

APPENDIX B

GSA Formation and Interagency Agreement Documentation

- B1:** Advisory Committee Bylaws
- B2:** Notice of Intent to Develop a Groundwater Sustainability Plan
- B3:** GSA Notification (Amended)
- B4:** Signed Memorandum of Understanding
- B5:** County of San Diego Notice of Election to Become a Groundwater Sustainability Agency
- B6:** Borrego Water District Notice of Election to Serve as Groundwater Sustainability Agency

Until a final judgment is entered by the Court in this action and all appeals are complete, the interim Watermaster shall assume all responsibility for the sustainable management of the Basin as set forth in the proposed Stipulated Judgment. During this time, the GSA (with only Borrego Water District as the remaining member) will be dormant, and thus the GSA will not perform any groundwater management actions or assess any fees or assessments. Upon entry of the Stipulated Judgment establishing the Watermaster, BWD is to withdraw as a GSA by notifying the Department under Water Code section 10723.8(e).

APPENDIX B1
Advisory Committee Bylaws



**BORREGO VALLEY
GROUNDWATER SUSTAINABILITY PLAN
ADVISORY COMMITTEE
BY-LAWS**



Adopted and approved at the June 29, 2017 Borrego Valley GSP Advisory Committee Meeting:

Article 1 PURPOSE AND FORMATION of the ADVISORY COMMITTEE

Section A – On September 20, 2016, the Board of Directors of the Borrego Water District (District) approved a Memorandum of Understanding (MOU) between the County of San Diego (County) and the District, which memorialized each agency’s role and responsibilities for developing a Groundwater Sustainability Plan (GSP) for the Borrego Valley Groundwater Basin (Borrego Basin). On October 19, 2016, the Board of Supervisors of the County also approved the MOU, thereby establishing a multiple-agency Groundwater Sustainability Agency (GSA) responsible for developing and implementing a GSP for the Borrego Basin. The MOU establishes a Core Team comprised of County and District staff tasked with coordinating the activities of the Borrego Basin GSP Advisory Committee (AC).

Section B – In consideration of the interests of all beneficial uses and users of groundwater in the basin, stakeholder engagement and education of both stakeholders and the general public will be conducted in part via the deliberations of the AC pursuant to California Water Code Section 10723.2. The purpose of the AC is to provide input to aid in the development of the planning and policy recommendations contained in the GSP. As information supporting the GSP is prepared by the GSA, these items will be brought before the AC for discussion, analysis, and recommendations.

Section C – The AC is a non-partisan, non-sectarian, non-profit advisory organization. The AC is not empowered by ordinance, establishing authority, or policy to render a binding decision of any kind.

Section D – The AC is advisory to the Core Team. The Core Team will develop a GSP that meets the requirements of SGMA and is acceptable to the District and to the County. The GSP shall include, but not be limited to, groundwater use enforcement measures, a detailed breakdown of each GSA Party’s responsibilities for Plan implementation, anticipated costs of implementing the Plan, and cost recovery mechanisms, if necessary.

Article 2 MEMBERSHIP AND TERM OF OFFICE

Section A – The AC shall consist of individuals with backgrounds in developing, deliberating, planning, and/or advocating for sustainable use of groundwater in the Borrego Basin, under the requirements of SGMA.

Section B – The AC is limited to nine (9) members as established in the MOU. Potential representatives shall be nominated by the following six (6) Stakeholder Organizations and shall be apportioned as follows:

- (1) Four members nominated by the Borrego Water Coalition and filling the following representative roles- 1 agricultural member; 1 recreation member; 1 independent pumper; 1 at large member,
- (2) One member nominated by the Borrego Springs Community Sponsor Group,
- (3) One member nominated by the Borrego Valley Stewardship Council,
- (4) One member nominated by the Borrego Water District Board of Directors who is not an employee or elected official –to represent ratepayers/property owners,
- (5) One member nominated by the County of San Diego who is not an employee or elected official –to represent the Farm Bureau, and
- (6) One member nominated by the California State Parks, Colorado Desert Region – to represent the Anza-Borrego Desert State Park.

Each person nominated to the AC by the above Stakeholder Organizations must be endorsed by the Board of Directors of the District and the Director of Planning & Development Services (PDS) of the County before serving on the AC. Substitution of an alternate for an endorsed AC Member is not permitted. Only endorsed Members may serve on the AC.

Section C – Each AC Member shall serve a term, which shall run concurrently with the development and completion of the GSP.

Section D - A vacancy shall be recognized for any AC Member who: (1) dies; (2) resigns; (3) has unexcused absences from more than three of the scheduled AC meetings within a single calendar year; (4) misses three meetings in a row; (5) regularly fails to abide by the discussion covenants of the AC; (6) violates the Ralph M. Brown Act; or (7) fails to exercise the purpose and authority of the AC as

described in Article 1 above. The AC shall notify the Core Team if a position is deemed vacant pursuant to items 1-4 above, or if the AC recommends the removal of a member as related to items 5-7 above. If a vacancy occurs, the Stakeholder Organization may nominate another AC member appointee for that position that must then be endorsed by the District Board and County Director of PDS. The new appointee member shall serve through the development and completion of the GSP.

Article 3 DUTIES

The AC shall have the following duties and responsibilities:

- (1) Serve as a resource to the Core Team on GSP development issues for the Borrego Basin;
- (2) Advise in the formation of the planning and policy recommendations to be included in the GSP. This may include reviewing technical materials and providing comment, data, and relevant local information to the GSA related to Plan development; assisting in communicating concepts and requirements to the stakeholder constituents that they represent; providing comments on materials and reports prepared; assisting the Core Team to anticipate short- and long-term future events that may impact groundwater sustainability, trends and conditions that will impact groundwater management;
- (3) Participate in AC and Core Team public decision-making meetings, expected to occur on an approximately quarterly basis or as needed during GSP development.

Article 4 STRUCTURE

Section A – AC meetings will be facilitated by a facilitator from the California State University, Sacramento, Center for Collaborative Policy (“CCP”) or other such facilitator acceptable to the Core Team. The Facilitator shall convene the meeting, establish the existence of a quorum and oversee the meeting to insure the timely completion of the published agenda. If for any reason, the Facilitator cannot facilitate at a particular meeting, a Core Team member shall assume the facilitation responsibilities assigned above to the facilitator.

Section B – The Facilitator, in consultation with the AC, shall assign coordinating duties and/or specific tasks to subcommittees of the AC as necessary. The Facilitator will work with the Core Team to

determine a meeting schedule, develop meeting materials, coordinate communications to the AC in advance of meetings, and other similar organizational responsibilities.

Section C – The District shall assign staff to record the minutes of all AC meetings, maintain a list of all active representatives, handle committee correspondence, and keep records of actions as they occur at each meeting. It is the responsibility of the Core Team staff assigned to the AC to assure that posting of meeting notices in a publicly accessible place for 72 hours prior to an AC meeting, to keep a record of such posting, and to reproduce and distribute the AC notices and minutes of all meetings.

Article 5 ORGANIZATIONAL PROCEDURES

Section A – Robert’s Rules of Order govern the operation of the AC in all cases not covered by these by-laws, the AC may formulate specific procedural rules of order to govern the conduct of its meetings.

Section B – Any voting is on the basis of one vote per AC member. No proxy or absentee voting is permitted.

Section C – All AC recommendations regarding the GSP shall be made by consensus. Consensus is achieved when AC participants indicate that they are at Levels 1-4 (not Levels 5 or 6) as described below. If after multiple attempts, the AC deems consensus improbable among the AC members on a particular matter, the issue will be returned to the Core Team without a recommendation.

Levels of consensus are as follows:

1. I can say an **unqualified ‘yes’** to the decision. I am satisfied that the decision is an expression of the wisdom of the group.
2. I find the decision **acceptable**. It is the best of the real options we have available to us.
3. I can **live with** the decision. However, I’m not enthusiastic about it.
4. I do not fully agree with the decision and need to register my view about it. However, I do not choose to block the decision and will **stand aside**. I am willing to support the decision because I trust the wisdom of the group.
5. We need to **do more work** before consensus can be achieved.

6. I do not agree with the decision and feel the need to **block** the decision being accepted as consensus.

Section D – AC meetings shall be held under the following discussion covenants:

- Focus on the future as much as possible.
- All perspectives are valued. You are not required to defend your perspective, but you are asked to share it and to provide supporting rationale.
- All ideas have value. If you believe another approach is better, offer it as a constructive alternative.
- Everyone will have an equal opportunity to participate.
- Everyone will be encouraged to talk.
- One person speaks at a time.
- No side conversations.
- View disagreements as problems to be solved rather than battles to be won.
- Avoid ascribing motives to or judging the actions of others. Please speak about your experiences, concerns, and suggestions. Treat each other with respect.
- Avoid right-wrong paradigms.
- When communicating outside of the AC, Members are asked to speak only for themselves when asked about AC progress unless there has been adoption of concepts or recommendations by the full body.

Section E – A majority of the AC members currently appointed shall constitute a quorum. A quorum is required for an Official Meeting to occur. No consensus vote of the AC shall be considered as reflecting an official recommendation by the AC unless a vote was taken at an Official Meeting.

Section F – All meetings of the AC and its subcommittees are open to the public to the extent required by the Ralph M. Brown Act. Meetings are to be held in accessible, public places in Borrego Springs, California. Notice of all AC meetings shall be posted in a publicly accessible place for a period of 72

hours prior to the meeting. A majority of the AC members shall not use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any AC-related business outside of a public meeting in violation of the Ralph M. Brown Act.

Section G –All members of the AC must abide by these by-laws. The County and District reserve the right to remove members that do not abide by the by-laws.

Article 6 COMPENSATION

Members of the AC shall serve without compensation.

APPENDIX B2
*Notice of Intent to Develop a Groundwater
Sustainability Plan*



County of San Diego

MARK WARDLAW
DIRECTOR

PLANNING & DEVELOPMENT SERVICES
5510 OVERLAND AVENUE, SUITE 310, SAN DIEGO, CA 92123
www.sdcountry.ca.gov/pds
PHONE (619) 694-2362 FAX (619) 694 2555

March 22, 2017

Trevor Joseph, SGM Section Chief
Department of Water Resources
901 P Street, Room 213
Post Office Box 942836
Sacramento, CA 94236

Delivery via E-Mail
(Trevor.Joseph@water.ca.gov)

NOTICE OF INTENT TO DEVELOP A GROUNDWATER SUSTAINABILITY PLAN FOR THE BORREGO VALLEY GROUNDWATER BASIN

Dear Mr. Joseph:

The purpose of this letter is to notify you that the Borrego Valley Groundwater Sustainability Agency (GSA), which comprises the County of San Diego (County) and Borrego Water District (District), intends to develop a Groundwater Sustainability Plan (GSP) for the Borrego Valley Groundwater Basin (BVGB) [Attachment 1] pursuant to California Water Code (Water Code) Section 10727.8. In November 2016, the Department of Water Resources (DWR) acknowledged resolution of the overlapping GSA status of the County and District through the adoption of a Memorandum of Understanding (MOU) between the two agencies, and approved the Borrego Valley GSA as the Exclusive Multi-Agency GSA for the BVGB (DWR Bulletin 118 Groundwater Basin Number 7-24).

To determine the best way to consider the interests of all beneficial uses and users of groundwater, pursuant to Water Code Sections 10723.2 and 10723.4, the Borrego Valley GSA established an ad-hoc advisory committee (AC) to aid in developing and implementing the GSP. The first meeting of the Borrego Valley Sustainable Groundwater Management Act (SGMA) AC occurred on March 6, 2017. In accordance with Water Code Section 10727.8(a), interested parties may participate in the development and implementation of the GSP by attending AC meetings in Borrego Valley and may sign up to receive information about AC meetings and GSP development at the County's SGMA webpage located at: <http://www.sandiegocounty.gov/content/sdc/pds/SGMA/borrego-valley.html>. AC meeting notices will also be posted at the Borrego Post Office, provided to the *Borrego Sun*, and posted to the District's website at: <http://borregowd.org/>.

The Borrego Valley GSA reviewed the Emergency Regulations for Groundwater Sustainability Plans and Alternatives that were adopted by the California Water

Mr. Joseph
March 22, 2017
Page 2

Commission on May 18, 2016 (California Code of Regulations Title 23, Division 2, Chapter 1.5, Subchapter 2, Groundwater Sustainability Plans) and developed a scope of work to comply with these regulations. The GSP will include, among other components, a groundwater model and projects/management actions that will be required to sustainably manage groundwater in the BVGB. The Borrego Valley GSA anticipates compiling and assessing existing data in the coming weeks and finalizing the GSP prior to the January 2020 SGMA-mandated deadline.

If you have any questions, or require additional information, please contact me at (858) 694-3820.

Sincerely,



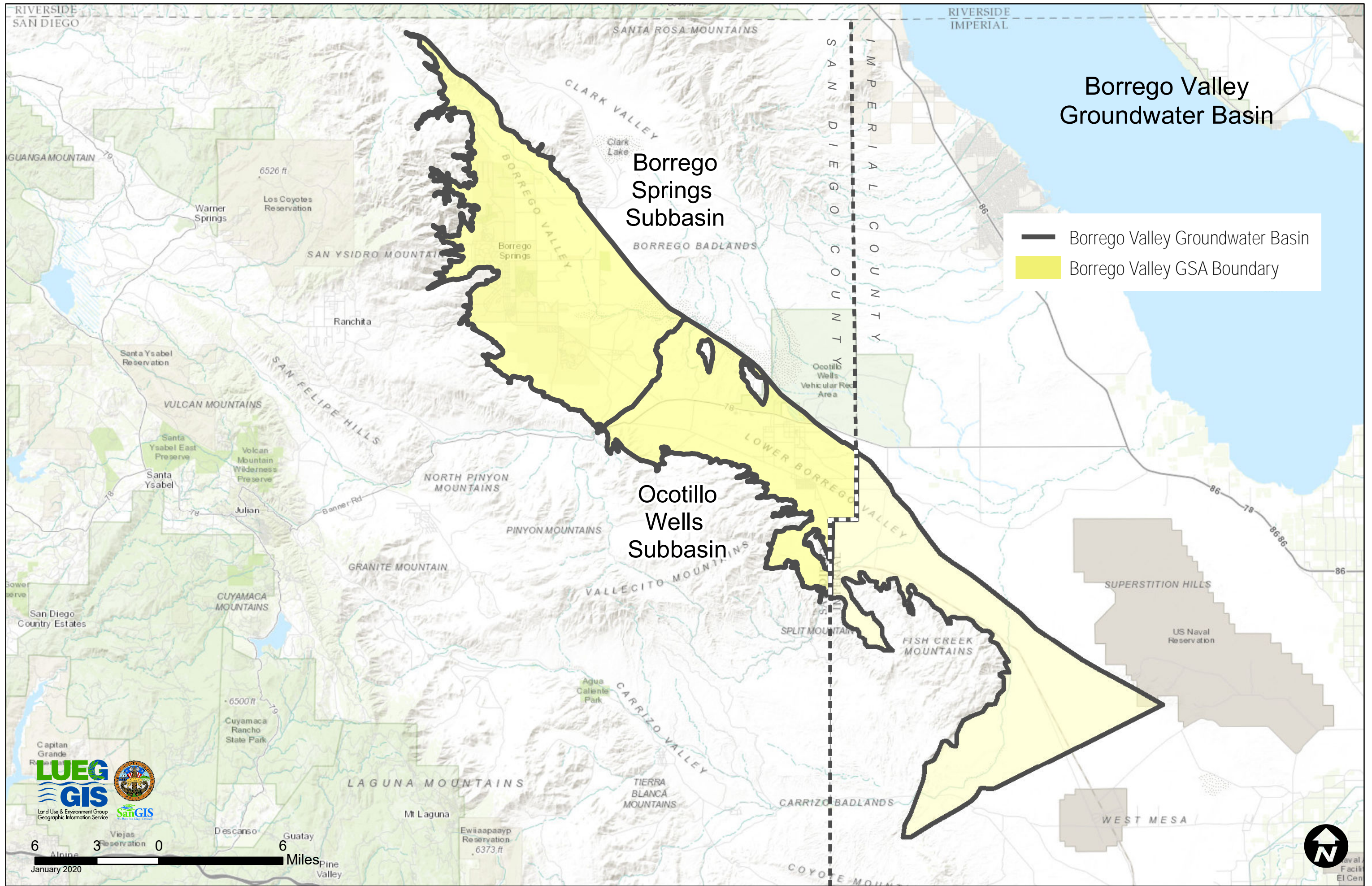
JIM BENNETT, Groundwater Geologist
Planning & Development Services

Attachments:



Attachment 1 – Borrego Valley Groundwater Basin Map

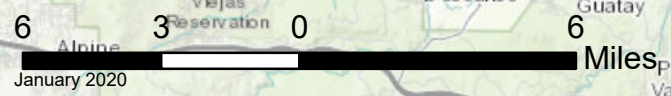
cc.

Geoff Poole, General Manager, Borrego Water District
(geoff@borregowd.org)



Borrego Valley Groundwater Basin

-  Borrego Valley Groundwater Basin
-  Borrego Valley GSA Boundary



January 2020



APPENDIX B3
GSA Notification (Amended)



County of San Diego

MARK WARDLAW
DIRECTOR

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5510 OVERLAND AVENUE, SUITE 310, SAN DIEGO, CA 92123
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PHONE (858) 694-2962 FAX (858) 694-2555

March 22, 2017

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
(Mark.Nordberg@water.ca.gov)

GSA NOTIFICATION (AMENDED): MEMORANDUM OF UNDERSTANDING FOR THE BORREGO VALLEY GROUNDWATER SUSTAINABILITY AGENCY

Dear Mr. Nordberg:

Pursuant to California Water Code (Water Code) Section 10723.8, the County of San Diego (County) provided notice on January 13, 2016 to the California Department of Water Resources (DWR) of the County's decision to become a Groundwater Sustainability Agency (GSA) for the Borrego Valley Groundwater Basin (BVGB) [Attachment 1]. Since Borrego Water District (BWD) also provided notice to become a GSA for BVGB (DWR Basin No. 7-24), the County and BWD collaborated on a Memorandum of Understanding (MOU) to eliminate any overlap in the areas proposed to be managed. This MOU (Attachment 2) was approved by BWD on September 20, 2016 and by the County Board of Supervisors on October 19, 2016 and establishes the Borrego Valley GSA, which is a multi-agency GSA for the BVGB.

In October 2016, DWR released final 2016 modifications to California's basin boundaries (Bulletin 118 Basins [2016 Edits]), which included the subdivision of the BVGB into two separate subbasins (Borrego Springs and Ocotillo Wells). As such, this notification includes a map and GIS files of the proposed Borrego Valley GSA boundary within the limits of the revised basin in San Diego County (Attachment 1).

In addition to eliminating the overlap, the MOU serves to memorialize each agency's roles and responsibilities for developing a single Groundwater Sustainability Plan (GSP) that complies with the requirements of the Sustainable Groundwater Management Act (SGMA) to sustainably manage groundwater in the BVGB. As indicated in the initial notices, the County and BWD intend to work cooperatively to jointly manage groundwater in the basin.

Mr. Nordberg
March 22, 2017
Page 2

Both agencies remain committed to considering the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing a GSP. Each agency further anticipates working collaboratively with stakeholders to develop and implement the GSP for the Borrego Valley Groundwater Basin. To aid this effort, the County and BWD established an advisory committee in spring 2017. In accordance with Water Code Section 10727.8(a), interested parties may participate in the development and implementation of the GSP by attending advisory committee meetings in Borrego Valley and may sign up to receive information about GSP development at the County's SGMA webpage located at: <http://www.sandiegocounty.gov/pds/SGMA.html>.

The County and BWD concur that this agreement does not involve a material change from the information in the posted notices from BWD and the County, yet eliminates the overlap as required by California Water Code Section 10723.8(c).

If you have any questions, or require additional information, please contact the County Groundwater Geologist, Jim Bennett, at (858) 694-3820.

Sincerely,



MARK WARDLAW, Director
Planning & Development Services

Attachments:

Attachment 1 – Borrego Valley Groundwater Basin Map

Attachment 2 – MEMORANDUM OF UNDERSTANDING FOR THE BORREGO VALLEY
GROUNDWATER SUSTABILITY AGENCY

cc.

Jim Bennett, Groundwater Geologist, County of San Diego

(jim.bennett@sdcounty.ca.gov)

Geoff Poole, General Manager, Borrego Water District

(geoff@borregowd.org)

APPENDIX B4
Signed Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
DEVELOPMENT OF A GROUNDWATER SUSTAINABILITY PLAN
FOR THE BORREGO VALLEY GROUNDWATER BASIN**

This Memorandum of Understanding for the Development of a Groundwater Sustainability Plan ("Plan") for the Borrego Valley Groundwater Basin ("MOU") is entered into and effective this 24th day of October, 2016 by and between the Borrego Water District ("District") and the County of San Diego ("County"). The District and the County are each sometimes referred to herein as a "Party" and are collectively sometimes referred to herein as the "Parties."

RECITALS

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

WHEREAS, Act went into effect on January 1, 2015;

WHEREAS, Act seeks to provide sustainable management of groundwater basins, enhance local management of groundwater; establish minimum standards for sustainable groundwater management; and provide local groundwater agencies the authority and the technical and financial assistance necessary to sustainably manage groundwater;

WHEREAS, the Parties have each declared to be a Groundwater Sustainability Agency (GSA) overlying portions of Borrego Valley Groundwater Basin (Borrego Basin), identified as Basin Number 7.24, a Bulletin 118 designated (medium-priority) basin;

WHEREAS, each Party has statutory authorities that are essential to groundwater management and Act compliance;

WHEREAS, Section 10720.7 of Act requires all basins designated as high- or medium-priority basins designated in Bulletin 118 be managed under a Plan or coordinated Plans pursuant to Act;

WHEREAS, Section 10720.7 of Act requires all critically over drafted basins be managed under a Plan by January 31, 2020;

WHEREAS, the California Department of Water Resources (DWR) has identified the Borrego Basin as critically over drafted;

WHEREAS, the Parties intend to eliminate overlap of the Parties by collectively developing and implementing a single Plan to sustainably manage Borrego Basin pursuant to section 10727 et seq. of Act;

WHEREAS, the Parties wish to use the authorities granted to them pursuant to the Act and utilize this MOU to memorialize the roles and responsibilities for developing the Plan;

WHEREAS, it is the intent of the Parties to complete the Plan as expeditiously as possible in a manner consistent with Act and its implementing regulations;

WHEREAS, it is the intent of the Parties to cooperate in the successful implementation of the Plan not later than the date as required by the Act for the Borrego Basin;

WHEREAS, the Parties wish to memorialize their mutual understandings by means of this MOU; and

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, the Borrego Water District and the County of San Diego hereby agree as follows:

I. Purposes and Authorities.

This MOU is entered into by the Parties for the purpose of establishing a cooperative effort to develop and implement a single Plan to sustainably manage the Borrego Basin that complies with the requirements set forth in the Act and its associated implementing regulations. The Parties recognize that the authorities afforded to a GSA pursuant to Section 10725 of the Act are in addition to and separate from the statutory authorities afforded to each Party individually. The Parties intend to memorialize roles and responsibilities for Plan implementation during preparation of the Plan.

II. Definitions.

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

1. "Act" refers to the Sustainable Groundwater Management Act.
2. "Advisory Committee" refers to the stakeholder group created in Section III of the MOU.
3. "Core Team" refers to the working group created in Section III of the MOU.
4. "County" refers to the County of San Diego, a Party to this MOU. The County has designated the Director, Planning & Development Services, or his designee(s), as the County department representative to carry out the terms of this MOU for the County.
5. "District" refers to the Borrego Water District, a Party to this MOU.
6. "DWR" refers to the California Department of Water Resources.
7. "Effective Date" means the date on which the last Party executes this Agreement.
8. "Governing Body" means the legislative body of each Party: the District Board of Directors and the County Board of Supervisors, respectively.
9. "Groundwater Sustainability Plan (Plan)" is the basin plan for the Borrego Basin that the parties to this MOU are seeking to develop and implement pursuant to the Act.
10. "Memorandum of Understanding (MOU)" refers to this agreement.
11. "Party" or "Parties" refer to the County of San Diego and Borrego Water District.

12. "Plan Funding" is the funding necessary for the preparation and implementation of the Plan.
13. "Plan Schedule" includes all the tasks necessary to complete the Plan and the date scheduled for completion.
14. "State" means the State of California.
15. "SWRCB" refers to the State Water Resources Control Board.
16. "Undesirable Result" shall be defined as in the Act Section 10721(x) 1-6

III. Agreement.

This section establishes the process for the Borrego Basin Plan Core Team and the Advisory Committee.

1. Establishment and Responsibilities of the Plan Core Team (Core Team).
 - a. The Core Team shall jointly develop a coordinated Plan. The Plan shall include, but not be limited to, enforcement measures, a detailed breakdown of each Parties responsibilities for Plan implementation, anticipated costs of implementing the Plan, and cost recovery mechanisms (if necessary).
 - b. The Core Team will consist of representatives from each Party to this MOU working cooperatively together to achieve the objectives of the Act. Core Team members serve at the pleasure of their appointing Party and may be removed/changed by their appointing Party at any time. A Party must notify all other Parties to this MOU in writing if that Party removes or replaces Core Team members.
 - c. Each member of the Core Team shall be responsible for keeping his/her respective management and governing board informed of the progress towards the development of the Plan and for obtaining any necessary approvals from management/governing board. Each member of the Core Team shall keep the other member reasonably informed as to all material developments so as to allow for the efficient and timely completion of the Plan.
 - d. Each Core Team member's compensation for their service on the Core Team is the responsibility of the appointing Party.
 - e. The Core Team shall develop and implement a stakeholder participation plan that involves the public and area stakeholders in an Advisory Committee role to aid in developing and implementing the Plan.
 - f. The Core Team will cooperatively work with the Advisory Committee to develop bylaws for the governance of the Advisory Committee. These bylaws are subject to approval by the Core team prior to adoption by the Advisory Committee. The Core Team may establish an appointment process and other administrative procedures for the Advisory Committee, in accordance with District and County policies intended to promote active participation in local

government, and requirements to include stakeholders in the development of the Plan as established in the Act.

- g. The Core Team will be the primary liaison with the Advisory Committee; and will guide Advisory Committee activities.
2. Core Team Meetings.
 - a. The Core Team will establish a meeting schedule and choice of locations for regular meetings to discuss Plan development and implementation activities, assignments, milestones and ongoing work progress.
 - b. The Core Team may establish and schedule meetings of the Advisory Committee to coordinate development and implementation of the Plan.
 - c. Attendance at all Core Team meetings may be augmented to include staff or consultants to ensure that the appropriate expertise is available.
 3. Establishment and Role of the Advisory Committee
 - a. The Parties shall establish an Advisory Committee. The Advisory Committee will provide input to the Core Team on Plan development, including providing recommendations on basin sustainability measures, and the planning, financing, and implementation of the Plan. The Parties will agree on the composition of the Advisory Committee and acknowledge that the Advisory Committee must meet the requirements established in the Act.
 - b. Advisory Committee members will not be compensated for activities associated with the Advisory Committee, Plan development or any activity conducted under this agreement.
 - c. The Advisory Committee that is formed through this process shall be subject to and abide by the California open meeting laws under Government Code sections 54950 et seq., otherwise known as the "Brown Act," in order for the Parties to accept an Advisory Committee's recommendations.
 - d. Meetings of the Advisory Committee shall be held in Borrego Springs, CA.

IV. Interagency Communication.

1. To provide for consistent and effective communication between parties, each Party agrees that a single member from each Party's Core Team will be their central point of contact on matters relating to this MOU. Additional representatives may be appointed to serve as points of contact on specific actions or issues.
2. The Core Team shall appoint a single representative to communicate actions conducted under this agreement to DWR. The appointee shall not communicate formal actions or decisions without prior written approval from the Core Team. This is not intended to discourage informal communications between the Parties

and DWR.

V. Roles and Responsibilities of the Parties.

1. The Parties are responsible for developing a coordinated Plan that meets the requirements of the Act.
2. The Parties will jointly establish their roles and responsibilities for implementing a coordinated Plan for the Borrego Basin in accordance with the Act.
3. The Parties will jointly work in good faith and coordinate all activities to meet the objectives of this MOU. The Parties shall cooperate with one another and work as efficiently as possible in the pursuit of all activities and decisions described in the MOU.
4. Each of the Parties will provide expertise, guidance, and data on those matters for which it has specific expertise or statutory authority, as needed to carry out the objectives of this MOU. Further development of roles and responsibilities of each Party will occur during Plan development.
5. After execution of this MOU as soon as reasonably possible, the Core Team shall mutually develop a timeline that describes the anticipated tasks to be performed under this MOU and dates to complete each task (Plan Schedule); and scope(s) of work and estimated costs for Plan development. The Plan Schedule will allow for the preparation of a legally defensible Plan acceptable to the Parties and include allowances for public review and comment, and approval by governing boards prior to deadlines required in the Act. Due to the critical nature of the Borrego Basin overdraft, both Parties shall make every effort to complete the draft Plan as soon as possible but no later than July 1, 2019. The Plan Schedule shall become part of this MOU through reference. The Plan Schedule will be referred and amended as necessary to conform to developing information, permitting, and other requirements. Therefore, this Plan Schedule may be revised from time to time upon mutual agreement of the Core Team. Costs shall be funded and shared as outlined in Section VI.
6. The Parties recognize that they may disagree as to the composition of the Plan and/or the timelines/methods for implementing the Plan. In the event that the Parties have attempted, in good faith, to resolve the matter on their own and are unsuccessful, the Parties agree to jointly seek to use the non-binding mediation services provided by the DWR to address disputes arising under the Act, to the extent that such services are available. If non-binding mediation from the DWR is not available or if either Party believes it would be more useful to consult with the State Water Resources Control Board ("SWRCB"), the Parties agree to request non-binding mediation from the Chair of the SWRCB or another Member designated by the Chair who is acceptable to both Parties. The Parties recognize that the failure to timely complete a Plan or to achieve any of the other milestones in the Act may result in intervention by the SWRCB.

VI. Contracting and Funding for Plan Development.

1. The Parties shall mutually develop a scope of work, budget, cost sharing agreement and cost recovery plan ("Plan Funding") for the work to be undertaken pursuant to this MOU. The Plan Funding shall be included and adopted in the final Borrego Basin Plan. Both the budget and cost sharing agreement shall be determined prior to any substantial financial expenditures or incurrence of any financial obligations related to consultant costs.
2. Specifically, to fulfill the requirements of the Act, the Core Team will jointly prepare and agree upon a scope of work for the consultants needed to prepare the Plan. The Parties agree that any work contracted for the purpose of developing the Plan shall be a cooperative effort.
3. The County shall hire consultant(s) to complete required components of the Plan. The contracting shall be subject to the County's competitive bid process and be subject to auditing by the County's Auditor and Controller.
4. Within the parameters of the County's contracting regulations, policies and procedures, the Core Team will be cooperatively involved in the evaluation, selection and oversight of the consultant(s).
5. Each Party is free to retain other consultants for its own purposes and at its own cost, *provided that* each Party consults with the other Party before conducting such work. The scope of any such work may not conflict with or duplicate work performed under this MOU. Nothing in this agreement prohibits either Party from exercising its statutory authorities afforded to each Party individually.
6. The Parties agree that each Party will bear its own staff costs to develop the Plan.

VII. Approval.

1. The Parties agree to make best efforts to adhere to the required Plan Schedule and will forward a final Borrego Basin Plan to their respective governing boards for approval and subsequent submission to DWR for evaluation as provided for in Act.
2. Approval and amendments will be obtained from the District Board of Directors prior to submission to the County Board of Supervisors.
3. Each Governing Board retains full authority to approve, amend, or reject the proposed Plan, provided the other Governing Board subsequently confirms any amendments, but both Parties also recognize that the failure to adopt and submit a Plan for the Basin to DWR by January 31, 2020 risks allowing for state intervention in managing the Basin.
4. The Parties agree that they will use good-faith efforts to resolve any issues that one or both Governing Boards may have with the final proposed Plan for the Basin in a timely manner so as to avoid the possibility of state intervention. An amendment to this MOU is anticipated upon acceptance of the Borrego Basin Plan by both Governing Boards.

VIII. Staffing.

Each Party agrees that it will devote sufficient staff time and other resources to actively participate in the development of the Plan for the Basin, as set forth in this MOU.

IX. Indemnification.

1. Claims Arising From Sole Acts or Omissions of County.

The County of San Diego (County) hereby agrees to defend and indemnify the District, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "District"), from any claim, action or proceeding against District, arising solely out of the acts or omissions of County in the performance of this MOU. At its sole discretion, District may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this MOU. The District shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims Arising From Sole Acts or Omissions of the District.

The District hereby agrees to defend and indemnify the County of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of District in the performance of this MOU. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve the District of any obligation imposed by this MOA. County shall notify District promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising From Concurrent Acts or Omissions.

The County of San Diego ("County") hereby agrees to defend itself, and the District hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and District. In such cases, County and District agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

4. Joint Defense.

Notwithstanding paragraph 3 above, in cases where County and District agree in writing to a joint defense, County and District may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of District and County. Joint defense counsel shall be selected by mutual agreement of County and District. County and District agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and District further agree that neither party may bind the other to a settlement agreement without the written consent of both County and District.

5. Reimbursement and/or Reallocation.

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and District may seek reimbursement and/or reallocation

of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

X. Litigation.

In the event that any lawsuit is brought against either Party based upon or arising out of the terms of this MOU by a third party, the Parties shall cooperate in the defense of the action. Each Party shall bear its own legal costs associated with such litigation.

XI. Books and Records.

Each Party shall have access to and the right to examine any of the other Party's pertinent books, documents, papers or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party's obligations pursuant to this Agreement, *providing that* nothing in this paragraph shall be construed to operate as a waiver of any applicable privilege.

XII. Notice.

All notices required by this Agreement will be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and the District at their respective addresses as follows:

For the District:

General Manager
Borrego Water District
PO Box 1870
806 Palm Canyon Drive
Borrego Springs, CA 92004

For the County:

San Diego County
Administrative Officer
San Diego County
1600 Pacific Highway
San Diego, CA 92101

With a copy to:

David Aladjem
Downey Brand LLP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814

With a copy to:

Justin Crumley, Senior Deputy
Office of County Counsel
1600 Pacific Highway, Rm 355
San Diego, CA 92101

Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

All notices will be effective upon receipt and will be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XIII. Miscellaneous.

1. Term of Agreement. This MOU shall remain in full force and effect until the date upon which the Parties have both executed a document terminating the provisions of this MOU.
2. No Third Party Beneficiaries. This Agreement is not intended to, and will not be construed to, confer a benefit or create any right on a third party, or the power or right to bring an action to enforce any of its terms.
3. Amendments. This Agreement may be amended only by written instrument duly signed and executed by the County and the District.
4. Compliance with Law. In performing their respective obligations under this MOU, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.
5. Jurisdiction and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this MOU shall be brought and maintained to the extent allowed by law in the County of San Diego, California.
6. Waiver. The waiver by either party or any of its officers, agents or employees, or

the failure of either party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement, unless such waiver is expressly set forth in writing in a document signed and executed by the appropriate authority of the County and the District.

7. Authorized Representatives. The persons executing this Agreement on behalf of the parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective party and to bind their respective party to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective party understand that both parties are relying on these representations in entering into this Agreement.
8. Successors in Interest. The terms of this Agreement will be binding on all successors in interest of each party.
9. Severability. The provisions of this Agreement are severable, and the adjudicated invalidity of any provision or portion of this Agreement shall not in and of itself affect the validity of any other provision or portion of this Agreement, and the remaining provisions of the Agreement shall remain in full force and effect, except to the extent that the invalidity of the severed provisions would result in a failure of consideration or would materially adversely affect either party's benefit of its bargain. If a court of competent jurisdiction were to determine that a provision of this Agreement is invalid or unenforceable and results in a failure of consideration or materially adversely affects either party's benefit of its bargain, the parties agree to promptly use good faith efforts to amend this Agreement to reflect the original intent of the parties in the changed circumstances.
10. Construction of Agreement. This Agreement shall be construed and enforced in accordance with the laws of the United States and the State of California.
11. Entire Agreement.
 - a. This Agreement constitutes the entire agreement between the County and the District and supersedes all prior negotiations, representations, or other agreements, whether written or oral.
 - b. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand on the date first above

written.

BORREGO WATER DISTRICT

COUNTY OF SAN DIEGO,
a political subdivision of
the State of California

By: Beth A Hart
Beth A. Hart
President, Board of Directors

By: [Signature]
Clerk of the Board of Supervisors

DATE: 10/24/16

APPROVED AS TO FORM AND LEGALITY
BY COUNTY COUNSEL

By: [Signature] 10/19/16
Senior Deputy

Approved and/or authorized by the
Board of Supervisors of the County of San Diego.
Meeting Date: 10/19/16 Minute Order No. 1
By: [Signature] Date: 10/24/16
Deputy Clerk of the Board Supervisors

APPENDIX B5

County of San Diego Notice of Election to Become a Groundwater Sustainability Agency



County of San Diego

MARK WARDLAW
DIRECTOR
PHONE (658) 694-2962
FAX (658) 694-2555

PLANNING & DEVELOPMENT SERVICES
5510 OVERLAND AVENUE, SUITE 310 SAN DIEGO, CA 92129
www.sdcountry.ca.gov/pds

DARREN GRETLER
ASSISTANT DIRECTOR
PHONE (658) 694-2962
FAX (658) 694-2555

January 13, 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)

NOTICE OF ELECTION TO BECOME A GROUNDWATER SUSTAINABILITY AGENCY FOR THE BORREGO VALLEY GROUNDWATER BASIN

Dear Mr. Nordberg:

Pursuant to California Water Code Section 10723.8, the County of San Diego (County), a political subdivision of the State of California, gives notice to the California Department of Water Resources (DWR) of the County's decision to become a Groundwater Sustainability Agency (GSA) and to undertake sustainable groundwater management in the portion of the Borrego Valley Groundwater Basin (DWR Basin No. 7-24) within the boundary of San Diego County. The County overlies a portion of the basin as indicated on the attached map (Exhibit A of Attachment 1).

On January 6, 2016, the County Board of Supervisors held a public hearing in accordance with California Water Code Section 10723(b). The public hearing was noticed in the Daily Transcript in accordance with Government Code Section 6066 (Attachment 2).

After holding the public hearing, the County Board of Supervisors adopted Resolution Number 16-001 (Attachment 1) electing to become a GSA over the portion of the Borrego Valley Groundwater Basin within the boundary of San Diego County. No new bylaws, ordinances, or authorities were adopted by the County at that time.

The County is coordinating with Borrego Water District (BWD), which also submitted notice of election to DWR to become a GSA over the Borrego Valley Groundwater Basin within San Diego County. The County and BWD intend to work cooperatively to jointly manage groundwater in the basin. The County of Imperial and Imperial Irrigation District provided notice of election to DWR to become GSAs over the portion of the basin within

Imperial County. It should be noted that BWD and the County intend to submit a basin boundary adjustment under separate cover which will request that DWR adjust the basin boundaries in Bulletin 118-2003.

The County Board of Supervisors authorized the Director of Planning & Development Services to negotiate inter-agency agreements with BWD, the County of Imperial, Imperial Irrigation District, and/or other agencies or entities utilizing groundwater in the Borrego Valley Groundwater Basin, as necessary for the purpose of implementing a cooperative and coordinated governance structure to sustainably manage the basin.

Pursuant to California Water Code Section 10723.2, the County will consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing a Groundwater Sustainability Plan (GSP). An initial list of stakeholders and interested parties include, but are not limited to, the following:

- a) Holders of overlying groundwater rights, including:
 - 1) Agricultural users – 17 property owners encompassing about 3,976 acres.
 - 2) Domestic well owners – About 275 wells within the GSA boundary.
- b) Municipal well operators – No incorporated cities within the GSA boundary.
- c) Public water systems – Borrego Water District.
- d) Local land use planning agencies – County of San Diego and Borrego Springs Community Sponsor Group.
- e) Environmental users of groundwater – Anza-Borrego Desert State Park.
- f) Surface water users, if there is a hydrologic connection between surface and groundwater bodies – No hydrologic connection.
- g) The federal government, including, but not limited to, the military and managers of federal lands – None.
- 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 – Borrego Water District ratepayers and domestic well owners.
- j) Entities listed in Section 10927 that are monitoring and reporting groundwater elevations in all or a part of a groundwater basin managed by the groundwater sustainability agency – The BWD and County have filed and maintain California Statewide Groundwater Elevation Monitoring (CASGEM) monitoring data with the DWR.

The County intends to work cooperatively with stakeholders to develop and implement the GSP for the Borrego Valley Groundwater Basin and will maintain a list of interested parties to be included in the formation of the GSP. By this notification, the County has provided DWR with all applicable information in California Water Code Section

Mr. Nordberg
January 13, 2016
Page 3

10723.8(a). If you have any questions, or require additional information, please contact the County Groundwater Geologist, Jim Bennett, at (858) 694-3820.

Sincerely,



MARK WARDLAW, Director
Planning & Development Services

Attachments:

Attachment 1 – Resolution No. 16-001 (with Exhibit A – Borrego Valley Groundwater Basin Map)

Attachment 2 – Proof of Publication

**Attachment 1 – Resolution No. 16-001
(with Exhibit A – Borrego Valley Groundwater
Basin Map)**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO
BECOME A GROUNDWATER SUSTAINABILITY AGENCY OVER BORREGO VALLEY
GROUNDWATER BASIN.**

WHEREAS, on September 16, 2014, the Sustainable Groundwater Management Act (SGMA) was signed into law and adopted into the California Water Code, commencing with Section 10720, and became effective on January 1, 2015;

WHEREAS, the legislative intent of the SGMA is to provide for sustainable management of groundwater basins and sub-basins defined by the California Department of Water Resources (DWR), to enhance local management of groundwater, to establish minimum standards for sustainable groundwater management, and to provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater;

WHEREAS, Water Code Section 10723(a) authorizes local land use authorities, water suppliers, and certain other local agencies, or a combination of local agencies, overlying a groundwater basin to elect to become a Groundwater Sustainability Agency (GSA) for the basin;

WHEREAS, San Diego County (County) is a local agency qualified to become a GSA under SGMA;

WHEREAS, the County overlies a portion of Borrego Valley (DWR Basin No. 7-24), a DWR-designated medium-priority, non-adjudicated groundwater basin, as shown on the map at Exhibit "A" attached to this Resolution.

WHEREAS, California Water Code Section 10723.8 requires that a local agency electing to serve as a GSA notify DWR of its election to form the GSA and undertake sustainable groundwater management within a basin;

WHEREAS, California Water Code Section 10723.8 mandates that within 90 days of the posting of a notice by DWR of an entity's election to form a GSA, that entity shall be presumed to be the exclusive GSA for that area unless another entity provides notice to DWR of its intent to form a GSA, or notice that the entity has formed a GSA;

WHEREAS, on August 11, 2015 the County of Imperial provided notice to DWR of election to form a GSA within the portion of Borrego Valley that lies within their jurisdiction;

WHEREAS, on October 27, 2015 Borrego Water District (BWD) provided notice to DWR of its election to form a GSA within the portion of Borrego Valley that lies within its jurisdiction;

WHEREAS, California Water Code Section 10724(a) states that if there is an area within the basin that is not within the management area of another entity, the County will be presumed to be the GSA for that area;

WHEREAS, no other entities have jurisdiction over the Borrego Valley Groundwater Basin in its entirety within San Diego County;

WHEREAS, the County intends to work cooperatively with the BWD, the County of Imperial, and community interests to form a GSA over Borrego Valley Groundwater Basin;

WHEREAS, the County is uniquely qualified to become the GSA over that portion of Borrego Valley Groundwater Basin located within the County as a result of its;

- current jurisdiction over the entire extent of Borrego Valley Groundwater Basin within the County of San Diego (reference Exhibit "A");
- experience in regulating groundwater through the San Diego County Groundwater Ordinance (San Diego County Code Title 6, Division 7, Chapter 7 Groundwater), and groundwater monitoring via the County's role of administering and enforcing State standards and local ordinances pertaining to the construction or destruction of any well or boring within the County (Article 4, Section 67 of the San Diego County Code and the California Well Standards Bulletin 74-90); and
- experience regulating groundwater use by making land use decisions based on the availability of groundwater for project use and whether or not the project will negatively impact groundwater quantity or quality.

WHEREAS, establishing the County as a GSA will enable the County to coordinate well permitting and extraction allocations with Groundwater Sustainability Plan (GSP) requirements, apply uniform basin management requirements, and ensure diverse stakeholder interests are represented during GSP development;

WHEREAS, the County is committed to the management of its groundwater resources to create and promote sustainable groundwater use for the residents of the State of California, the County of San Diego, and Borrego Valley, in particular;

WHEREAS, the County held a public hearing on January 6, 2016 after publication of notice pursuant to Government Code Section 6066 to consider adoption of this Resolution; and

WHEREAS, no new bylaws were adopted in conjunction with this Resolution and the County's existing Board of Supervisors will serve for governance purposes of the GSA or until the County and BWD cooperatively adopt a governing structure for a unified GSA; and

WHEREAS, adoption of this Resolution does not constitute a "Project" under the California Environmental Quality Act (CEQA) pursuant to 15060(c)(3) and 15378(b)(5) of the State CEQA Guidelines because it is an administrative action that does not result in any direct or indirect physical change in the environment.

THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of San Diego does hereby elect to become a GSA for the portion of DWR Basin No. 7-24 within the jurisdiction of the County of San Diego, pursuant to California Water Code Section 10723, as shown on Exhibit "A" attached to this Resolution.

BE IT FURTHER RESOLVED that the County shall develop an outreach program to ensure that all beneficial uses and users of groundwater are considered.

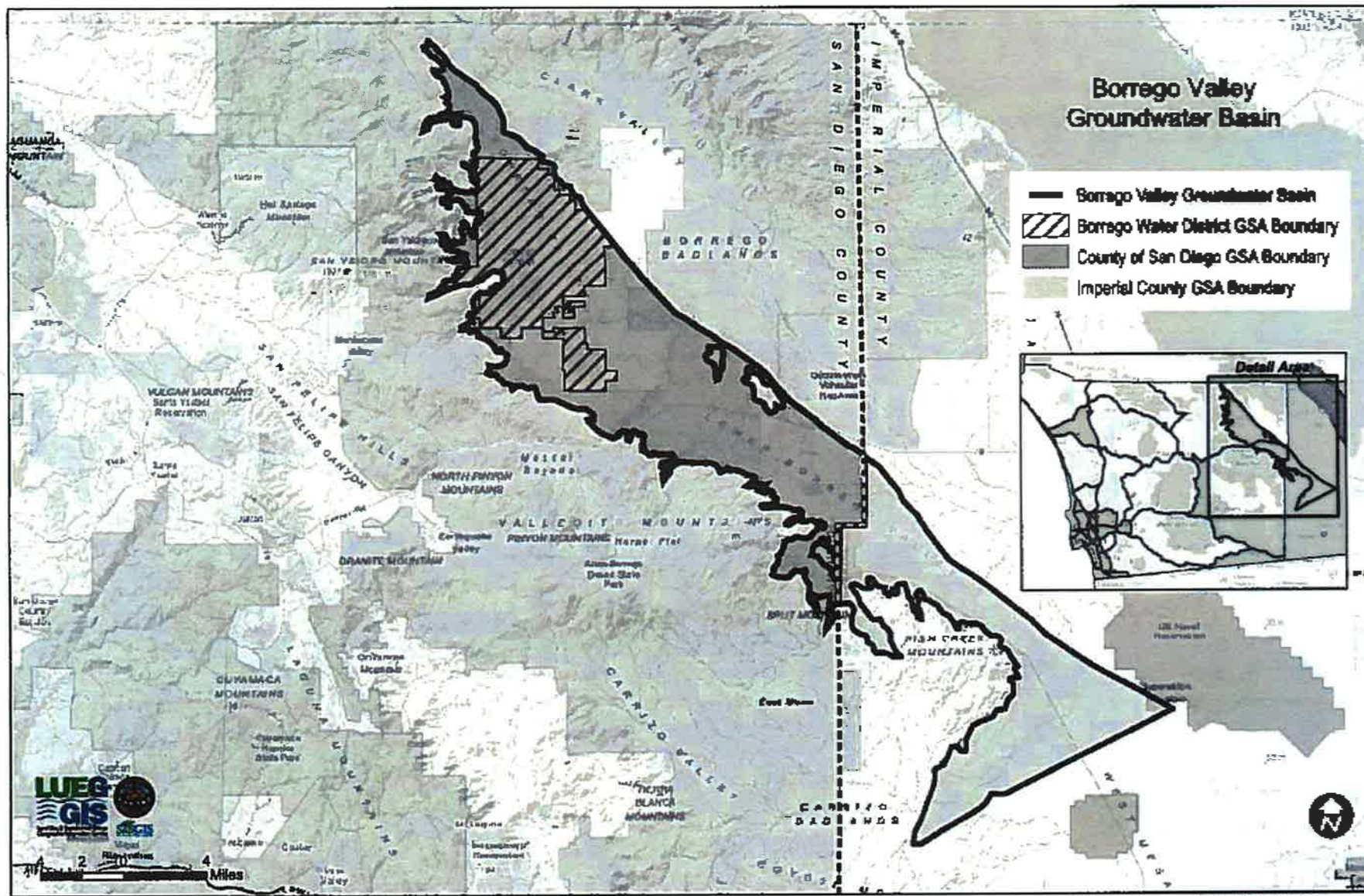
BE IT FURTHER RESOLVED that the Clerk of the Board of Supervisors is hereby directed to submit to DWR, on behalf of the County, a notice of this action to become a GSA and undertake sustainable groundwater management in accordance with SGMA for the portion of DWR Basin No. 7-24 within the jurisdiction of the County of San Diego.

BE IT FURTHER RESOLVED that the notification to DWR shall include the boundary of the portion of DWR Basin No. 7-24 within the jurisdiction of the County of San Diego that the County intends to sustainably manage, a copy of this Resolution, and the initial list of interested parties developed pursuant to California Water Code Section 10723.2, including an explanation of how their interests will be considered in the development and implementation of the GSP.

Approved as to form and legality

Senior Deputy County Counsel
By: Justin Crumley

Exhibit A



ON MOTION of Supervisor D. Roberts, seconded by Supervisor Jacob, the above Resolution was passed and adopted by the Board of Supervisors, County of San Diego, State of California, on this 6th day of January, 2016, by the following vote:

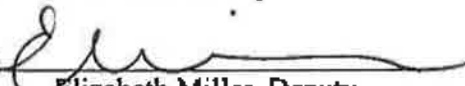
AYES: Cox, Jacob, D. Roberts, R. Roberts, Horn

- - -

STATE OF CALIFORNIA)
County of San Diego)^{SS}

I hereby certify that the foregoing is a full, true and correct copy of the Original Resolution entered in the Minutes of the Board of Supervisors.

DAVID HALL
Clerk of the Board of Supervisors

By: 
Elizabeth Miller, Deputy



Resolution No. 16-001
Meeting Date: 01/06/16 (1)

Attachment 2 – Proof of Publication

THE DAILY TRANSCRIPT

This space for filing stamp only

2652 4TH AVE 2ND FL, SAN DIEGO, CA 92103
Telephone (619) 232-3486 / Fax (619) 270-2503

Jim Bennett
SD CO CLERK OF THE BOARD
1600 PACIFIC HWY., RM. 402
SAN DIEGO, CA - 92101

SD #: 2825264

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of San Diego (County) will consider whether to elect to become a Groundwater Sustainability Agency (GSA) for the Berrigo Valley Groundwater Basin. Pursuant to California Government Code section 6666 and California Water Code section 10723, the resolution to become a GSA will be considered for adoption on January 4, 2016. After the public hearing, the Board may elect to submit a notice of intent for the County to become a GSA to the California Department of Water Resources (DWR). The notice of intent shall be posted by DWR pursuant to Water Code Section 10733.3 and will include a description of the proposed boundaries of the basin for which the County will be the GSA. The Board of Supervisors meets at 9:00 a.m. in Room 310, County Administration Center, 1600 Pacific Highway, San Diego, California. Interested persons are encouraged to review the text of the proposed resolution. A copy of the full text is posted in the office of the Clerk of the Board of Supervisors, Room 402, of the County Administration Center, 12/21, 12/28/15.

SD:2825264#

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SAN DIEGO) ss.

Notice Type: GOV - GOVERNMENT LEGAL NOTICE

Ad Description:

AUTHORIZATION TO BECOME A GROUNDWATER SUSTAINABILITY AGENCY OVER

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of THE DAILY TRANSCRIPT, a newspaper published in the English language in the city of SAN DIEGO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN DIEGO, State of California, under date of 05/13/2003, Case No. GIC808715. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

12/21/2015, 12/28/2015

Executed on: 12/28/2015
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Robert J. Hanklin

Signature



January 2020 A 0 0 0 0 0 3 9 6 7 0 0 3 *

APPENDIX B6

Borrego Water District Notice of Election to Serve as Groundwater Sustainability Agency



BORREGO WATER DISTRICT

October 26, 2015

**Mark Nordberg, GSA Project Manager Senior Engineering Geologist
California Department of Water Resources
P.O. Box 942836
Sacramento, CA 94236
Mark.Nordberg@water.ca.gov**

RE: Notice of Election to Serve as a Groundwater Sustainability Agency

Dear Mr. Nordberg:

Pursuant to Water Code section 10723.8, the Borrego Water District (District), provides this notice of its election to serve as the Groundwater Sustainability Agency (GSA) for the portion of the Borrego Valley Groundwater Basin (number 7-24) within the boundaries of the District and wholly within the County of San Diego, as identified in the attached Exhibit A.

The District is a California Water District formed and operating under the provisions of the California Water Code 35565 and has the authority to exercise powers related to groundwater management. The District adopted an AB3030 Groundwater Management Plan Is 2002. The District territory lies entirely within San Diego County and is the sole source water supply for the unincorporated community of Borrego Springs.

On October 20, 2015, the District held a public hearing to consider applying for the GSA status. The District noticed this hearing in both the bi-weekly Borrego Sun and the daily San Diego Union Tribune newspapers, as required by Water Code section 10723(b). A copy of the notice is provided in Exhibit B.

The District also mailed courtesy copies to the Counties of Imperial and San Diego which are the only other local agencies with groundwater authority in the Bulletin 118-2003 configuration of the Borrego Valley Groundwater Basin. A copy of the resolution through which the District elected to become a GSA is attached as Exhibit C. Please note that, under separate cover, the District, the County of Imperial, and the County of San Diego will jointly request the Department of Water Resources adjust the basin boundaries in Bulletin 118-2003 so as to split the basin so that the District and the County of San Diego will manage the portion within the County of San Diego and the County of Imperial will manage the portion within its boundaries.

The District will work cooperatively with the two Counties, along with all interested stakeholders pursuant to Water Code 10723.2. These interested parties include, but are not limited to, the following:

- a) Holders of overlying groundwater rights
 - 1) agricultural users - 17 property owners encompassing 3,976 acres
 - 2) domestic well owners - approximately 75 wells located within the District boundary
- b) Municipal well operators - no incorporated cities within District boundary
- c) Public water systems - Borrego Water District
- d) Local land planning agencies - San Diego County Department of Planning and Development Services, Borrego Springs Community Sponsor Group
- e) Environmental users of groundwater - Anza-Borrego Desert State Park
- f) surface water users - Anza-Borrego Desert State park
- g) The federal government - none
- h) California Native American Tribes - none
- i) Disadvantaged Communities - all ratepayers of the Borrego Water District
- j) Entities listed in Section 10927 - the Borrego Water District has filed and maintains CASGEM monitoring data with the Department of Water Resources.

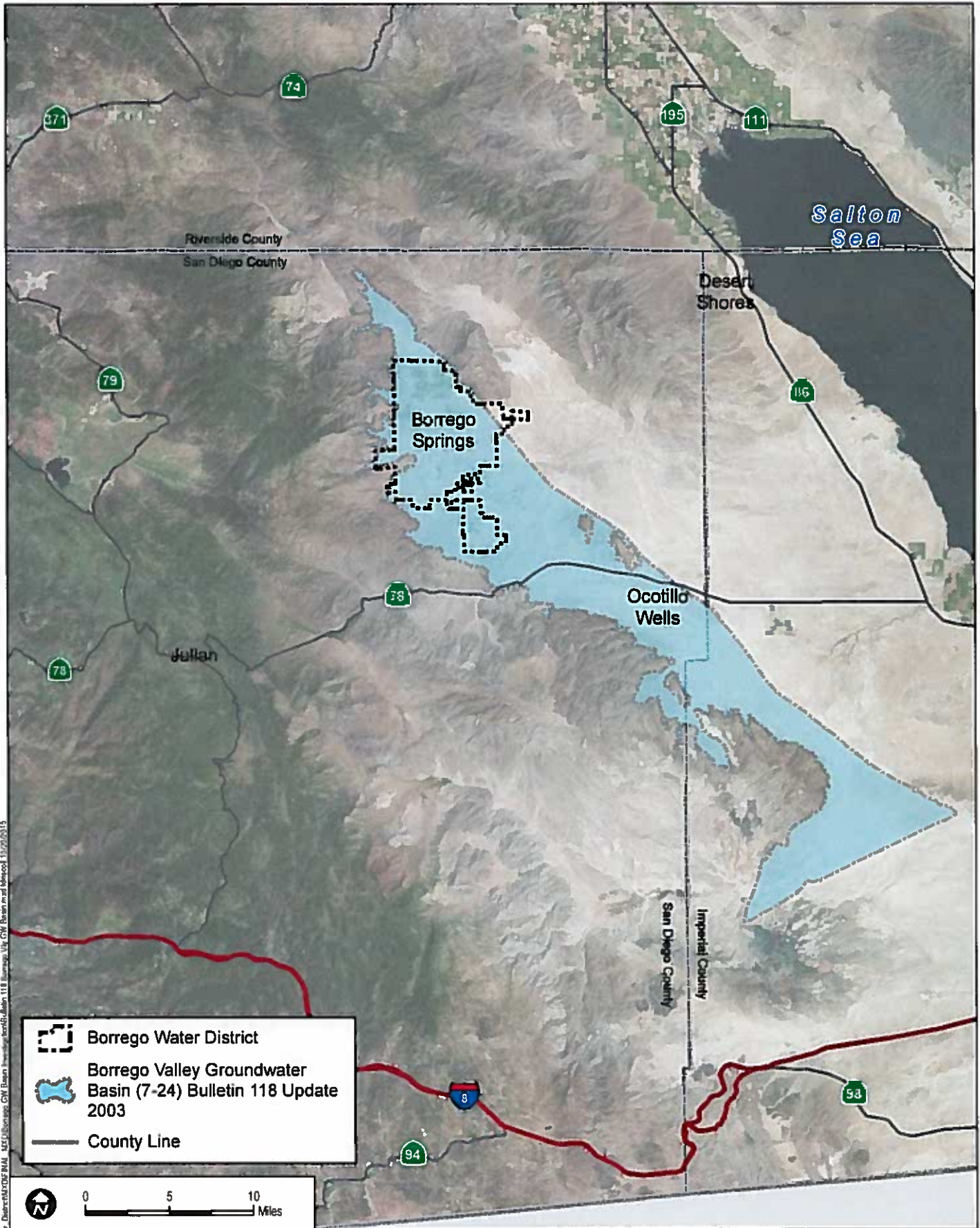
The District will consider the interests of all users of groundwater within its boundaries and will maintain a list of interested parties to be included in the formation of the Groundwater Sustainability Plan.

If the DWR has any question, or requires additional information regarding this notification, please feel free to contact me.

Sincerely,



Jerry Rolwing
General Manager
760/767-5806
jerry@borregowd.org



7: Hydrological/Geological/Geographic - Water District/MPDF/MAP 4251/Borrego_GW_Basin_Imperial/Borrego_Valley_GW_Basin_Imperial/Bulletin_118/Borrego_Valley_GW_Basin_Imperial/Borrego_Valley_GW_Basin_Imperial_11/09/2015

DUDEK

SOURCE: BING 2014; DWR 2003

FIGURE 1

Borrego Valley Groundwater Basin (7-24)

OCTOBER 2015
January 2020

Borrego Water District

RESOLUTION 2015-10-02

Electing to Become a Groundwater Sustainability Agency

WHEREAS the Legislature recently adopted the Sustainable Groundwater Management Act of 2014, which authorizes local agencies to manage groundwater in a sustainable fashion; and

WHEREAS, in order to use the authority granted in the Sustainable Groundwater Management Act, a local agency must elect to become a groundwater sustainability agency; and

WHEREAS, where more than one local agency overlies a groundwater basin, the Sustainable Groundwater Management Act calls on local agencies to cooperate to manage the groundwater basin in a sustainable manner for the common good; and

WHEREAS, the District together with the Counties of Imperial and San Diego overlies the Borrego Valley groundwater basin; and

WHEREAS, it is the intent of the District to work cooperatively with community interests (including but not limited to the Borrego Water Coalition), the County of Imperial, and the County of San Diego, to manage the Borrego Valley groundwater basin in a sustainable fashion; and

WHEREAS, the District has provided informal notice of its intent to serve as a groundwater sustainability agency for the Borrego Valley Groundwater Basin (the "Basin" as defined in DWR Bulletin 118-80) by means of written communications to the Borrego Water Coalition and the Counties of Imperial and San Diego; and

WHEREAS, on October 5th and October 12th, 2015, the District caused notice of its election to serve as a groundwater sustainability agency for the Basin in the *San Diego Union-Tribune*; and

WHEREAS, on October 20, 2015, the District held a public hearing to consider whether it should elect to become a groundwater sustainability agency for the Basin.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Borrego Water District as follows:

1. The District hereby elects to become a groundwater sustainability agency for the Basin.
2. District staff are hereby directed to provide notice of this election to the California Department of Water Resources in the manner required by law.
3. District staff are hereby directed to promptly meet with the Borrego Water Coalition and the Counties of Imperial and San Diego in order to begin the process of developing a groundwater sustainability plan for the Basin. District staff are further directed to develop that plan in consultation and close coordination with the California Department of Water Resources,

the Regional Water Quality Control Board, the State Water Resources Control Board, and other interested stakeholders, as contemplated by the Sustainable Groundwater Management Act.

4. District staff are hereby directed to report back to the Board of Directors at least quarterly on the progress toward developing the groundwater sustainability plan for the Basin. The Board of Directors wishes to move forward aggressively to complete the development of this plan as quickly as may be feasible and to ensure that the groundwater basin will be managed in a sustainable fashion at the earliest possible date.

ADOPTED, SIGNED AND APPROVED this 20th day of October, 2015.



Beth Hart, President
Board of Directors of Borrego Water District

ATTEST:




Joseph Tatusko, Secretary
Board of Directors of Borrego Water District

{Seal}

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

I, Joseph Tatusko, Secretary of the Board of Directors of the Borrego Water District, do hereby certify that the foregoing resolution was duly adopted by the Board of Directors of said District at a regular meeting held on the 20th day of October, 2015, and that it was so adopted by the following vote:

AYES: DIRECTORS: Hart, Brecht, Tatusko, Delahay
NOES: DIRECTORS:
ABSENT: DIRECTORS: Estep
ABSTAIN: DIRECTORS:



Joseph Tatusko, Secretary of the Board of Directors
of Borrego Water District

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

I, Joseph Tatusko, Secretary of the Board of Directors of the Borrego Water District, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2015-10-2, of said Board, and that the same has not been amended or repealed.

Dated: October 20, 2015



Joseph Tatusko, Secretary of the Board of Directors
of Borrego Water District