THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 **Definitions.** As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereafter set forth shall be as follows:

- a) “**Agreement**” shall mean this Agreement between the CGA and the GGA.
- b) “**Basin**” shall mean the California Sacramento Valley Groundwater Basin, Colusa Subbasin, California Department of Water Resources (“DWR”) Basin No. 5-021.52 as its boundaries may be modified from time to time in accordance with Water Code section 10722.2.
- c) “**Basin-Wide Activities**” shall mean those activities or actions that affect the Basin as a whole or are otherwise required by SGMA to be determined at the Basin level.
- d) “**CGA**” shall mean the Colusa Groundwater Authority, a Party to this Agreement.
- e) “**Confidential Information**” shall mean the confidential information exchanged amongst and between the Parties as provided by Article 5 of this Agreement.
- f) “**Coordination Agreement**” shall mean a legal agreement adopted between two or more GSAs that provides the basis for intra-basin coordination for more than one Groundwater Sustainability Plan within a single basin.
- g) “**DWR**” shall mean the California Department of Water Resources.
- h) “**Effective Date**” shall be as set forth in the Preamble.
- i) “**GGA**” shall mean to the Glenn Groundwater Authority, a Party to this Agreement.
- j) “**Groundwater Sustainability Agency**” or “**GSA**” shall mean an agency enabled by SGMA to regulate a portion of the Basin cooperatively with all other Groundwater Sustainability Agencies in the Basin, in compliance with the terms and provisions of SGMA.
- k) “**Groundwater Sustainability Plan**” or “**GSP**” shall mean a plan of a Groundwater Sustainability Agency proposed or adopted pursuant to SGMA.
- l) “**Joint Committees**” shall mean a meeting of the respective committee of both of the Parties (i.e. Technical Advisory Committee, Executive Committee)
- m) “**Management Area**” shall mean an area within a basin for which the GSP may identify different minimum thresholds, measurable objectives, monitoring, or projects and management actions based on differences in water use sector, water source type, geology, aquifer characteristics, or other factors.
- n) “**Members**” shall mean the member agencies of each of the Parties’ Joint Powers Agreements.
- o) “**Parties**” shall mean both signatories to this Agreement.

- p) “**Party**” shall mean an individual signatory to this Agreement.
- q) “**Project Agreement**” shall mean a separate agreement amongst and between the Parties for a specific project, whose purpose, terms, or financial contributions are different than those set forth in this Agreement.
- r) “**SGMA**” shall mean the Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319, and AB 1739) that collectively comprise the Act, as that legislation and those regulations may be amended from time to time.

ARTICLE 2: KEY PRINCIPLES

2.1 The Parties acknowledge and agree that SGMA is a new, complex and evolving law. While this Agreement reflects the Parties’ initial approach to achieve SGMA compliance, the Parties acknowledge they may experience changes in political boundaries, gain experience in the application of SGMA, or discover other considerations that may affect the decision of each Party with regard to how best it may comply with SGMA within each of their own boundaries. DWR has acknowledged the need for entities to be able to change their decisions about participating in or becoming a GSA, and it is the intent of the Parties to support flexibility in admitting additional Parties, accommodating voluntary withdrawals, coordinating with other multi-agency or individual GSAs, changing the form of their organizational documents, and making other types of adjustments required by the Parties to achieve efficient compliance with SGMA, consistent with the schedule and requirements of SGMA for coordination throughout the Basin and the provisions of this Agreement.

2.2 The Parties intend to work together in mutual cooperation to develop a GSP in compliance with SGMA, for the sustainable management of groundwater in the Basin. This collaboration may include jointly obtaining consulting, administrative and management services needed to efficiently and effectively develop a GSP, to conduct outreach to other Basin agencies and private parties, and to identify mechanisms for the management and funding commitments necessary for the purposes of this Agreement.

2.3 The Parties intend to mutually cooperate to the extent possible to jointly implement the GSP within the Basin.

2.4 To the extent the Parties are not able to collaborate on a single GSP, each Party reserves the right to develop a GSP for the portion of the Basin the GSA is authorized to manage. To the extent it is not possible to jointly implement the GSP within the Basin, each Party reserves the right to implement the GSP within its boundaries, and work with the other Party to coordinate such implementation in accordance with the requirements of SGMA.

2.5 The Parties expressly intend that this Agreement shall not limit or interfere with the respective Parties’ rights and authorities over their own internal matters, including, but not limited to, a Party’s legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters. The Parties make no

commitments by entering into this Agreement to share or otherwise contribute their water supply assets as part of the development or implementation of a GSP.

2.6 Nothing in this Agreement is intended to modify or limit a Party's police powers, land use authorities, or any other authority.

ARTICLE 3: FORMATION, PURPOSE AND POWERS

3.1 **Recitals:** The foregoing recitals are incorporated by reference.

3.2 **Certification:** Each of the Parties certifies and declares that it is a public agency (as defined in Government Code section 6500 et seq.) that is authorized to be a GSA and manage groundwater for the portion of the Basin that its members overlie.

3.3 **Purpose of the Agreement.** The purposes of this Agreement are to:

- a) Establish mechanisms which will support the sustainable management of groundwater in the Basin;
- b) Provide for coordination amongst and between the Parties to develop and implement a GSP; and
- c) Otherwise satisfy the requirements of SGMA for coordination among the CGA and the GGA.

3.4 **Authority Under this Agreement.** To the extent authorized by the Parties, subject to the limitations set forth in this Agreement and the limitations of all applicable laws, the Parties acting collectively shall have the following authority including, but not limited to, the power to:

- a) Coordinate the implementation of SGMA among the Parties in accordance with this Agreement;
- b) Recommend the adoption of actions, rules, regulations, policies, and procedures related to the coordination of the Parties for the purposes of implementation of SGMA;
- c) Perform all acts necessary or proper to carry out fully the purposes of this Agreement and to exercise all other powers necessary and incidental to the implementation of the powers set forth herein.

3.5 **Powers Reserved to the Parties.** Each Party will have the sole and absolute right, at its sole discretion, to:

- a) Act as a GSA within its boundaries managed in whole or in part by such Parties;
- b) Approve any portion, section or chapter of the GSP developed pursuant to this Agreement;

- c) Exercise authorities granted to each of the Parties as a GSA under SGMA;
- d) Exercise authority to implement SGMA and any GSP adopted pursuant to this Agreement;
- e) Defend any challenge to the adoption or implementation of a GSP developed pursuant to this Agreement; and

f) Notwithstanding anything to the contrary in this Agreement, this Agreement does not provide either Party the authority to undertake any activities within the geographic or service area boundaries of the other Party pursuant to the GSP developed or adopted hereunder, unless the Parties have formally and expressly consented and agreed in writing to the activity proposed.

3.6 **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Article 7 of this Agreement.

3.7 **Participation of Parties.** Each of the Parties agrees to undertake such additional proceedings as may be necessary in order to carry out the terms and intent of this Agreement, including the support of its Members, to participate in this Agreement. This support may involve the following types of actions:

a) The Parties will provide support to any Joint Committees, and any third party facilitating development of the GSP by making available staff time, information and facilities within available resources.

b) Policy support to any Joint Committees shall be provided by the Parties to either approve, or respond quickly to, any recommendations made as to funding shares, operational decisions, fee structures, and other policy areas.

c) Each of the Parties may contribute public resources including but not limited to personnel, services, equipment or property to facilitate this Agreement. Such in-kind resource support is made in order to facilitate this Agreement and comply with SGMA; without a separate Project Agreement, the contributions shall not be made with the expectation of reimbursement from other Party.

3.8 **Other Officers, Employees and Consultants.** To the extent the Parties need support from employees, officers, consultants or otherwise need to hire employees, the Parties may do the following:

a) Provide that any employee of the Parties' respective Members, with the express approval of the Parties, may work on behalf of the Parties under this Agreement, and shall perform the same various duties under the direction of the Joint Committee as for his or her employer in order to carry out this Agreement. This work may be completed and funded under the existing employment with the Parties or each of their Members. In the alternative, the Joint Committee may recommend that work performed by employees of the Members of the Parties be

reimbursed by the Parties. Such recommendation shall include the scope of activities and recommended reimbursement structure.

b) With the consent of the Parties, the Parties may independently contract or hire consultants and/or employees to perform work under this Agreement. Under this arrangement, the hiring or contracting Party must present the contract to the applicable Joint Committee for review and approval by the Parties. The contract must designate the non-contracting Party as an intended third-party beneficiary, and include appropriate indemnity, insurance, and non-disclosures to protect both Parties.

ARTICLE 4: JOINT COMMITTEES

4.1 **Joint Committees** . Activities under this Agreement will be guided by the applicable Joint Committees, which shall consist of each Party's respective committee. Joint Committees may be composed of Technical Advisory Committees, Executive Committees, Funding Committees, or others as the Parties desire. The Joint Committees shall work collaboratively under this Agreement to develop recommendations for the technical and substantive Basin-wide issues. Recommendations from the Joint Committees that require approval or action of the Parties shall be provided to each Party's respective governing boards for adoption, approval, or other recommended action. The Joint Committees shall be responsible for the following actions or other actions as directed by the Parties:

- a) Develop budget(s) for any project or program that requires funding from the Parties;
- b) Draft reports or options with regard to decisions related to the levying of taxes, assessments or property-related fees and charges that would be implemented basin-wide;
- c) Propose guidance and options for obtaining grant funding;
- d) Recommend the approval of contracts with consultants or subcontractors that would undertake work on behalf of the Parties pursuant to this Agreement;
- e) Update each Party's respective governing boards on specific issues, including the development of the GSP, when appropriate or requested;
- f) Advise the Parties when a Joint Committee cannot reach a consensus on a decision requiring unanimity;
- g) Conduct outreach with stakeholder groups in coordination with other committees as appropriate;
- h) Participate and guide the development of GSP and materials in support thereof; and

- i) Recommend action and/or approval of a GSP.

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

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

4.4 **Meetings.** Any Joint Standing Committee shall provide for regular and special meetings in accordance with Chapter 9, Division 2, Title 5 of the California Government Code (the "Ralph M. Brown Act" commencing at section 54950), and any subsequent amendments of those provisions.

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

4.6 **Procedures to Address an Impasse/Lack of Unanimity.** When a Joint Committee is unable to agree on a recommendation to their respective governing boards, the matter may be subjected to additional procedures:

- a) **Straw Polls.** Straw polls (i.e., an unofficial vote conducted as a test of opinion) may be taken by Joint Committee representatives for the purpose of refining ideas and providing guidance for moving forward.

- b) **Provisional Voting.** Provisional votes may occur prior to final votes. This will be done when an initial vote is needed to refine a proposal but the Joint Committee representatives wish to consult with their respective Parties before taking a final vote.

- c) **Delay of Final Vote.** A vote shall be delayed if any Joint Committee representative declares its intention to propose an alternative or modified recommendation, to be proposed at the next meeting, or as soon thereafter as the Joint Committee representative can obtain any further information or clarifying direction from his or her appointing Party.

The Parties acknowledge the limited time provided by SGMA to complete the GSP preparation process and agree to use their best efforts to cooperate through the Joint Committees.

ARTICLE 5: INFORMATION AND DATA SHARING

5.1 **Exchange of Information.** The Parties acknowledge and recognize pursuant to this Agreement and SGMA that the Parties will need to exchange information amongst and between the Parties.

5.2 **Procedure for Exchange of Information.** The Parties should designate points of contact for the exchange and requests of information.

ARTICLE 6: FINANCIAL PROVISIONS

6.1 **Contributions and Expenses.** Each Party shall be responsible for funding its participation in this Agreement. The Parties agree to allocate costs for GSP preparation between the Parties proportionately based on acreage in each GSA. Funding for all other Projects will be addressed through a separate Project Agreement(s). For the activities addressed under a Project Agreement, the appropriate Joint Committee shall develop a scope of work, proposed cost allocation, and separate Project Agreement that would need to be approved by each Party's respective governing board before it is binding on such Parties.

6.2 **Funding Responsibility.** Each Party will be solely responsible for raising funds for payment of the Party's share of operating and administrative costs. The obligation of each Party to make payments under the terms and provisions of this Agreement is an individual and severable obligation and not a joint obligation of the other Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. No Party shall be precluded from independently pursuing any of the activities contemplated in this Agreement. No Party shall be the agent or have the right or power to bind the other Party without such Party's express written consent, except as expressly provided in this Agreement.

6.3 **Future Grant Funding.** In addition to current grant funding, the Parties may secure contributions of grant funding from state, federal, county or private sources for Projects between the Parties. Following the execution of this Agreement, unless otherwise agreed to in writing, all grant funding secured for Projects between the Parties shall be apportioned between the Parties in proportion to each Party's funding responsibility for the application cost.

6.4 **Current Grant Funding.** On behalf of the Parties, CGA submitted a grant application to DWR for Proposition 1 and Proposition 68 funds for GSP development and related projects in the Basin. The Parties shared the costs for the grant applications equally, each paying 50% of the application costs. In April 2018, DWR awarded CGA one-million dollars (\$1,000,000) in Proposition 1 funding to develop a GSP for the Basin. In March 2020, DWR awarded CGA an additional \$999,600 in Proposition 68 funding for GSP development. CGA, as the applicant, is the sole grantee of these grant awards. However, the Parties agree that the funding from Proposition 1 and 68 grants are to be shared equally by the Parties. The methods of paying for GSP costs, invoicing, and allocating cost-share will be further agreed to by the Parties in the Grant Agreement with DWR and recommendations from the applicable Joint Committee. In the event this Agreement is terminated as provided in Article 7.4 below, the Parties agree the GGA shall be

entitled to its proportionate share of the remaining Proposition 1 and/or 68 grant funds at the time of termination.

ARTICLE 7: CHANGES IN PURPOSE, PARTICIPATION, WITHDRAWAL, AND TERMINATION

7.1 **Changes in Purpose.** This Agreement shall remain in place and all applicable provisions shall remain in effect even if the Parties determine it is not possible to develop a single GSP pursuant to this Agreement. In that instance, the Parties may develop separate, multiple GSPs and continue to collaborate as necessary to comply with SGMA. If more than one GSP will be developed for the Basin, the Parties Agree to develop a Coordination Agreement amongst and between the Parties drafting separate GSPs.

7.2 **Noncompliance with this Agreement.** In the event either Party (1) fails to comply with the terms of this Agreement, or (2) undertakes actions that conflict with or undermine the compliance with SGMA and/or achieving sustainable groundwater management, the Party alleging non-compliance shall provide written notice summarizing the nature of the non-compliant action to the Party against whom the allegations are lodged. The alleged non-compliant Party agrees to make best efforts to resolve or remedy any such non-compliance. Such actions may include, for example, failure to pay its agreed upon contributions when due; refusal to participate in GSA activities or to provide required monitoring of sustainability indicators; refusal to enforce controls as required by the GSP; refusal to implement any necessary actions as outlined by the approved GSP; and exceedance of minimum thresholds that are likely to lead to “undesirable results” under SGMA.

7.3 **Dispute Resolution.** The Parties desire to informally resolve all disputes and controversies related to this Agreement, whenever possible, at the least possible level of formality and cost. To the extent notice and informal discussion of non-compliance pursuant to Article 7.2 does not resolve the issue of non-compliance, the Parties may engage the services of a local hearing officer or resort to all available legal and equitable remedies to resolve disputes.

7.4 **Withdrawal and Termination.** Either Party may, in its sole discretion, unilaterally withdraw and terminate its participation from this Agreement, effective upon thirty (30) days prior written notice to the governing board of the other Party, provided that the withdrawing Party will remain responsible for its proportionate share of any obligation or liability duly incurred while a Party to this Agreement. In the event the withdrawing Party has any rights in any property or has incurred obligations, the Party may not sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the other Party.

As to any remaining grant funds at the time of termination (e.g., Prop 1 funds), each Party shall remain entitled to its proportionate share of said funds upon termination of this Agreement. In the event the remaining grant funds are in one Party’s name, the grantee Party shall, in good faith, cooperate with the other Party and facilitate said Party’s access to its proportionate share of the remaining grant funds.

7.5 **Disposition of Property Upon Termination.** Upon termination of this Agreement, the appropriate Joint Committee shall recommend the Parties distribute the assets between the successor entity and the Parties in proportion to how the assets were provided.

7.6 **Use of Data.** Upon withdrawal, a Party shall be entitled to use any data or other information developed during its time as a Party to this Agreement. Further, should a Party withdraw after completion of the GSP, it shall be entitled to utilize the GSP for further implementation of SGMA within its boundaries.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 **Indemnification.** Each Party shall hold harmless, defend and indemnify the other Party, and its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising out of any act or omission of the indemnifying Party in connection with this Agreement. These indemnification obligations shall continue beyond the Term of this Agreement as to any acts or omissions occurring before or under this Agreement or any extension of this Agreement.

8.2 **Non-Entity Status.** The Parties acknowledge and agree that this Agreement does not create a legal entity with power to sue or be sued, to enter into contract, or to enjoy the benefits or accept the obligations of a legal entity.

8.3 **Liability of Joint Committees.** Each Party must defend, indemnify and hold harmless the other Party from the actions of its employees or agents taken within the scope of the authority of this Agreement.

8.4 **Amendments.** This Agreement may only be amended by a written instrument executed by all Parties.

8.5 **Binding on Successors.** Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without a unanimous vote by the Parties. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties hereto.

8.6 **Notice.** Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of seventy-two (72) hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery, as follows:

CGA

Mary Fahey
Colusa Groundwater Authority Program Manager
100 Sunrise Boulevard, Suite A
Colusa, CA 95932
Email: mfahey@countyofcolusa.com
Phone: 530.458.0719

With a copy to: Scott K. Kuney
Young Wooldridge, LLP
1800 30th Street, Fourth Floor
Bakersfield, CA 93301-1909
Email: skuney@youngwooldridge.com
Phone: 661.327-9661

GGA

Lisa Hunter
Glenn Groundwater Authority Program Manager
720 N Colusa St
Willows, CA 95988
Email: lhunter@countyofglenn.net
Phone: 530.934.6501

With copy to: Valerie Kincaid
O’Laughlin & Paris LLP
2617 K Street, Suite 100
Sacramento, CA 95816
Email: vkincaid@olaughlinparis.com
Phone: 916.599.5498

8.7 **Counterparts.** This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

8.8 **Choice of Law.** This Agreement shall be governed by the laws of the State of California.

8.9 **Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement are held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

8.10 **Headings.** The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

8.11 **Construction and Interpretation.** This Agreement has been arrived at through negotiation and each of the Parties has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Parties shall not apply in the construction or interpretation of this Agreement.

8.12 **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements and understandings, written or oral.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above-written.

[signature blocks]

8. DISCUSS AND PROVIDE GUIDANCE ON REMOTE MEETINGS IN RESPONSE TO STATE AND FEDERAL COVID-19 GUIDANCE

State and Federal guidance has been issued on meeting gatherings and encouragement of the use of teleconferencing in order for individuals to maintain social distancing. Staff recommends holding discussion on protocols to continue GSP development with robust stakeholder engagement while also following State, Federal, and local guidance.

9. CLOSED SESSION

Gov't Code §54956.9 - Conference with Legal Counsel – Anticipated or significant exposure to litigation (1)

10. EXECUTIVE COMMITTEE MEMBER REPORTS AND COMMENTS

Members of the Executive Committee are encouraged to share information, reports, comments, and suggested future agenda items. Action cannot be taken on items brought up under this item.

11. DISCUSS ADDITIONAL POTENTIAL ITEMS TO BE ADDED TO THE NEXT GGA BOARD MEETING AGENDA

Members of the Executive Committee are encouraged to discuss potential items they wish to add to the next GGA Board Agenda.

12. NEXT MEETING

The next meeting will be scheduled under Item 6.

13. ADJOURN

The meeting will be adjourned.

*Indicates Potential Action Item