

**PROVIDENT IRRIGATION DISTRICT
PRINCETON-CODORA-GLENN IRRIGATION DISTRICT**

**NOTICE OF ELECTION TO SERVE AS GROUNDWATER SUSTAINABILITY
AGENCY**

Provident Irrigation District (“PID”) and Princeton-Codora-Glenn Irrigation District (“PCGID”) (collectively, “the Districts”) provide this Notice pursuant to Water Code Section 10723.2 of their election to jointly serve as the Groundwater Sustainability Agency (“GSA”) for the basin identified in Exhibit A.

PCGID and PID are irrigation districts formed and operating under the provisions of the California Irrigation District Law (California Water Code Section 20500, and following), and each has the authority to exercise powers related to groundwater management. The Districts have territory in both Glenn and Colusa Counties, and they depend on the Colusa Sub-Basin of the Sacramento Valley Groundwater Basin (the “Basin”), an unadjudicated groundwater basin underlying the Districts’ service areas, to help meet the water needs of their landowners.

On March 10 and 11, 2015, respectively, PID and PCGID held public hearings to consider their decision to jointly serve as a GSA for the Basin. The Districts caused notice of their election to serve as a joint GSA to be published in the Woodland *Daily Democrat*, Sacramento *Valley Mirror*, Colusa *Sun-Herald*, and the Red Bluff *Daily News* as provided by Water Code Section 10723(b) and Government Code Section 6066. Courtesy copies of the notice were also mailed to Westside Water District, Glenn-Colusa Irrigation District, Reclamation District No. 108, Reclamation District No. 1004, Maxwell Irrigation District, and the Boards of Supervisors of Glenn and Colusa Counties. No negative comments were received prior to or at either hearing.

Immediately following each hearing PID and PCGID, respectively, pursuant to Water Code Section 10723.6, adopted resolutions, attached as Exhibits B and C, approving a Joint Powers Agreement that creates a joint GSA composed of the Districts, and setting out a framework for the development, adoption and implementation of a groundwater sustainability plan (“GSP”) for the Basin pursuant to the Sustainable Groundwater Management Act (“SGMA”) and other applicable provisions of law. A copy of the Joint Powers Agreement is attached as an exhibit to each of the resolutions. The Districts have not adopted any other bylaws, regulations, or ordinances in their role as GSA at this time.

Pursuant to Water Code Section 10723.8(a)(4) the Districts will consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing GSPs. The Districts have communicated with parties interested in the sustainable management of groundwater in the Basin, and will continue to solicit feedback from those parties as the plan is developed. These interests include, but are not limited to, all of the following:

- *Holders of overlying groundwater rights:*
 - *Agricultural users:* This GSA’s area of the basin is composed almost entirely of agricultural users, most of whom have an existing relationship with the Districts. The Districts must jointly agree on any of the GSA’s decisions. A number of

properties are not within the boundaries of either of the Districts. The GSA is will communicate with the landowners who are not within the boundaries of the Districts, to assure that they understand their on-going opportunity to participate in developing the plan.

- *Domestic well owners:* There are many domestic wells within the GSA, however, based on the understanding of groundwater conditions that currently exist, or are likely to exist in the foreseeable future, the GSA anticipates that the plan will exclude domestic wells.
- *Municipal well operators:* N/A. With the exception of the Princeton Water Works, there are no municipal well operators within the boundaries of the GSA. The GSA will coordinate with the Princeton Water Works in developing the plan.
- *Public water systems:* See comment above re: Princeton Water Works.
- *Local land use planning agencies:*
 - Glenn and Colusa Counties: The Districts provided notice of their intention to serve as a joint GSA to both counties, and will continue to communicate with and solicit feedback from them as the GSA develops the plan. In addition, the Districts continue their long history of participation in each county's groundwater planning efforts.
 - Other Water, Irrigation, and Reclamation Districts outside the GSA boundaries: The Districts provided courtesy notice of their intention to serve as a joint GSA to Westside Water District, Maxwell Irrigation District, Glenn-Colusa Irrigation District, Reclamation District No. 108, and Reclamation District No. 1004, and will continue to communicate with and solicit feedback from these neighboring agencies as the GSA develops the plan.
- *Environmental users of groundwater:* There is some use of groundwater for waterfowl habitat on private lands.

On the west side of the Ord Ferry Bridge west of Butte City are parcels of land that are managed for riparian habitat restoration. Some of the land is held by the State of California, but there are no wells located on this, nor any groundwater used on it. The rest of the land is held by the federal government (the US Fish and Wildlife Service). There are groundwater wells located here, and they are used to establish riparian vegetation and cattle grazing. Once vegetation reaches three years in age, wells that had been used for irrigating the vegetation are abandoned.

With those exceptions, the Districts are not aware of any other environmental users of groundwater within the GSA boundaries.

- *Surface water users, if there is a hydrologic connection between surface and groundwater bodies:* N/A

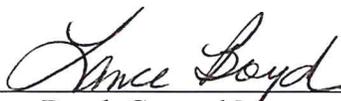
- *The federal government, including, but not limited to, the military and managers of federal lands:* N/A. Besides the federally-managed riparian habitat restoration lands referred to above, there are small parcels along the Sacramento River (on the extreme eastern edge of the GSA boundaries) that the US Fish and Wildlife Service maintains for wildlife viewing. No wells are located there, and no groundwater is used on those parcels. There are no other federal agencies or federal lands within the GSA boundaries.
- *California Native American tribes.* N/A.
- *Disadvantaged communities, including, but not limited to, those served by private domestic wells or small community water systems. :* N/A.
- *Entities listed in Section 10927 that are monitoring and reporting groundwater elevations in all or a part of a groundwater basin managed by the GSA:* Both Districts have groundwater management plans adopted under Water Code Sections 10750, *et seq.* Each of the counties collects groundwater data pursuant to groundwater ordinances. The GSA will continue to coordinate with both counties regarding the plan.

The Districts' and other interest holders' roles and responsibilities will be further defined in the plan. The Districts welcome feedback during this process from the state and any of the agencies or organizations listed here. If the Department of Water Resources requires anything further prior to the acceptance of this notification of the Districts' election to jointly serve as a GSA for the defined part of the Basin, please address your concerns to the undersigned.

Provident Irrigation District
 258 S. Butte St.
 Willows, CA 95988
 (530) 934-4801
 Fax: (530) 934-3066
 E-mail: cprovident@aol.com

Princeton-Codora-Glenn Irrigation District
 P.O. Box 98
 Princeton, CA 95970
 (530) 439-2248
 Fax: (530) 439-2163
 E-mail: pcgid1@aol.com

Date: April 8, 2015



 Lance Boyd, General Manager
 Princeton-Codora-Glenn Irrigation District
 Provident Irrigation District

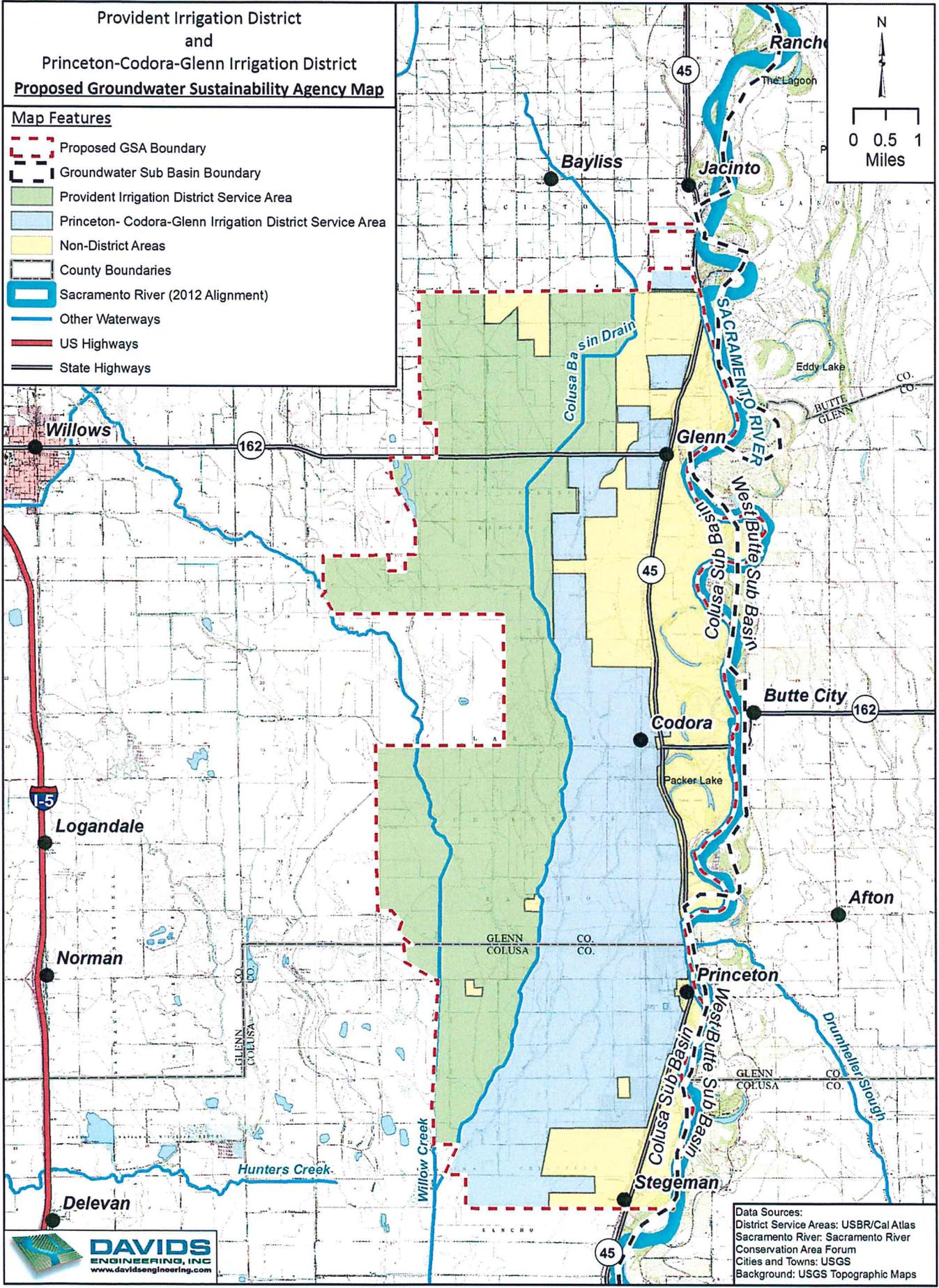
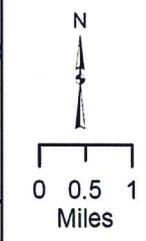
EXHIBIT A

GSA BOUNDARY MAP

Provident Irrigation District
and
Princeton-Codora-Glenn Irrigation District
Proposed Groundwater Sustainability Agency Map

Map Features

- Proposed GSA Boundary
- Groundwater Sub Basin Boundary
- Provident Irrigation District Service Area
- Princeton-Codora-Glenn Irrigation District Service Area
- Non-District Areas
- County Boundaries
- Sacramento River (2012 Alignment)
- Other Waterways
- US Highways
- State Highways



Data Sources:
 District Service Areas: USBR/Cal Atlas
 Sacramento River: Sacramento River Conservation Area Forum
 Cities and Towns: USGS
 Background: USGS Topographic Maps

EXHIBIT B

PID GSA RESOLUTION

J. MARK ATLAS, ATTORNEY AT LAW
WILLOWS, CALIFORNIA

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BOARD OF DIRECTORS
PROVIDENT IRRIGATION DISTRICT
RESOLUTION NO. 2015-1

**RESOLUTION OF DISTRICT ELECTION TO BECOME A GROUNDWATER
SUSTAINABILITY AGENCY UNDER THE SUSTAINABLE GROUNDWATER
MANAGEMENT ACT**

AS A BASIS AND PREMISE for this resolution, the Board of Directors of PROVIDENT IRRIGATION DISTRICT ("the District") finds:

1. The California Legislature has adopted, and the Governor has signed into law, the Sustainable Groundwater Management Act of 2014 ("the Act"), which authorizes local agencies to manage groundwater in a sustainable fashion.

2. In order to exercise the authority granted in the Act, a local agency or combination of local agencies must elect to become a groundwater sustainability agency ("GSA").

3. The District is a local agency, as the Act defines that term.

4. Where more than one local agency overlies a groundwater basin, the Act calls on local agencies to cooperate to manage the groundwater basin in a sustainable manner for the common good.

5. The District overlies an unadjudicated basin, the Colusa Sub-Basin of the Sacramento Valley Basin (designated basin number 5-21.52 in the California Department of Water Resources' CASGEM groundwater basin system) ("the Basin"), and it is appropriate for the District to be a GSA.

6. It is the intent of the District to work cooperatively with other water agencies and the Counties of Glenn and Colusa ("the Counties") to manage the Basin in a sustainable fashion.

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7. Notice of a hearing on the District's election to become a GSA for the Basin has been published in the Woodland Daily Democrat, Sacramento Valley Mirror, Colusa Sun Herald, and the Red Bluff Daily News as provided by law, and a copy is attached as Exhibit A.

8. Courtesy copies of the Notice were also mailed to Westside Water District, Glenn-Colusa Irrigation District, Reclamation District No. 108, Reclamation District No. 1004, Maxwell Irrigation District, the Colusa County Board of Supervisors and the Glenn County Board of Supervisors.

9. On this day, the District held a public hearing to consider whether it should elect to become a GSA for the Basin, and to do so jointly with Princeton-Codora-Glenn Irrigation District ("PCGID").

10. The Board has been presented with a map of the area in which the joint GSA would intend to undertake sustainable groundwater management. A copy of the map is attached hereto as Exhibit B.

11. It would be in the best interests of the District to become a GSA for the Basin, and, if PCGID takes the same action, to do so jointly with that district.

12. This Board has been presented with a proposed form of joint powers agreement for the formation of a joint GSA with PCGID ("JPA").

NOW, THEREFORE, be it RESOLVED, ADJUDGED and ORDAINED as follows:

1. The District hereby elects to become a GSA for the Colusa Sub-Basin of the Sacramento Valley Basin.

2. If, within 30 days of today's date, PCGID also elects to become a GSA, and to do so jointly with this District under the terms of a JPA in substantially the same form as the Board has reviewed today, the President shall execute the JPA. The area in which the JPA shall be approved as that shown on the map attached hereto as Exhibit B. Elwood Weller, Gary Enos and the General Manager are appointed as this District's members of the Management Committee provided for in the JPA.

J. MARK ATLAS, ATTORNEY AT LAW
WILLOWS, CALIFORNIA

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ATTEST:



Secretary

EXHIBIT A

JOINT EXERCISE OF POWERS AGREEMENT

FORMATION OF A JOINT GROUNDWATER SUSTAINABILITY AGENCY

J. MARK ATLAS, ATTORNEY AT LAW
WILLOWS, CALIFORNIA

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JOINT EXERCISE OF POWERS AGREEMENT

FORMATION OF A JOINT GROUNDWATER SUSTAINABILITY AGENCY

THIS JOINT POWERS AGREEMENT (“JPA”) is made on March 11, 2015 between Provident Irrigation District (“PID”) and Princeton-Codora-Glenn Irrigation District (“PCGID”), located in Glenn and Colusa Counties (collectively “Districts” or “Parties”).

RECITALS

As a basis and premise for this JPA, the parties hereto acknowledge the following:

- A. PCGID and PID are irrigation districts formed and operating under the provisions of the California Irrigation District Law (California Water Code Section 20500, and following), and each District can exercise powers related to groundwater management.
- B. The Districts depend on the Sacramento Valley Colusa Sub-Basin (the “Basin”), an unadjudicated groundwater basin underlying the Districts’ service areas, to help meet the water needs of the landowners and residents within their boundaries.
- C. Under the Sustainable Groundwater Management Act (“SGMA”), a combination of local agencies may form a groundwater sustainability agency (“GSA”) through a joint powers agreement.
- D. The Districts intend to work cooperatively with other water agencies, cities and the Counties of Glenn and Colusa to manage the Basin in a sustainable fashion.
- E. The Districts caused notice of their election to serve jointly as a groundwater sustainability agency for the Basin to be published in the *Woodland Daily Democrat*, *Sacramento Valley Mirror*, *Colusa Sun-Herald*, and the *Red Bluff Daily News* as provided by law.
- F. Courtesy copies of the notice were also mailed to Westside Water District, Glenn-Colusa Irrigation District, Reclamation District No. 108, Reclamation District No. 1004, Maxwell Irrigation District, the Colusa County Board of Supervisors and the Glenn County Board of Supervisors.
- G. On March 10 and 11, 2015, PID and PCGID, in that order, held a public hearing to consider whether they should elect to become a groundwater sustainability agency for the Basin, and to do so jointly with the other Party.

AGREEMENT

NOW, THEREFORE, the Districts hereby agree as follows:

1. **Recitals:** The foregoing recitals are incorporated by reference.
2. **Certification.** Each signatory to this Agreement certifies and declares that it is a public agency (as defined in Government Code section 6500) that is authorized to enter into a joint exercise of powers agreement and to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code, commencing with section 6500. As irrigation districts, the Parties have all relevant powers in common.
3. **No Separate Agency.** Nothing in this JPA shall be construed as establishing the GSA as a separate entity.
4. **Term.** This Agreement shall be effective as of the date of signing (“Effective Date”) and will remain in effect until terminated pursuant to Section 15 of this Agreement.
5. **Purpose of the JPA.** The purpose of this Agreement is to provide for the creation of a joint GSA of the Districts, and for the development, adoption and implementation of a sustainable groundwater management plan (“GSP”) for the Basin pursuant to SGMA and other applicable provisions of law.

BOUNDARIES AND OPERATION OF THE GSA

6. **Boundaries of the GSA.** The geographic boundaries of the GSA are set forth on the map attached as Exhibit A.
7. **Function and Powers of the GSA.** Subject to the limitations set forth in this Agreement, acting by and through the GSA, the Districts may exercise any and all powers commonly held by the Districts in pursuit of the GSA’s objectives, including but not limited to the power:
 - (a) To make and enter contracts necessary to the full exercise of the GSA’s power.
 - (b) To retain employees and consultants, and to designate officers and agents.
 - (c) To exercise jointly the common powers of the Districts in studying, planning, and cooperatively managing groundwater within their respective boundaries and the other areas depicted on Exhibit A.
 - (d) To investigate legislation and proposed legislation affecting the Basin and to make appearances regarding such matters.
 - (e) To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any

kind (including, without limitation, investor-owned utilities), and persons, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of a GSA.

(f) To incur debts, liabilities or obligations, to issue bonds, notes, certificates of participation, guarantees, equipment leases, reimbursement obligations and other indebtedness, and, to the extent provided for in a duly adopted GSP to impose assessments, and to impose and collect user fees or other charges.

(g) To apply for, accept and receive licenses, permits, water rights, approvals, agreements, grants, loans, gifts, contributions, donations or other aid from any agency of the United States of America, the State of California or other public or private person or entity necessary for the GSA's purposes.

(h) To acquire, by eminent domain or otherwise, and to hold and dispose of property and any other assets to the extent necessary to the full exercise of the GSA's purposes.

(i) To sue and be sued.

(j) To provide for the prosecution of, defense of, or other participation in actions or proceedings at law or in public hearings in which the Districts, pursuant to this JPA, may have an interest and may employ counsel and other expert assistance for these purposes.

(k) To adopt rules, regulations, policies, bylaws and procedures governing the operation of the GSA and adoption and implementation of the GSP.

(l) To perform all acts necessary or proper to carry out fully the purposes of this Agreement; and to exercise all other powers necessary and incidental to purposes set forth herein.

8. **Joint Decision Making and Management Committee.** Any decisions which PCGID and PID must make under this JPA or in connection with the activities conducted hereunder must be agreed upon jointly. In the event both Districts do not agree, the action which is the subject of the decision shall be submitted for dispute resolution under the provisions of Sections 9 and 10; provided that adoption or amendment of any GSP requires approval of both Parties, and is not subject to dispute resolution. To facilitate obtaining the decisions of the Districts, the Districts shall form a Management Committee consisting of the Manager(s) and two Directors from each District.

9. **Intermediate Dispute Resolution.** Should any controversy arise between the Districts concerning this JPA or the rights and duties of either District under this JPA, the Parties shall submit the matter to the Management Committee for resolution by a vote of its members. If there is a tie, the committee will appoint a person willing to mediate the dispute. The appointed mediator shall be a person who is not an employee, director or landowner of either District and who has knowledge of and experience in the use and supply of irrigation water. The mediator will render a final decision on the dispute and will be compensated equally by both Districts. Any appeal of the mediator's decision shall be made pursuant to Section 10 below.

10. **Binding Arbitration.** Any controversy between the Districts that is not resolved under Section 9 of this Agreement shall be settled by mandatory binding arbitration to be conducted in Glenn County, California in the following manner:

(a) Each District shall select one arbitrator. The arbitrators selected by the Districts shall choose one additional arbitrator and these shall make up the arbitration panel. Should

either District fail to appoint an arbitrator as required by this paragraph within ten (10) days after receiving written notice from the other party to do so, the arbitrator appointed by the other District shall act for both Districts and his or her decision in writing shall be binding and conclusive on both parties to this JPA.

(b) The Districts shall agree on and stipulate to a statement of facts and issues presented, which shall be submitted to the arbitration panel.

(c) If desired, each District may submit a written statement of position to the arbitration panel. If a District chooses to submit a statement of position, copies of that statement must be served on the other District, which shall have the right to submit a written rebuttal within five (5) days from receipt. A copy of the rebuttal shall be served on the other District.

(d) The arbitration panel may request oral argument at which both Districts shall have the right to be present.

(e) If the arbitration panel desires, it may submit written questions to the Districts. The Districts shall respond to any such questions in writing. If a question is addressed to an individual or fewer than all members of the boards of directors of both Districts, copies of the question and the answer shall be served on all board members of both Districts.

(f) Fees and expenses of the arbitration panel shall be borne by the Districts equally or may be assessed by the arbitrator(s), in whole or in part, against either party to this JPA.

(g) The decision of and any award from the arbitration panel shall be binding on the Districts and there will be no further legal or equitable remedies available. There shall be no restrictions on the arbitration panel's authority to impose either equitable or legal remedies. Thus, the arbitration panel may impose remedies that include, but are not limited to, specific performance, monetary damages, or injunctive relief.

GOVERNANCE OF THE GSA

11. **Property.** All property or funds owned or acquired pursuant to this JPA may be held in the name of the GSA, or jointly in the names of the Districts for the benefit of both; provided that property in which the GSA or the Districts have an insurable interest shall be held in the names of the Districts jointly.

12. **Liabilities.** The debts, liabilities and obligations of the GSA shall be the joint and several debts, liabilities or obligations of the Districts.

13. **Withdrawal.** Either Party may unilaterally withdraw from this GSA, effective upon ninety days' written notice to the other Party, provided that (a) the withdrawing Party shall remain responsible for any indebtedness incurred by the Party; and (b) the withdrawing Party pays or agrees to pay its share of debts, liabilities and obligations incurred by the GSA prior to the effective date of its withdrawal. In the event the withdrawing Party has any rights in any property or has incurred obligations to the GSA, the Party cannot sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the other Party. The GSA may not sell, lease, transfer or use any rights of a Party that has withdrawn without first obtaining the written consent of the withdrawing Party.

14. **Repayment of Funds.** No refund or repayment of the initial commitment of funds shall be made to a Party ceasing to be a Party to this Agreement. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, or other agreement of the Parties.

15. **Rescission or Termination.** This Agreement and the GSA will terminate upon withdrawal under Section 13, and may be terminated by agreement of both of the Parties. Nothing in this Agreement shall prevent the Parties from withdrawing as provided in this Agreement, or from entering into other joint exercise of power agreements.

16. **Disposition of Property Upon Termination.** Upon termination of this Agreement, any assets in the name of the GSA shall be transferred to the GSA's successor, provided that a public entity will succeed the GSA, or in the event that there is no successor public entity, to the Parties in proportion to the contributions made by each Party. If the successor public entity will not assume all of the GSA's assets, the Board shall distribute the GSA's assets between the successor entity and the Parties.

BUDGETS AND PAYMENTS

17. **Budget.** The GSA's fiscal year will be a calendar year. Within 90 days of the effective date of this JPA, and prior to the start of each fiscal year thereafter, the Management Committee shall recommend a budget to the Districts for adoption.

18. **Expenditures.** All expenditures within the designations and limitations of the applicable approved budget shall be made upon the approval of the Management Committee. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval and written order of both Districts.

19. **Fiscal Agent.** PID shall act as the Fiscal Agent for the GSA. PID's general manager shall be the Treasurer of the GSA. PID shall issue checks for payment of GSA costs, and PCGID shall reimburse PID immediately upon receipt of PID's request for such reimbursement, which may be made either before or after PID pays the expense concerned. PID will make copies of the records of any such expenditures available to PCGID upon request. The provisions of this Section shall continue until the earlier of (a) PID's request that it be relieved of its Fiscal Agent responsibilities, or (b) upon adoption of a resolution of both Districts. In the event of either occurrence referred to in the preceding sentence, the provisions of Sections 20 through 24 shall be implemented.

20. **Joint Bank Account.** The Districts shall maintain a bank account at a bank in Willows, California of their mutual choosing. The account will be used as a depository for funds received from other agencies or sources for the payment of GSA-related costs. The Districts will contribute equally to the account to pay any GSA costs in excess of the sums received from other agencies or sources. If necessary to meet the requirements of any funding agency, PCGID shall act as the fiscal agent for the Districts, but nothing in this sentence shall be construed as authorizing PCGID to expend funds from the joint account without PID's specific consent.

21. **Depository.** The Board shall designate a Treasurer of the GSA, who shall be the depository and have custody of all money of the GSA, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All funds of the GSA shall be held in separate accounts in the name of the GSA and not commingled with funds of any Party or any other person or entity. The Treasurer shall perform the duties specified in Government Code sections 6505 and 6505.5.

22. **Accounting.** Full books and accounts shall be maintained for the GSA in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for public entities. The books and records of the GSA shall be open to inspection by the Parties at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

23. **Audit.** A qualified firm, serving in the capacity of auditor, shall audit the records and the accounts of the GSA annually in accordance with the provisions of section 6505 of the California Government Code. Copies of such audit reports shall be filed with the State Controller and each Party within six months of the end of the Fiscal Year under examination.

24. **Alternate Funding Sources.** The Board may arrange for the payment of the expenses of the GSA through some other source, including but not limited to State or federal grants or loans. In accordance with Government Code section 6512.1, the Board may direct repayment or return to the Districts of all or part of any contributions made by the Districts, upon such terms as may be consistent with any indebtedness incurred by the GSA.

MISCELLANEOUS PROVISIONS

25. **Counsel.** J. Mark Atlas currently serves as General Counsel to each of the Parties. He has prepared this JPA and advised the Districts about it. Each District acknowledges and consents to Mr. Atlas' representation of the other in this regard.

26. **Amendments.** This Agreement may be amended from time to time by agreement of both of the Parties.

27. **Notice.** Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit

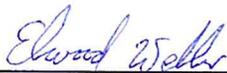
in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery.

28. **Binding on Successors.** Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without a supermajority vote by the Parties. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the GSA then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties hereto.

PRINCETON-CODORA-GLENN
IRRIGATION DISTRICT

By: 
DAVID ALVES, President

PROVIDENT IRRIGATION DISTRICT

By: 
ELWOOD WELLER, President

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J. MARK ATLAS, ATTORNEY AT LAW
WILLOWS, CALIFORNIA

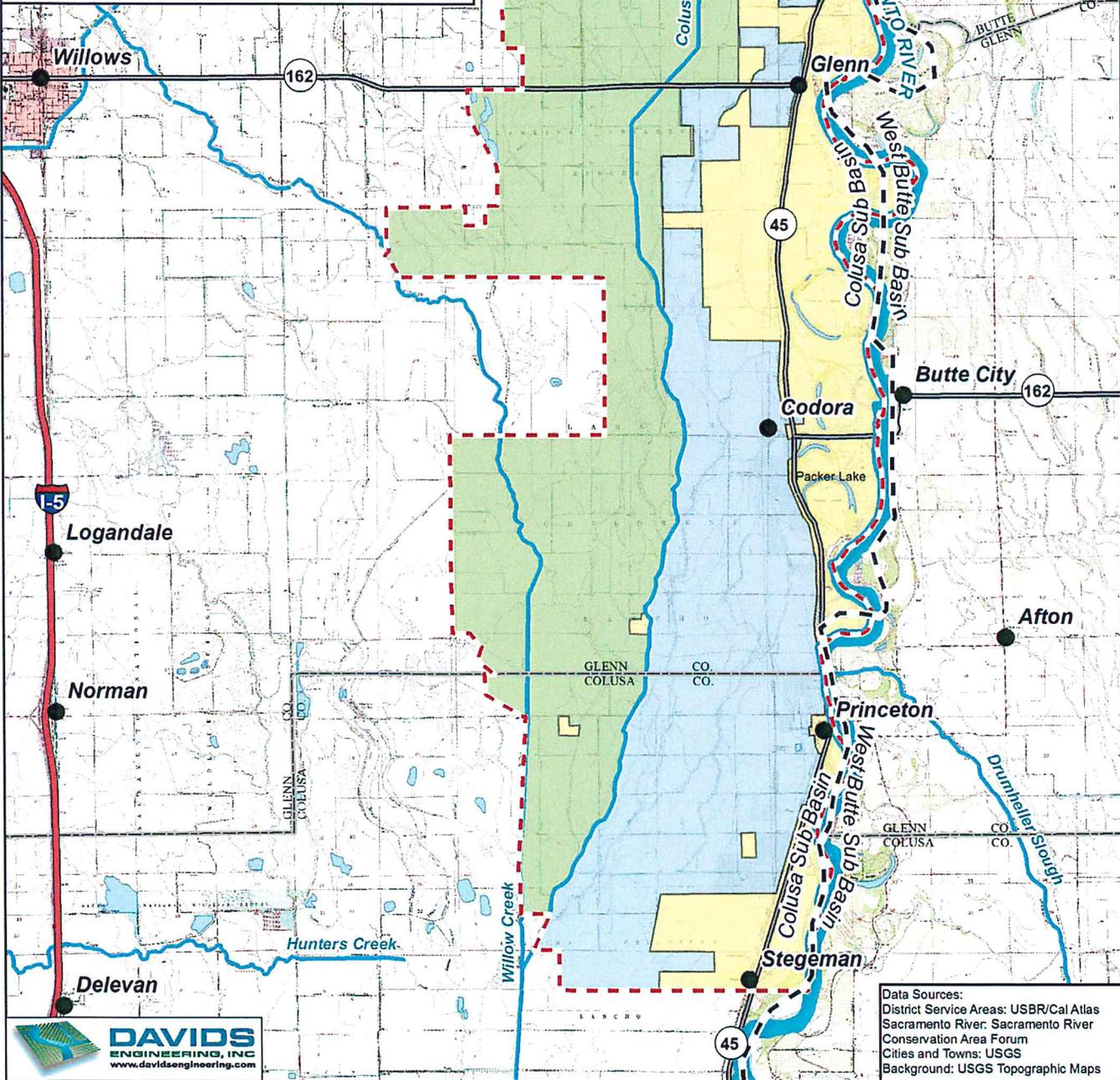
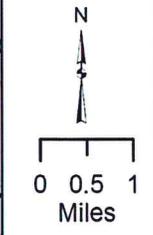
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EXHIBIT B
GROUNDWATER SUSTAINABILITY AGENCY MAP

Provident Irrigation District
and
Princeton-Codora-Glenn Irrigation District
Proposed Groundwater Sustainability Agency Map

Map Features

-  Proposed GSA Boundary
-  Groundwater Sub Basin Boundary
-  Provident Irrigation District Service Area
-  Princeton-Codora-Glenn Irrigation District Service Area
-  Non-District Areas
-  County Boundaries
-  Sacramento River (2012 Alignment)
-  Other Waterways
-  US Highways
-  State Highways



Data Sources:
 District Service Areas: USBR/Cal Atlas
 Sacramento River: Sacramento River
 Conservation Area Forum
 Cities and Towns: USGS
 Background: USGS Topographic Maps

CERTIFICATION

I, Colleen Poneiva the duly and regularly appointed Secretary of the PROVIDENT IRRIGATION DISTRICT, hereby certify that the foregoing is a true, correct and exact copy of a Resolution of the Board of Directors of PROVIDENT IRRIGATION DISTRICT, duly and regularly passed and adopted at a meeting of the said Board of Directors at Willows, California, on March 10, 2015, the original of which is on file in my office and duly and regularly entered in the official records of proceedings of the Board of Directors of PROVIDENT IRRIGATION DISTRICT.

Dated: March 10, 2015.

Colleen Poneiva
Secretary

EXHIBIT C

PCGID GSA RESOLUTION

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BOARD OF DIRECTORS
PRINCETON-CODORA-GLENN IRRIGATION DISTRICT
RESOLUTION NO. 2015-1

**RESOLUTION OF DISTRICT ELECTION TO BECOME A GROUNDWATER
SUSTAINABILITY AGENCY UNDER THE SUSTAINABLE GROUNDWATER
MANAGEMENT ACT**

AS A BASIS AND PREMISE for this resolution, the Board of Directors of PRINCETON-CODORA-GLENN IRRIGATION DISTRICT ("the District") finds:

1. The California Legislature has adopted, and the Governor has signed into law, the Sustainable Groundwater Management Act of 2014 ("the Act"), which authorizes local agencies to manage groundwater in a sustainable fashion.
2. In order to exercise the authority granted in the Act, a local agency or combination of local agencies must elect to become a groundwater sustainability agency ("GSA").
3. The District is a local agency, as the Act defines that term.
4. Where more than one local agency overlies a groundwater basin, the Act calls on local agencies to cooperate to manage the groundwater basin in a sustainable manner for the common good.
5. The District overlies an unadjudicated basin, the Colusa Sub-Basin of the Sacramento Valley Basin (designated basin number 5-21.52 in the California Department of Water Resources' CASGEM groundwater basin system) ("the Basin"), and it is appropriate for the District to be a GSA.
6. It is the intent of the District to work cooperatively with other water agencies and the Counties of Glenn and Colusa ("the Counties") to manage the Basin in a sustainable fashion.

1 7. Notice of a hearing on the District's election to become a GSA for the Basin has been
2 published in the Woodland Daily Democrat, Sacramento Valley Mirror, Colusa Sun Herald, and the
3 Red Bluff Daily News as provided by law, and a copy is attached as Exhibit A.

4 8. Courtesy copies of the Notice were also mailed to Westside Water District, Glenn-
5 Colusa Irrigation District, Reclamation District No. 108, Reclamation District No. 1004, Maxwell
6 Irrigation District, the Colusa County Board of Supervisors and the Glenn County Board of
7 Supervisors.

8 9. On this day, the District held a public hearing to consider whether it should elect to
9 become a GSA for the Basin, and to do so jointly with Provident Irrigation District ("PID").

10 10. The Board has been presented with a map of the area in which the joint GSA would
11 intend to undertake sustainable groundwater management. A copy of the map is attached hereto as
12 Exhibit B.

13 11. It would be in the best interests of the District to become a GSA for the Basin, and, if
14 PCGID takes the same action, to do so jointly with that district.

15 12. This Board has been presented with a proposed form of joint powers agreement for
16 the formation of a joint GSA with PID ("JPA").

17 13. Yesterday PID held a similar hearing, after which its board of directors adopted a
18 resolution substantially the same as this one, which, among other things, approved the form of the
19 JPA, contingent upon this District's doing the same.

20 NOW, THEREFORE, be it RESOLVED, ADJUDGED and ORDAINED as follows:

21 1. The District hereby elects to become a GSA for the Colusa Sub-Basin of the
22 Sacramento Valley Basin, and to do so jointly with PID.

23 2. The President shall execute the JPA. The area in which the JPA shall be approved as
24 that shown on the map attached hereto as Exhibit B. John Garner, Gene Clark and the General
25 Manager are appointed as this District's members of the Management Committee provided for in
26 the JPA.

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3. Within thirty days of the date of this Resolution, the General Manager is directed to provide notice of this election to the California Department of Water Resources in the manner required by law.

4. The General Manager shall facilitate and assist the JPA Management Committee in commencing discussions as soon as practical with other local agencies and with the Counties in order to begin the process of developing groundwater sustainability plans for the Basin, and to develop a plan for the District and the JPA, or a joint plan with other groundwater sustainability agencies in which the District and the JPA might join, in consultation and close coordination with other local agencies, as contemplated by the Act.

5. The members of the JPA Management Committee are directed to report back to the Board at least quarterly on the progress toward developing the groundwater sustainability plan. The Board of Directors wishes to move forward aggressively to complete the development of these plans as quickly as may be feasible and to ensure that the Basin is managed in a sustainable fashion at the earliest possible date.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Princeton-Codora-Glenn Irrigation District on March 11, 2015 by the following vote:

AYES: Directors Alves, Clark, Calvert, Garner, and Withrow

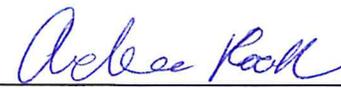
NOES: None

ABSENT: None



President

ATTEST:



Secretary

EXHIBIT A

JOINT EXERCISE OF POWER AGREEMENT

FORMATION OF A JOINT GROUNDWATER SUSTAINABILITY AGENCY

J. MARK ATLAS, ATTORNEY AT LAW
WILLOWS, CALIFORNIA

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JOINT EXERCISE OF POWERS AGREEMENT

FORMATION OF A JOINT GROUNDWATER SUSTAINABILITY AGENCY

THIS JOINT POWERS AGREEMENT (“JPA”) is made on March 11, 2015 between Provident Irrigation District (“PID”) and Princeton-Codora-Glenn Irrigation District (“PCGID”), located in Glenn and Colusa Counties (collectively “Districts” or “Parties”).

RECITALS

As a basis and premise for this JPA, the parties hereto acknowledge the following:

A. PCGID and PID are irrigation districts formed and operating under the provisions of the California Irrigation District Law (California Water Code Section 20500, and following), and each District can exercise powers related to groundwater management.

B. The Districts depend on the Sacramento Valley Colusa Sub-Basin (the “Basin”), an unadjudicated groundwater basin underlying the Districts’ service areas, to help meet the water needs of the landowners and residents within their boundaries.

C. Under the Sustainable Groundwater Management Act (“SGMA”), a combination of local agencies may form a groundwater sustainability agency (“GSA”) through a joint powers agreement.

D. The Districts intend to work cooperatively with other water agencies, cities and the Counties of Glenn and Colusa to manage the Basin in a sustainable fashion.

E. The Districts caused notice of their election to serve jointly as a groundwater sustainability agency for the Basin to be published in the *Woodland Daily Democrat*, *Sacramento Valley Mirror*, *Colusa Sun-Herald*, and the *Red Bluff Daily News* as provided by law.

F. Courtesy copies of the notice were also mailed to Westside Water District, Glenn-Colusa Irrigation District, Reclamation District No. 108, Reclamation District No. 1004, Maxwell Irrigation District, the Colusa County Board of Supervisors and the Glenn County Board of Supervisors.

G. On March 10 and 11, 2015, PID and PCGID, in that order, held a public hearing to consider whether they should elect to become a groundwater sustainability agency for the Basin, and to do so jointly with the other Party.

AGREEMENT

NOW, THEREFORE, the Districts hereby agree as follows:

1. **Recitals:** The foregoing recitals are incorporated by reference.
2. **Certification.** Each signatory to this Agreement certifies and declares that it is a public agency (as defined in Government Code section 6500) that is authorized to enter into a joint exercise of powers agreement and to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code, commencing with section 6500. As irrigation districts, the Parties have all relevant powers in common.
3. **No Separate Agency.** Nothing in this JPA shall be construed as establishing the GSA as a separate entity.
4. **Term.** This Agreement shall be effective as of the date of signing (“Effective Date”) and will remain in effect until terminated pursuant to Section 15 of this Agreement.
5. **Purpose of the JPA.** The purpose of this Agreement is to provide for the creation of a joint GSA of the Districts, and for the development, adoption and implementation of a sustainable groundwater management plan (“GSP”) for the Basin pursuant to SGMA and other applicable provisions of law.

BOUNDARIES AND OPERATION OF THE GSA

6. **Boundaries of the GSA.** The geographic boundaries of the GSA are set forth on the map attached as Exhibit A.
7. **Function and Powers of the GSA.** Subject to the limitations set forth in this Agreement, acting by and through the GSA, the Districts may exercise any and all powers commonly held by the Districts in pursuit of the GSA’s objectives, including but not limited to the power:
 - (a) To make and enter contracts necessary to the full exercise of the GSA’s power.
 - (b) To retain employees and consultants, and to designate officers and agents.
 - (c) To exercise jointly the common powers of the Districts in studying, planning, and cooperatively managing groundwater within their respective boundaries and the other areas depicted on Exhibit A.
 - (d) To investigate legislation and proposed legislation affecting the Basin and to make appearances regarding such matters.
 - (e) To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any

kind (including, without limitation, investor-owned utilities), and persons, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of a GSA.

(f) To incur debts, liabilities or obligations, to issue bonds, notes, certificates of participation, guarantees, equipment leases, reimbursement obligations and other indebtedness, and, to the extent provided for in a duly adopted GSP to impose assessments, and to impose and collect user fees or other charges.

(g) To apply for, accept and receive licenses, permits, water rights, approvals, agreements, grants, loans, gifts, contributions, donations or other aid from any agency of the United States of America, the State of California or other public or private person or entity necessary for the GSA's purposes.

(h) To acquire, by eminent domain or otherwise, and to hold and dispose of property and any other assets to the extent necessary to the full exercise of the GSA's purposes.

(i) To sue and be sued.

(j) To provide for the prosecution of, defense of, or other participation in actions or proceedings at law or in public hearings in which the Districts, pursuant to this JPA, may have an interest and may employ counsel and other expert assistance for these purposes.

(k) To adopt rules, regulations, policies, bylaws and procedures governing the operation of the GSA and adoption and implementation of the GSP.

(l) To perform all acts necessary or proper to carry out fully the purposes of this Agreement; and to exercise all other powers necessary and incidental to purposes set forth herein.

8. **Joint Decision Making and Management Committee.** Any decisions which PCGID and PID must make under this JPA or in connection with the activities conducted hereunder must be agreed upon jointly. In the event both Districts do not agree, the action which is the subject of the decision shall be submitted for dispute resolution under the provisions of Sections 9 and 10; provided that adoption or amendment of any GSP requires approval of both Parties, and is not subject to dispute resolution. To facilitate obtaining the decisions of the Districts, the Districts shall form a Management Committee consisting of the Manager(s) and two Directors from each District.

9. **Intermediate Dispute Resolution.** Should any controversy arise between the Districts concerning this JPA or the rights and duties of either District under this JPA, the Parties shall submit the matter to the Management Committee for resolution by a vote of its members. If there is a tie, the committee will appoint a person willing to mediate the dispute. The appointed mediator shall be a person who is not an employee, director or landowner of either District and who has knowledge of and experience in the use and supply of irrigation water. The mediator will render a final decision on the dispute and will be compensated equally by both Districts. Any appeal of the mediator's decision shall be made pursuant to Section 10 below.

10. **Binding Arbitration.** Any controversy between the Districts that is not resolved under Section 9 of this Agreement shall be settled by mandatory binding arbitration to be conducted in Glenn County, California in the following manner:

(a) Each District shall select one arbitrator. The arbitrators selected by the Districts shall choose one additional arbitrator and these shall make up the arbitration panel. Should

either District fail to appoint an arbitrator as required by this paragraph within ten (10) days after receiving written notice from the other party to do so, the arbitrator appointed by the other District shall act for both Districts and his or her decision in writing shall be binding and conclusive on both parties to this JPA.

(b) The Districts shall agree on and stipulate to a statement of facts and issues presented, which shall be submitted to the arbitration panel.

(c) If desired, each District may submit a written statement of position to the arbitration panel. If a District chooses to submit a statement of position, copies of that statement must be served on the other District, which shall have the right to submit a written rebuttal within five (5) days from receipt. A copy of the rebuttal shall be served on the other District.

(d) The arbitration panel may request oral argument at which both Districts shall have the right to be present.

(e) If the arbitration panel desires, it may submit written questions to the Districts. The Districts shall respond to any such questions in writing. If a question is addressed to an individual or fewer than all members of the boards of directors of both Districts, copies of the question and the answer shall be served on all board members of both Districts.

(f) Fees and expenses of the arbitration panel shall be borne by the Districts equally or may be assessed by the arbitrator(s), in whole or in part, against either party to this JPA.

(g) The decision of and any award from the arbitration panel shall be binding on the Districts and there will be no further legal or equitable remedies available. There shall be no restrictions on the arbitration panel's authority to impose either equitable or legal remedies. Thus, the arbitration panel may impose remedies that include, but are not limited to, specific performance, monetary damages, or injunctive relief.

GOVERNANCE OF THE GSA

11. **Property.** All property or funds owned or acquired pursuant to this JPA may be held in the name of the GSA, or jointly in the names of the Districts for the benefit of both; provided that property in which the GSA or the Districts have an insurable interest shall be held in the names of the Districts jointly.

12. **Liabilities.** The debts, liabilities and obligations of the GSA shall be the joint and several debts, liabilities or obligations of the Districts.

13. **Withdrawal.** Either Party may unilaterally withdraw from this GSA, effective upon ninety days' written notice to the other Party, provided that (a) the withdrawing Party shall remain responsible for any indebtedness incurred by the Party; and (b) the withdrawing Party pays or agrees to pay its share of debts, liabilities and obligations incurred by the GSA prior to the effective date of its withdrawal. In the event the withdrawing Party has any rights in any property or has incurred obligations to the GSA, the Party cannot sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the other Party. The GSA may not sell, lease, transfer or use any rights of a Party that has withdrawn without first obtaining the written consent of the withdrawing Party.

14. **Repayment of Funds.** No refund or repayment of the initial commitment of funds shall be made to a Party ceasing to be a Party to this Agreement. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, or other agreement of the Parties.

15. **Rescission or Termination.** This Agreement and the GSA will terminate upon withdrawal under Section 13, and may be terminated by agreement of both of the Parties. Nothing in this Agreement shall prevent the Parties from withdrawing as provided in this Agreement, or from entering into other joint exercise of power agreements.

16. **Disposition of Property Upon Termination.** Upon termination of this Agreement, any assets in the name of the GSA shall be transferred to the GSA's successor, provided that a public entity will succeed the GSA, or in the event that there is no successor public entity, to the Parties in proportion to the contributions made by each Party. If the successor public entity will not assume all of the GSA's assets, the Board shall distribute the GSA's assets between the successor entity and the Parties.

BUDGETS AND PAYMENTS

17. **Budget.** The GSA's fiscal year will be a calendar year. Within 90 days of the effective date of this JPA, and prior to the start of each fiscal year thereafter, the Management Committee shall recommend a budget to the Districts for adoption.

18. **Expenditures.** All expenditures within the designations and limitations of the applicable approved budget shall be made upon the approval of the Management Committee. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval and written order of both Districts.

19. **Fiscal Agent.** PID shall act as the Fiscal Agent for the GSA. PID's general manager shall be the Treasurer of the GSA. PID shall issue checks for payment of GSA costs, and PCGID shall reimburse PID immediately upon receipt of PID's request for such reimbursement, which may be made either before or after PID pays the expense concerned. PID will make copies of the records of any such expenditures available to PCGID upon request. The provisions of this Section shall continue until the earlier of (a) PID's request that it be relieved of its Fiscal Agent responsibilities, or (b) upon adoption of a resolution of both Districts. In the event of either occurrence referred to in the preceding sentence, the provisions of Sections 20 through 24 shall be implemented.

20. **Joint Bank Account.** The Districts shall maintain a bank account at a bank in Willows, California of their mutual choosing. The account will be used as a depository for funds received from other agencies or sources for the payment of GSA-related costs. The Districts will contribute equally to the account to pay any GSA costs in excess of the sums received from other agencies or sources. If necessary to meet the requirements of any funding agency, PCGID shall act as the fiscal agent for the Districts, but nothing in this sentence shall be construed as authorizing PCGID to expend funds from the joint account without PID's specific consent.

21. **Depository.** The Board shall designate a Treasurer of the GSA, who shall be the depository and have custody of all money of the GSA, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All funds of the GSA shall be held in separate accounts in the name of the GSA and not commingled with funds of any Party or any other person or entity. The Treasurer shall perform the duties specified in Government Code sections 6505 and 6505.5.

22. **Accounting.** Full books and accounts shall be maintained for the GSA in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for public entities. The books and records of the GSA shall be open to inspection by the Parties at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

23. **Audit.** A qualified firm, serving in the capacity of auditor, shall audit the records and the accounts of the GSA annually in accordance with the provisions of section 6505 of the California Government Code. Copies of such audit reports shall be filed with the State Controller and each Party within six months of the end of the Fiscal Year under examination.

24. **Alternate Funding Sources.** The Board may arrange for the payment of the expenses of the GSA through some other source, including but not limited to State or federal grants or loans. In accordance with Government Code section 6512.1, the Board may direct repayment or return to the Districts of all or part of any contributions made by the Districts, upon such terms as may be consistent with any indebtedness incurred by the GSA.

MISCELLANEOUS PROVISIONS

25. **Counsel.** J. Mark Atlas currently serves as General Counsel to each of the Parties. He has prepared this JPA and advised the Districts about it. Each District acknowledges and consents to Mr. Atlas' representation of the other in this regard.

26. **Amendments.** This Agreement may be amended from time to time by agreement of both of the Parties.

27. **Notice.** Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit

in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery.

28. **Binding on Successors.** Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without a supermajority vote by the Parties. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the GSA then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties hereto.

PRINCETON-CODORA-GLENN
IRRIGATION DISTRICT

By: 
DAVID ALVES, President

PROVIDENT IRRIGATION DISTRICT

By: 
ELWOOD WELLER, President

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J. MARK ATLAS, ATTORNEY AT LAW
WILLOWS, CALIFORNIA

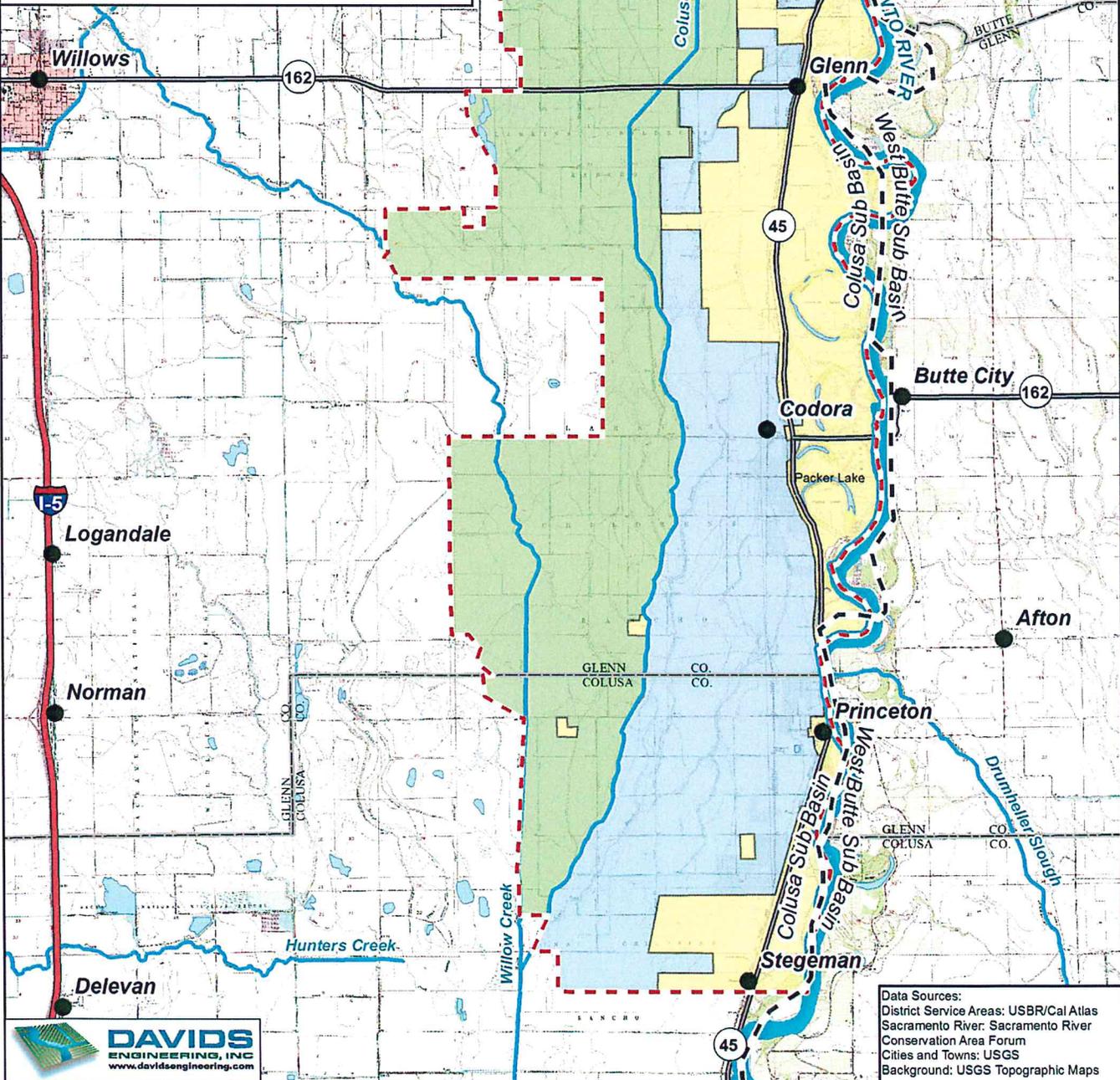
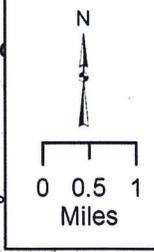
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EXHIBIT B
GROUNDWATER SUSTAINABILITY AGENCY MAP

**Provident Irrigation District
and
Princeton-Codora-Glenn Irrigation District
Proposed Groundwater Sustainability Agency Map**

Map Features

-  Proposed GSA Boundary
-  Groundwater Sub Basin Boundary
-  Provident Irrigation District Service Area
-  Princeton- Codora-Glenn Irrigation District Service Area
-  Non-District Areas
-  County Boundaries
-  Sacramento River (2012 Alignment)
-  Other Waterways
-  US Highways
-  State Highways



Data Sources:
 District Service Areas: USBR/Cal Atlas
 Sacramento River: Sacramento River Conservation Area Forum
 Cities and Towns: USGS
 Background: USGS Topographic Maps



CERTIFICATION

I, Andrea Roach, the duly and regularly appointed Secretary of the PRINCETON-CODORA-GLENN IRRIGATION DISTRICT, hereby certify that the foregoing is a true, correct and exact copy of a Resolution of the Board of Directors of PRINCETON-CODORA-GLENN IRRIGATION DISTRICT, duly and regularly passed and adopted at a meeting of the said Board of Directors at Willows, California, on March 11, 2015, the original of which is on file in my office and duly and regularly entered in the official records of proceedings of the Board of Directors of PRINCETON-CODORA-GLENN IRRIGATION DISTRICT.

Dated: March 11th, 2015.

Andrea Roach
Secretary

