



Pixley

I r r i g a t i o n D i s t r i c t

SINCE 1958

Frank Junio
President

August 9, 2016

Russell Schott
Vice President

Bill De Groot
Director

Randall Parreira
Director

Neal Westbrook
Director

Daniel G. Vink
General Manager

Eric Limas
Business Manager

Beth Grote-Lewis
Assessor

Alex Peltzer
Legal Counsel

Mark Nordberg, GSA Project Manager
Senior Engineering Geologist
Department of Water Resources
901 P Street, Room 213A
Post Office Box 942836
Sacramento, CA 94236

Delivery via E-Mail and US Mail
(MarkNordberg@water.ca.gov)

**RE: NOTICE OF THE PIXLEY IRRIGATION DISTRICT'S ELECTION TO BECOME A
GROUNDWATER SUSTAINABILITY AGENCY FOR A PORTION OF THE TULE
SUBBSIN**

Dear Mr. Nordberg:

Pursuant to California Water Code section 10723.8, under the Sustainable Groundwater Act ("SGMA"), the Pixley Irrigation District ("Pixley") provides this notice to the Department of Water Resources ("DWR") of its election to become a Groundwater Sustainability Agency ("GSA") and to undertake sustainable groundwater management in the portion of the Tule Subbasin (DWR Subbasin 5-22.13) underlying Pixley's boundary as indicated on the map attached hereto as **Exhibit "A-1" and "A-2"**. Pixley has entered into a Memorandums of Understanding with local Public Utility District's and Community Services District's for them to be included in the GSA boundaries. Copies of those Memorandums of Understanding are attached as **Exhibit "B"**.

On July 14, 2016, Pixley held a noticed public hearing in accordance with California Water Code Section 10723(b). Proof of publication in accordance with Government Code section 6066 is attached hereto as **Exhibit "C"**.

After holding the public hearing, Pixley's Board of Directors adopted Resolution Number 2016-7-1, attached hereto as **Exhibit "D"**, electing to become a GSA over the portion of the Tule Subbasin within Pixley's boundary. Pixley intends to work collaboratively with other formed GSA's in the Tule Subbasin to jointly manage groundwater and to develop a Groundwater Sustainability Plan ("GSP"). Pixley's Board of Directors is planning to negotiate a memorandum of understanding, cooperative agreements, or other forms of agreements with other GSA's within the Tule Subbasin for the purpose of implementing a cooperative, coordinated structure for the management of groundwater and the development of a GSP.

Pursuant to California Water Code section 10723.2, Pixley shall consider the interests of all beneficial uses and users of groundwater, as well as those responsible

357 E. Olive Avenue
Tipton, CA 93272
(559) 686-4716
or (559) 752-5050
FAX (559) 686-0151
e-MAIL ltrid@ltrid.org

for implementing a GSP. An initial list of stakeholders and interested parties include, but not limited to the following:

- a) Holders of overlying groundwater rights, including:
 - 1) Agricultural users - The GSA area is composed almost entirely of agricultural users with the service boundaries.
 - 2) Domestic well owners - There are domestic wells within the proposed GSA management area. However, because SGMA excludes "de minimis extractors" it is anticipated that the GSP will exclude domestic wells from such requirements.
- b) Municipal well operators - No incorporated cities within the GSA boundary.
- c) Public Water Systems - Teviston Community Services District and Pixley Public Utility District.
- d) Local land use planning agencies - County of Tulare
- e) Environmental users of groundwater - U.S. Department of Fish and Wildlife
- f) Surface water users, if there is a hydrologic connection between surface and groundwater bodies - None.
- g) The Federal Government, including, but not limited to, the military, and managers of federal lands - U.S. Department of Fish and Wildlife.
- h) California Native American tribes - None.
- i) Disadvantaged communities, including but not limited to, those served by private domestic wells or small community water systems - The communities of Teviston and Pixley.
- j) Entities listed in Water Code section 10927 that are monitoring and reporting groundwater elevations in all or a part of a groundwater basin managed by the groundwater sustainability agency – Tri-County Water Authority, Alpaugh GSA and Lower Tule River Irrigation District.

Pixley intends to work cooperatively with stakeholders to develop and implement a GSP by collaborating with other qualified GSA's in the Tule Subbasin. Pixley shall maintain a list of interested parties to be included in the formation of a GSP. Interested parties will have opportunities, both formal and informal to provide input to Pixley throughout the process of developing, operating, and implementing the GSA and GSP. Such opportunities may include but are not limited to, public comment during Pixley's regular and special meetings and at other times to be determined and noticed pursuant to Water Code section 10727.8(a). By this notification, Pixley has provided DWR with all applicable information in California Water Code section 10723.8(a).

Sincerely,



Daniel Vink
General Manager

Exhibits:

- Exhibit "A-1": Boundary Map
- Exhibit "A-2": Area Map
- Exhibit "B": Memorandum of Understanding
- Exhibit "C": Notice of Public Hearing
- Exhibit "D": Resolution 2016-7-1

Corcoran

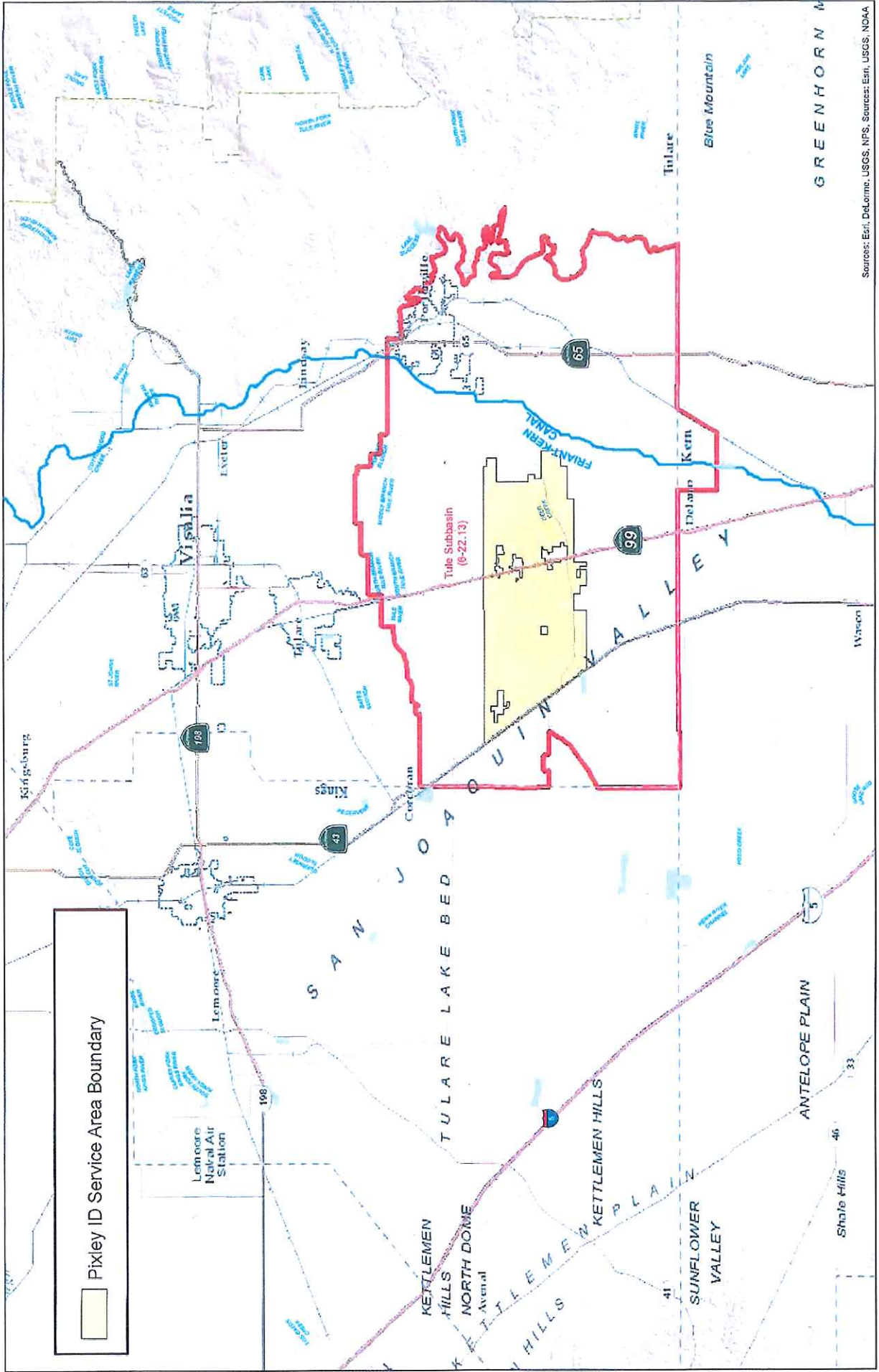
Tulare
Lake
Subbasin
5-22.12)

**Kern Subbasin
(5-22.14)**

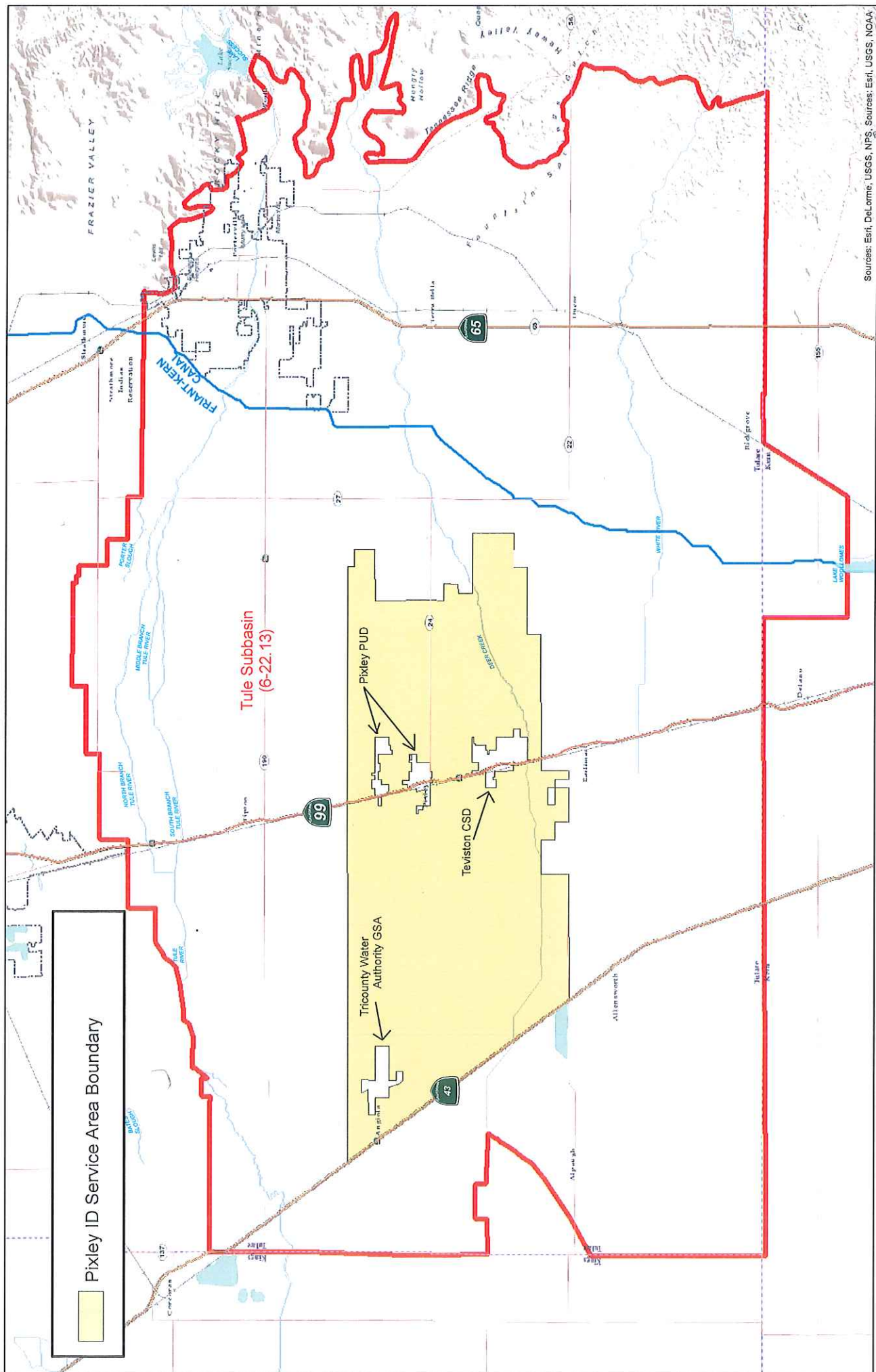
Delano

**Kern Subbasin
(5-22.14)**

EXHIBIT "A-2"



Sources: Esri, DeLorme, USGS, NPS, Sources: Esri, USGS, NOAA



Sources: Esri, DeLorme, USGS, NPS, Sources: Esri, USGS, NOAA

**Memorandum of Understanding Regarding
Groundwater Sustainability Agency Participation**

This Memorandum of Understanding, referred to herein as "Agreement" is between the Pixley Irrigation District, an irrigation district organized under the laws of the State of California, referred to herein as "ID" and the Pixley Public Utility District, a public utility district organized under the laws of the State of California, referred to herein as "PUD"

This Agreement is made in reference to the following facts:

WHEREAS, in September 2014, three bills (SB 1168, SB 1319, and AB 1739) were signed into law creating the Sustainable Groundwater Management Act of 2014 (the Act); and

WHEREAS, the Act requires the formation of a Groundwater Sustainability Agency ("GSA") that will be responsible for implementing provisions of the Act as to each groundwater basin and groundwater subbasin falling within the provisions of the Act, multiple GSAs are allowed within a basin or subbasin; and

WHEREAS, the Act calls for ensuring the sustainability of each groundwater basin and subbasin by each GSA or GSAs covering the basin drafting a Groundwater Sustainability Plan ("GSP") meeting the requirements of the Act to cover the territory of the GSA.

WHEREAS, ID and PUD are both within the San Joaquin Valley groundwater Basin, Tule Subbasin, a groundwater basin recognized in California Department of Water Resources Bulletin 118 as Groundwater Basin Number: 5-22.13; and

WHEREAS, under the Act, the Tule Subbasin is required to show complete GSA coverage, either through the formation of a single GSA or multiple GSAs by June 30, 2017, and

WHEREAS, ID and PUD are each authorized by the Act to exercise powers related to groundwater management within their jurisdictional boundaries; and

WHEREAS, at this time ID is moving forward with the formation of a GSA to encompass its territory, which surrounds the territory of PUD; and

WHEREAS, PUD is not seeking to form a GSA over its jurisdictional boundaries at this time and agrees to be included within the boundaries of the GSA to be formed by ID; and

WHEREAS, by this MOU the parties intend to state the terms and conditions of such GSA coverage, subject to later revision as necessary to meet state regulatory requirements.

WHEREAS, the parties agree that words and phrases used in this MOU are intended to have the same meaning and definition as those words and phrases have in the Act or in the regulations to implement the Act approved by the California Water Commission on May 18, 2016.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. Incorporation of Recitals: The recitals stated above are incorporated herein by reference.

2. No Intent to Create a JPA: The parties to this Agreement specifically acknowledge they do not intend to create a joint powers agreement under the California Government Code or to form a joint powers agency under this Agreement.
3. Inclusion Within GSA Boundaries: PUD is agreeing that it will be considered within the boundaries of the GSA being formed by ID. ID intends to form a GSA and to provide statutory notice under the Act of its GSA boundaries. Parties are agreeing the ID GSA boundaries will include the territory of the Pixley Irrigation District, PUD, and other public utility districts or community service districts that agree to participate. A map stating the boundaries of the ID GSA will be prepared as part of the GSA application. By executing this Agreement, PUD is agreeing it will be part of the ID GSA, subject to the following terms concerning fees and regulatory requirements.
 - a. ID agrees it has no right to impose fees or regulatory requirements except as agreed to by PUD under this MOU unless it separately annexes PUD since PUD is outside the jurisdictional boundaries of ID. Concerning the powers and authorities of a GSA stated in Water Code sections 10725-10726.9, ID acknowledges that those sections concerning imposing fees or imposing regulatory controls over wells and groundwater extraction will not apply between the parties except as specified in this Agreement.
 - b. PUD is agreeing to the following fees and regulatory requirements:
 - i. ID cost recovery fees as set forth in Sections 5 of this MOU.
 - ii. PUD is agreeing that it will meet the applicable sustainable groundwater management requirements, which will require pumping groundwater amounts that are within the sustainable yield in the Tule Subbasin.
 - iii. As stated in Section 6 the Parties anticipate PUD will be a separate management area with minimum thresholds and measurable objectives to meet the sustainable management requirements. The PUD, in conformance with state law, will define the minimum thresholds and measurable objections that will apply within the PUD jurisdictional boundaries. PUD will be responsible for meeting these minimum thresholds and measurable objectives once established.
 - iv. PUD agrees that if it does not become a separate management area or if its thresholds and objectives do not meet state legal requirements, then ID shall prepare thresholds and measurable objectives needed to comply with state law and PUD will agree to implement them as necessary to meet the sustainable groundwater management requirements or until the PUD as a separate management area proposes thresholds and objectives that meet state requirements. If ID fails, refuses or is not allowed to designate PUD as a separate management area, PUD shall have the option to terminate this agreement, in its sole and absolute discretion.
 - v. PUD agrees to provide data to ID as required in this Agreement. PUD agrees that ID will retain the powers specified in Water Code sections 10725.6-10726 and authority to investigate under Water Code 10725.4, although that authority will be limited to investigations necessary to determine the need for

groundwater management, prepare and adopt a groundwater sustainability plan, and monitor compliance, and all costs and expenses related to any such investigation shall be solely borne by ID or the GSA.

- vi. PUD will be responsible to pay ID the fee described in Section 6 of this MOU if it violates the applicable thresholds and objectives to meet the sustainable groundwater management and pumps groundwater in excess of the safe yield.
 - c. The parties agree that upon the official formation of the GSA as contemplated in this Agreement, all references to ID shall include the newly formed GSA, and all of the terms, conditions, obligations and benefits applicable to ID shall apply to the GSA. The parties agree that PUD shall have the right to terminate this Agreement unless the GSA ratifies this Agreement and agrees to be bound by all of its terms and conditions at the first meeting of the GSA Board of Directors after the decision to form a GSA takes effect as described in Water Code 10723.8(c).
4. Acknowledgment Regarding ID Boundaries: Parties agree this MOU is for the purpose of compliance with the Act. PUD is not being included within the boundaries of ID for any other purpose and will not incur liability for any ID assessments charged to ID landowners or have the right to receive any surface water from ID, except as otherwise specifically provided herein.
 5. Cost Recovery: PUD acknowledges that ID is incurring costs to comply with the Act, the formation of the GSA, and costs in preparation of a coordination agreement between the various GSAs within the Tule Subbasin. ID will also incur costs in the preparation of the GSP required by the Act. PUD acknowledges it has a responsibility to reimburse the PUD's share of these costs for compliance with the Act.

5.1. Initial Cost - PUD agrees it will pay up to \$10,000 but no less than \$1,000 to reimburse ID for PUD's participation in the GSA formation costs and coordination agreement preparation costs. Amount will be based on PUD's share, based on acreage or other mutually agreeable calculation method, of total costs incurred by ID. The amount of \$1,000 shall be due on execution of this agreement by both ID and PUD. The coordination agreement, in addition to meeting requirements under the Act and subsequent state regulations for reporting to the state, shall require all GSPs within the Tule Subbasin utilize the same data and methodologies for the following items: (a) Groundwater elevation data; (b) Groundwater extraction data; (c) Surface water supply; (d) Total water use; (e) Change in groundwater storage; (f) Water budget; and (g) Sustainable yield.

5.2 Annual Cost (Beginning in 2018) - PUD agrees it will pay up to \$2,500 per year beginning in fiscal year 2018-2019 as reimbursement for the PUD's participation in the GSP preparation, implementation, and ongoing compliance/monitoring costs incurred by ID. Amount will be based on PUD's share, based on acreage, or other mutually agreeable calculation method, and include costs specifically attributed to the PUD of GSP preparation incurred by ID. This amount shall be due beginning August 1, 2018 and on each July 1st thereafter while this Agreement or the Act is in effect.

This maximum annual amount, \$2,500, may be increased by ID based on the Consumer Price Indices for Urban Consumers (CPI) – U.S. Cities Average maintained by the California Department of Finance for the preceding year.

Parties acknowledge this Annual Cost does not include costs or fees established by ID to bring water into the Tule Subbasin for purposes of increasing the applicable groundwater pumping safe yield. These are fees that will be separately charged to ID landowners. PUD agrees that it will not be charged these additional fees unless it agrees to do so in exchange for an equal pro rata increase to the applicable safe yield amount for the PUD as stated below in section 5.4.

5.3 Additional Fee for Exceeding Sustainable Yield: ID anticipates establishing baseline level of groundwater pumping under the GSP. Parties acknowledge that as described in Section 6 the established sustainable yield will vary depending on the jurisdiction as areas have separate sources of water, including but not limited to imported surface water and treated wastewater. A fee will be charged when PUD groundwater pumping exceeds the established sustainable yield for the relevant accounting period. PUD agrees that if it exceeds its mutually agreed sustainable yield, then it will be liable for this additional fee. ID and PUD will make separate arrangements for determining sustainable yield, baseline pumping levels and methods for accounting the balances and will include that methodology in the GSP.

5.4 Additional Fees for Participating in ID Programs: If ID establishes a program for the purposes of increasing the allowed safe yield within the ID jurisdictional boundaries, then it will offer PUD to be included equally on a pro rata basis as determined by acreage or other mutually agreeable calculation method. PUD acknowledges that this fee is separate from the Annual Cost described in Section 5.2 for GSP preparation.

5.5 Accounting - ID agrees it will provide on an annual basis beginning at the end of the 2015-2016 fiscal year a summary stating all costs it has incurred in meeting the requirements of the Act to PUD.

6. PUD to be Considered a Separate Management Area: Parties acknowledge that the applicable state regulations listing acceptable GSP requirements are not yet complete but under the proposed regulations approved by the California Water Commission on May 18, 2016, a GSA may define one or more management areas where conditions are different from other areas of a GSA and a separate management area would facilitate implementation of the GSP.

Due to the separate jurisdiction between the ID and PUD, ID will identify the PUD as a separate management area. As its own management area, depending on the specifics of the final regulations adopted by the Department of Water Resources, the PUD and ID could customize a section of the GSP to specifically address the minimum thresholds and measurable objectives for the PUD to achieve sustainable management, with costs billed directly for that separate management area, up to the amount referred to in Section 5.2. The applicable sustainable yield for the ID GSA would still be required to be met, and applicable state regulations concerning thresholds and measurable objectives required for a GSP would also apply, but to the extent permitted by the final regulations as a separate management area the PUD could set thresholds, objectives, and monitoring that may be different from the rest of the GSA, so long as required overall sustainable management goals stated in the GSP are being met. Parties agree to review the final regulations and revise this Agreement as necessary.

PUD agrees that if it does not meet the required sustainable management requirements then ID will charge PUD a fee for groundwater pumped above applicable safe yield, and said fee shall be equal to, and no greater than, the fee ID will impose, levy and charge its property owners for groundwater pumped above applicable safe yield.

7. Groundwater Pumping Data: PUD agrees to provide ID with water budget data (e.g. groundwater extractions, storm water percolation, WWTP effluent percolation, system leakage, etc) required in order to complete the required GSP. PUD will also provide ID with all data regarding wastewater from PUD system that is returned to the groundwater basin or in the alternative account for any hydrologic studies commissioned by PUD that identifies the safe yield of groundwater specifically within PUD jurisdictional boundaries. PUD agrees that extraction facilities within its boundaries must be registered under Water Code section 10725.6, that measuring devices on extraction facilities may be required under Water Code section 10725.8, at the cost of the facility owner. Parties agree to work together on jurisdictional issues if there are extraction facilities within PUD boundaries that are not operated by the PUD but would be subject to the Act. Parties agree that existing measuring devices on PUD facilities may be utilized as long as they are properly maintained, calibrated, and meet any applicable state requirements for measuring devices. PUD agrees to report to ID any surface water diversions under Water Code Section 10726. PUD agrees that ID shall have the authority to investigate PUD under Water Code 10725.4, although parties agree this investigatory authority is limited to determine the need for groundwater management, prepare and adopt a groundwater sustainability plan, and monitor compliance, and all costs and expenses related to any such investigation shall be solely borne by ID or the GSA.

ID shall provide a copy of those portions of the GSP that impact the PUD prior to adopting the GSP for review and comment by PUD. ID will account for water from PUD that is returned, such as WWTP effluent, in calculating the safe yield for PUD. ID will also agree to collect data or otherwise account for PUD any groundwater banking or other type of water storage program, or land acquisition program implemented by PUD for the purpose of improving groundwater levels or increasing amount of available groundwater to pump within the safe yield. If PUD does not operate, or if its landowners are not connected to a wastewater treatment plant, then ID and PUD will annually (or on separate schedule as mutually agreed to by the parties) meet and prepare an estimate of wastewater return that can be attributed to the PUD based on the number and type of dischargers within the PUD.

8. No Guarantee of Water Quantity or Water Quality: This Agreement is for the purposes of compliance with the Act. ID is not agreeing that any specific quantity of water or water of any specific quality will be available.
9. GSA Meetings: ID will inform PUD of all GSA meetings, ID Board meetings where GSA or GSP matters will be discussed, GSA Planning Commission meetings, and meetings involving Tule Subbasin MOU Group in advance. ID and GPC meetings shall comply with the provisions of the Ralph M. Brown Act (Government Code §§ 54950 at seq.) and will be open to the public. ID acknowledges that the PUD will be considered an interested party and will be provided notice of the meetings anticipated to occur between GSAs within the Tule Subbasin concerning the coordination agreement that will replace the Tule Subbasin MOU.

10. GSA Planning Commission: ID will form a GROUNDWATER PLANNING COMMISSION (GPC) for the purpose of development and management of the GSP. The GPC will prepare a GSP for approval by the Board of Director's for the GSA.

The GPC will be comprised of five appointees from the ID all of whom will have voting powers within the GPC. One additional appointee will be selected by the Public Utility Districts and Community Services District within ID and will be provided an advisory non-voting seat on the GPC.

The GPC will hold advisory meetings (See Water Code section 10727.8) for the purpose of seeking participation from interested parties in the development and implementation of the GSP.

11. Dispute Resolution: Parties agree that should any controversy arise between the two districts, then each district shall appoint from its board of directors a specific committee for the purpose of meeting informally and attempting to resolve the dispute.

Should such informal dispute resolution fail, then disputes may be settled by a civil action. In any civil action the prevailing party may be awarded attorney's fees and costs.

ID agrees that it shall indemnify and hold harmless PUD from any suit, claim, loss, liability, or damage arising from negligent or unlawful actions of ID in the formation or operation of the GSA.

PUD agrees that it shall indemnify and hold harmless ID from any suit, claim, loss, liability, or damage arising from negligent or unlawful actions of PUD in the operation of the PUD as a management area within the GSA.

Parties acknowledge the indemnification and hold harmless provisions stated above shall not apply to any groundwater adjudication involving the parties or other causes of action, claims, or disputes that do not directly relate to SGMA.

12. Termination by PUD: Parties agree that this MOU may not be terminated until steps to provide that PUD boundaries will be within another GSA upon termination, either by PUD forming its own GSA, entering into a joint powers agreement or similar type of agreement with another entity, or agreeing to be within the boundaries of a separate GSA. All costs owed to ID must also be paid prior to termination by PUD. ID acknowledges and stipulates that PUD, after execution of this Agreement, has the right to withdraw from the ID GSA to create its own GSA or enter into an agreement to be included within the boundaries of another GSA within the basin, in its sole and absolute discretion, and ID shall not object or take any actions in contravention of this right.
13. Entire Agreement: This MOU represents the entire agreement among the parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this MOU may be modified without the written consent of each party.
14. Headings: Section headings are provided for organizational purposes only and do not in any manner impact the scope, meaning, or intent of the provisions under the headings.
15. Notices: Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by first class mail, postage prepaid and

addressed as stated below. Notices delivered personally are deemed to be received upon receipt. Notices sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party can change the address listed below by giving written notice pursuant to this Section.

Pixley Irrigation District
Attn: General Manager
357 E. Olive Avenue
Tipton, CA 93272

Pixley Public Utility District
Attn: Board President
P.O. Box 535
Pixley, CA 93256

16. Construction: This MOU reflects the contributions of all parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
17. No Third Party Beneficiaries Intended: Unless specifically set forth, the parties to this MOU do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
18. Waivers: The failure of any party to insist on strict compliance with any provision of this MOU shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach.
19. Conflict with Laws or Regulations/Severability: This MOU is subject to all applicable laws and regulations. If any provision of this MOU is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the MOU to any party is lost, the MOU may be terminated at the option of the affected party. In all other cases the remainder of the MOU shall continue in full force and effect.
20. Further Assurances: Each party agrees to execute any additional documents and to perform any further acts that may be reasonably required to affect the purposes of this MOU.
21. Counterparts: This MOU may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Parties, having read and considered the above provisions, indicate their agreement by their authorized signatures.

PIXLEY IRRIGATION DISTRICT


General Manager

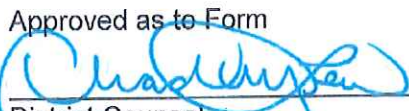
Approved as to Form


District Counsel

PIXLEY PUBLIC UTILITY DISTRICT


Vice Board President

Approved as to Form


District Counsel

Memorandum of Understanding Regarding
Groundwater Sustainability Agency Participation

This Memorandum of Understanding, referred to herein as "Agreement" is between the Pixley Irrigation District, an irrigation district organized under the laws of the State of California, referred to herein as "PID" and the Tevison Community Services District, a community services district organized under the laws of the State of California, referred to herein as "CSD"

This Agreement is made in reference to the following facts:

WHEREAS, in September 2014, three bills (SB 1168, SB 1319, and AB 1739) were signed into law creating the Sustainable Groundwater Management Act of 2014 (the Act); and

WHEREAS, the Act requires the formation of a Groundwater Sustainability Agency ("GSA") that will be responsible for implementing provisions of the Act as to each groundwater basin and groundwater subbasin falling within the provisions of the Act, multiple GSAs are allowed within a basin or subbasin; and

WHEREAS, the Act calls for ensuring the sustainability of each groundwater basin and subbasin by each GSA or GSAs covering the basin drafting a Groundwater Sustainability Plan ("GSP") meeting the requirements of the Act to cover the territory of the GSA.

WHEREAS, PID and CSD are both within the San Joaquin Valley groundwater Basin, Tule Subbasin, a groundwater basin recognized in California Department of Water Resources Bulletin 118 as Groundwater Basin Number: 5-22.13; and

WHEREAS, under the Act, the Tule Subbasin is required to show complete GSA coverage, either through the formation of a single GSA or multiple GSAs by June 30, 2017, and

WHEREAS, PID and CSD are each authorized by the Act to exercise powers related to groundwater management within their jurisdictional boundaries; and

WHEREAS, at this time PID is moving forward with the formation of a GSA to encompass its territory, which surrounds the territory of CSD; and

WHEREAS, CSD is not seeking to form a GSA over its jurisdictional boundaries at this time and agrees to be included within the boundaries of the GSA to be formed by PID; and

WHEREAS, by this MOU the parties intend to state the terms and conditions of such GSA coverage, subject to later revision as necessary to meet state regulatory requirements.

WHEREAS, the parties agree that words and phrases used in this MOU are intended to have the same meaning and definition as those words and phrases have in the Act or in the regulations to implement the Act approved by the California Water Commission on May 18, 2016.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. Incorporation of Recitals: The recitals stated above are incorporated herein by reference.

2. No Intent to Create a JPA: The parties to this Agreement specifically acknowledge they do not intend to create a joint powers agreement under the California Government Code or to form a joint powers agency under this Agreement.
3. Inclusion Within GSA Boundaries: CSD is agreeing that it will be considered within the boundaries of the GSA being formed by PID. PID intends to form a GSA and to provide statutory notice under the Act of its GSA boundaries. Parties are agreeing the PID GSA boundaries will include the territory of the Pixley Irrigation District, CSD, and other public utility districts or community service districts that agree to participate. A map stating the boundaries of the PID GSA will be prepared as part of the GSA application. By executing this Agreement, CSD is agreeing it will be part of the PID GSA, subject to the following terms concerning fees and regulatory requirements.
 - a. PID agrees it has no right to impose fees or regulatory requirements except as agreed to by CSD under this MOU unless it separately annexes CSD since CSD is outside the jurisdictional boundaries of PID. Concerning the powers and authorities of a GSA stated in Water Code sections 10725-10726.9, PID acknowledges that those sections concerning imposing fees or imposing regulatory controls over wells and groundwater extraction will not apply between the parties except as specified in this Agreement.
 - b. CSD is agreeing to the following fees and regulatory requirements:
 - i. PID cost recovery fees as set forth in Sections 5 of this MOU.
 - ii. CSD is agreeing that it will meet the applicable sustainable groundwater management requirements, which will require pumping groundwater amounts that are within the sustainable yield in the Tule Subbasin.
 - iii. As stated in Section 6 the Parties anticipate CSD will be a separate management area with minimum thresholds and measurable objectives to meet the sustainable management requirements. The CSD, in conformance with state law, will define the minimum thresholds and measurable objections that will apply within the CSD jurisdictional boundaries. CSD will be responsible for meeting these minimum thresholds and measurable objectives once established.
 - iv. CSD agrees that if it does not become a separate management area or if its thresholds and objectives do not meet state legal requirements, then PID shall prepare thresholds and measurable objectives needed to comply with state law and CSD will agree to implement them as necessary to meet the sustainable groundwater management requirements or until the CSD as a separate management area proposes thresholds and objectives that meet state requirements. If PID fails, refuses or is not allowed to designate CSD as a separate management area, CSD shall have the option to terminate this agreement, in its sole and absolute discretion.
 - v. CSD agrees to provide data to PID as required in this Agreement. CSD agrees that PID will retain the powers specified in Water Code sections 10725.6-10726 and authority to investigate under Water Code 10726.4, although that authority will be limited to investigations necessary to determine

the need for groundwater management, prepare and adopt a groundwater sustainability plan, and monitor compliance, and all costs and expenses related to any such investigation shall be solely borne by PID or the GSA.

vi. CSD will be responsible to pay PID the fee described in Section 6 of this MOU if it violates the applicable thresholds and objectives to meet the sustainable groundwater management and pumps groundwater in excess of the safe yield.

c. The parties agree that upon the official formation of the GSA as contemplated in this Agreement, all references to PID shall include the newly formed GSA, and all of the terms, conditions, obligations and benefits applicable to PID shall apply to the GSA. The parties agree that CSD shall have the right to terminate this Agreement unless the GSA ratifies this Agreement and agrees to be bound by all of its terms and conditions at the first meeting of the GSA Board of Directors after the decision to form a GSA takes effect as described in Water Code 10723.8(c).

4. Acknowledgment Regarding ID Boundaries: Parties agree this MOU is for the purpose of compliance with the Act. CSD is not being included within the boundaries of PID for any other purpose and will not incur liability for any PID assessments charged to PID landowners or have the right to receive any surface water from PID, except as otherwise specifically provided herein.

5. Cost Recovery: CSD acknowledges that PID is incurring costs to comply with the Act, the formation of the GSA, and costs in preparation of a coordination agreement between the various GSAs within the Tule Subbasin. PID will also incur costs in the preparation of the GSP required by the Act. CSD acknowledges it has a responsibility to reimburse the CSD's share of these costs for compliance with the Act.

5.1. Initial Cost - CSD agrees it will pay up to \$10,000 but no less than \$1,000 to reimburse PID for CSD's participation in the GSA formation costs and coordination agreement preparation costs. Amount will be based on CSD's share based on acreage or other mutually agreeable calculation method, of total costs incurred by PID. The amount of \$1,000 shall be due on execution of this agreement by both PID and CSD. The coordination agreement, in addition to meeting requirements under the Act and subsequent state regulations for reporting to the state, shall require all GSPs within the Tule Subbasin utilize the same data and methodologies for the following items: (a) Groundwater elevation data; (b) Groundwater extraction data; (c) Surface water supply; (d) Total water use; (e) Change in groundwater storage; (f) Water budget; and (g) Sustainable yield.

5.2. Annual Cost (Beginning in 2018) - CSD agrees it will pay up to \$2,500 per year beginning in fiscal year 2018-2019 as reimbursement for the CSD's participation in the GSP preparation, implementation, and ongoing compliance/monitoring costs incurred by PID. Amount will be based on CSD's share based on acreage, or other mutually agreeable calculation method, and include costs specifically attributed to the CSD of GSP preparation incurred by PID. This amount shall be due beginning August 1, 2018 and on each July 1st thereafter while this Agreement or the Act is in effect.

This maximum annual amount, \$2,500, may be increased by PID based on the Consumer Price Index for Urban Consumers (CPI) – U.S. Cities Average maintained by the California Department of Finance for the preceding year.

Parties do not expect this Annual Cost does not include costs or fees established by PID to bring water into the Tule Subbasin for purposes of increasing the applicable groundwater pumping safe yield. These are fees that will be separately charged to PID landowners. CSD agrees that it will not be charged these additional fees unless it agrees to do so in exchange for an equal pro rata increase to the applicable safe yield amount for the CSD as stated below in section 5.4.

5.3 Additional Fee for Exceeding Sustainable Yield: PID anticipates establishing baseline level of groundwater pumping under the GSP. Parties acknowledge that as described in Section 6 the established sustainable yield will vary depending on the jurisdiction as areas have separate sources of water, including but not limited to imported surface water and treated wastewater. A fee will be charged when CSD groundwater pumping exceeds the established sustainable yield for the relevant accounting period. CSD agrees that if it exceeds its mutually agreed sustainable yield, then it will be liable for this additional fee. PID and CSD will make separate arrangements for determining sustainable yield, baseline pumping levels and methods for accounting the balances and will include that methodology in the GSP.

5.4 Additional Fees for Participating in PID Programs: If PID establishes a program for the purposes of increasing the allowed safe yield within the PID jurisdictional boundaries, then it will offer CSD to be included equally on a pro rata basis as determined by acreage or other mutually agreeable calculation method. CSD acknowledges that this fee is separate from the Annual Cost described in Section 5.2 for GSP preparation.

5.5 Accounting - PID agrees it will provide on an annual basis beginning at the end of the 2015-2016 fiscal year a summary stating all costs it has incurred in meeting the requirements of the Act to CSD.

6. CSD to be Considered a Separate Management Area: Parties acknowledge that the applicable state regulations listing acceptable GSP requirements are not yet complete but under the proposed regulations approved by the California Water Commission on May 18, 2016, a GSA may define one or more management areas where conditions are different from other areas of a GSA and a separate management area would facilitate implementation of the GSP.

Due to the separate jurisdiction between the PID and CSD, PID will identify the CSD as a separate management area. As its own management area, depending on the specifics of the final regulations adopted by the Department of Water Resources, the CSD and PID could customize a section of the GSP to specifically address the minimum thresholds and measurable objectives for the CSD to achieve sustainable management, with costs billed directly for that separate management area, up to the amount referred to in Section 5.2. The applicable sustainable yield for the PID GSA would still be required to be met, and applicable state regulations concerning thresholds and measurable objectives required for a GSP would also apply, but to the extent permitted by the final regulations as a separate management area the CSD could set thresholds, objectives, and monitoring that may be different from the rest of the GSA, so long as required overall sustainable management goals stated in the GSP are being met. Parties agree to review the final regulations and revise this Agreement as necessary.

CSD agrees that if it does not meet the required sustainable management requirements then PID will charge CSD a fee for groundwater pumped above applicable safe yield, and said fee shall be equal to, and no greater than, the fee PID will impose, levy and charge its property owners for groundwater pumped above applicable safe yield.

7. Groundwater Pumping Data: CSD agrees to provide PID with water budget data (e.g., groundwater extractions, storm water percolation, WWTP effluent percolation, system leakage, etc) required in order to complete the required GSP. CSD will also provide PID with all data regarding wastewater from CSD system that is returned to the groundwater basin or in the alternative account for any hydrologic studies commissioned by CSD that identifies the safe yield of groundwater specifically within CSD jurisdictional boundaries. CSD agrees that extraction facilities within its boundaries must be registered under Water Code section 10725.6, that measuring devices on extraction facilities may be required under Water Code section 10725.8, at the cost of the facility owner. Parties agree to work together on jurisdictional issues if there are extraction facilities within CSD boundaries that are not operated by the CSD but would be subject to the Act. Parties agree that existing measuring devices on CSD facilities may be utilized as long as they are properly maintained, calibrated, and meet any applicable state requirements for measuring devices. CSD agrees to report to PID any surface water diversions under Water Code Section 10725. CSD agrees that PID shall have the authority to investigate CSD under Water Code 10725.4, although parties agree this investigatory authority is limited to determine the need for groundwater management, prepare and adopt a groundwater sustainability plan, and monitor compliance, and all costs and expenses related to any such investigation shall be solely borne by PID or the GSA.

PID shall provide a copy of those portions of the GSP that impact the CSD prior to adopting the GSP for review and comment by CSD. PID will account for water from CSD that is returned, such as WWTP effluent, in calculating the safe yield for CSD. PID will also agree to collect data or otherwise account for CSD any groundwater banking or other type of water storage program or land acquisition program implemented by CSD for the purpose of improving groundwater levels or increasing amount of available groundwater to pump within the safe yield. If CSD does not operate, or if its landowners are not connected to a wastewater treatment plant, then PID and CSD will annually (or on separate schedule as mutually agreed to by the parties) meet and prepare an estimate of wastewater return that can be attributed to the CSD based on the number and type of dischargers within the CSD.

8. No Guarantee of Water Quantity or Water Quality: This Agreement is for the purposes of compliance with the Act. PID is not agreeing that any specific quantity of water or water of any specific quality will be available.
9. GSA Meetings: PID will inform CSD of all GSA meetings, PID Board meetings where GSA or GSP matters will be discussed, GSA Planning Commission meetings, and meetings involving Tule Subbasin MOU Group in advance. PID and GPC meetings shall comply with the provisions of the Ralph M. Brown Act (Government Code §§ 54950 et seq.) and will be open to the public. PID acknowledges that the CSD will be considered an interested party and will be provided notice of the meetings anticipated to occur between GSAs within the Tule Subbasin concerning the coordination agreement that will replace the Tule Subbasin MOU.

10. GSA Planning Commission: PID will form a GROUNDWATER PLANNING COMMISSION (GPC) for the purpose of development and management of the GSP. The GPC will prepare a GSP for approval by the Board of Directors for the GSA.

The GPC will be comprised of five appointees from the PID all of whom will have voting powers within the GPC. One additional appointee will be selected by the Public Utility Districts and Community Services District within PID and will be provided an advisory non-voting seat on the GPC.

The GPC will hold advisory meetings (See Water Code section 10727.8) for the purpose of seeking participation from interested parties in the development and implementation of the GSP.

11. Dispute Resolution: Parties agree that should any controversy arise between the two districts then each district shall appoint from its board of directors a specific committee for the purpose of meeting informally and attempting to resolve the dispute.

Should such informal dispute resolution fail, then disputes may be settled by a civil action. In any civil action the prevailing party may be awarded attorney's fees and costs.

PID agrees that it shall indemnify and hold harmless CSD from any suit, claim, loss, liability, or damage arising from negligent or unlawful actions of PID in the formation or operation of the GSA.

CSD agrees that it shall indemnify and hold harmless PID from any suit, claim, loss, liability, or damage arising from negligent or unlawful actions of CSD in the operation of the CSD as a management area within the GSA.

Parties acknowledge the indemnification and hold harmless provisions stated above shall not apply to any groundwater adjudication involving the parties or other causes of action, claims, or disputes that do not directly relate to SGMA.

12. Termination by CSD: Parties agree that this MOU may not be terminated until steps to provide that CSD boundaries will be within another GSA upon termination, either by CSD forming its own GSA, entering into a joint powers agreement or similar type of agreement with another entity, or agreeing to be within the boundaries of a separate GSA. All costs owed to PID must also be paid prior to termination by CSD. PID acknowledges and stipulates that CSD, after execution of this Agreement, has the right to withdraw from the PID GSA to create its own GSA or enter into an agreement to be included within the boundaries of another GSA within the basin, in its sole and absolute discretion, and PID shall not object or take any actions in contravention of this right.
13. Entire Agreement: This MOU represents the entire agreement among the parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this MOU may be modified without the written consent of each party.
14. Headings: Section headings are provided for organizational purposes only and do not in any manner impact the scope, meaning, or intent of the provisions under the headings.
15. Notices: Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by first class mail, postage prepaid and

addressed as stated below. Notices delivered personally are deemed to be received upon receipt. Notices sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party can change the address listed below by giving written notice pursuant to this Section.

Pixley Irrigation District
Attn: General Manager
357 E. Olive Avenue
Tipton, CA 93272

Tevison Community Services District
Attn: Board President
P.O. Box T
Pixley, CA 93256

16. Construction: This MOU reflects the contributions of all parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
17. No Third Party Beneficiaries Intended: Unless specifically set forth, the parties to this MOU do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
18. Waivers: The failure of any party to insist on strict compliance with any provision of this MOU shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach.
19. Conflict with Laws or Regulations/Severability: This MOU is subject to all applicable laws and regulations. If any provision of this MOU is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the MOU to any party is lost, the MOU may be terminated at the option of the affected party. In all other cases the remainder of the MOU shall continue in full force and effect.
20. Further Assurances: Each party agrees to execute any additional documents and to perform any further acts that may be reasonably required to affect the purposes of this MOU.
21. Counterparts: This MOU may be signed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Parties, having read and considered the above provisions, indicate their agreement by their authorized signatures.

PIXLEY IRRIGATION DISTRICT


General Manager

Approved as to Form


District Counsel

TEVISTON COMMUNITY SERVICES
DISTRICT


Board President

Approved as to Form


District Counsel

Visalia Newspapers, Inc.
P.O. Box 31, Visalia, CA 93279
559-735-3200 / Fax 559-735-3210

Certificate of Publication

State Of California ss:
County of Tulare

Advertiser: PIXLEY IRRIGATION
357 E OLIVE AVE
TIPTON , CA 93272
Order # 0001387016

RE: Notice of Public Hearing Notice is hereby
given pursuant to Section 10723(b) of the

I, Robert Calaway,
Accounting Clerk, for the below mentioned
newspaper(s), am over the age of 18 years
old, a citizen of the United States and not a
party to, or have interest in this matter. I
hereby certify that the attached advertisement
appeared in said newspaper on the following

Newspaper: Tulare Advance Register

6/28/2016 7/5/2016

I acknowledge that I am a principal clerk of
said paper which is printed and published in
the City of Visalia, County of Tulare, State of
California. The Visalia Times Delta was
adjudicated a newspaper of general
circulation on July 25, 2001 by Tulare County
Superior Court Order No. 41-20576. The
Tulare Advance Register was adjudicated a
newspaper of general circulation on July 25,
2001 by Superior Court Order No. 52-43225.

I declare under penalty of perjury that the
foregoing is true and correct. Executed on
this 05 day of July, 2016
in Visalia, California.

Robert Calaway

Declarant

Notice of Public Hearing
Notice is hereby given pursuant to
Section 10723(b) of the California
Water Code and section 6066 of the
California Government Code, that
beginning at 10:00 a.m., July 14,
2016, a public hearing will be held
by the Board of Directors (Board) of
the Pixley Irrigation District (District)
at the Pixley Irrigation District 357 E.
Olive Ave. Tipton, CA 93272

The purpose of the public hearing
will be to consider and determine
whether the District should file to
become a Sustainable Groundwater
Agency (GSA) within its boundaries
in the Tule Subbasin pursuant to the
Sustainable Groundwater Manage-
ment Act.

After the public hearing, the Board
may choose to adopt a Resolution
of intent to become a GSA and to
submit notification to the California
Department of Water Resources,
which shall be posted pursuant to
California Water Code Section
10733.3, and will include a descrip-
tion of the proposed boundaries of
the portions of the subbasin the
District intends to manage pursuant
to the Sustainable Groundwater
Management Act.

Additional information may be ob-
tained by calling the office of the
District at 559-752-5050, during reg-
ular business hours.
Pub: June 28, July 5, 2016 #1387016

EXHIBIT "C"

COPY

RECEIVED
JUL 08 2016

BY: _____

PIXLEY RIVER IRRIGATION DISTRICT

RESOLUTION NO. 2016-7-1

RESOLUTION OF THE PIXLEY IRRIGATION DISTRICT DECLARING ITS INTENTION TO BECOME A
GROUNDWATER SUSTAINABILITY AGENCY UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT
ACT FOR THE PORTIONS OF THE TULE SUBBASIN WITHIN THE BOUNDARIES OF THE DISTRICT

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bill 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (SGMA); and

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

WHEREAS, SGMA requires all high and medium priority groundwater basins, as designated by the California Department of Water Resources (DWR) Bulletin 118, to be managed by Groundwater Sustainability Agencies (GSAs); and

WHEREAS, the Tule Subbasin has been designated by DWR as a high priority basin; and

WHEREAS, Water Code section 10723(a) authorizes a local agency with water supply, water management or local land use responsibilities, or a combination of local agencies, overlying a groundwater basin to elect to become a GSA under SDMA; and

WHEREAS, the Pixley Irrigation District, formed pursuant to Division 11 of the Water Code of the State of California, is therefore eligible to serve as a GSA within the Tule Subbasin; and

WHEREAS, Water Code section 10723.2 requires that a GSA consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans (GSPs); and

WHEREAS, Water Code section 10723.8 requires that a local agency electing to be a GSA notify DWR of its election and intention to undertake sustainable groundwater management with a basin; and

WHEREAS, Pixley Irrigation District held a public hearing on July 14, 2016, after publication of notice pursuant to Government Code section 6066 to consider the adoption of this Resolution and its election to be a GSA in the Tule Subbasin; and

WHEREAS, Pixley Irrigation District wishes to exercise the powers and authorities of a GSA granted by SGMA through the Water Code.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PIXLEY IRRIGATION DISTRICT does hereby resolve, declare and order as follows:

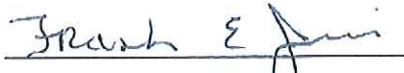
1. Pixley Irrigation District hereby elects to become a groundwater sustainability agency and undertake sustainable groundwater management in the portion of the Tule Subbasin (DWR Subbasin 5-22.13) underlying Pixley Irrigation District's boundary.
2. Pixley Irrigation District shall develop an outreach program to include all stakeholders to ensure all beneficial uses and users of groundwater are considered.
3. The Pixley Irrigation District Board of Directors intends to negotiate a memorandum of understanding, other necessary cooperative agreements or other forms of agreement with other agencies or entities utilizing groundwater in the Tule Subbasin, for the purpose of implementing a cooperative, coordinated structure for the management of the Tule Subbasin pursuant to SGMA.
4. The Board of Directors of the Pixley Irrigation District are authorized to submit to DWR on behalf of Pixley Irrigation District a notice of intent to undertake sustainable groundwater management in accordance with SGMA (Part 2.74 of the Water Code).
5. Staff is directed to send to DWR Pixley Irrigation District's notification of its election to be a GSA and such notification shall include: the boundaries of the subbasin that the Pixley Irrigation District intends to manage, which shall include lands within Pixley Irrigation District boundaries as set forth in the map attached hereto as Exhibit "1", a copy of this Resolution, a list of the interested parties developed pursuant to Section 10723.2 of SGMA, and an explanation of how their interests will be considered in the development and operation of the GSA and the development and implementation of the GSA's groundwater sustainability plan.

All the foregoing being on motion of Director Parreira, seconded by Director De Groot, and authorized by the following vote, to wit:

AYES:	Parreira, De Groot, Westbrook, Junio
NOES:	0
ABSTAIN:	0
ABSENT:	Schott

I HEREBY CERTIFY that the foregoing resolution is the resolution of said District as duly passed and adopted by said Board of Directors on the 14 of July, 2016

WITNESS my hand and seal of said Board of Directors this 14 of July, 2016


Frank Junio, President

CERTIFICATION

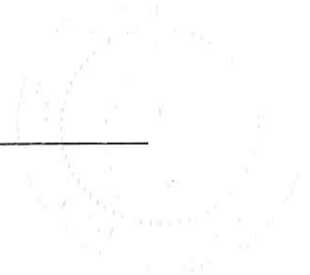
I, Daniel G. Vink, the duly qualified Secretary of the Pixley Irrigation District, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted at a Regular Meeting of the Board of Directors duly held on the 14th day of July, 2016, of which meeting all members of said Board of Directors had due notice.

I hereby further certify that the same resolution has not been modified or amended in any way, and that the same is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Lower Tule River Irrigation District this 14th day of July 2016.



Daniel G. Vink, Secretary



From: [Eric Limas](#)
To: [Nordberg, Mark@DWR](mailto:Nordberg.Mark@DWR)
Cc: [Gooding, Benjamin@DWR](mailto:Gooding.Benjamin@DWR); [RAUL PEREZ](#)
Subject: Re: Pixley ID GSA notice
Date: Monday, August 15, 2016 3:54:57 PM

Mark,

Attached is an updated map with labels, as you requested. Also, as noted in item j) of our notice, the other entities proposing to manage groundwater in the Tule Basin are Tri-County Water Authority, Alpaugh GSA and Lower Tule River Irrigation District.

Raul Perez from our office will forward the shape files in a follow up email.

Let me now if you need anything else. Thanks.

Thank You,

Eric Limas
Assistant General Manager
Lower Tule River and Pixley Irrigation Districts
Tel: 559-686-4716

On Mon, Aug 15, 2016 at 2:40 PM, Nordberg, Mark@DWR <Mark.Nordberg@water.ca.gov> wrote:

Hello Eric,

DWR has reviewed the GSA formation notice for the Pixley Irrigation District. Similar to DWR's requirement for the notice for the Lower Tule River Irrigation District GSA, please provide an email that "identifies the other agencies managing or proposing to manage groundwater within the basin." I'll attach that email to the end of the PID GSA notice, like I did for the LTRID GSA notice.

The maps seem to meet the intent of the GSA notice requirements. I assume the areas shown on Exhibit A-2 that are outside of your service area, in the central portion of your map, are those areas covered by Pixley PUD and Teviston CSD. The space shown to be outside of your service area in the northwest corner appears to be that area which is already claimed by the Tri-County Water Authority in one of their GSA notices. It wouldn't hurt to identify these areas on a map for clarification to others.

Also, please send GIS shapefiles of your GSA area and we can get those posted on our GSA Interactive Map after we post your notice.

If you have any questions, please feel free to contact me.

Thanks, Mark.

Mark Nordberg, P.G.

Senior Engineering Geologist

Sustainable Groundwater Management Program

California Department of Water Resources

[\(916\) 651-9673](tel:(916)651-9673)

Mark.Nordberg@water.ca.gov

From: Eric Limas [mailto:elimas@ltrid.org]

Sent: Friday, August 05, 2016 10:29 AM

To: Nordberg, Mark@DWR

Subject: Lower Tule River ID maps

Mark,

Attached are updated maps for the Lower Tule River ID GSA filing. Also, other entities that are currently proposing to monitor groundwater in the Tule Basin are the Tri-County Water Authority and the Alpaugh GSA.

Please let me know if you need anything further.

Thank You,

Eric Limas

Assistant General Manager

Lower Tule River and Pixley Irrigation Districts

Tel: [559-686-4716](tel:559-686-4716)

----- Forwarded message -----

From: <customerservice@ltrid.org>

Date: Fri, Aug 5, 2016 at 10:26 AM

Subject: Message from "RNP002673737318"

To: Eric <elimas@ltrid.org>

This E-mail was sent from "RNP002673737318" (MP C4503).

Scan Date: 08.05.2016 10:26:27 (-0700)

Queries to: customerservice@ltrid.org