

WALNUT VALLEY WATER DISTRICT
271 South Brea Canyon Road
Walnut, California 91789

SPECIAL BOARD MEETING – PUBLIC HEARING
TUESDAY, FEBRUARY 28, 2017 – 6:30 P.M.
AGENDA

NOTE: To comply with the Americans with Disabilities Act, if you need special assistance to participate in any Board meeting, please contact the General Manager's office at least 4 hours prior to a Board meeting to inform the District of your needs and to determine if accommodation is feasible.

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance, to take action on any item.

Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review during regular business hours at the District office, located at 271 S. Brea Canyon Road, Walnut, California.

1. Flag Salute
2. Roll Call: Mr. Ebenkamp ____ Mr. Hilden ____ Ms. Kwong ____ Ms. Lee ____ Dr. Wu ____
3. Public Comment Dr. Wu
The Presiding Officer may impose reasonable limitations on public comments to assure an orderly and timely meeting.
 - A. **Agenda Items** - Any person desiring to address the Board of Directors on any Agenda item may do so at the time the item is considered on the Agenda by requesting the privilege of doing so at this time and stating the Agenda item to be addressed. At the time the item is discussed, those requesting to speak will be called to do so.
 - B. **Non-Agenda Items** - At this time the public shall have an opportunity to comment on any non-agenda item relevant to the jurisdiction of the District. Reasonable time limits on each topic and on each speaker are imposed in accordance with Board policy.
4. Introduction of Guests Dr. Wu
5. Public Hearing: Dr. Wu
Consideration, Discussion and Possible Action Regarding Formation of the Spadra Basin Groundwater Sustainability Agency and Approval of Memorandum of Agreement with City of Pomona to Form Spadra Basin Groundwater Sustainability Agency
 - A. Open Public Hearing
 - B. Report by Staff
 - C. Receive Public Comments
 - D. Close Public Hearing
 - E. Consider Adoption of Resolution No. 02-17-640 Approving Formation of the Spadra Basin Groundwater Sustainability Agency and Approval of Memorandum of Agreement with City of Pomona to Form Spadra Basin Groundwater Sustainability Agency
 - (1) Discussion
 - (2) Action Taken

Adjournment

WVWD – Staff Report



TO: Board of Directors
FROM: General Manager
DATE: February 28, 2017
SUBJECT: Consider Adoption of Resolution No. 02-17-640 Approving Formation of the Spadra Basin Groundwater Sustainability Agency and Approval of Memorandum of Agreement with City of Pomona to Form Spadra Basin Groundwater Sustainability Agency

Action/Discussion Fiscal Impact Resolution Information Only

Recommendation

That the Board consider:

- 1) Adoption of Resolution No. 02-17-640 “A Resolution of the Board of Directors of the Walnut Valley Water District deciding to form a “Groundwater Sustainability Agency pursuant to the Sustainable Groundwater Management Act for the Spadra Sub-Basin of the San Gabriel Valley Groundwater Basin” (attached), and;
- 2) Approval of a *Memorandum of Agreement to Establish a Groundwater Sustainability Agency for the Spadra Groundwater Basin* (MOA) with City of Pomona to form the Spadra Basin Groundwater Sustainability Agency (attached).

Background

In 2014, the California Legislature passed the *Sustainable Groundwater Management Act* (SGMA) which establishes a new structure for managing groundwater in California.¹ The main goals of the Act are to achieve sustainable groundwater basins, enhance local management of the groundwater consistent with rights to use or store groundwater and to establish standards for effective and continuous management of groundwater.

Implementation of the Act is achieved through the formation of *Groundwater Sustainability Agencies* (GSAs) and through preparation and implementation of Groundwater Sustainability Plans (GSPs).

Importance to the Region

There are 515 groundwater basins in California—127 of which are medium or high priority—the Department of Water Resources (DWR) prioritized groundwater basins on the basis of overlying population; projected growth of overlying population; public supply wells; total wells; overlying irrigated acreage; reliance on groundwater as the primary source of water; impacts on the groundwater (including overdraft, subsidence, saline intrusion, and other water quality degradation); and any other information determined to be relevant by DWR (refer also to California Water Code Section §10933). Being tributary to the Main San Gabriel Basin, the Spadra Basin is designated as a “high priority” area (map attached). The Spadra Basin is also contiguous to the Puente Basin.

Any local public agency or a combination of local agencies that have water supply, water management, or land use responsibilities in a basin can decide to become a GSA. Discussions regarding the GSA formation for the Spadra Groundwater Basin were initiated in November of 2015 with participation involving agencies that currently take water out of this basin: California State Polytechnic University, Pomona, City of Pomona, and the Walnut Valley Water District (District).

¹ See <http://www.water.ca.gov/cagroundwater/legislation.cfm>

The City of Pomona and the District meet the definition of a local agency under SGMA.

Next Steps

- Agencies that are eligible to participate in the formation of a GSA must have authority over land use planning, water supply or water management. Although only the agencies listed above may form a GSA (either individually or in collaboration), the GSA must consider the interests of all beneficial uses and users of groundwater within the basin.
- The intent of SGMA is to provide local and regional agencies the authority to sustainably manage groundwater.
- If local agencies do not form a GSA within the required timeframe, the State has the authority to develop and implement an interim plan until such time that local agencies assume management over the groundwater basins/sub-basins. Accordingly, the City of Pomona and the District in conjunction with Cal Poly must take steps to form the Spadra Basin Groundwater Sustainability Agency (see attached "Timeline") to ensure management of the Spadra Basin remains locally overseen and managed.
- As the two "local agencies" authorized under SGMA to form a GSA, the District and the City of Pomona must conduct public hearings, with required public notice, to consider the formation of the GSA. The required public hearings to be held under Water Code §10723 (b) for the Spadra Basin GSA formation are scheduled for February 27, 2017, at the City of Pomona, and February 28, 2017, at the Walnut Valley Water District.

Once formed, the GSA will have broad discretionary authority, pursuant to SGMA, to develop and implement a GSP to achieve the sustainability of the Spadra Basin.

Longer Term

The local GSAs must develop and adopt a GSP by January 31, 2022, and demonstrate successful groundwater management by 2042. The purpose of the GSP is to describe the basin's geology, analyze short and long-term trends of the basin's water balance and other measures of sustainability, and compile data necessary to resolve disputes regarding sustainable yield, beneficial uses and water rights.

Fiscal Impact

The initial cost to the District is estimated at \$2,500 to provide startup funding for the Agency's initial operations. Additional contributions will be required over time to develop the Groundwater Sustainability Plan. The City of Pomona and Cal. Poly Pomona will also be providing funding in connection with the GSP development and implementation.

Staff Recommendations for Board Consideration

1. Approval of Resolution No. 02-17-640, wherein the Board will approve the District's formation of the Spadra Basin GSA with the City of Pomona.
2. Approval of the MOA for the purpose of establishing the framework to develop and implement a GSA Plan to sustainably manage the Basin in compliance with the Act's requirements.

Attachments

- Resolution No. 02-17-640
- Memorandum of Agreement to Establish a Groundwater Sustainability Agency for the Spadra Groundwater Basin
- Map of the Spadra Basin
- Formation Timeline

RESOLUTION NO. 02-17-640

RESOLUTION NO. 02-17-640

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WALNUT VALLEY WATER DISTRICT DECIDING TO
FORM A GROUNDWATER SUSTAINABILITY AGENCY
PURSUANT TO THE SUSTAINABLE GROUNDWATER
MANAGEMENT ACT FOR THE SPADRA SUB-BASIN OF
THE SAN GABRIEL VALLEY GROUNDWATER BASIN**

WHEREAS, the California legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act (California Water Code § 10720 et seq.), as amended, which became effective January 1, 2015; and

WHEREAS, pursuant to the Sustainable Groundwater Management Act (SGMA), sustainable groundwater management is intended to occur pursuant to Groundwater Sustainability Plans (GSPs) that are created and adopted by local Groundwater Sustainability Agencies (GSAs); and

WHEREAS, the California Department of Water Resources (DWR) Bulletin 118 identifies the San Gabriel Valley Groundwater Basin as Basin No. 4-013 and the Spadra Basin (“Spadra Basin”) as a sub-basin of that basin; and

WHEREAS, pursuant to California Water Code §10723(a), a Local Agency or combination of Local Agencies, as defined in California Water Code §10721(n), may decide to become or form a GSA; and

WHEREAS, Walnut Valley Water District (WVWD) is a California water district formed under Division 13 of the California Water Code that overlies a portion of the Spadra Basin and is a “Local Agency” as defined by California Water Code §10721(n); and

WHEREAS, the City of Pomona (City) is a charter city that overlies a portion of the Spadra Basin and is a “Local Agency” as defined within California Water Code §10721(n); and

WHEREAS, WVWD and City include the majority of lands which overlie the Spadra Basin; and

WHEREAS, WVWD desires to form a GSA in conjunction with the City, and which may include at a later time other Local Agencies and other legally authorized entities; and

WHEREAS, WVWD held a public hearing on February 28, 2017 pursuant to California Water Code §10723(b), after publication of notice of such hearing pursuant to California Government Code §6066; and

WHEREAS, the City held a public hearing on February 27, 2017 pursuant to California Water Code §10723(b) at which the City's City Council adopted a resolution approving the City's formation of the GSA for the Spadra Basin, in conjunction with WVWD; and

WHEREAS, at the public hearings, WVWD and the City considered oral and written comments to the extent provided by the public; and

WHEREAS, it would be in the best interests of WVWD to form a GSA for the Spadra Basin in conjunction with the City.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Walnut Valley Water District declares and directs:

1. That the foregoing is true and correct.
2. That WVWD herein decides to form a GSA in conjunction with the City of Pomona known as the "Spadra Basin GSA," and which shall have all the powers granted to a GSA pursuant to SGMA.
3. That the GSA created by this resolution shall manage the entirety of the Spadra Basin as depicted in the notification provided to the DWR pursuant to California Water Code §10723.8, and which boundary may be modified from time to time.
4. That the GSA hereby created shall consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing GSPs as required by California Water Code §10723.2.
5. That the GSA hereby created shall establish and maintain a list of persons interested in receiving notices regarding plan preparation, meeting announcements, and availability of draft plans, maps, and other relevant documents, as required by California Water Code §10723.4.
6. That the WVWD Board President or General Manager shall be authorized to execute the "Memorandum of Agreement to Establish a Groundwater Sustainability Agency for the Spadra Basin" or other legal agreement(s) with the City of Pomona, and cause notice to be given to DWR of the decision of WVWD in conjunction with the City of Pomona to create the above referenced GSA.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the Board of Directors of Walnut Valley Water District held on February 28, 2017, Resolution No. 02-17-640 was adopted by the following vote:

AYES: Directors

NOES: Directors

ABSENT: Directors

Allen L. Wu, President
of the Board of Directors

ATTEST:

Michael K. Holmes
Secretary of the Board of Directors

**MEMORANDUM OF AGREEMENT TO ESTABLISH A
GROUNDWATER SUSTAINABILITY AGENCY FOR THE
SPADRA GROUNDWATER BASIN**

MEMORANDUM OF AGREEMENT TO ESTABLISH A GROUNDWATER SUSTAINABILITY AGENCY FOR THE SPADRA GROUNDWATER BASIN

This Memorandum of Agreement (“MOA”) is entered into as of _____, 2017 (“Effective Date”) by and between the City of Pomona (“City”) and Walnut Valley Water District (“WVWD”) to collaborate to meet the requirements of the Sustainable Groundwater Management Act of 2014 in establishing a collaborative management structure for the Spadra Basin (“Basin”). The City and WVWD are collectively referred to herein as “Parties” and individually as a “Party.”

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 of 2014, Water Code Sections 10720 et seq. (“Act”); and

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

WHEREAS, the intent of the Act is to provide sustainable management of groundwater basins, 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; and

WHEREAS, each Party is a governmental entity that produces groundwater from the Basin; and

WHEREAS, the Act requires that all basins not currently managed be managed through the development of Groundwater Sustainability Plans pursuant to the Act; and

WHEREAS, the Basin is not currently managed and the Parties desire to collectively, with other interested stakeholders, develop and implement a Groundwater Sustainability Plan to sustainably manage the Basin’s water resources pursuant to Water Code Sections 10727 et seq.;

NOW, THEREFORE, it is mutually understood and agreed as follows:

Section 1: Purpose and Authorities. This MOA is entered into by the Parties for the purpose of establishing a Groundwater Sustainability Agency under the Act and a framework to develop and implement a Groundwater Sustainability Plan to sustainably manage the Basin in compliance with the Act’s requirements. The Parties hereby create the Spadra Basin Groundwater Sustainability Agency (“Agency”).

Section 2: Definitions. In addition to the terms previously defined, the following terms, whether used in the singular or plural, and when used with initial capitalization, shall have the meanings specified herein:

A. “Executive Committee” refers to the working group created in Section 4(A), below.

B. “Governing Body” means the legislative bodies, i.e. governing boards, of the Parties to this MOA.

C. “Groundwater Sustainability Agency” or “GSA” refers to the agencies created pursuant to Chapter 4 of the Act (Water Code Sections 10723 through 10724, inclusive), including the Agency created hereunder, to implement the Act’s provisions.

D. “Groundwater Sustainability Plan” or “GSP” is the basin plan for the Basin, which the Parties are seeking to develop and implement through this MOA in accordance with the Act.

E. “Implementation Team” refers to the Parties’ staff members who will collaborate in developing the Groundwater Sustainability Plan, as provided in Section 4(B), below.

Section 3: Powers of the Agency: The Agency shall have all powers available to a Groundwater Sustainability Agency under Chapters 5 through 9, inclusive of the Act (Water Code Sections 10725 through 10732, inclusive), which statutes are incorporated herein by this reference. The foregoing powers include the power under Water Code Section 10730 to impose fees on groundwater production to fund the preparation of a Basin study to provide information necessary to develop the GSP.

Section 4: Establishment of the Agency’s Executive Committee and Related Processes:

A. Establishment of the Spadra Basin Groundwater Sustainability Agency Executive Committee.

1. The Parties hereby establish the Spadra Basin GSA Executive Committee. Each Party shall appoint a member to the Executive Committee. To provide for consistent and effective communication among the Parties, each Party agrees that its designated Executive Committee representative is its central point of contact on matters relating to this MOA. The Executive Committee may select an Administrative Officer from among the Parties’ staffs to act as the chief administrative officer of the Agency. Additional representatives may be appointed to serve as points of contact on specific actions or issues.

2. Each Executive Committee member’s compensation for their service on the Executive Committee will be the responsibility of the Party who appoints that member and on whose behalf that member serves.

3. Each Executive Committee member shall serve at the pleasure of the Party that appointed that member, and may be removed from the Executive Committee by that appointing Party at any time.

4. The Executive Committee will meet periodically as needed to carry out the activities described below, but at least annually. The Executive Committee shall establish policies and procedures regarding the conducting of its meetings, including, but not limited to, establishing notice requirements, quorum and required votes on Executive Committee decisions. The Executive Committee will prepare and maintain minutes of its meetings.

5. The Executive Committee shall direct the Implementation Team and any consultants in connection with the development of the Basin's Groundwater Sustainability Plan in accordance with Water Code Sections 10727.2 and 10727.4.

6. The Executive Committee will provide information, guidance, and advice to the Implementation Team regarding the Basin's GSP, on matters such as: (a) developing a GSP that achieves the goals and objectives outlined in the Act; (b) implementing the actions undertaken pursuant to this MOA and resolving any issues related to these actions; (c) measures that may be implemented in the event insufficient or unsatisfactory progress is being made in developing or implementing the Groundwater Sustainability Plan; and (d) to the extent deemed appropriate, developing a stakeholder participation plan (including establishment of an advisory committee) that involves the public and area stakeholders in developing and implementing the GSP.

7. Before a Party may withdraw from this MOA as provided below, the Parties agree to bring any disputes over any of the activities discussed in this MOA to the Executive Committee.

B. Establishment of the Implementation Team.

1. The Parties hereby establish the Implementation Team that will develop a process to direct and coordinate GSP activities, including the development, planning, financing, environmental review, permitting, implementation, and long-term monitoring of the GSP.

2. The Implementation Team will be selected by the Executive Committee from among the staffs of the Parties. Each Implementation Team member shall serve at the pleasure of the Executive Committee and may be removed by majority vote of the Executive Committee at any time.

3. Notwithstanding subdivision 2, above, the Executive Committee may appoint an outside consultant not employed by any Party to serve on the Implementation Team. In that event, the Executive Committee shall determine how the costs for that

consultant are to be equitably allocated among the Parties or among the producers of groundwater from the Basin.

4. Subject to subdivision 3, above, each Implementation Team member's compensation for their service on the Implementation Team is the responsibility of the Party who regularly employs that member.

5. The Implementation Team shall develop and implement, with input and oversight from the Executive Committee, a stakeholder participation plan and related outreach that involves the public and area stakeholders in developing and implementing the GSP. That plan shall include the establishment of an advisory committee pursuant to Water Code Section 10727.8(a) to include representatives of California State Polytechnic University, Pomona and Rowland Water District.

C. Implementation Team Meetings.

1. The Implementation Team will establish a meeting schedule for regular meetings to discuss GSP development and implementation activities, assignments, and ongoing work progress.

2. The Implementation Team may establish committees as it deems necessary to address particular issues and may schedule meetings of committees as it sees fit to coordinate development and implementation of the GSP.

3. Attendance at all Executive Committee and Implementation Team meetings may be augmented to include staff or consultants to ensure that the appropriate expertise is available.

4. The Implementation Team will meet at least quarterly with the Executive Committee, and more frequently as needed, to provide status updates and discuss matters covered in this MOA.

Section 5: Roles and Responsibilities of the Parties:

A. The Parties will work collectively to meet the objectives of this MOA.

B. The Parties will appoint representatives to the Executive Committee and Implementation Team in a timely manner.

C. The Parties will each be responsible for implementing the GSP in their respective jurisdictions.

D. The Parties will coordinate all activities related to fulfillment of the objectives of this MOA. The Parties shall cooperate with one another and work as efficiently as possible in the pursuit of all activities and decisions described in this MOA and those that are not particularly described but which are related to or arise out of the activities that are described.

E. As requested by the Executive Committee or Implementation Team, each of the Parties will provide expertise, guidance, and data on those matters for which it has specific expertise or authority, as needed to carry out the objectives of this MOA.

F. After execution of this MOA, the Implementation Team, with input from the Executive Committee, shall develop a plan that describes the anticipated tasks to be performed under this MOA and a schedule for performing said tasks. That plan and schedule shall become part of this MOA as an exhibit that is incorporated by reference. That plan and schedule may be amended as necessary to conform to developing information, permitting, and other requirements related to development of the GSP. Therefore, the exhibit setting forth that plan and schedule may be revised from time to time upon agreement of the Executive Committee without constituting an amendment to this MOA.

G. The Parties will provide support to the Executive Committee and Implementation Team by contributing staff time, information, and facilities within available resources.

Section 6: Funding:

A. WVWD shall serve as the treasurer for purposes of this MOA. WVWD shall hold all monies to be contributed by the Parties hereunder and shall, upon approval of the Executive Committee, pay all invoices and bills relating to work undertaken and/or services rendered in connection with this MOA.

B. Within seven (7) days after execution of this MOA by the last of the Parties to sign it, each Party shall contribute to the Agency, by payment to WVWD, an initial sum of \$2,500 to provide startup funding for the Agency's initial operations.

C. The Executive Committee shall establish an annual budget and shall determine an equitable cost sharing arrangement among the Parties for work to be undertaken under this MOA. Other than the initial startup contributions set forth in subparagraph B, above, both the budget and cost sharing agreement shall be determined before any further contributions of the Parties shall be required.

Section 7: Termination and Withdrawal:

A. Terminating the Agreement. This MOA may be terminated upon unanimous written consent of all Parties. Upon the termination of this MOA, any remaining funds, after payment of all of the Agency's liabilities, shall be distributed to the Parties in the proportion that each Party contributed to the Agency.

B. Withdrawal. A Party may unilaterally withdraw from this MOA without causing or requiring termination of the MOA, effective upon thirty (30) days' written notice to the remaining Parties' designated addresses as listed in Section 10, below. A Party that has withdrawn from this MOA shall remain obligated to pay its share of expenses and obligations as

outlined in the budget and cost sharing agreement incurred or accrued up to the date the Party's withdrawal is completed.

Section 8: Amendments: This MOA may be amended only by a subsequent writing, approved and signed by all Parties. Approval from a Party is valid only after that Party's Governing Body approves the amendment at a public meeting. Executive Committee Members, Implementation Team Members, and individual Governing Board members do not have the authority, express or implied, to amend, modify, waive or in any way alter the terms and conditions of this MOA.

Section 9: Indemnification: No Party, nor any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOA. The Parties further agree, pursuant to California Government Code section 895.4, that each Party shall fully indemnify and hold harmless each other Party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such Party under this MOA.

Section 10: Notices: Any written communication required or permitted to be given hereunder will be deemed received upon personal delivery, including by overnight delivery, delivery via e-mail or by fax (provided that any e-mail or fax notice must be confirmed telephonically); or forty-eight (48) hours after deposit in any United States mail depository, first class postage prepaid, and addressed to the Party for whom intended as follows:

If to City: City of Pomona
Attn: Director of Public Works
505 South Garey Avenue
Pomona, CA 91766

If to WVWD: Walnut Valley Water District
Attn: General Manager
271 South Brea Canyon Road
Walnut, CA 91789

Section 11: Miscellaneous:

A. Execution in Counterparts. This MOA may be signed in counterparts, or by signatures transmitted by electronic or fax transmission. Such electronic or faxed signatures shall be considered as valid as a wet ink signature.

B. Term of MOA. The term of this MOA is indefinite and will cease existence only upon termination by the Parties pursuant to Section 7 of this MOA.

C. Signing Authority. Each of the Parties represent that the persons signing this MOU have the appropriate authority to execute this MOU and bind the respective Party to the terms contained herein.

D. Governing Law. This MOA is governed by and is to be construed in accordance with the laws of the State of California.

E. Severability. If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

F. Entire Agreement. This MOA constitutes the sole, entire, integrated and exclusive agreement between the Parties regarding the contents herein. Any other contracts, agreements, terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void and of no force and effect.

G. Construction and Interpretation. The Parties agree and acknowledge that this MOA has been developed through negotiation, and that each party has had a full and fair opportunity to revise the terms of this MOA. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this MOA.

IN WITNESS WHEREOF, the Parties have agreed to execute this MOU as
of _____, 2017.

City of Pomona

By: _____

Name: xxx

Its: xxx

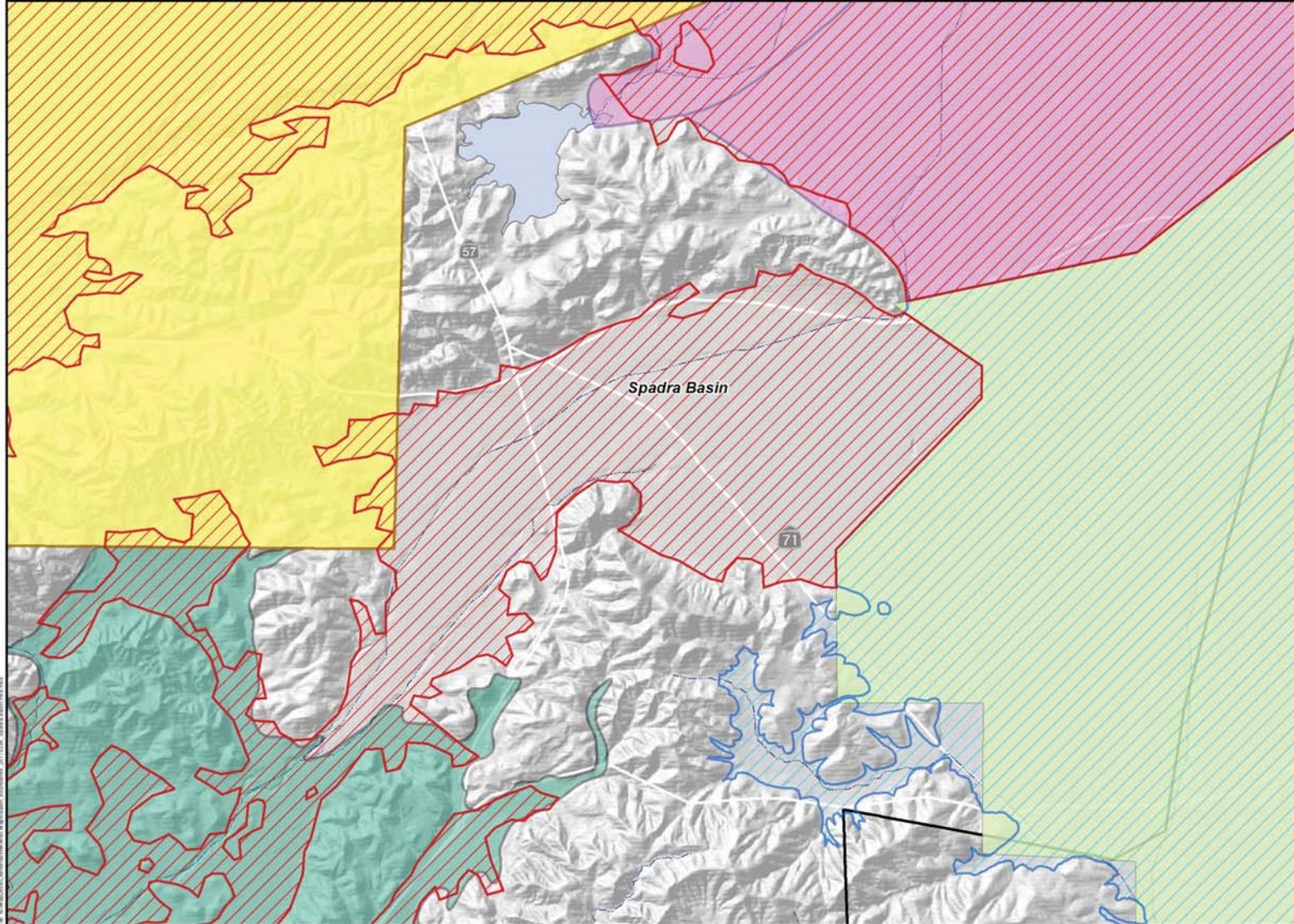
Walnut Valley Water District

By: _____

Name: Michael K. Holmes

Its: General Manager

MAP OF SPADRA BASIN



DWR Bulletin 118 Groundwater Basin Boundaries

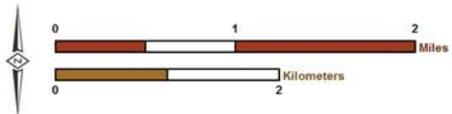
-  San Gabriel Valley Groundwater Basin
-  Upper Santa Ana Valley and Chino Groundwater Basins

Adjudicated Groundwater Basin Boundaries

-  Main San Gabriel Basin
-  Six Basins
-  Puente Basin
-  Chino Basin
-  County Boundary



Prepared by:
 **WEI**
 WILDERMUTH ENVIRONMENTAL, INC.
 Author: LBB
 Date: 20150831



Adjudicated and Bulletin 118 Groundwater Basin Boundaries Surrounding Spadra Basin

Figure 1

FORMATION TIMELINE

**TIMELINE FOR FORMATION OF
SPADRA BASIN GROUNDWATER SUSTAINABILITY AGENCY**

Publish Notice of Hearing on Decision to Form GSA: *(see Govt. Code Section 6066 below)	At least 14 days prior to hearing
Conduct Hearing on Decision to Form GSA:	On or about March 1, 2017
Provide Notice to Dept. of Water Resources Regarding Formation of GSA #(see Water Code Section 10723.8 below for content requirements):	Within 30 days after hearing
Dept. of Water Resources to Post Notice:	March 16, 2017 (at latest)
Dept. of Water Resources 90 Waiting Period:	March 31, 2017 (at latest)
Deadline for Formation (see subdivision (c) of Water Code Section 10723.8, below):	June 30, 2017

The March 31 date is a hard deadline by which the 90 day waiting period must be triggered in order to meet the June 30 deadline for formation. Thus, assuming DWR will take the full 15 days to post the notice, which then triggers the 90 day waiting period, the hearing and notice of formation should be provided to DWR by March 1. It is prudent to build in some cushion, so we should try to have the formation hearing during the week of February 20.

* **Govt. Code Section 6066.** Publication of notice pursuant to this section shall be once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including therein the first day.

Water Code Section 10723.8.

(a) Within 30 days of deciding to become or form a groundwater sustainability agency, the local agency or combination of local agencies shall inform the department of its decision and its intent to undertake sustainable groundwater management. The notification shall include the following information, as applicable:

(1) The service area boundaries, the boundaries of the basin or portion of the basin the agency intends to manage pursuant to this part, and the other agencies managing or proposing to manage groundwater within the basin.

(2) A copy of the resolution forming the new agency.

(3) A copy of any new bylaws, ordinances, or new authorities adopted by the local agency.

(4) A list of interested parties developed pursuant to Section 10723.2 and an explanation of how their interests will be considered in the development and operation of the groundwater sustainability agency and the development and implementation of the agency's sustainability plan.

(b) The department shall post all complete notices received under this section on its Internet Web site within 15 days of receipt.

(c) The decision to become a groundwater sustainability agency shall take effect 90 days after the department posts notice under subdivision (b) if no other local agency submits a notification under subdivision (a) of its intent to undertake groundwater management in all or a portion of the same area. If another notification is filed within the 90-day period, the decision shall not take effect unless the other notification is withdrawn or modified to eliminate any overlap in the areas proposed to be managed. The local agencies shall seek to reach agreement to allow prompt designation of a groundwater sustainability agency. If agreement is reached involving a material change from the information in the posted notice, a new notification shall be submitted under subdivision (a) and the department shall post notice under subdivision (b).

(d) Except as provided in subdivisions (e) and (f), after the decision to be a groundwater sustainability agency takes effect, the groundwater sustainability agency shall be presumed to be the exclusive groundwater sustainability agency within the area of the basin within the service area of the local agency that the local agency is managing as described in the notice.

(e) A groundwater sustainability agency may withdraw from managing a basin by notifying the department in writing of its intent to withdraw.

(f) This section does not preclude the board from taking an action pursuant to Section 10735.6.