

**EASTERN TULE  
GROUNDWATER  
SUSTAINABILITY  
AGENCY JOINT  
POWERS AUTHORITY**

Eric Borba  
*Chairman  
Porterville Irrigation District*

Steve Kisling  
*Vice-Chairman  
Saucelito Irrigation District*

Dennis Townsend  
*County of Tulare*

Monte Reyes  
*City of Porterville*

Matthew Leider  
*Teapot Dome Water District*



**Meeting of the Authority  
Board of Directors**

Thursday, December 3, 2020  
Convenes at 2:00 p.m.

[www.eastertulegsa.com](http://www.eastertulegsa.com)  
[info@eastertulegsa.com](mailto:info@eastertulegsa.com)

Curt Holmes  
*Kern-Tulare Water District*

Geoffrey C. Galloway  
*Terra Bella Irrigation District*

Dyson Schneider  
*Vandalia Water District*

John Corkins  
*White Area*

Rogelio Caudillo  
*General Manager*

Aubrey Mauritson  
*Legal Counsel*

**Zoom Videoconference:**

Join Zoom Meeting  
<https://us02web.zoom.us/j/84957227919>

Meeting ID: 849 5722 7919

**By Phone:**  
+1 669 900 9128 US (San Jose)

In accordance with the Governor's Executive Order (N-29-20) and the declared State of Emergency, including social distancing directives as a result of the threat of the COVID-19 virus, committee members and ETGSA staff will be participating in this meeting remotely. There will not be a physical location for this meeting. Members of the public may participate in the meeting in the following ways:

Join Zoom Meeting

<https://us02web.zoom.us/j/84957227919>

Meeting ID: 849 5722 7919

One tap mobile

+16699009128,,84957227919# US (San Jose)

Dial by your location

+1 669 900 9128 US (San Jose)

Meeting ID: 849 5722 7919

Find your local number: <https://us02web.zoom.us/u/kdJRUCPDZa>

-----AGENDA-----

All items on this agenda, whether or not expressly listed for action, may be deliberated upon and may be subject to action by the Board of Directors. The Board of Directors may consider agenda items in any order. Materials related to an item on this agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection at the ETGSA Office, 881 W. Morton Avenue, Suite D, Porterville, California, during normal business hours.

**1. ROLL CALL**

**2. PUBLIC COMMENT**

At this time, members of the public may comment on any item not appearing on the agenda. Under state law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public is invited to make comments at the time the item comes up for Board consideration. Any person addressing the Board will be limited to a maximum of three (3) minutes or the Chairman's discretion. At all times, please use the microphone and state your name for the record.

**3. ANNOUNCEMENTS**

4. **MINUTES**

- a. **ACTION** – Approval of November 5, 2020 Meeting of the Board Minutes
- b. **ACTION** – Approval of November 13, 2020 Special Meeting of the Board Minutes

5. **ADMINISTRATION**

- a. **ACTION** – Approval of ETGSA Groundwater Banking Policy.
- b. Discussion of Groundwater Extraction Fee and Transitional Pumping Invoicing (*board may take action*).
- c. Review and Discussion of ETGSA Rules and Regulations (*board may take action to recommend further revisions to the Rules and Regulations, specifically Section 3.05*).
- d. Update on ETGSA Groundwater Management Zone.

6. **STAKEHOLDER OUTREACH AND COMMUNITY ENGAGEMENT**

- a. Report on ongoing ETGSA outreach efforts.

7. **REPORTS FROM COMMITTEES**

- a. Receive reports from Executive Committee members
- b. Receive reports from Stakeholder Committee members.

8. **BILLS AND WARRANTS**

- a. Receive Finance Committee Monthly Reports.
- b. **ACTION** – Review the Financial Statements; consider ratification of bills paid and approval of bills to be paid. (*Materials to be distributed on the day of the Board Meeting.*)

9. **TULE SUBBASIN AND REGIONAL REPORTS AND ITEMS**

- a. Report on Tule Subbasin Coordination and TH&Co Task Items.

10. **CLOSED SESSION:**

- a. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:**  
[Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)]  
Number of Potential Cases: One  
Claimant: Friant Water Authority
- b. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:**  
**PUBLIC EMPLOYMENT**  
[Government Code Section 54947]  
Title: Administrative Assistant

11. **CLOSED SESSION ITEMS:**

- a. Report Action Taken in Closed Session Required by Government Code 54957.1

12. **NEXT MEETING DATE**

- a. Next Regular Meeting – Thursday, January 7, 2021 at 2 p.m.

**13. ADJOURNMENT**

A person with a qualifying disability under the Americans with Disabilities Act of 1990 may request the GSA Authority to provide a disability-related modification or accommodation in order to participate in any public meeting of the GSA Authority. Such assistance includes appropriate alternative formats for the agendas and agenda packets used for any public meetings of the GSA. Requests for such assistance and for agendas and agenda packets shall be made in person, by telephone, facsimile, or written correspondence to the GSA Authority Secretary or to the City of Porterville Public Works Department (559) 791-7804, at least 48 hours before a public GSA meeting.



EASTERN TULE  
GROUNDWATER  
SUSTAINABILITY  
AGENCY  
JOINT POWERS  
AUTHORITY

**MINUTES OF THE  
BOARD OF DIRECTORS  
MEETING HELD NOVEMBER 5, 2020**

---

At approximately 2:00 p.m. on November 5, 2020, Chairman Eric Borba called to order the meeting of the Board of Directors of the Eastern Tule Groundwater Sustainability Agency Joint Powers Authority (“ETGSA”). Consistent with Executive Order N-29-20 and social distancing directives, the meeting was conducted by teleconference only, with no physical location for the meeting.

Members Present:      Eric Borba                                      Dyson Schneider  
                                 Steve Kisling                                      John Corkins  
                                 Curt Holmes                                      Geoffrey Galloway  
                                 Matthew Leider                                      Monte Reyes

Members Absent:      Dennis Townsend

Others Present:      Aubrey Mauritsen                                      Rogelio Caudillo  
                                 David DeGroot                                      Justine Massey  
                                 Joel Kimmelshue                                      Joseph Giagos  
                                 Thomas Harder                                      Don Castle

**ROLL CALL**

General Manager Caudillo called the roll as follows:

Director Corkins  
Director Galloway  
Director Schneider  
Director Leider  
Director Holmes  
Director Reyes  
Director Kisling  
Chairman Borba

**PUBLIC COMMENT**

Chairman Borba announced the public comment period. No public comment was presented.

## ANNOUNCEMENTS

Consulting Engineer De Groot announced that the Land Subsidence Management Plan Ad Hoc Committee has met to review the draft Plan and bring it to conclusion. The Ad Hoc Committee has met twice and anticipates bringing back to the board in December recommendations to be presented to the Stakeholder and Executive Committees.

## MINUTES

### Approval of Minutes of the October 1, 2020 Board Meeting

Director Corkins moved for the approval of the minutes of October 1, 2020 board meeting. The motion was seconded by Director Leider, and approved by way of the following roll call vote:

In Favor:

Director Corkins  
Director Galloway  
Director Schneider  
Director Leider  
Director Holmes  
Director Reyes  
Director Kisling  
Chairman Borba

Opposed: None

## ADMINISTRATION

### Approval of 4Creek's Scope of Work for Administrative Services for ETGSA

General Manager Caudillo provided a report on 4Creek's Scope of Work for Administrative Services for ETGSA. Attached hereto and incorporated by reference as Agenda Item #5a is a copy of 4Creek's Scope of Work for Administrative Services. Consulting Engineer De Groot also provided a report.

Director Kisling reported the finance committee recommended approval.

Discussion ensued.

Director Leider moved to approve 4Creek's Scope of Work for Administrative Services for ETGSA. The motion was seconded by Director Holmes, and approved by way of the following roll call vote:

In Favor:

Director Corkins  
Director Galloway  
Director Schneider  
Director Leider  
Director Holmes  
Director Reyes  
Director Kisling  
Chairman Borba

Opposed: None

Discussion of Groundwater Extraction Fee, Penalty Rates, and Invoicing

General Manager Caudillo reported on the groundwater extraction fee, penalty rates and invoicing. Attached hereto and incorporated by reference as Agenda Item #5b is a copy of groundwater extraction fee, penalty rates, and invoicing.

Discussion ensued.

Public comment from Justine Massey.

Discussion ensued.

Director Corkins moved and Director Leider seconded to approve staff's recommendation as presented in the agenda packet.

Discussion ensued.

Consulting Engineer De Groot clarified that the intent is for invoicing to go out February 2021.

Discussion ensued.

Director Corkins amended his motion as follows: move to approve imposing a groundwater extraction fee of \$4.92 for the Greater Tule Management Area for the water year 2021, except for riparian corridors (natural river channels and adjacent levee) as identified by ETGSA's consulting engineer, and for 2 acres or less, assuming two-acre feet of groundwater per year are being consumed, and direct staff to begin invoicing for sustainable yield and transitional pumping in February 2021.

Public comment from Justine Massey.

The motion was approved with the following roll call vote:

In Favor:

Director Corkins  
Director Galloway  
Director Schneider  
Director Leider  
Director Holmes  
Director Reyes  
Director Kisling

Opposed: Chairman Borba

Land IQ Presentation on ET Monitoring in ETGSA Greater Management Area

Joel Kimmelshue gave a presentation on ET Monitoring in ETGSA Greater Management Area. A copy of the presentation is attached as Agenda Item #5c and incorporated by reference.

Discussion ensued regarding monitoring citrus.

Public comment from Joseph Gallegos.

Review and Discussion of ETGSA's Rules and Regulations

Director Corkins moved to table this agenda item to next meeting. Director Leider seconded and the motion was approved with the following roll call vote:

In Favor:

Director Corkins  
Director Galloway  
Director Schneider  
Director Leider  
Director Holmes  
Director Reyes  
Director Kisling  
Chairman Borba

Opposed: None

STAKEHOLDER OUTREACH AND COMMUNITY ENGAGEMENT

Report on Ongoing ETGSA Outreach Efforts

General Manager Caudillo provided a report on the ongoing outreach efforts and upcoming events. A copy of his report is attached as Agenda Item #6a and incorporated by reference.

## REPORT FROM COMMITTEES

### Receive Reports from Executive Committee Members

General Manager Caudillo provided a report on the meetings of the Executive Committee. A copy of his report is attached as Agenda Item #7a and incorporated by reference.

### Receive Reports from Stakeholder Committee Members

General Manager Caudillo provided a report. Attached hereto and incorporated by reference as Agenda Item #7b is a copy of the report on the meeting of the Stakeholder Committee.

Discussion ensued regarding the stakeholder's recommendation as presented in the agenda packet.

## BILLS AND WARRANTS

### Receive Finance Committee Monthly Reports

General Manager Caudillo provided a report. Attached hereto and incorporated by reference as Agenda Item #8a is a copy of the report on the meeting of the Finance Committee.

### Consider Approval of Independent Auditor's Report & Audited Financial Statements for the Year Ended June 30, 2020

General Manager Caudillo provided a report. Attached hereto and incorporated by reference as Agenda Item #8b is a copy of the Independent Auditor's Report & Audited Financial Statements for the Year Ended June 30, 2020.

### Review the Financial Statements; Consider Ratification of Bills Paid and Approval of Bills to be Paid

General Manager Caudillo provided a report on current financial standing and accounts payable. The finance committee recommends payment of the accounts. Attached hereto and incorporated by reference as Agenda Item #8c is a copy of the financial statements.

Director Kisling moved to approve the Independent Auditor's Report & Audited Financial Statements for the Year Ended June 30, 2020 and the financial statement, ratification of bills paid, and approval of bills to be paid, as presented in the agenda packet. The motion was seconded by Director Schneider, and approved by way of the following roll call vote:

In Favor:

Director Corkins

Director Galloway

Director Schneider

Director Leider

Director Holmes

Director Reyes  
Director Kisling

Opposed: None

## TULE SUBBASIN AND REGIONAL REPORTS AND ITEMS

### Report on Tule Subbasin Coordination and TH&Co Task Items.

General Manager Caudillo provided a report. Attached hereto and incorporated by reference as Agenda Item #9a is a copy of the report. Consulting Engineer De Groot also reported on the subbasin budget.

### Discussion of Aquilologic Comment Letter and Response Presentation by Thomas Harder

General Manager Caudillo provide a report on the Aquilologic Comment Letter and Response Presentation by Thomas Harder. Mr. Harder provided a presentation. Attached hereto as Agenda Item #9b, Exhibit A is a copy of his technical memorandum and PowerPoint presentation.

Discussion ensued.

Public comment from Don Castle.

Discussion continued.

Public comment from Don Castle.

## CLOSED SESSION

### CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

[Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)]

Number of Potential Cases: One

Claimant: Friant Water Authority

The Board of Directors, while in closed session pursuant to Government Code Section 54956.9(d)(2), met with General Counsel Aubrey Mauritson regarding one potential item of anticipated litigation.

## CLOSED SESSION ITEMS

### Report Action Taken in Closed Session Required by Government Code 54957.1

Chairman Borba reported there was no reportable action from closed session.

NEXT MEETING DATE

Next Regular Meeting- Thursday December 3, 2020 at 2:00 p.m.

The next regular meeting of the Board of Directors of the ETGSA Joint Powers Authority shall be held on December 3, 2020, 2:00 p.m.

ADJOURNMENT

There being no further business before the Board, Chairman Borba adjourned the meeting.

Respectfully submitted,

---

Rogelio Caudillo, General Manager



EASTERN TULE  
GROUNDWATER  
SUSTAINABILITY  
AGENCY  
JOINT POWERS  
AUTHORITY

**MINUTES OF THE  
BOARD OF DIRECTORS SPECIAL  
MEETING HELD NOVEMBER 13, 2020**

---

At approximately 2:00 p.m. on November 13, 2020, Chairman Eric Borba called to order the special meeting of the Board of Directors of the Eastern Tule Groundwater Sustainability Agency Joint Powers Authority (“ETGSA”). Consistent with Executive Order N-29-20 and social distancing directives, the meeting was conducted by teleconference only, with no physical location for the meeting.

Members Present:      Eric Borba                                      Dyson Schneider  
                                 Steve Kisling                                      John Corkins  
                                 Matthew Leider                                      Monte Reyes  
                                 Curt Holmes                                      Geoffrey Galloway

Members Absent:      Dennis Townsend

Others Present:      Aubrey Mauritson                                      Rogelio Caudillo

**ROLL CALL**

Director Corkins  
Director Schneider  
Director Leider  
Director Holmes  
Director Reyes  
Director Kisling  
Chairman Borba

**PUBLIC COMMENT**

Chairman Borba announced the public comment period. No public comment was presented.

**ANNOUNCEMENTS**

General Manager Caudillo had no announcements.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

[Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)]

Number of Potential Cases: One

Claimant: Friant Water Authority

The Board of Directors, while in closed session pursuant to Government Code Section 54956.9(d)(2), met with General Counsel Aubrey Mauritson regarding one potential item of anticipated litigation.

CLOSED SESSION ITEMS

Report Action Taken in Closed Session Required by Government Code 54957.1

Chairman Borba reported there was no reportable action from closed session.

NEXT MEETING DATE

Next Regular Meeting- Thursday December 3, 2020 at 2:00 p.m.

The next regular meeting of the Board of Directors of the ETGSA Joint Powers Authority shall be held on December 3, 2020, 2:00 p.m.

ADJOURNMENT

There being no further business before the Board, Chairman Borba adjourned the meeting.

Respectfully submitted,

---

Rogelio Caudillo, General Manager



# ETGSA Board Meeting December 3, 2020

---

## Agenda Item 5.a

### Approval of ETGSA Groundwater Banking Policy

#### Staff Report to the ETGSA Board of Directors

**Subject:** ETGSA Banking Policy

**Submitted By:** General Manager

**Recommended Action:** *Move to Approve Groundwater Banking Policy for ETGSA*

#### **Executive Summary:**

Staff had been developing a Banking and Recharge policy during policy discussions with ETGSA committees. Staff recommendation to the ETGSA Board was to include the Recharge Policy into the ETGSA's Rules & Regulations and develop the Banking Policy as a separate policy.

#### **Background:**

- n/a

#### **Fiscal Impact:**

- n/a

#### **Attachments:**

- Exhibit A: Draft ETGSA Groundwater Banking Policy

**EASTERN TULE GROUNDWATER SUSTAINABILITY AGENCY  
GROUNDWATER BANKING AND RECHARGE POLICY**

**FOR DISCUSSION PURPOSES ONLY**

***BACKGROUND***

California law permits a party who has a separate legal right to surface water developed from a source that is separate and distinct from the natural or native groundwater supplies existing in a common Basin aquifer to use the developed water for beneficial use. A party that owns a developed water supply “may use the supply by commingling the water with the native supplies and may subsequently recapture the developed water.” (*City of Los Angeles v. City of Glendale* (1943) 23 Cal.2d 68, 76-78.) The recapture right includes the amount equivalent to the augmentation contributed by the water stored (either by direct recharge or return flows from water deliveries) (*City of Los Angeles v. City of San Fernando* (1975) 14 Cal.3d 199, 260.) Banking projects are permitted to recharge, store and recover water placed in the Basin aquifer so long as the quantity recovered does not exceed the amount contributed and none of the banking activities cause injury to any Basin resource or the rights of other users of water in the process.

***OBJECTIVES***

The objectives in pursuing this groundwater banking and recharge policy on behalf of the ETGSA include the following:

- Improve groundwater conditions;
- Increase water supplies;
- Assist in meeting GSP objectives;
- Provide flexibility to landowners; and
- Avoiding negative impacts to overlying owners.

***POLICY***

The ETGSA is maintaining an online database for all Landowners within its boundaries to account for groundwater use, as well as surface water recharge and banking projects. To allow the ETGSA to properly account for such Landowner activities, the ETGSA adopts the following Policy.

This policy shall apply to all non-districted lands within the ETGSA’s jurisdictional boundary and districted lands within the ETGSA’s jurisdictional boundary which prefer to adhere to said policy. This policy shall not apply to Districts with existing groundwater banking and recharge policies. A list of such Districts is attached hereto as Appendix A.

**GROUNDWATER BANKING PROJECTS**

Landowners in the ETGSA may desire to construct and operate groundwater banking projects, whereby they obtain access to surface water supplies, cause those surface waters to be placed

into the underground through a variety of potential mechanisms, and subsequently transfer those waters to others.<sup>1</sup>

To allow the ETGSA to track and account for such groundwater banking activities, prior to development of a groundwater bank, a Landowner shall provide the ETGSA with a Facilities Report, enter into a Written Agreement, comply with applicable laws and regulations, and obtain approval from the ETGSA.

*Facilities Report and Groundwater Bank Accounting Agreement.* Landowner shall first submit a written facilities report (“Facilities Report”) to ETGSA staff containing the following information:

- a. The banking site location (Assessor Parcel Number, legal description, and GIS map).
- b. The conveyance and distribution facilities and manner and method of operation.
- c. The recharge facilities and the manner and method of operation.
- d. The recovery facilities (landowner and/or project extraction wells) and the manner and method of operation.
- e. The energy facilities (electric, diesel, solar, etc.).
- f. The schedule for permitting, construction and commencement of operation.
- g. The plan of operation, maintenance, repair and replacement of banking facilities.
- h. The intended source of all banking water supplies (e.g., Central Valley Project, local surface waters, third party exchange/transfer supplies, other).
- i. The banking accounting, measurement, monitoring and reporting procedure.
- j. A Monitoring and Operational Constraint Plan (MOCP) to ensure that unacceptable impacts to neighboring crops, well flow rates, water levels and quality are prevented and/or adequately mitigated.

Once ETGSA staff has determined the Facilities Report is complete, Landowner and ETGSA may enter into a Groundwater Banking Agreement. A template of such agreement is attached hereto as Appendix B. Landowner and ETGSA may revise and alter the template agreement as needed on a case-by-case basis.

*California Environmental Policy Act & Project Approval.* Landowner shall comply with any applicable California Environmental Policy Act (Public Resources Code §21000, et. seq., “CEQA”) requirements. ETGSA shall act as the lead agency under CEQA regarding the preparation of documents required to carry out or approve a groundwater banking project. As lead agency, ETGSA shall utilize the Facilities Report to evaluate the proposed activities under CEQA and consequently make necessary determinations, if any. Landowner shall be responsible for the payment of all costs and expenses incurred by the ETGSA and the Landowner relating to CEQA compliance. Nothing in this Policy shall be interpreted as approving and disproving any potential banking project.

*Banking Accounting, Measurement, Monitoring and Reporting Procedure.* Landowner shall be responsible for developing and implementing a procedure to accurately account for all banking activities on a monthly and annual basis, including the following: the source of all water delivered

---

<sup>1</sup> The ETGSA does not currently intend to directly develop, operate and maintain a groundwater bank itself but does expressly reserve its authority to revise these principles to include ETGSA groundwater banking in the future should it be deemed necessary and proper.

to each turnout, recharge discharges, percolation rates, recharge losses to evaporation and soil profile, net augmentation to storage in the Basin, pumping extractions, amounts of water in storage and recovery, the place of use of all banked water deliveries, and changes in local groundwater conditions (including depth to groundwater, water quantity, quality, groundwater gradient and migration).

*Banking Leave Behind.* In order to insure that a groundwater banking project will protect the health of the basin and benefit the ETGSA, its landowners and water users, Landowner shall leave in storage in the Basin aquifer to the credit of the ETGSA’s Sustainable Yield<sup>2</sup> the percentage amount of the total water reported, based on the type of water banked, on an annual basis according to the following table:

WATER SUPPLY	PLACE OF USE	
	EASTERN TULE GSA	REMAINDER OF TULE SUB-BASIN
LOCAL SURFACE WATER SUPPLIES <sup>3</sup>	5%	10%
IMPORTED SURFACE WATER SUPPLIES <sup>4</sup>	5%	10%

*Procedure.* Upon diversions to the bank, Landowner shall report total quantities of water diverted into the underground to the ETGSA. ETGSA staff shall then deduct the applicable leave behind percentage, and credit the remaining quantity of water to the Landowner’s surface water bank account.

*Place of Use.* Any water credited to Landowner’s surface water bank account shall only be extracted and beneficially used within the boundaries of the Eastern Tule Groundwater Sustainability Agency, or the Tule Subbasin (Bulletin 118, 5-22.13) to the extent provided in the leave behind requirements stated above.

*Facilities.* Landowner shall be solely responsible for determining the nature, location and extent of the necessary facilities for recharge and/or banking, which shall be described in the Facilities Report and Written Agreement. All costs of design, permitting, construction, operation,

<sup>2</sup> Sustainable Yield has the same meaning and effect as that defined in the ETGSA’s Groundwater Sustainability Plan.

<sup>3</sup> “Local surface water supplies” shall include all water derived from local surface tributaries naturally occurring in the Tule Subbasin as follows: flows from Tule River, Deer Creek or White River.

<sup>4</sup> “Imported surface water supplies” shall include all other surface waters other than those defined as “Local Surface Water Supplies” and shall include, but not be limited to, waters from: the Central Valley Project, and neighboring subbasins such as the Kaweah Subbasin.

maintenance, repair and replacement and all other costs and expenses of a groundwater banking facility shall be the sole responsibility of Landowner.

*Indemnification.* Landowner shall indemnify, defend and hold harmless the ETGSA, its board of directors, officers, employees, agents, assigns on account of damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury, or death, and including attorneys' fees and other costs of litigation, arising out of or connected with the development, operation and maintenance of a groundwater bank.

*Water Quality Standards.* Landowner shall insure that all water diverted into the underground does not result in unacceptable deterioration of groundwater quality contrary to applicable Tulare Lake Basin Plan water quality objectives or as required in any MOCP approved by the ETGSA.

*Legal Compliance.* Landowner shall be solely responsible for complying with all applicable Federal, State and local laws, and rules and regulations, including but not limited to CEQA. At the ETGSA's discretion, Landowner shall provide the ETGSA with a copy of any permit, order, agreement, environmental document, judgment or other record requested indicating Landowner's compliance with applicable laws.

*Administration.* Landowner shall reimburse the ETGSA for its reasonable costs and expenses incurred, as determined by the ETGSA, to prepare or review the agreements, reports, plans and other documents and materials relating to the administration of this Policy.

*Surface Water.* Landowner is solely responsible for locating, purchasing, accessing, or otherwise acquiring, surface water for purposes of recharge or banking in the ETGSA.

**APPENDIX A**  
**ACKNOWLEDGED EXISTING AND FUTURE WATER BANKING POLICIES**  
**WITHIN ETGSA**

The entities listed below are ETGSAs which have, or will have in the near future, Water Banking Policies. Should any entity desire to not comply with this Policy, and instead implement its own Water Banking Policy, it should inform the ETGSA as soon as possible.

1. Porterville Irrigation ETGSA
2. Saucelito Irrigation ETGSA
3. Campbell Moreland Ditch Company

DRAFT

**APPENDIX B  
GROUNDWATER BANK ACCOUNTING AGREEMENT  
TEMPLATE**

GROUNDWATER BANK ACCOUNTING AGREEMENT

---

THIS AGREEMENT is executed as of the Effective Date by and between [Landowner], and Eastern Tule Groundwater Sustainability Agency, a joint powers authority and authorized groundwater sustainability agency (ETGSA).

**RECITALS**

**A.** The ETGSA manages groundwater supplies within its jurisdictional boundary. The ETGSA has adopted a Groundwater Banking and Recharge Policy establishing principles authorizing the accounting of surface water recharge in the underground and banking projects within the its boundaries.

**B.** Landowner owns land within the ETGSA and intends to construct permanent and temporary groundwater recharge facilities on some of its lands for the recharge of surface water supplies. Landowner desires to construct and operate facilities to provide capacity to recharge and bank surface water supplies in compliance with the ETGSA's Groundwater Banking and Recharge Policy.

**C.** The Groundwater Banking and Recharge Policy requires, in part, that a landowner operating a groundwater banking project must first enter into a groundwater banking agreement with the ETGSA. Additionally, a landowner operating a groundwater banking facility must first submit a report containing certain information. Landowner and the ETGSA wish to enter into this Agreement to satisfy these requirements and provide for other particulars of Landowner's Banking Project.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

**AGREEMENT**

**ARTICLE I  
FACILITIES CONSTRUCTION AND OPERATION RESPONSIBILITIES**

**2.1. Banking Project Facilities.**

(a) **Design and Location.** [TBD]

(b) **Construction.** Landowner, at its sole expense, is responsible for construction of the Banking Project Facilities.

(c) **Operation.** Landowner, at its sole expense, is responsible for operation, management, maintenance, repair and replacement and all other costs and expenses of all Banking Project Facilities. This includes compliance with all Federal, state and local laws, rules and regulations. Upon the ETGSA's reasonable request, Landowner shall provide the ETGSA with a copy of any permit, order, agreement, environmental document, judgment or other record requested by the ETGSA evidencing Landowner's compliance with the law.

## ARTICLE II OPERATING RULES

### 3.1 **Recharge Operations.**

(a) **Water Supply.** Landowner, at its sole expense, will provide all surface water for the Banking Project. [DESCRIBE – TBD]

(b) **Water Quality Standards.** Landowner shall ensure that all water diverted into Banking Project Facilities, recharged and stored in the Basin does not result in unacceptable deterioration of groundwater quality in the Basin contrary to applicable Tulare Lake Basin Plan water quality objectives or as required in any MOCP for the Banking Project approved by the ETGSA, including the MOCP included within the Banking Project Facility Report.

3.2 **Account.** Upon application by Landowner, the ETGSA shall maintain an accounting of the water banked.

3.1. **Leave Behind.** Upon application to the ETGSA for an accounting of the banked water, the percentage of leave behind as defined in the ETGSA's Banking and Recharge Policy shall be transferred to the ETGSA's native supply, as defined in the ETGSA's Groundwater Sustainability Plan.

3.2. **Place of Use Requirements.** The use of the banked water must comply with the place of use requirements designed in the ETGSA's Banking and Recharge Policy.

3.4. **Compliance with ETGSA Policies.** Landowner shall comply with ETGSA Rules and Regulations and policies.

3.5. **ETGSA Groundwater Banking Fees.** Landowner shall pay fees to the ETGSA to compensate the ETGSA for its services under this Agreement, and its costs and expenses incurred in connection with its obligations under this Agreement in accordance with uniform ETGSA policies, rules and regulations applicable to all ETGSA landowner groundwater banking projects. The ETGSA shall invoice Landowner for these fees on a monthly or annual basis, as the case may be, which Landowner shall pay within thirty (30) days of receipt.

## ARTICLE III GENERAL PROVISIONS

**5.1. Term and Termination.** The term of this Agreement shall be 25 years from and after the Effective Date. This Agreement may be extended upon the mutual agreement of the parties hereto. The ETGSA may earlier terminate this Agreement if Landowner fails to keep, perform or observe any of the terms, covenants, conditions, or provisions of this Agreement, and that failure continues for a period of 30 days after written notice thereof given by the ETGSA to Landowner (unless the act is one that by its very nature cannot be cured within 30 days, in which case Landowner shall commence the cure with due diligence within said 30 day period), then the ETGSA may, at its option, by further written notice to Landowner, terminate this Agreement.

**5.2. CEQA Compliance.** ETGSA will serve as lead agency and complete its environmental review as required by CEQA. Landowner shall reimburse ETGSA for all costs and expenses incurred to comply with CEQA within thirty (30) days of receipt of an invoice for such cost.

**5.3. Assignment.** Landowner may assign its rights and delegate its obligations under this Agreement to any future owner of the Banking Project Facilities.

**5.4. Force Majeure.** Performance under this Agreement by all parties may be temporarily suspended upon the occurrence of a Force Majeure Event which causes the affected party to be unable to substantially perform its obligations hereunder; provided, however, that no suspension shall extend the term of this Agreement. The affected party shall provide all other parties written notice of the estimated duration of the suspension of performance and basis for the suspension prior to the suspension, if possible, and in no event less than one business day following the suspension. The affected party shall thereafter provide the other party with any information obtained regarding the Force Majeure Event and any information reasonably requested.

**5.5. Indemnity.** Landowner shall indemnify, defend and hold harmless the ETGSA, its board of directors, officers, employees, agents, assigns on account of damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury, or death, and including attorneys' fees and other costs of litigation, arising out of or connected with the development, operation and maintenance of the Banking Project. Landowner shall be responsible for payment of all costs and expenses incurred by the ETGSA regarding compliance with CEQA.

**5.6. Venue.** The venue for any action or proceeding filed by any party hereto in any court, except a proceeding under the Bankruptcy Code, shall be in the Superior Court of the State of California in and for the County of Tulare.

**5.7. Notices.** All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of service, if served personally on the person to whom notice is to be given, (b) on the date of service if sent by e-mail or telecopier, provided the originally is concurrently sent by first class mail, and provided that notices received by email or telecopier after 5:00 p.m. shall be deemed given on the next business day, (c) on the next business day after deposit with a recognized overnight delivery service, or (d) on the third day after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage-prepaid, and properly addressed as follows:

To Landowner:

To ETGSA:

or at such other address as any party may, by like notice, designate to the other parties in writing; provided, however, that any notice given under section 5.7 hereof shall comply with the additional notice requirements of that section.

#### **ARTICLE IV INTERPRETATION OF AGREEMENT**

- 6.1. Introduction.** The rules of interpretation contained in this Article IV shall govern the interpretation of this Agreement.
- 6.2. Applicable Law.** The laws of the State of California without regard to conflict of law principles shall govern the interpretation of this Agreement.
- 6.3. Amendment of Agreement.** This Agreement may not be modified, changed, altered, amended, or otherwise revised except by a duly executed written amendment.
- 6.4. Statutory Rules of Interpretation.** Any rule of interpretation that an ambiguity is to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, any exhibits hereto, or any amendments hereof, and neither Civil Code section 1654, nor any similar law shall be applied to resolve any ambiguity in this Agreement.
- 6.5. Opinions and Determinations.** Except as may be otherwise provided in this Agreement, or any term of this Agreement provides for action to be passed on the opinion, judgment, approval, consent, review, certification, or determination of a party, such terms shall not be construed as permitting the opinion, judgment, approval, consent, review, certification, or determination to be arbitrary, capricious or unreasonable.
- 6.6. Waiver.** The waiver of any party hereto of any right with respect to a default or any other matter arising under this Agreement shall not constitute or be construed as constituting a waiver with respect to any other default or matter.
- 6.7. Remedies not Exclusive.** Except as otherwise provided in this Agreement, the application by any party hereto of any remedy provided in this Agreement for the enforcement of this Agreement is not exclusive and shall not deprive such party of, or limited the application of, in the other remedy provided by law, in equity, or otherwise.
- 6.8. Exhibits.** All exhibits referred to in this Agreement are hereby incorporated by reference as fully set forth in this Agreement.
- 6.9. Captions.** The captions, articles and sections of this Agreement do not define the scope, meaning or intent of this Agreement.
- 6.10. Resolution of Conflict Between ETGSA Policies and Agreement.** The provisions of

the Groundwater Banking and Recharge Policy control over the provisions of this Agreement, if any provision contained in one or both of those two policies should conflict with any provision of this Agreement.

IN WITNESS WHEREOF, Landowner and the ETGSA have caused this Agreement to be executed as of the Effective Date.

[LANDOWNER]

EASTERN TULE GSA

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

“Landowner”

“ETGSA”

DRAFT

**EXHIBIT A TO WATER BANKING  
AGREEMENT**

**BANKING PROJECT FACILITY REPORT**



# ETGSA Board Meeting December 3, 2020

---

## Agenda Item 5.b

### Discussion of Groundwater Extraction Fee and Transitional Pumping Invoicing

#### Staff Report to the ETGSA Board of Directors

**Subject:** Discussion(s) of Groundwater Extraction Fees and Invoicing

**Submitted By:** General Manager, Counsel

**Recommended Action:** *None, Board may take action.*

**Staff Report:**

#### Timing of Invoices

**Recommendation:**

Water Rate Invoices (\$4.92/ac-ft): Staff's goal is to submit invoices to landowners in the Greater Tule Management Area by the end of this calendar year for the allocated 2021 Sustainable Yield for funding the remaining fiscal year period (January through June 2021). 4Creeks plans to prepare a standard invoice and memo to supplement. The invoice will include a deadline for payment due.

Transitional Pumping Penalty Fee: Staff recommends quarterly billing for the Transitional Pumping Penalty Fee, invoiced at the end of each quarter (i.e. first invoices for this Water Year for period October 1 – December 31 will be sent out in January 2021). 4Creeks plans to prepare a standard invoice and memo to supplement. The invoice will include a deadline for payment due.

**Board Action:**

Board of Directors Meeting, 11/5/2020: Moved to approve imposing a groundwater extraction fee of \$4.92 for the Greater Tule Management Area for the water year 2021, except for riparian corridors (natural river channels and adjacent levee) as identified by ETGSA's consulting engineer, and for 2 acres or less, assuming two-acre feet of groundwater per year are being consumed, and direct staff to begin invoicing for sustainable yield and transitional pumping in February 2021.

**Fiscal Impact:**



# ETGSA Board Meeting December 3, 2020

---

- n/a

## Attachments:

- n/a



# ETGSA Board Meeting December 3, 2020

---

## Agenda Item 5.c

### Review & Discussion of ETGSA Rules and Regulations

#### Staff Report to the ETGSA Board of Directors

**Subject:** Rules and Regulations for the Eastern Tule GSA

**Submitted By:** General Manager

**Recommended Action:** *None, Board may take action to recommend further revisions to the Rules & Regulations, specifically Section 3.05.*

#### **Executive Summary:**

The Board may further review & discuss the ETGSA Rules and Regulations.

#### **Background:**

On August 6, 2020, the ETGSA Board of Directors approved ETGSA Rules and Regulations and instructed staff to bring the approved Rules and Regulations to the Stakeholders and Executive Committees for further review and discussion.

#### **Fiscal Impact:**

n/a

#### **Attachments:**

- Exhibit A: First Amended ETGSA Rules & Regulations

FIRST AMENDED  
RULES AND REGULATIONS  
OF THE  
EASTERN TULE GROUNDWATER  
SUSTAINABILITY AGENCY

Adopted August 6, 2020

Last Amended October 1, 2020

Rogelio Caudillo, Secretary  
Eastern Tule GSA

# Table of Contents

Article I. General.....	4
Section 1.01 Purpose .....	4
Section 1.02 Authority.....	4
Section 1.03 Groundwater Sustainability Plan.....	4
Section 1.04 Definitions .....	4
Section 1.05 Effective Date and Changes .....	5
Section 1.06 Actions Against the ETGSA.....	5
Section 1.07 Rights of Access .....	6
Section 1.08 Severability of Provisions.....	6
Article II. Groundwater Monitoring .....	6
Section 2.01 Well Registration.....	6
(a) Registration Requirement.....	6
(b) Registration Fee.....	6
(c) Change in Owner or Operator .....	7
Section 2.02 Consumed Groundwater Use Measurement .....	7
(a) Criteria for Using Meters.....	7
(b) Criteria for Using Evapotranspiration Method.....	8
Article III. Groundwater Accounting/Data Management System .....	8
Section 3.01 Authority.....	8
Section 3.02 Online Water Accounting Database .....	9
Section 3.03 Categories of Water .....	9
Section 3.04 Priority of Use .....	10
Section 3.05 Net Groundwater Consumptive Use Reporting and Debiting.....	10
(a) Amount of New Groundwater Consumptive Use.....	10
(b) Appeal Process .....	10
Section 3.06 Surface Water Reporting .....	11
Section 3.07 Groundwater Recharge and Banking Reporting.....	11
Article IV. Allocation of Water.....	11
Section 4.01 Purpose .....	11

Section 4.02	Determination of Allocations .....	11
Section 4.03	Greater Tule Management Area .....	12
(a)	Sustainable Yield Allocation .....	12
(b)	Transitional Tier 1 Penalty Allocation .....	13
(c)	Carryover and Transfers .....	14
Section 4.04	Kern Tulare Water District Management Area .....	16
Section 4.05	Land Subsidence Management Area .....	16
Section 4.06	Community Management Areas .....	16
Section 4.07	Appeal Process .....	16
(a)	Notification of Allocations and Extraction Limits .....	16
(b)	Protest of Allocations and Extraction Limits .....	17
Section 4.08	Emergency Ordinances .....	17
Article V.	Fees & Penalties.....	17
Section 5.01	Penalties.....	17
(a)	Penalty for Excess Use .....	17
(b)	SGMA Penalties .....	17
(c)	Civil Remedies .....	17
Section 5.02	Groundwater Extraction Fees .....	18
Section 5.03	Real Property Assessments.....	18
Section 5.04	Notification and Appeal of Penalties.....	18
(a)	Notification of Tier 1 and Tier 2 Penalties .....	18
(b)	Payment of Penalties .....	18
(c)	Protest of Penalty Determination.....	18
Article VI.	Surface Water Recharge in the Underground .....	19
Section 6.01	Groundwater Recharge .....	19

## **Article I. General**

### **Section 1.01 Purpose**

These rules and regulations are established by the Board of Directors of the Eastern Tule Groundwater Sustainability Agency (ETGSA) in order to provide for the sustainable management of groundwater within the ETGSA.

### **Section 1.02 Authority**

Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10725.2 expressly states as follows:

“A groundwater sustainability agency may adopt rules, regulations, ordinances, and resolutions for the purpose of this part, in compliance with any procedural requirements applicable to the adoption of a rule, regulation, ordinance, or resolution by the groundwater sustainability agency.”

### **Section 1.03 Groundwater Sustainability Plan**

Pursuant to Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10725, a groundwater sustainability agency may exercise the powers described in Chapter 5 provided the groundwater sustainability agency adopts and submits a groundwater sustainability plan to the Department of Water Resources. These rules and regulations are designed to implement the provisions of the ETGSA Groundwater Sustainability Plan (GSP), and may be amended at any time if necessary to achieve consistency with the groundwater sustainability plan and steps needed to achieve sustainability.

### **Section 1.04 Definitions**

“Coordination Agreement” means the Tule Subbasin Coordination Agreement developed and agreed to pursuant to Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10727.6, and any amendments or additions thereto.

“De minimis” means a person who extracts, for domestic purposes, two acre-feet or less per year, as defined in SGMA.

“ETGSA” means Eastern Tule Groundwater Sustainability Agency.

“ETGSA GSP” means the ETGSA Groundwater Sustainability Plan developed and submitted to the Department of Water Resources pursuant to Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10727, *et al.*

“ETGSA Technical Group” means the ETGSA’s Consulting Engineer, the Tule Subbasin’s designated Hydrogeologist, and the ETGSA’s designated Agronomist.

“Operator” means an authorized representative of an owner.

“Overdraft” means the prior five year (2015-2019) average amount of water consumed prior to SGMA implementation beyond the Sustainable Yield within the Greater Tule Management Area.

“Owner” means fee title owner of land within the ETGSA boundaries.

“SGMA” means the Sustainable Groundwater Management Act, pursuant to Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10720, *et seq.*

“Tier 1 Penalty Allocation” means groundwater consumed in excess of Sustainable Yield and less than Tier 2.

“Tier 2” means groundwater consumed in excess of the Tier 1 Penalty Allocation.

“Water year” means the 12-month period October 1, for any given year through September 30, of the following year. The water year is designated by the calendar year in which it ends and which includes 9 of the 12 months. Thus, the year ending September 30, 1999 is called the "1999" water year.

### **Section 1.05 Effective Date and Changes**

These rules and regulations shall become effective upon adoption and may be added to, amended and/or repealed at any time by resolution of the Board of Directors of the ETGSA and such additions, amendments, and/or repeals shall become effective upon their adoptions or as otherwise specified by the Board of Directors.

### **Section 1.06 Actions Against the ETGSA**

Nothing contained in these rules and regulations shall constitute a waiver by the ETGSA or estop the ETGSA from asserting any defenses or immunities from liability as provided in law, including, but not limited to, those provided in Division 3.6 of Title 1 of the Government Code.

### **Section 1.07 Rights of Access**

The ETGSA staff and/or others authorized by the ETGSA's General Manager shall notify and request consent from the owner of any land prior to their entry. Any such entry must be for the sole and exclusive purpose of conducting ETGSA business.

### **Section 1.08 Severability of Provisions**

If any provision of these rules and regulations, or the application thereof to any person or circumstance, is held invalid, the remainder of these rules and regulations, and the application of its provisions to other persons or circumstances, shall not be affected thereby.

## **Article II. Groundwater Monitoring**

### **Section 2.01 Well Registration**

#### **(a) Registration Requirement**

Any new groundwater extraction facilities permitted after January 31, 2020, excluding de minimis extractions, shall be registered with the ETGSA within 30 days of the completion of drilling activities. In addition, any owner selecting to use meters to report groundwater use, shall register with the ETGSA. The owner of an extraction facility shall register the extraction facility and provide, in full, the information required to complete the form provided by the ETGSA that includes the following:

- i. Name and address of the operator(s).
- ii. Name and address of the owner(s) of the land upon which the extraction facility is located.
- iii. Well Driller Log and Completion Report. If not available, a description of the equipment associated with the extraction facility, including pump size (horsepower), estimated depth of the well casing and size of the well casing.
- iv. Location, parcel number and state well number of the water extraction facility.

#### **(b) Registration Fee**

An administrative fee shall be paid to the ETGSA, in an amount determined by the ETGSA board of directors, for each groundwater extraction facility registered with the ETGSA to cover the nominal administrative costs of the registration process.

**(c) Change in Owner or Operator**

The name of the owner of each extraction facility, the Tulare County Assessor's Parcel Number (APN) on which the facility is located, along with the names of all operators for each registered extraction facility shall be reported to the ETGSA within 60 days upon any change of ownership or operators, together with such other information required by the General Manager.

**Section 2.02 Consumed Groundwater Use Measurement**

This Section outlines two methodologies for measuring or estimating groundwater extraction by each owner: (1) information provided from flowmeters which have been connected to the relevant well or extraction facility continuously for the preceding period or (2) evapotranspiration information obtained via satellite technology. Subject to Section 3.05 below, and except as otherwise provided in this Section, each owner shall have the option to select the methodology used for measuring or estimating the owner's groundwater extraction unless the owner is diverting groundwater and surface water which in such event, owner may only utilize the methodology outlined for evapotranspiration.

If the owner does not (1) communicate an election to use flowmeters to the ETGSA by October 1 of each water year; and (2) provide all relevant information needed for the ETGSA to verify measurements from each flowmeter 30 days from the end of the prior month, then the ETGSA will default to utilize the evapotranspiration data to determine groundwater consumption for that period. If the owner desires to change his or her election after October 1, he or she may do so by presenting such request to the General Manager who then shall present for approval to the Board of Directors. And owner may only opt to change his or her election once annually.

**(a) Criteria for Using Meters**

If the owner selects using a meter on a well to report groundwater use, the following criteria and information shall be provided to the ETGSA:

- i. Manufacturer and Model of flowmeter;
- ii. Date Flow Meter Installed;
- iii. Diameter of Pipe and Size of Flow Meter;
- iv. Identification of who installed flowmeter and calibrated flowmeter per manufacturer specifications;
- v. Inspection records will be required to submit to ETGSA per schedule outlined in the manufacturer specifications.
- vi. Pictures to identify flowmeter installed correctly (e.g. adequate straight pipe sections before and after the flowmeter);

- vii. Type of crop, age of crop (if perennial), single/double/triple crop (if annual), irrigation methodology (e.g. flood, drip, sprinkler) for the irrigated acres serviced by the water from the flow meter; and
- viii. If multiple flowmeters on a farm, a map identifying the locations of the various flowmeters and lands serviced collectively by these flowmeters.

Additionally, the owner of the flowmeter will allow access to staff from the ETGSA to physically inspect the flowmeter, if needed.

For each month following an election under this subsection, the owner shall report to the ETGSA, no later than 30 days following the last day of the month, the quantity of groundwater extracted at each parcel for which the election is made, as measured by the flowmeter(s). Failure to timely report the quantity of groundwater extraction to the ETGSA, in accordance with this section, for any parcel to which the election applies for any month shall be deemed a withdrawal of the election as to those parcels for those months, in which case groundwater extraction shall be measured for those parcels for those months in accordance with the evapotranspiration method described in subsection (b) below.

#### **(b) Criteria for Using Evapotranspiration Method**

Groundwater extraction shall be measured according to the evapotranspiration method described in this subsection for any parcels to which a valid election under subsection (a) above has not been made, or for which that election is deemed withdrawn in accordance with subsection (a).

Crop evapotranspiration (ET) is estimated using remote sensing data from Landsat satellites. The satellite data is entered into a model, which is used to estimate the ET rate and ET spatial distribution of an area in any given time period. When appropriately calibrated to land-based ET and/or climate stations and validated with crop surveys, the satellite-based model provides an estimate of crop ET (i.e. consumptive use).

### **Article III. Groundwater Accounting/Data Management System**

#### **Section 3.01 Authority**

Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10726.4, expressly authorizes a groundwater sustainability agency to establish accounting rules to allow unused groundwater extraction allocations to be carried over and transferred.

### **Section 3.02 Online Water Accounting Database**

The ETGSA shall establish an online database for owners to account for total water use within the ETGSA. Owners may allow operators access and control of their account(s).

### **Section 3.03 Categories of Water**

The online database described in Section 3.02 shall account for water through the following five categories:

- a) Sustainable Yield Allocations. As described in Section 4.03(a) below, Sustainable Yield shall consist of (1) Native Sustainable Yield, and (2) Total Precipitation, and may be credited to an owner's account. Transfers of Sustainable Yield, as described in Section 4.03(c)(i)(2) below may be debited from an owner's account.
- b) Groundwater Credits. As described in Section 4.03(c)(i)(1) below, an owner's account may be credited or debited with groundwater credits.
- c) Surface Water Credits and Debits. As described in Section 3.06, an owner's account may be credited or debited with surface water. In addition, as described in 3.07, an owner's account may be credited or debited with groundwater recharge or banking activities. Transfers will be recognized by the GSA when authorized by the applicable surface water entity.
- d) Transitional Tier 1 Penalty. As described in Section 4.03(c)(ii), the account of owners engaged in irrigation of lands actively used for agricultural production may be allocated an amount for groundwater used above sustainable limits. Carryovers of Tier 1 Penalty Allocations shall be credited to owner accounts in accordance with Section 4.03(c)(ii)(1), and transfers of Tier 1 Penalty Allocations shall be debited from owner accounts in accordance with Section 4.03(c)(ii)(2).
- e) Transitional Tier 2 Penalty. As provided in Section 4.03(c)(iii), no carryovers or transfers of Tier 2 extractions shall be allowed. As further set forth in Article V below, an owner who consumes water in excess of all remaining credits shall be liable for Tier 2 penalty rates, reduction in future Tier 1 Penalty Allocations, and shall be subject to other remedies as may be available to the ETGSA in law or equity.

### **Section 3.04 Priority of Use**

Each owner with multiple categories of credits under these rules and regulations shall have the power to elect which of such credits are to be debited or transferred in connection with such consumption, except for Transitional Tier 2 Penalty which can only be used if all other available sources of water are exhausted. If the owner or operator does not elect the priority of allocations to be debited, the default priority will follow in order of Section 3.03 (a)-(e).

### **Section 3.05 Net Groundwater Consumptive Use Reporting and Debiting**

#### **(a) Amount of New Groundwater Consumptive Use**

The amount of net groundwater consumptive use will be calculated monthly, within 30 days of the end of the prior month, using one of the measurement methods described in Section 2.02.

If the owner is using flowmeters, calculations will be prepared by the ETGSA's Consulting Engineer to determine the net groundwater consumed using the following formulas:

1. Net Consumed Groundwater Used = Gross Groundwater Pumped (Flowmeter) – Estimated Return Flow (varies based on irrigation method) + Total Precipitation,
- or
2. Net Consumed Groundwater Used = Calculated ET using the crop coefficients and actual weather data,

Whichever calculated value is greater from the formulas above is the consumed value applied to the owner.

If the owner is using crop ET, the net consumed groundwater used will be provided by the ETGSA's consultant.

After the calculation is completed each month as described in this section, the net groundwater consumed will be debited from the owner groundwater account.

#### **(b) Appeal Process**

Within thirty (30) days of notification of the net consumed groundwater use, any owner may protest the amount or the method. The written protest must be submitted to the General Manager at the ETGSA's Main Office.

The General Manager shall investigate matters related to the protest, may consult with the ETGSA Technical Group, and may present any relevant information, along with any recommendation, to the Board within sixty (60) days of receipt of the protest. The Board shall act on the written protest and supporting documentation within sixty (60) days of receipt of all relevant information, including the possibility of authorizing a separate methodology not identified in these Rules and Regulations.

### **Section 3.06 Surface Water Reporting**

Any owner within the ETGSA which utilizes surface water shall cause to be reported from the applicable surface water entity, the diversion of surface water to direct irrigation.

### **Section 3.07 Groundwater Recharge and Banking Reporting**

An owner within the ETGSA which is performing recharge or groundwater banking activities shall report, or cause to be reported, the diversion of surface water to underground storage to the ETGSA. Prior to crediting or debiting the owner's account, the ETGSA shall ensure the request is consistent with any applicable groundwater banking or recharge policy, including but not limited to, Article VI. The ETGSA acknowledges that several special districts, organized and existing under the laws of the State of California for the purpose of facilitating the beneficial use of the waters of the State, operate within ETGSA's boundaries. Several such districts have adopted and implemented groundwater banking and recharge policies in order to facilitate the underground storage and beneficial use of surface water. ETGSA shall honor the groundwater banking and recharge policies of all such entities within its jurisdictional boundaries.

## **Article IV. Allocation of Water**

### **Section 4.01 Purpose**

Consistent with Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10726, the purpose of this Article is to provide for the sustainable management of groundwater within the ETGSA jurisdictional area and Tule Subbasin, and to fulfill the legislative goals and policies of SGMA. Nothing in this Article shall be used to determine or alter water rights.

### **Section 4.02 Determination of Allocations**

Each year by October 1, the General Manager shall determine the allocations available for use within the ETGSA's various Management Areas based on data and calculations provided by the

ETGSA Technical Group. In providing such data and calculations to the General Manager, the ETGSA Technical Group shall use the methodologies and calculations defined in this Article 4.

### **Section 4.03 Greater Tule Management Area**

#### **(a) Sustainable Yield Allocation**

Each year, the General Manager shall establish a use allocation for each agricultural assessor's parcel within the Greater Tule Management Area boundary, as defined in the ETGSA GSP. The allocation for each owner shall be calculated as follows:

1. Sustainable Yield for the Tule Subbasin shall first be calculated using methodologies as agreed upon in the Tule Subbasin Coordination Agreement, incorporated herein by reference. As described therein, the Tule Subbasin Sustainable Yield estimate will be developed using a calibrated groundwater flow model of the Tule Subbasin.\*

Sustainable Yield allocated to the ETGSA shall be comprised of the following two components:

(A) Native Sustainable Yield is calculated as the long-term average natural channel loss water within the Tule River, Porter Slough, Deer Creek, and White River channels and the calculated underflow from the Sierra Nevada Mountains. The volume is determined by utilizing the data provided in the Tule Subbasin Water Budget within the Tule Subbasin Setting attached to the Coordination Agreement. As described in the Coordination Agreement, the ETGSA will determine its portion of the Tule Subbasin Native Sustainable Yield by multiplying the GSA's proportionate acreage of the Tule Subbasin multiplied by the total Native Sustainable Yield of the Tule Subbasin.

(B) Total Precipitation is calculated as the long-term average total precipitation for the entire ETGSA jurisdictional area. The long-term average is based on precipitation data collected from calibrated weather stations within and adjacent to the ETGSA, interpolated to lands within ETGSA. Each year the Total Precipitation long term average is updated with prior year actual total precipitation measured.

2. The ETGSA's total available Sustainable Yield shall be the sum of the ETGSA's portion of the Tule Subbasin Native Sustainable Yield and total precipitation within the ETGSA.
3. The ETGSA's total available Sustainable Yield will deduct the sustainable yield allocation provided by ETGSA to the municipal and the Kern Tulare Management Area as described in Sections 4.04 and 4.06. The remaining balance will be divided by the total acreage

within the GSA to establish a per acre allocation for each parcel, comprised of (A) a Native Sustainable Yield Component, and (B) a Total Precipitation Component.

4. Each parcel within the Greater Tule Management Area will receive allocations in the amount equal to the gross assessor parcel acreage multiplied by the per acre allocation established in Section 4.03(a)(3).

*\*As additional data becomes available and as projects, monitoring, and management actions are implemented, the groundwater flow model used to estimate the Sustainable Yield of the Tule Subbasin will be updated and the Native Sustainable Yield may be adjusted to reflect the new data. Additionally, the allocation of the total available Sustainable Yield according to gross assessor parcel acreage may be revised as the ETGSA develops additional historical use data and allocation methodologies beyond gross acreage.*

#### **(b) Transitional Tier 1 Penalty Allocation**

In addition to the Sustainable Yield Allocation, irrigated parcels as of January 31, 2020, which are identified as enrolled in the Irrigated Lands Regulatory Program, other regulatory programs that document historical irrigation use (i.e. Dairy General Order), or as identified by other certified crop map datasets shall be allocated a Transitional Tier 1 Penalty Allocation (“Tier 1 Penalty Allocation”). Once a parcel has been identified as an irrigated parcel, the parcel will remain in the transitional pumping program until the program expires. If a parcel is not identified as an irrigated parcel as of January 31, 2020, an owner may file a request to the ETGSA General Manager to be included in the transitional program. For agricultural development of parcels after January 31, 2020, the owner may also file a request to the ETGSA General Manager to allow such lands to receive a Tier 1 Penalty Allocation, which such allocation shall be prorated based on the date of development. ETGSA shall develop forms as needed to assist owners with the request.

Changes in the total irrigated acres will affect the Tier 1 Penalty Allocation. To achieve consistency with the ETGSA GSP, the amount of Tier 1 Penalty Allocations may vary year to year.

The allocations shall be consistent with the objectives of the ETGSA GSP, as follows:

1. Tier 1 Penalty Allocations for 2020-2024. For the years 2020 through 2024, the total Tier 1 Penalty Allocation will equal 90% of overdraft. To determine allocations to individual water users, the total Tier 1 Penalty Allocation will be divided by the current total number of acres qualified for transitional pumping within the Greater Tule Management Area.

- a. The initial Tier 1 Penalty Allocation in water year 2021 will be allocations for water years 2021, 2022, and 2023.
  - b. Beginning in water year 2022, the remaining Tier 1 Penalty Allocations shall be made on an annual basis.
2. Tier 1 Penalty Allocation for 2025-2029. For the years 2025 through 2029, the total Tier 1 Penalty Allocation shall equal 80% of overdraft. All Tier 1 Penalty Allocations to individual water users during this time period shall be made on an annual basis. To determine allocations to individual water users, the total Tier 1 Penalty Allocation will be divided by the current total number of acres qualified for transitional pumping within the Greater Tule Management Area.
3. Tier 1 Penalty Allocations for 2030-2034. For the years 2030 through 2034, the total Tier 1 Penalty Allocation will equal 30% of overdraft. All Tier 1 Penalty Allocations to individual water users during this time period shall be made on an annual basis. To determine allocations to individual water users, the total Tier 1 Penalty Allocation will be divided by the current total number of acres qualified for transitional pumping within the Greater Tule Management Area.

**(c) Carryover and Transfers**

*(i) Sustainable Yield Allocation*

*1) Carryover of Sustainable Yield*

If an owner uses less than his or her total Sustainable Yield allocation in a given year, the difference between the allocation amount for that year and the amount of groundwater used and/or transferred for that year shall be carried over to the next year. Portions of Sustainable Yield allocation successfully carried over from the previous year shall be credited to the owner's account as groundwater credits.

If the carryover amount for the year in question continues to remain unused, it may be carried over for a total of five years. The total quantity of water used in any five-year period shall be consistent with the provisions of the ETGSA GSP.

2) *Transfer of Sustainable Yield*

An owner may transfer all or a portion of the Native Sustainable Yield component of his or her Sustainable Yield allocation at any time, provided that the transfer satisfies conditions 1 through 4. Transferred Native Sustainable Yield shall be credited to the transferee's account as groundwater credits.

An owner may transfer all or a portion of the Total Precipitation component of his or her Sustainable Yield allocation only insofar as any portion of the Total Precipitation component has been carried over from a previous year and thereby converted to groundwater credits pursuant to Section 4.03(c)(i)(1) above. Any such transfer of groundwater credits must satisfy the conditions below. Total Precipitation shall be credited to the transferee's account as groundwater credits.

1. The proposed transferee will put the allocation to use within the Tule Subbasin;
2. If outside the ETGSA boundaries, the proposed transferee will put the allocation to use within the boundaries of a groundwater sustainability agency which permits the transfer of its own groundwater allocations to water users within the ETGSA;
3. The transfer agreement is memorialized in writing, using a form provided by the ETGSA; and
4. Both the ETGSA and the groundwater sustainability agency of the transferee are informed of the parties to the transfer and the quantity transferred.

No action shall occur on any proposed transfer unless all past due assessments, interest and penalties owed to the ETGSA by either transferee or transferor have been paid prior to the date that the proposed transfer is submitted to the General Manager.

(ii) *Tier 1 Penalty Allocation*

1) *Carryover of Tier 1 Penalty Allocation*

If an owner uses less than his or her total Tier 1 Penalty Allocation, the difference between the allocation amount for the relevant period and the amount of the Tier 1 Penalty Allocation used and/or transferred during that period year shall be carried over to the next year. Carryover of Tier 1 Penalty Allocations shall accumulate on a rolling five-year basis. No Tier 1 Penalty Allocation may carry over for longer than five years from the date of the allocation.

2) *Transfer of Tier 1 Penalty Allocation*

An owner may transfer all or a portion of his or her Tier 1 Penalty Allocation to another owner if all of the following conditions apply:

1. The proposed transferee will put the allocation to use within the ETGSA;
2. The transfer agreement is memorialized in writing, using a form provided by the ETGSA identifying the quantity and signed by both parties.

No action shall occur on any proposed transfer unless all past due assessments, interest and penalties owed to the ETGSA by either transferee or transferor have been paid prior to the date that the proposed transfer is submitted to the General Manager.

(iii) *Tier 2*

1) *No Carryover and Transfers*

No carryover or transfer of Tier 2 extractions is allowed. In addition to penalties associated with Tier 2 extractions as defined in Article V, the quantity of Tier 2 water consumed shall be deducted from the owner's Tier 1 Penalty Allocation account the following year(s). If the owner's Tier 1 Penalty Allocation account is depleted, further enforcement actions may be taken by the ETGSA.

**Section 4.04 Kern Tulare Water District Management Area**

*[To be determined]*

**Section 4.05 Land Subsidence Management Area**

*[To be determined]*

**Section 4.06 Community Management Areas**

*[To be determined]*

**Section 4.07 Appeal Process**

(a) **Notification of Allocations and Extraction Limits**

The General Manager shall provide written notice to each owner and if requested, the operator, of the groundwater allocations described in this Article 4.

**(b) Protest of Allocations and Extraction Limits**

Within thirty (30) days of the date identified in the written notification described in Section 4.07(a), an owner may protest the extraction allocations and extraction limits identified in the notification. The written protest must be submitted to the General Manager at the ETGSA's Main Office.

The General Manager shall investigate matters related to the protest, may consult with the ETGSA Technical group, and may present any relevant information, along with any recommendation, to the Board within sixty (60) days of receipt of the protest. The Board shall act on the written appeal and supporting documentation within 120 days of receipt of all relevant information.

**Section 4.08 Emergency Ordinances**

Nothing in this Article shall prevent the ETGSA, in the event of an emergency, from enacting emergency regulations or ordinances to prevent harm to landowners within the ETGSA.

**Article V. Fees & Penalties**

**Section 5.01 Penalties**

**(a) Penalty for Excess Use**

If any owner within the Greater Tule Management Area exceeds his or her Sustainable Yield allocation, he or she shall be liable for penalties as follows: (1) liability rate in an amount to be determined annually by the Board, for each Tier 1 Penalty Allocation acre-foot consumed; and (2) additional liability rate, in an amount to be determined annually by the Board, for each Tier 2 acre-foot consumed.

**(b) SGMA Penalties**

Any owner, operator or other person who violates the provisions of these rules and regulations is subject to the criminal and civil sanctions set forth in SGMA.

**(c) Civil Remedies**

Upon the failure of any person to comply with any provision of this rules and regulations, the ETGSA may petition the Superior Court for a temporary restraining order, preliminary or permanent injunction, or such other equitable relief as may be appropriate. The right to petition for injunctive relief is an additional right to those, which may be provided elsewhere in these rules

and regulations or otherwise allowed by law. The ETGSA may petition the Superior Court to recover any sums due to the ETGSA.

### **Section 5.02 Groundwater Extraction Fees**

The Board may propose fees, including groundwater extraction fees, consistent with Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section Sections 10730 through 10730.6, and the California Constitution. The owner shall pay to the ETGSA all Groundwater Extraction Fees within 30 days of the date of any invoice submitted by the ETGSA.

De Minimis Extractors. No extraction fees shall be charged to any de minimis extractor.

### **Section 5.03 Real Property Assessments**

The Board may propose land-based assessments consistent with Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10730, and the California Constitution. The owner shall pay to the ETGSA all assessments within 30 days of the date of any invoice submitted by the ETGSA.

### **Section 5.04 Notification and Appeal of Penalties**

#### **(a) Notification of Tier 1 and Tier 2 Penalties**

Each year, the General Manager shall provide written notification to each owner if requested by owner of: (1) the Tier 1 penalty rate, and (2) the Tier 2 penalty rate. The notification shall include the water accounting used to determine both Tier 1 penalties and Tier 2 penalties for excess consumption.

#### **(b) Payment of Penalties**

The owner shall pay to the ETGSA all Tier 1 and Tier 2 penalties within 30 days of the date of any invoice submitted by the ETGSA.

#### **(c) Protest of Penalty Determination**

Within 30 days of the date identified in any invoice submitted by the ETGSA an owner may appeal a penalty determination in writing. Owner must still submit payment within thirty (30) days of the invoice. The written appeal must be submitted to the General Manager, at the ETGSA's Main Office.

The General Manager shall investigate matters related to the appeal, and may present any relevant information, along with any recommendation, to the Board within sixty (60) days of receipt of the appeal. The Board shall act upon the written appeal and supporting documentation within 120 days of receipt of all relevant information.

## **Article VI. Surface Water Recharge in the Underground**

### **Section 6.01 Groundwater Recharge**

Owners may use existing facilities to store surface water underground within the ETGSA boundaries. An owner who stores surface water pursuant to this Section may subsequently put such water to his or her own beneficial use within the ETGSA boundaries, or may transfer the water to another owner for use within the ETGSA boundaries. The use of stored water pursuant to this Section must be achieved utilizing on-farm activities. All water stored pursuant to this Section must be used within the ETGSA boundaries. Each owner who stores surface water pursuant to this Section shall provide accurate, verifiable records of the quantity and source of surface water stored for recharge, confirmed by the district or entity that supplied the surface water. The owner shall adhere to any rules promulgated by any district or entity supplying the surface water. Surface water stored and documented in compliance with the requirements of this Section shall be credited to the relevant owner's account as a surface water credit. Each owner shall be solely responsible for locating, purchasing, accessing, or otherwise acquiring surface water for the purposes of recharge pursuant to this Section. This policy applies to all non-districted lands and districted lands which choose to adhere to this Article VI.

[end of document]



# ETGSA Board Meeting December 3, 2020

---

## Agenda Item 6.a

### Report on ongoing ETGSA outreach efforts

#### Staff Report to the ETGSA Board of Directors

**Subject:** Summary of ETGSA Outreach  
**Submitted By:** General Manager  
**Recommended Action:** *n/a (report is for informational purposes)*

#### **Executive Summary:**

In addition to its regular Board and Committee Meetings and email correspondence to its Interested Parties List, ETGSA continues to conduct community outreach regarding SGMA, ETGSA, and the development of ETGSA's Draft GSP through a variety of events and other media.

A summary of ETGSA's outreach efforts in September is provided below:

- In accordance with the Governor's Executive Order (N-29-20) and the declared State of Emergency, including social distancing directives as a result of the threat of the COVID-19 virus, committee members and ETGSA staff have been participating in meetings and engaging with stakeholders and the public remotely via teleconferencing.
- November 23, 2020: Welcome Letter for ETGSA's Basinsafe Accounts were mailed out to landowners in the Greater Tule Management Area.
- Zoom Teleconferencing Participation for ETGSA:
  - November 5, 2020 Board of Directors: 47 Users
  - November 13, 2020 Special Board of Directors: 21 Users

#### **Background:**

SGMA requires that, "The groundwater sustainability agency shall consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans..." (WAT § 10723.2). ETGSA undertakes outreach efforts, both individually and in collaboration with regional partners, to ensure that these interests are considered and provided with information pertinent and relevant to SGMA and the



## ETGSA Board Meeting December 3, 2020

---

development of ETGSA's GSP. The ETGSA Board of Directors adopted a Communication and Engagement Plan on October 5, 2018 that serves as a living guide to ETGSA's outreach efforts.

ETGSA's Board and Committee meetings occur on a regular basis and, save for closed session as permitted pursuant the Brown Act, are open to the public.

ETGSA continues to encourage its stakeholders to engage the Agency with other opportunities for outreach.

### **Fiscal Impact:**

- Monthly cost for Zoom Standard Pro: \$14.99

**Attachments:** n/a



# ETGSA Board Meeting December 3, 2020

---

## Agenda Item 7.a

### Receive Reports from Executive Committee Members

#### Staff Report to the ETGSA Board of Directors

**Subject:** Summary of Executive Committee Meeting

**Submitted By:** General Manager

**Recommended Action:** *n/a (report is for informational purposes)*

#### **Executive Summary:**

The ETGSA Executive Committee did not meet in November due to lack of Agenda items.

#### **Background:**

n/a

#### **Fiscal Impact:**

n/a

#### **Attachments:**

n/a



# ETGSA Board Meeting December 3, 2020

---

## Agenda Item 7.b

### Receive Reports from Stakeholder Committee Members

#### Staff Report to the ETGSA Board of Directors

**Subject:** Summary of Stakeholder Committee Meeting

**Submitted By:** General Manager

**Recommended Action:** *n/a (report is for informational purposes)*

#### **Executive Summary:**

The ETGSA Stakeholder Committee did not meet in November due to lack of Agenda items.

#### **Background:**

n/a

#### **Fiscal Impact:**

n/a

#### **Attachments:**

n/a



# ETGSA Board Meeting December 3, 2020

---

## Agenda Item 8.a

### Receive Finance Committee Monthly Reports

#### Staff Report to the ETGSA Board of Directors

**Subject:** Summary of Most Recent ETGSA Finance Committee Meetings

**Submitted By:** General Manager

**Recommended Action:** *n/a (report is for informational purposes)*

#### **Executive Summary:**

Meeting #1 – The ETGSA Finance Committee met on November 13, 2020. Below is a summary of the actions taken:

- Approved the Minutes of the November 5, 2020 ETGSA Finance Committee Meeting.
- Reviewed and Approved Financial Statements with the County of Tulare.
- Reviewed and Approved Financial Statements and paying the bills.
- Committee discussed administrative needs for ETGSA and provided direction to General Manager for hiring staff.

Meeting #2 – A report on the Meeting of the ETGSA Finance Committee, scheduled to be held on December 3, 2020, will be given verbally.

#### **Background:**

n/a

#### **Fiscal Impact:**

n/a

#### **Attachments:**

n/a



# ETGSA Board Meeting December 3, 2020

---

## Agenda Item 8.b

### Review the Financial Statements; consider ratification of bills paid and approval of bills to be paid

#### Staff Report to the ETGSA Board of Directors

**Subject:** ETGSA Financial Statements and Bills  
**Submitted By:** General Manager  
**Recommended Action:** *Move to approve ratification of bills paid, the bills to be paid.*

**Executive Summary:**

n/a

**Background:**

n/a

**Fiscal Impact:**

n/a

**Attachments:**

- Exhibit A: ETGSA Financial Statements (Unaudited)
  - Note – To be distributed on the day of the Board Meeting



# ETGSA Board Meeting December 3, 2020

---

## Agenda Item 9.a

### Report on Tule Subbasin Coordination and TH&Co Task Items

#### Staff Report to the ETGSA Board of Directors

**Subject:** Updates Regarding Tule Subbasin Coordination and Task Items

**Submitted By:** General Manager

**Recommended Action:** *n/a (report is for informational purposes)*

#### **Executive Summary:**

The Tule Subbasin GSA Managers met on November 23, 2020. Below is a summary of the updates, anticipated deliverables, and associated Exhibits:

- The staff from ETGSA, LTRID GSA, Pixley GSA, DEID GSA, TCWA, and Alpaugh GSA got together and discussed GSP implementation, Tule Subbasin governance structure and the Technical Advisory Committee (TAC).
- **Data Management System:** In finalizing phase, will be finished by the end of the year.
- **Finances:** Reviewed current Financial Statement and Budget.
- **Grants:**
  - Reviewed Prop. 68 grant criteria, schedule, and eligibility.
  - Discussed projects for grant application.
- **Technical Advisory Committee (TAC):** The next meeting of the TAC has been scheduled for January 20, 2021. Notices and agendas including call-in information for the TAC meetings will be posted on the Tule Subbasin website: [www.tulesgma.com](http://www.tulesgma.com). Notice and Agendas will also be provided by ETGSA.

#### **Background:**

ETGSA is member to the Tule Subbasin MOU Group. This group consists of the various GSAs overlying the Tule Subbasin. More information can be found at: [www.tulesgma.com](http://www.tulesgma.com)

The Tule Subbasin GSAs have collectively engaged and contracted TH&Co to undertake various scopes of work to assist them in the completion of their GSPs, Coordination Agreement, and



## ETGSA Board Meeting December 3, 2020

---

various technical matters that must be addressed in a coordinated Subbasin manner. Additionally, R.L. Schafer serves as the Tule Subbasin Coordinator and David De Groot/4Creeks serves as Technical Lead/Grant Lead/Secretary. Lower Tule River Irrigation District serves as Fiscal Agent to the Tule Subbasin MOU Group.

### **Fiscal Impact:**

- N/A

### **Attachments:**

- N/A