



September 6, 2016

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Peter J. Hronis
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Eric R. Quinley
General Manager

Dale R. Brogan
Special Projects Manager

Mark Nordberg, GSA Project Manager
Senior Engineering Geologist
California Department of Water Resources
901 P Street, Room 213-B
P.O. Box 942836
Sacramento, CA 94236
Mark.Nordberg@water.ca.gov

Delivered via email and U.S. mail

RE: Notice of the Delano-Earlimart Irrigation District's election to serve as a
Groundwater Sustainability Agency for a portion of the Tule Subbasin

Dear Mr. Nordberg:

Please accept this letter as notice by the Delano-Earlimart Irrigation District (DEID) that it has elected to become a Groundwater Sustainability Agency (GSA) for a portion of the Tule Subbasin and Kern County Subbasin, pursuant to the Sustainable Groundwater Management Act (SGMA). Please note that this notice of election has been filed within 30 days of the date that DEID's board of directors approved its resolution electing to become a GSA.

All information required under Section 10723.8(a) of the Water Code has been included in this notice, to wit:

- Maps depicting the proposed Delano-Earlimart Irrigation District GSA boundary. A description of the included maps are as follows:
 - Exhibit A identifies the overall proposed boundary of the DEID GSA. The map includes an aerial overlay, locations of waterways, location of communities, and main roads/highways. In addition, a subset is included identifying where the proposed DEID GSA is located within the greater Tule Subbasin and greater Kern County Subbasin.
 - Exhibit B identifies the location and boundary of each of the public agencies within the DEID GSA, which includes the Earlimart Public Utility District and Delano Earlimart Irrigation District.
 - Exhibit C identifies the Township, Range, and Section for the area of the proposed DEID GSA.

Please note that the proposed boundaries of the DEID GSA include lands that are part of a basin boundary modification that has been requested by DEID

and is awaiting final state action. The boundary modification is categorized as ‘jurisdictional internal’ that would place all of the lands within the current boundaries of DEID into the Tule Subbasin and thus provide consistency in the implementation of SGMA for all DEID landowners. DWR has recommended approval of the request.

- An executed Memorandum of Understanding (MOU) between DEID and EPUD providing for the inclusion of EPUD lands in the DEID GSA.
- Proof of publication for the legal notices that were required in advance of the August 25, 2016 public hearing (Water Code Section 10723(b)).
- A resolution dated August 25, 2016 that was adopted by the DEID board of directors to become a GSA following the public hearing.

The DEID GSA will continue to cooperatively work with other GSAs within the Tule Subbasin and Kern County Subbasin to coordinate all activities and efforts relative to implementation of SGMA.

Pursuant to Water Code Section 10723.2 the following is a list of all beneficial uses and users of groundwater, as well as those responsible for implementing Groundwater Sustainability Plans (GSP), that have been considered:

(a) Holders of overlying groundwater rights, including:

- (1) Agricultural Users- With the exception of the lands served by the EPUD, almost all of the lands are composed of agricultural users and are DEID customers. DEID has preexisting relationships with these water users.
- (2) Domestic well owners- There are farmsteads located throughout the DEID GSA that are served by small domestic wells. In most cases they are also agricultural users and will be considered by the DEID GSA through our preexisting relationships.

(b) Municipal well operators- There are no incorporated cities within the GSA boundary.

(c) Public water systems- There is one public water systems within the proposed DEID GSA: the Earlimart Public Utility District. EPUD has formally agreed to become a part of the DEID GSA through execution of a Memorandum of Understanding with DEID. EPUD operates wells within the GSA and have been fully considered as a cooperating entity.

(d) Local land use planning agencies- The DEID GSA includes lands within both the County of Tulare and the County of Kern. The DEID GSA will work with both county governments on land use planning issues and concerns.

(e) Environmental users of groundwater- None known.

(f) Surface water users, if there is a hydrologic connection between surface and groundwater bodies- None known.

(g) The federal government, including, but not limited to, those served by private domestic wells or small community water systems- DEID holds a water contract for surface waters from the Central Valley Project with the U.S. Bureau of Reclamation. The District interacts routinely with Reclamation personnel and will continue to consider Reclamation as applicable.

(h) California Native American Tribes- None known.

(i) Disadvantaged communities, including, but not limited to, those served by private domestic wells or small community water systems- the unincorporated community of Earlimart is within the DEID GSA (see discussion above).

(j) Entities listed in Water Code Section 10927 that are monitoring and reporting groundwater elevations in all or a part of a groundwater basin managed by a groundwater sustainability agency- DEID has monitored groundwater elevations since the 1950s as part of its water service contracts with the U.S. Bureau of Reclamation. Additionally, DEID participates in regional reporting of groundwater elevations as a part of CASGEM.

DEID will continue to work with interested stakeholders to develop and implement a GSP in a cooperative manner with other GSAs in the Tule Subbasin and Kern County Subbasin. Interested parties will have opportunities, both formally and informally, to provide input into the DEID GSA throughout the process of developing, operating, and implementing the GSA and GSP. Such opportunities may include, but are not limited to, public hearings required by SGMA, public comment periods during DEID regular and special board meetings, and other times to be determined and notices pursuant to Water Code Section 10727.8(a).

Please contact the undersigned should you have any questions.

Sincerely,



Dale Brogan, Special Projects Manager
Delano-Earlimart Irrigation District

Delano-Earlimart Irrigation District Groundwater Sustainability Agency

Formation Notification

Exhibit A

Delano-Earlimart Irrigation District Groundwater Sustainability Agency

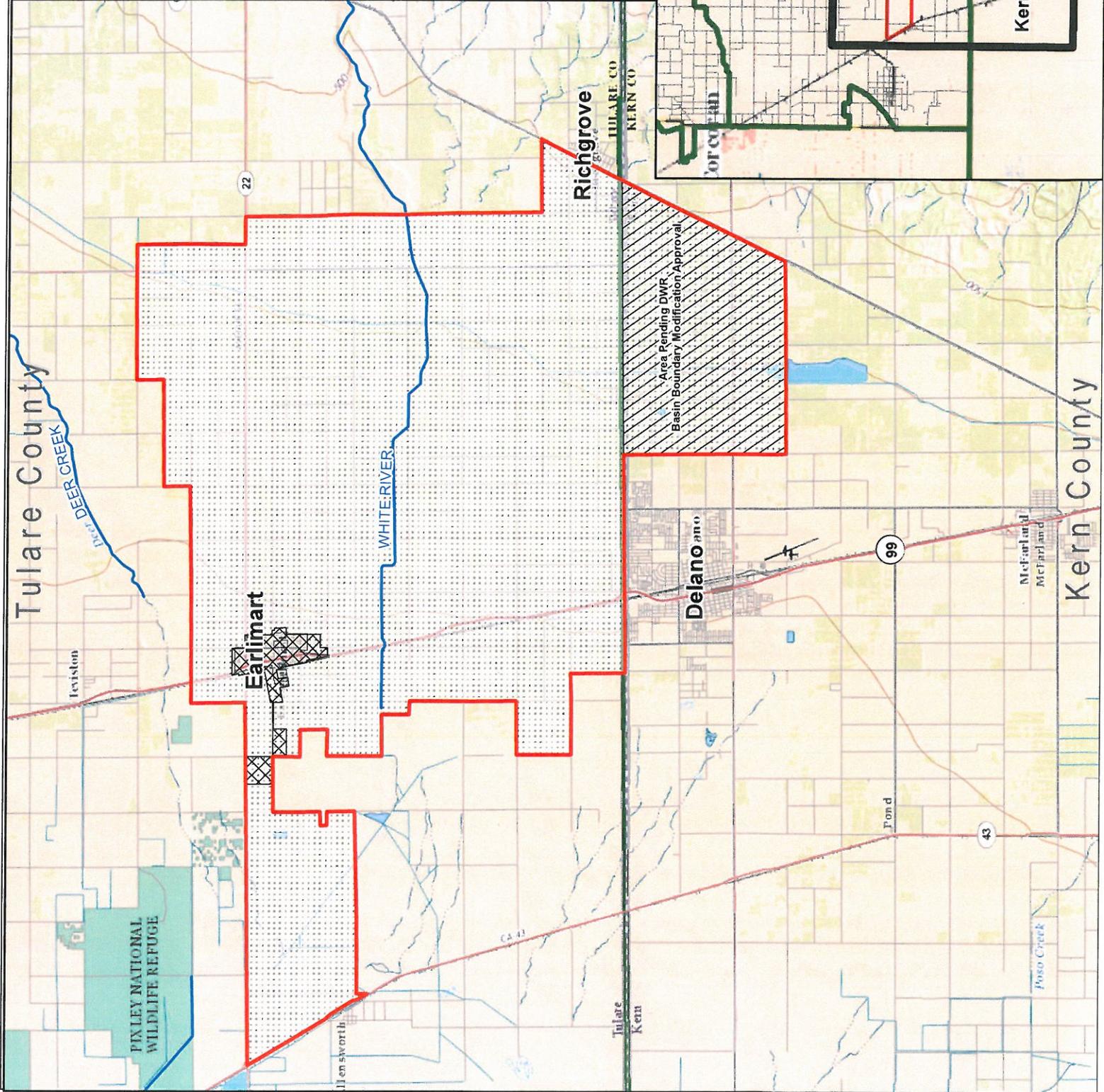
Formation Notification

Exhibit B

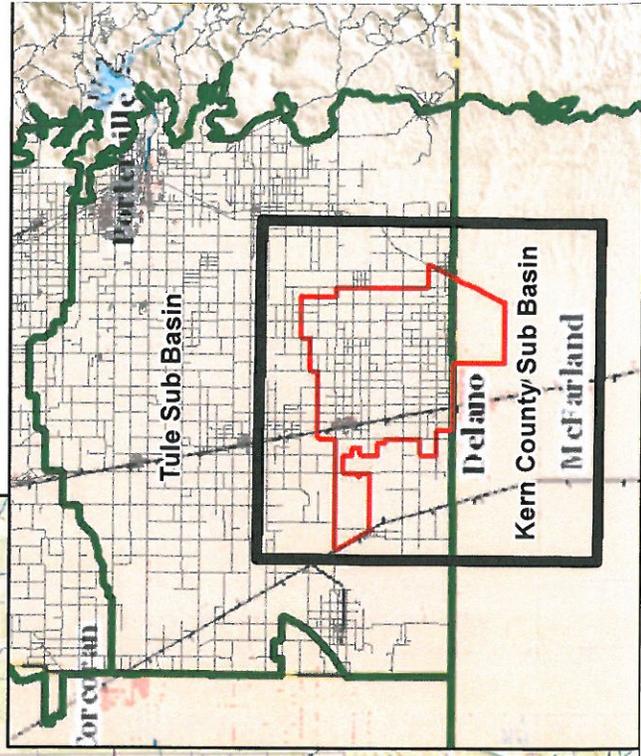
Delano Earlimart Irrigation District Proposed GSA Boundary

Legend

-  County Boundary
-  Bulletin 118 Groundwater Basins
-  Proposed GSA Boundary (64,898 Ac.)
-  Pending DWR Basin Boundary Modification
-  Earlimart Public Utility District
-  Delano Earlimart Irrigation District
-  Rivers



1 in=2.5 miles



Delano-Earlimart Irrigation District Groundwater Sustainability Agency

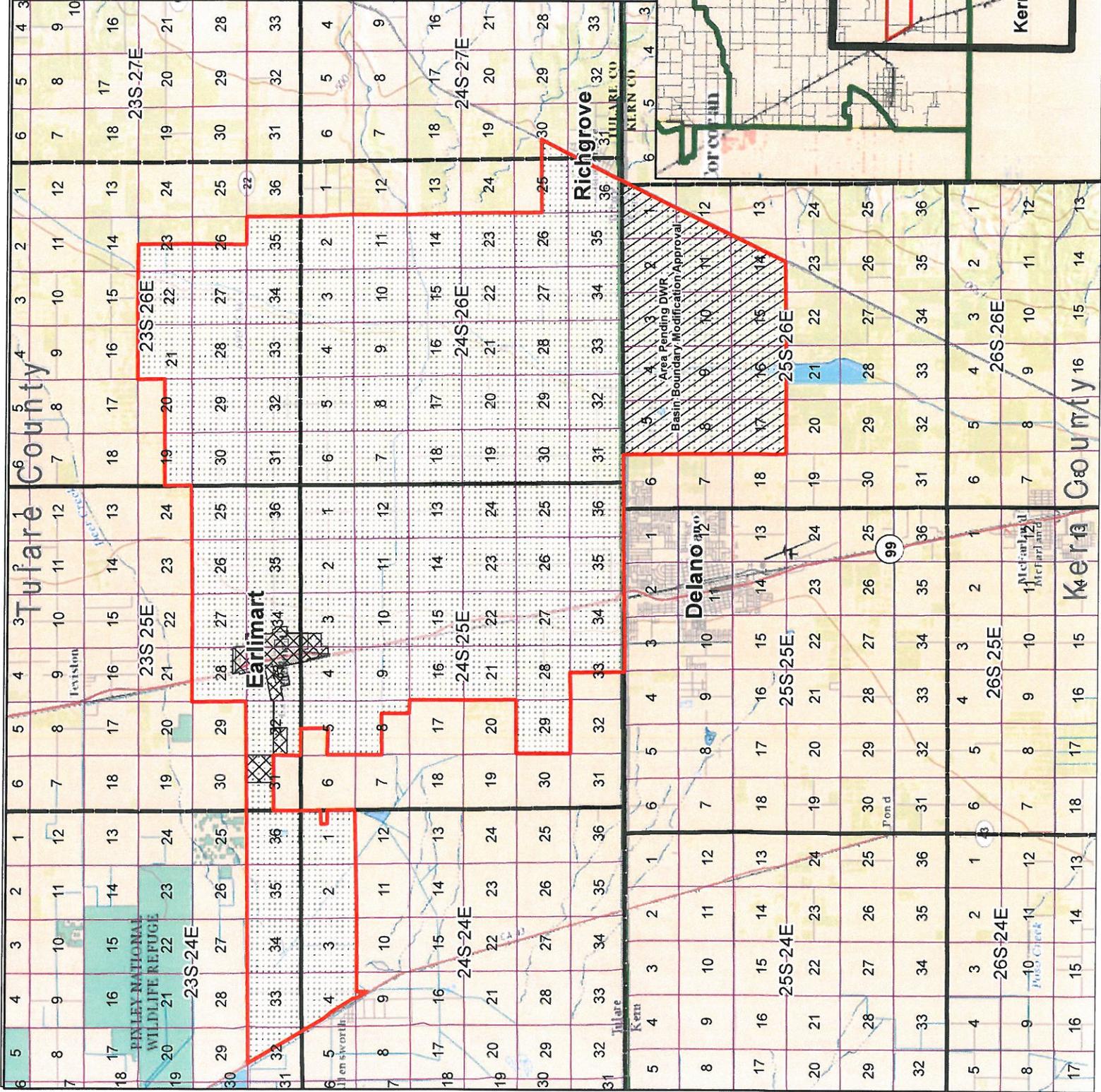
Formation Notification

Exhibit C

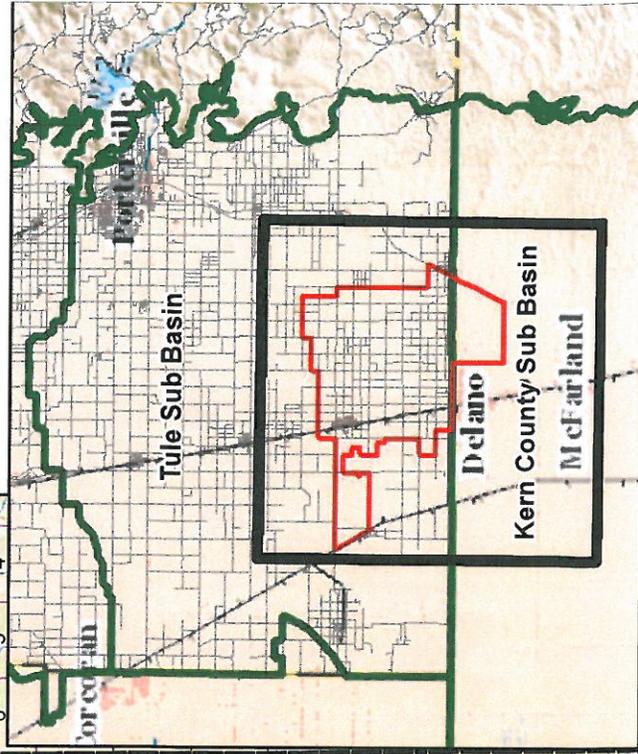
Delano Earlimart Irrigation District Proposed GSA Boundary Townships and Sections

Legend

-  County Boundary
-  Bulletin 118 Groundwater Basins
-  Proposed GSA Boundary (64,898 Ac.)
-  Townships
-  Sections
-  Pending DWR Basin Boundary Modification
-  Earlimart Public Utility District
-  Delano Earlimart Irrigation District



1 in=2.5 miles



PINNEY NATIONAL WILDLIFE REFUGE

Earlimart

Tulare County

Delano

Richgrove

Kern County

McFarland

99

99

99

99

99

99

99

Delano-Earlimart Irrigation District Groundwater Sustainability Agency

Formation Notification

Executed Memorandum of Understanding

Earlimart PUD-Delano-Earlimart ID

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

This Memorandum of Understanding, referred to herein as "Agreement" is entered into on May 23, 2016 between the Delano-Earlimart Irrigation District, an irrigation district organized under the laws of the State of California, referred to herein as "DEID," and the Earlimart Public Utilities District, a public utilities district organized under the laws of the State of California, referred to herein as "EPUD".

This Agreement is made in reference to the following facts:

WHEREAS, in September 2014, three bills (SB 1168, SB 1319, and AB 1739) were signed into law creating the Sustainable Groundwater Management Act of 2014 (the Act); and

WHEREAS, the Act requires the formation of a Groundwater Sustainability Agency ("GSA") that will be responsible for implementing provisions of the Act as to each groundwater basin and groundwater subbasin falling within the provisions of the Act, multiple GSAs are allowed within basin or subbasin although the Act requires a coordination agreement between the GSAs within a basin or subbasin; and

WHEREAS, the Act calls for ensuring the sustainability of each groundwater basin and subbasin by each GSA or GSAs covering the basin drafting a Groundwater Sustainability Plan ("GSP") meeting the requirements of the Act to cover the territory of the GSA.

WHEREAS, DEID, and EPUD are both within the San Joaquin Valley Groundwater Basin, Tule Subbasin, a groundwater basin recognized in California Department of Water Resources Bulletin 118 as Groundwater Basin Number: 5-22.13; and

WHEREAS, under the Act, the Tule Subbasin is required to show complete GSA coverage, either through the formation of a single GSA or multiple GSAs by July 1, 2017, and

WHEREAS, DEID, and EPUD are each authorized by the Act to exercise powers related to groundwater management within their jurisdictional boundaries; and

WHEREAS, at this time DEID is moving forward with the formation of a GSA to encompass its territory, which surrounds the territory of EPUD; and

WHEREAS, EPUD is not seeking to form a GSA over its jurisdictional boundaries at this time and agrees to be included within the boundaries of the GSA to be formed by DEID; and

WHEREAS, by this MOU the parties intend to state the terms and conditions of such GSA coverage, subject to later revision as necessary to meet state regulatory requirements.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. Incorporation of Recitals: The recitals stated above are incorporated herein by reference.
2. No Intent to Create a JPA: The parties to this Agreement specifically acknowledge they do not intend to create a joint powers agreement under the California Government Code or to form a joint powers agency as a result of this Agreement.

3. Inclusion Within GSA Boundaries: EPUD agrees that the area subject to its jurisdiction will be within the jurisdictional boundaries of the GSA being formed by DEID. DEID intends to form a GSA and to provide statutory notice under the Act of its GSA boundaries. The Parties hereby agree the DEID GSA boundaries will include the area or territory that is within the jurisdictional boundaries of EPUD. By executing this Agreement, EPUD is agreeing it will be part of, and governed by, the DEID GSA.
4. Acknowledgment Regarding ID Boundaries: Parties agree this MOU is for the purpose of compliance with the Act. EPUD is not being included within the jurisdictional boundaries of DEID for any other purpose and will not incur liability for any DEID assessments charged to DEID landowners or have the right to receive any surface water from DEID, provided however that DEID and EPUD may mutually agree to develop and operate a water importation program for the purpose of EPUD being in water balance under the terms of the DEID GSP.
5. Individual Costs: It is acknowledged that the individual parties will incur costs in complying with the Act, including but not limited to the development and implementation of this MOU.
6. Cost Recovery: EPUD acknowledges that DEID is incurring costs to comply with the Act, the formation of the DEID GSA, and costs in preparation of a coordination agreement between the various GSAs within the Tule Subbasin. DEID will also incur costs in the preparation of the GSP required by the Act. EPUD acknowledges it has a responsibility to reimburse its respective share of these costs for compliance with the Act.

6.1. GSA Formation Cost: EPUD agrees that it will pay \$10,000 (ten thousand dollars) to reimburse DEID for its past and future costs associated forming the DEID GSA. Said reimbursement shall be the full sum required for the costs associated with the formation of the GSA and shall be paid upon execution of this MOU.

6.2 GSA Administration Cost: After DEID meets the statutory requirements of becoming established and recognized as a GSA, EPUD agrees to pay to DEID a proportional share of ongoing GSA administration cost based on a per acre charge. Said per acre charge shall be determined by dividing the ongoing GSA administrative expenses by the total number of acres within the GSA, and then multiplying the cost per acre by the number of acres in the EPUD service area. Said expenses shall be billed to EPUD not less than quarterly and shall be paid within 30 days of receipt.

6.3 Coordination Agreement Cost: DEID has incurred specific costs associated with the development of an initial Coordination Agreement within the stakeholders of the Tule Subbasin. No reimbursement of past costs incurred through the date of this MOU is requested by DEID from EPUD. Further development and revision of the Coordination Agreement will be required to meet the requirements under the Act and subsequent regulations for reporting to the state. Additionally, specific costs will be incurred through the Coordination Agreement to meet the requirement that all GSPs within the Tule Subbasin utilize the same data and methodologies including, but not limited to, the following items: (a) groundwater elevation data; (b) groundwater extraction data; (c) surface water supply; (d) total water use; (e) change in groundwater storage; (f) water budget; and (g) sustainable yield. EPUD agrees to pay to DEID a proportional share of the above described costs associated with the Coordination Agreement on a per acre charge, said proportional share to be determined and billed to EPUD as described in 6.2 of this MOU.

6.4 GSP Preparation and Approval Process Cost: EPUD agrees to pay to DEID a proportional share of GSP preparation and DWR approval process expenses, said proportional share to be determined and billed to EPUD as described in 6.2 of this MOU.

6.5 Annual GSP Implementation Cost: Upon completion of the GSP and approval by DWR, the DEID GSA will begin implementation of the provisions of the GSP within the lands of the GSA. EPUD agrees to pay to DEID a proportional share of GSP implementation expenses, said proportional share to be determined and billed to EPUD as described in 6.2 of this MOU.

6.6 Additional Fee for Importing Water: DEID anticipates that as part of its required coordination with other GSAs and associated GSPs, a maximum baseline level of groundwater pumping will be established for the Tule Subbasin (herein referred to as the "sustainable yield"). EPUD agrees to enter into separate agreement(s) with DEID for the purchase of additional surface water that can be imported into the DEID GSA if it is determined to be a net user of water in excess of its total sustainable yield. DEID, and EPUD agree to develop mutually agreeable methods for determining the sustainable yield, baseline pumping levels and methods for accounting the balances and will include that methodology in the GSP.

Parties acknowledge reimbursement of costs under this section does not include costs or fees established by DEID to bring water into the Tule Subbasin for purposes of increasing the applicable groundwater pumping safe yield for DEID's service area. DEID agrees that it will not charge such fees to EPUD unless either or both agrees to do so in exchange for the increases to the applicable safe yield amounts for the area included in the EPUD service area.

DEID agrees that EPUD may develop and operate its own water importation program(s) for the purpose of being in water balance under the terms of the DEID GSP.

6.7 Accounting: DEID agrees it will provide on an annual basis a summary stating all costs it has incurred in meeting the requirements of the Act to EPUD beginning in any year where reimbursement of expenses is billed to EPUD.

7. Potential Consideration as a Separate Management Area: Parties acknowledge that the applicable state regulations establishing acceptable GSP requirements and elements are not yet complete but under the draft regulations issued February 18, 2016, a GSA may define one or more management areas where conditions are different from other areas of a GSA and a separate management area would facilitate implementation of the GSP.

The parties agree to meet and decide whether identifying the service areas of EPUD as a separate management area or multiple areas is advisable once the final GSP regulations are issued and before the final DEID GSP is developed. The determination of whether a separate management area or areas will be made independently for EPUD. The parties agree that absent a definitive unanimous decision by DEID and EPUD to create a separate management area for the EPUD service area, no separate management area(s) will be identified within the DEID GSP.

The parties agree to review and amend this MOU as necessary should the EPUD service area become a separate management area.

8. Data Collection and Review: EPUD agrees to provide DEID with all required data necessary for the development and implementation of the GSP and SGMA reporting requirements at its expense. Required data shall include but is not limited to: (a) pumping data; (b) groundwater elevation data; and (c) wastewater discharges that are returned to the groundwater basin.

DEID shall provide to EPUD any reports and findings made by DEID that are based on the data provided for review and comment in a timely manner and as part of the development, adoption, and implementation of the DEID GSP.

9. No Guarantee of Water Quantity or Water Quality: This MOU is being entered into by the parties for the purposes of compliance with the Act. DEID is not agreeing that any specific quantity of water or water of any specified quality will be available to EPUD.
10. GSA Governance and Meetings: DEID anticipates the governance of the DEID GSA and GSP will be accomplished in the following manner:

10.1 Groundwater Regulation Advisory Committee (GRAC): DEID has established a GRAC for the purposes of advising the DEID Board of Directors on matters dealing with GSA and GSP development, GSP implementation, and other GSA/GSP matters. EPUD agree to appoint one representative to serve on the GRAC. The GRAC will seek additional participation from other interested parties in the development and implementation of the GSA and GSP per Water Code section 10727.8. All GRAC meetings will be noticed under the provisions of the Brown Act and will be open to the public.

10.2 DEID Board of Directors (BOD): The DEID BOD shall be responsible for all final decisions relative to the development of the GSA, GSP adoption, implementation of the GSP, and other related matters, fully considering the recommendations of the GRAC.

10.3 Subbasin Coordination Committee Meetings: DEID anticipates continued Subbasin Coordination Committee meetings among subbasin GSAs and other stakeholders.

DEID shall provide notice in advance to EPUD of all GRAC meetings, Subbasin Coordination Committee meetings, and any BOD meeting where GSA/GSP matters will be discussed and/or decided upon.

11. Dispute Resolution: Parties agree that should any controversy arise between the two parties, then each district shall appoint from its board of directors one director to serve on a dispute resolution committee for the purpose of meeting informally and attempting to resolve the dispute.

Should such informal dispute resolution fail then disputes may be settled by a civil action to resolve disputes over or to enforce this agreement. In any civil action the prevailing party may be awarded attorney's fees and costs.

12. Termination by EPUD: This MOU shall stay in effect until terminated by the parties, which either Party may do upon 90 days written notice, provided however, that no party may terminate this Agreement unless provision has been made for EPUD's service area to be included into another GSA upon termination, either by EPUD taking steps necessary under the Act to serve as its own GSA, entering into a joint powers agreement or similar type of agreement with another entity to serve as a GSA for EPUS's service area, or agreeing to be

within the boundaries of a separate GSA. All costs owed to DEID must be paid prior to termination.

13. Entire Agreement: This MOU represents the entire agreement among the parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this MOU may be modified without the written consent of each party.
14. Headings: Section headings are provided for organizational purposes only and do not in any manner impact the scope, meaning, or intent of the provisions under the headings.
15. Notices: Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by first class mail, postage prepaid and addressed as stated below. Notices delivered personally are deemed to be received upon receipt. Notices sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party can change the address listed below by giving written notice pursuant to this Section.

DEID
Attn: General Manager
14181 Avenue 24
Delano, Ca 93215

EPUD
Attn: General Manager
Box 10148
Earlimart, CA 93219-0148

16. Construction: This MOU reflects the contributions of all parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
17. No Third Party Beneficiaries Intended: Unless specifically set forth, the parties to this MOU do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
18. Waivers: The failure of any party to insist on strict compliance with any provision of this MOU shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach.
19. Conflict with Laws or Regulations/Severability: This MOU is subject to all applicable laws and regulations. If any provision of this MOU is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the MOU to any party is lost, the MOU may be terminated at the option of the affected party. In all other cases the remainder of the MOU shall continue in full force and effect.
20. Further Assurances: Each party agrees to execute any additional documents and to perform any further acts that may be reasonably required to affect the purposes of this MOU.
21. Counterparts: This MOU may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Parties, having read and considered the above provisions, indicate their agreement by their authorized signatures.

Delano-Earlimart Irrigation District



President, Board of Directors

Earlimart Public Utility District



President, Board of Directors

Delano-Earlimart Irrigation District Groundwater Sustainability Agency

Formation Notification

Proof of Publication

DEID GSA public hearing notices

PROOF OF PUBLICATION

(2015.5 C.C.P.)
(GENERAL FORM)

STATE OF CALIFORNIA }
County of Kern } ss.

I, the undersigned, am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a part of or interested in the above entitled matter. I am the chief clerk/publisher of *The Delano Record*, a newspaper of general circulation, printed and published weekly, in the City of Delano, County of Kern, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court order number 21125, of the County of Kern; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and in any supplement thereof on the following dates, to-wit:

August 11, 18, 2016

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



(Signature)

Executed on _____
at Delano, California

8-18-16

Mon x 2

The *DELANO RECORD*
PO Box 1600
Shafter, CA 93263

Phone (661) 746-4942

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

Notice is hereby given pursuant to Section 10723(b) of the California Water Code and Section 6066, of the California Government Code, that beginning at 4:00 p.m. August 25, 2016, a public hearing will be held by the Board of Directors (Board) of the Delano-Earlimart Irrigation District (District) at the District office, 14181 Avenue 24, Delano, CA, 93215.

The purpose of the public hearing will be to hear comments from the public regarding the District's proposed formation of a Sustainable Groundwater Agency (GSA) within its boundaries in the Tule and Kern County subbasins.

After the public hearing, the Board may choose to adopt a Resolution of intent to become a GSA and to submit notification to the California Department of Water Resources, which shall be posted pursuant to California Water Code Section 10733.3, and will include a description of the proposed boundaries of the portions of the subbasins the District intends to manage pursuant to the Sustainable Groundwater Management Act.

Additional information may be obtained by calling the office of the District at 661-725-2526 during regular business hours.

Publish *Delano Record* August 11, 18, 2016

PROOF OF PUBLICATION

(2015.5 C.C.P.)
(GENERAL FORM)

STATE OF CALIFORNIA }
County of Kern } ss.

I, the undersigned, am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a part of or interested in the above entitled matter. I am the chief clerk/publisher of *The Delano Record*, a newspaper of general circulation, printed and published weekly, in the City of Delano, County of Kern, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court order number 21125, of the County of Kern; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and in any supplement thereof on the following dates, to-wit:

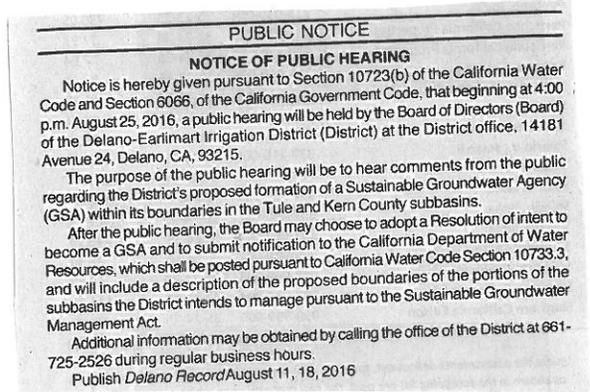
August 11, 18, 2016

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



(Signature)

Executed on 8-18-16
at Delano, California



The *DELANO RECORD*
PO Box 1600
Shafter, CA 93263
Phone (661) 746-4942

Delano-Earlimart Irrigation District Groundwater Sustainability Agency

Formation Notification

***Delano-Earlimart ID Board of Directors resolution electing to become
a Groundwater Sustainability Agency***

RESOLUTION NO. 16-14
of the
DELANO-EARLIMART IRRIGATION DISTRICT

DECLARING THE INTENTION OF THE DELANO-EARLIMART IRRIGATION DISTRICT TO BECOME A GROUNDWATER SUSTAINABILITY AGENCY UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT FOR A PARTS OF THE TULE SUBBASIN AND KERN COUNTY SUBBASIN

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (SGMA), which went into effect on January 1, 2015; and

WHEREAS, SGMA requires all high and medium priority groundwater basins, as designated by the California Department of Water Resources (DWR) Bulletin 118, to be managed by Groundwater Sustainable Agencies (GSAs); and

WHEREAS, the Tule Subbasin and the Kern County Subbasin have each been designated by DWR as high priority basins, of which the Delano-Earlimart Irrigation District (DEID) has existing jurisdiction in both; and

WHEREAS, the Earlimart Public Utilities District (EPUD) is wholly contained within the Tule Subbasin; and

WHEREAS, Water Code section 10723(a) authorizes a local agency or combination of agencies with water supply, water management or local land use responsibilities overlying a groundwater basin to elect to become a GSA under SGMA; and

WHEREAS, DEID is an irrigation district formed pursuant to Division 11 of the California Water Code and is therefore eligible to serve as a GSA within the Tule Subbasin; and

WHEREAS, EPUD is also a legally formed local agency with water supply, water management or local land use responsibilities overlying said Tule Subbasin; and

WHEREAS, EPUD is not seeking to form a GSA over its jurisdictional boundaries at this time and has entered into a Memorandum of Understanding with DEID providing for its inclusion within the boundaries of the GSA to be formed by DEID; and

WHEREAS, Water Code section 10723.2 requires that a GSA consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing Groundwater Sustainability Plans (GSPs); and

WHEREAS, DEID held a public hearing on August 25, 2016 after publication of notice pursuant to Government Code Section 6066 to consider its election to become a GSA; and

WHEREAS, DEID wishes to exercise the powers and authorities of a GSA granted by SGMA through the Water Code.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Delano-Earlimart

Irrigation District does hereby resolve, declare and order as follows;

1. DEID hereby elects to become a groundwater sustainability agency and undertake sustainable groundwater management in the portion of the Tule Subbasin (DWR Subbasin 5-22.13) and in the portion of the Kern County Subbasin (DWR Subbasin 5-22.14) inclusive of (a) all lands currently within the existing boundaries of DEID, and (b) all lands within the EPUD.
2. DEID has an existing outreach program that includes stakeholders within DEID and will expand this outreach program to include all affected stakeholders to ensure all beneficial uses and users of groundwater are considered.
3. Operating as an approved GSA, the DEID Board of Directors intends to negotiate all necessary cooperative and coordinating agreements with other GSAs within the Tule Subbasin and Kern County Subbasin for purpose of implementing a cooperative, coordinated structure for implementation of SGMA throughout the entire Tule Subbasin and Kern County Subbasin, pursuant to SGMA.
4. The DEID Board of Directors hereby authorizes submittal of a notice of intent to undertake sustainable groundwater management in accordance with SGMA (Part 2.74 of the Water Code) to the Department of Water Resources (DWR) on behalf of DEID, those lands being proposed for annexation to DEID, and EPUD; said notification to include DEID's election to be a GSA and all other components as required by SGMA, including a map of the boundaries of the GSA proposed by DEID, attached hereto as Exhibit "A".

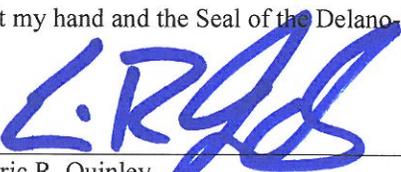
ADOPTED: August 25, 2016 upon motion of Director Hronis, seconded by Director Canata and passed by the following vote:

AYES: Hampton, Hronis, Canata, Kovacevich, Nelson
NOES: None
ABSTAIN: None
ABSENT: None

CERTIFICATE OF SECRETARY

I do hereby certify that I am the Secretary of the Delano-Earlimart Irrigation District, an irrigation district organized and existing under the laws of the State of California, and that the foregoing Resolution was duly adopted by the Board of Directors of said District at a meeting thereof duly and regularly held at the office of the said District at 14181 Avenue 24, Delano, California on the 25th day of August, 2016, at which meeting a quorum of said Board of Directors was at all times present and acting, and that said Resolution has not been rescinded or amended in whole or any part thereof, and remains in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the Delano-Earlimart Irrigation District this 25th day of August, 2016.


Eric R. Quinley
Secretary, Delano-Earlimart Irrigation District

From: [Dale Brogan](#)
To: [Gooding, Benjamin@DWR](mailto:Gooding.Benjamin@DWR)
Subject: supplemental information regarding DEID GSA application
Date: Tuesday, September 06, 2016 2:12:31 PM

Benjamin-

You have requested information in addition to that which was contained in our September 6, 2016 DEID GSA formation application. Specifically, you asked about other GSAs that we are aware of that are forming in our subbasin.

We have been actively involved in Tule Subbasin SGMA stakeholder meetings for the past two years. From those meetings, there are six GSAs that have or will form in the Tule Subbasin. Those GSAs are:

1. Delano-Earlimart Irrigation District GSA
2. Tri-Counties GSA
3. Alpaugh GSA
4. Lower Tule River Irrigation District GSA
5. Pixley Irrigation District GSA
6. East Tule Joint Powers Authority GSA

All lands within the Tule Subbasin will be covered for SGMA purposes between these six GSAs.

As noted in our September 6, 2016 GSA formation application, the DEID GSA will continue to work with interested stakeholders and will develop and implement a GSP cooperatively with other GSAs in the Subbasin. We plan on accomplishing this through our outreach program, maintaining a list of interested parties which we will communicate with regularly on GSA/GSP and other SGMA-related matters, and through continued participation and active involvement with the Tule Subbasin stakeholder group.

Hopefully this is responsive to your request. Please feel free to call should you have other questions or informational needs.

Dale R. Brogan, Special Projects Manager
Delano-Earlimart Irrigation District
14181 Avenue 24
Delano, CA 93215
Office: 661-725-2526
Cell: 559-901-3113

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