



Lower Tule River

Irrigation District

SINCE 1950

Gary Fernandes
President

John Roeloffs
Vice President

Jim Costa
Director

Tom Barcellos
Director

Alex Garcia
Director

Daniel G. Vink
General Manager

Eric Limas
Assistant General Manager

Beth Grote-Lewis
Assessor

Alex Peltzer
Legal Counsel

August 2, 2016

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 LOWER TULE RIVER IRRIGATION DISTRICT'S ELECTION TO
BECOME A GROUNDWATER SUSTAINABILITY AGENCY FOR A PORTION OF
THE TULE SUBBASIN**

Dear Mr. Nordberg:

Pursuant to California Water Code section 10723.8, under the Sustainable Groundwater Act ("SGMA"), the Lower Tule River Irrigation District ("Lower Tule") 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 Lower Tule's boundary as indicated on the map attached hereto as **Exhibit "A-1" and "A-2"**. Lower Tule 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. A copy of those Memorandums of Understanding is attached as **Exhibit "B"**.

On July 12, 2016, Lower Tule 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, Lower Tule'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 Lower Tule's boundary. Lower Tule 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"). Lower Tule'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, Lower Tule shall consider the interests of all beneficial uses and users of groundwater, as well as those responsible

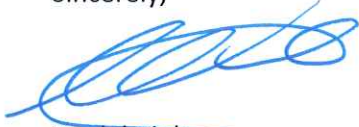
357 E. Olive Avenue
Tipton, CA 93272
(559) 686-4716
or (559) 752-5050
FAX (559) 686-0151
e-MAIL ltrid@ltrid.org

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 - Tipton Community Services District, Poplar Community Services District and Woodville 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 Tipton, Woodville and Poplar.
- 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 - None.

Lower Tule intends to work cooperatively with stakeholders to develop and implement a GSP by collaborating with other qualified GSA's in the Tule Subbasin. Lower Tule 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 Lower Tule throughout the process of developing, operating, and implementing the GSA and GSP. Such opportunities may include but are not limited to, public comment during Lower Tule'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, Lower Tule has provided DWR with all applicable information in California Water Code section 10723.8(a).

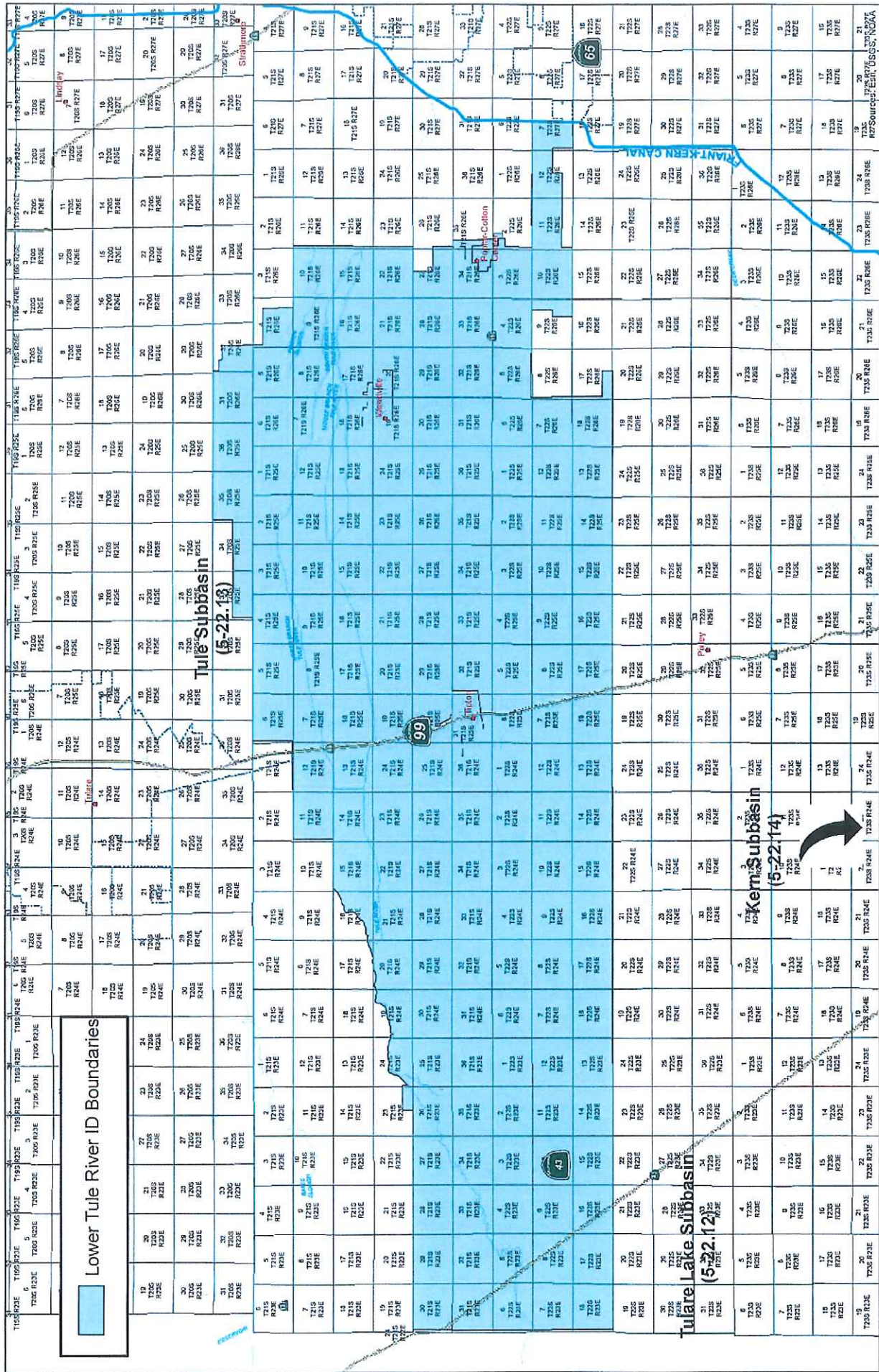
Sincerely,



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



12956

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

This Memorandum of Understanding, referred to herein as "Agreement" is between the Lower Tule River Irrigation District, an irrigation district organized under the laws of the State of California, referred to herein as "LOWER TULE" and the Poplar 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, LOWER TULE 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, LOWER TULE and CSD are each authorized by the Act to exercise powers related to groundwater management within their jurisdictional boundaries; and

WHEREAS, at this time LOWER TULE 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 LOWER TULE; 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.

7/26/16

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 LOWER TULE. LOWER TULE intends to form a GSA and to provide statutory notice under the Act of its GSA boundaries. Parties are agreeing the LOWER TULE GSA boundaries will include the territory of the Lower Tule River Irrigation District, CSD, and other public utility districts or community service districts that agree to participate. A map stating the boundaries of the LOWER TULE GSA will be prepared as part of the GSA application. By executing this Agreement, CSD is agreeing it will be part of the LOWER TULE GSA, subject to the following terms concerning fees and regulatory requirements.
 - a. LOWER TULE 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 LOWER TULE. Concerning the powers and authorities of a GSA stated in Water Code sections 10725-10726.9, LOWER TULE 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. LOWER TULE 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 LOWER TULE 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 LOWER TULE 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 LOWER TULE as required in this Agreement. CSD agrees that LOWER TULE 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 LOWER TULE or the GSA.

- vi. CSD will be responsible to pay LOWER TULE 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 LOWER TULE shall include the newly formed GSA, and all of the terms, conditions, obligations and benefits applicable to LOWER TULE 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 LOWER TULE for any other purpose and will not incur liability for any LOWER TULE assessments charged to LOWER TULE landowners or have the right to receive any surface water from LOWER TULE, except as otherwise specifically provided herein.
- 5. Cost Recovery: CSD acknowledges that LOWER TULE 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. LOWER TULE 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 LOWER TULE 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 LOWER TULE. The amount of \$1,000 shall be due on execution of this agreement by both LOWER TULE 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 LOWER TULE. 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 LOWER TULE. 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 LOWER TULE 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 LOWER TULE 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 LOWER TULE 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: LOWER TULE 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. LOWER TULE 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 LOWER TULE Programs: If LOWER TULE establishes a program for the purposes of increasing the allowed safe yield within the LOWER TULE 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 - LOWER TULE 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 LOWER TULE and CSD, LOWER TULE 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 LOWER TULE 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 LOWER TULE 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 LOWER TULE 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 LOWER TULE will impose, levy and charge its property owners for groundwater pumped above applicable safe yield.

7. Groundwater Pumping Data: CSD agrees to provide LOWER TULE 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 LOWER TULE 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 LOWER TULE any surface water diversions under Water Code Section 10726. CSD agrees that LOWER TULE 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 LOWER TULE or the GSA.

LOWER TULE 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. LOWER TULE will account for water from CSD that is returned, such as WWTP effluent, in calculating the safe yield for CSD. LOWER TULE 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 LOWER TULE 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. LOWER TULE is not agreeing that any specific quantity of water or water of any specific quality will be available.
9. GSA Meetings: LOWER TULE will inform CSD of all GSA meetings, LOWER TULE Board meetings where GSA or GSP matters will be discussed, GSA Planning Commission meetings, and meetings involving Tule Subbasin MOU Group in advance. LOWER TULE 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. LOWER TULE 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: LOWER TULE 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 LOWER TULE 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 LOWER TULE 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.

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

CSD agrees that it shall indemnify and hold harmless LOWER TULE 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 agrees 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 LOWER TULE must also be paid prior to termination by CSD. LOWER TULE acknowledges and stipulates that CSD, after execution of this Agreement, has the right to withdraw from the LOWER TULE 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 LOWER TULE 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.

Lower Tule River Irrigation District
Attn: General Manager
357 E. Olive Avenue
Tipton, CA 93272

Poplar Community Services District
Attn: Board President
P.O. Box 3849
Poplar, CA 93258

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.

authorized signatures.

EXHIBIT "B"

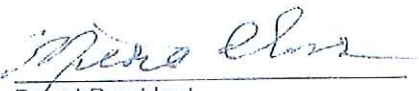
LOWER TULE RIVER IRRIGATION
DISTRICT


General Manager

Approved as to Form


District Counsel

POPLAR COMMUNITY SERVICES
DISTRICT


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 Lower Tule River Irrigation District, an irrigation district organized under the laws of the State of California, referred to herein as "LOWER TULE" and the Tipton 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, LOWER TULE 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

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WHEREAS, at this time LOWER TULE 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 LOWER TULE; 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.

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 LOWER TULE. LOWER TULE intends to form a GSA and to provide statutory notice under the Act of its GSA boundaries. Parties are agreeing the LOWER TULE GSA boundaries will include the territory of the Lower Tule River Irrigation District, CSD, and other public utility districts or community service districts that agree to participate. A map stating the boundaries of the LOWER TULE GSA will be prepared as part of the GSA application. By executing this Agreement, CSD is agreeing it will be part of the LOWER TULE GSA, subject to the following terms concerning fees and regulatory requirements.
 - a. LOWER TULE 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 LOWER TULE. Concerning the powers and authorities of a GSA stated in Water Code sections 10725-10726.9, LOWER TULE 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. LOWER TULE 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 LOWER TULE 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 LOWER TULE 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 LOWER TULE as required in this Agreement. CSD agrees that LOWER TULE 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 LOWER TULE or the GSA.

- vi. CSD will be responsible to pay LOWER TULE 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.
- 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 LOWER TULE for any other purpose and will not incur liability for any LOWER TULE assessments charged to LOWER TULE landowners or have the right to receive any surface water from LOWER TULE, except as otherwise specifically provided herein.
- 5. Cost Recovery: CSD acknowledges that LOWER TULE 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. LOWER TULE 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 LOWER TULE 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 LOWER TULE. The amount of \$1,000 shall be due on execution of this agreement by both LOWER TULE 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 LOWER TULE. 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 LOWER TULE. 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 LOWER TULE 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 LOWER TULE 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 LOWER TULE 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: LOWER TULE 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. LOWER TULE 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 LOWER TULE Programs: If LOWER TULE establishes a program for the purposes of increasing the allowed safe yield within the LOWER TULE 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 - LOWER TULE 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 LOWER TULE and CSD, LOWER TULE 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 LOWER TULE 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 LOWER TULE 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 LOWER TULE 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 LOWER TULE will impose, levy and charge its property owners for groundwater pumped above applicable safe yield.

Groundwater Pumping Data: CSD agrees to provide LOWER TULE 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 LOWER TULE 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 LOWER TULE any surface water diversions under Water Code Section 10726. CSD agrees that LOWER TULE 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 LOWER TULE or the GSA.

LOWER TULE 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. LOWER TULE will account for water from CSD that is returned, such as WWTP effluent, in calculating the safe yield for CSD. LOWER TULE 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 LOWER TULE 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.

7. No Guarantee of Water Quantity or Water Quality: This Agreement is for the purposes of compliance with the Act. LOWER TULE is not agreeing that any specific quantity of water or water of any specific quality will be available.
8. GSA Meetings: LOWER TULE will inform CSD of all GSA meetings, LOWER TULE Board meetings where GSA or GSP matters will be discussed, GSA Planning Commission meetings, and meetings involving Tule Subbasin MOU Group in advance. LOWER TULE 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. LOWER TULE 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.
9. GSA Planning Commission: LOWER TULE 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 LOWER TULE 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 LOWER TULE 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.

10. 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.

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

CSD agrees that it shall indemnify and hold harmless LOWER TULE 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.

11. 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 LOWER TULE must also be paid prior to termination by CSD. LOWER TULE acknowledges and stipulates that CSD, after execution of this Agreement, has the right to withdraw from the LOWER TULE 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 LOWER TULE shall not object or take any actions in contravention of this right.
12. 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.
13. 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.
14. 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.

Lower Tule River Irrigation District
Attn: General Manager

Tipton Community Services District
Attn: Board President

357 E. Olive Avenue
Tipton, CA 93272

263 S. Graham Road
Tipton, CA 93272

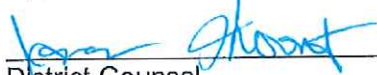
15. Construction: This MOU reflects the contributions of all parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
16. No Third Party Beneficiaries Intended: Unless specifically set forth, the parties to this MOU do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
17. 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.
18. 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.
19. 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.
20. 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.

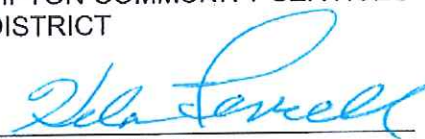
LOWER TULE RIVER IRRIGATION
DISTRICT


General Manager

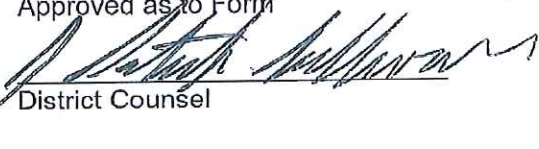
Approved as to Form


District Counsel

TIPTON COMMUNITY SERVICES
DISTRICT


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 Lower Tule River Irrigation District, an irrigation district organized under the laws of the State of California, referred to herein as "LOWER TULE" and the Woodville 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, LOWER TULE 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, LOWER TULE and PUD are each authorized by the Act to exercise powers related to groundwater management within their jurisdictional boundaries; and

WHEREAS, at this time LOWER TULE 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 LOWER TULE; 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.

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 LOWER TULE. LOWER TULE intends to form a GSA and to provide statutory notice under the Act of its GSA boundaries. Parties are agreeing the LOWER TULE GSA boundaries will include the territory of the Lower Tule River Irrigation District, PUD, and other public utility districts or community service districts that agree to participate. A map stating the boundaries of the LOWER TULE GSA will be prepared as part of the GSA application. By executing this Agreement, PUD is agreeing it will be part of the LOWER TULE GSA, subject to the following terms concerning fees and regulatory requirements.
 - a. LOWER TULE 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 LOWER TULE. Concerning the powers and authorities of a GSA stated in Water Code sections 10725-10726.9, LOWER TULE 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. LOWER TULE 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 LOWER TULE 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 LOWER TULE 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 LOWER TULE as required in this Agreement. PUD agrees that LOWER TULE 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 LOWER TULE or the GSA.

- vi. PUD will be responsible to pay LOWER TULE 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.

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 LOWER TULE for any other purpose and will not incur liability for any LOWER TULE assessments charged to LOWER TULE landowners or have the right to receive any surface water from LOWER TULE, except as otherwise specifically provided herein.

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Attn: General Manager

Woodville Public Utilities District
Attn: Board President

357 E. Olive Avenue
Tipton, CA 93272

16716 Avenue 168
Woodville, CA 93258

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17. 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.
18. 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.
19. 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.
20. 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.

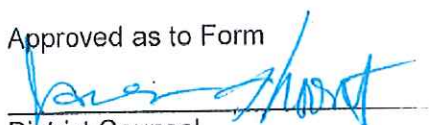
LOWER TULE RIVER IRRIGATION
DISTRICT DISTRICT

WOODVILLE PUBLIC UTILITY


General Manager


Board President

Approved as to Form


District Counsel

Approved as to Form


District Counsel

COPY

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: LOWER TULE RIVER IRRIGATION
357 E OLIVE AVE
TIPTON, CA 93272

Order # 0001386977

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

I, Allyn Calhoun
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.

Allyn Calhoun

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 11:00 a.m., July 12,
2016, a public hearing will be held
by the Board of Directors (Board) of
the Lower Tule River Irrigation
District (District) at the Lower Tule
River 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 #1386977

RECEIVED
JUL 08 2016

BY: _____

LOWER TULE RIVER IRRIGATION DISTRICT

RESOLUTION NO. 2016-7-1

RESOLUTION OF THE LOWER TULE RIVER 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 Lower Tule River 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, Lower Tule River Irrigation District held a public hearing on July 12, 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, Lower Tule River 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 LOWER TULE RIVER IRRIGATION DISTRICT does hereby resolve, declare and order as follows:

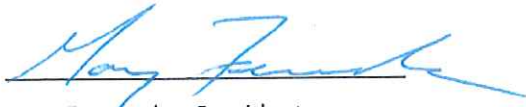
1. Lower Tule River Irrigation District hereby elects to become a groundwater sustainability agency and undertake sustainable groundwater management in the portion of the Tule Subbasin (DWR Subbasin 5-22.13) underlying Lower Tule River Irrigation District's boundary.
2. Lower Tule River Irrigation District shall develop an outreach program to include all stakeholders to ensure all beneficial uses and users of groundwater are considered.
3. The Lower Tule River 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 Lower Tule River Irrigation District are authorized to submit to DWR on behalf of Lower Tule River 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 Lower Tule River Irrigation District's notification of its election to be a GSA and such notification shall include: the boundaries of the subbasin that the Lower Tule River Irrigation District intends to manage, which shall include lands within Lower Tule River 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 BARCELLOS, seconded by Director COSTA, and authorized by the following vote, to wit:

AYES:	Fernandes, Roeloffs, Garcia, Barcellos, Costa
NOES:	0
ABSTAIN:	0
ABSENT:	0

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 12 of July, 2016

WITNESS my hand and seal of said Board of Directors this 12 of July, 2016



Gary Fernandes, President

CERTIFICATION

I, Daniel G. Vink, the duly qualified Secretary of the Lower Tule River 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 12th 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 12th day of July 2016.


Daniel G. Vink, Secretary