



December 3, 2015

**VIA FEDERAL EXPRESS**

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

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

Dear Mr. Nordberg:

Pursuant to Water Code section 10723.8, Imperial Irrigation District (IID) provides this notice of its election to serve as a Groundwater Sustainability Agency (GSA) for the following groundwater basins in Imperial County, as identified in the Department of Water Resources' Bulletin No. 118, to the extent that these basins are within the water service area boundaries of IID:

West Salton Sea basin (7-22);  
Borrego Valley basin (7-24);  
Ocotillo-Clark Valley basin (7-25);  
Coyote Wells Valley basin (7-29);  
Imperial Valley basin (7-30);  
East Salton Sea basin (7-33);  
Amos Valley basin (7-34); and  
Ogilby Valley basin (7-35).

A copy of the resolution electing to become a GSA that was adopted by the Board of Directors of IID on November 3, 2015 is attached hereto as Exhibit A, which includes a map of these groundwater basins. IID understands that the County of Imperial has also elected to become a GSA for all of the groundwater basins within Imperial County. Both the IID Board of Directors and the County Board of Supervisors will be considering a Memorandum of Understanding (MOU) setting forth our respective responsibilities for groundwater management before the end of the year; we will forward a copy of the MOU to the Department upon execution.

IID intends to work cooperatively with the County under the terms of the MOU and with all other interested stakeholders as identified in Water Code 10723.2. These interested parties include, but are not limited to, the following:

- a. Holders of Overlying Groundwater Rights. IID already works closely with landowners within its water service area in managing Colorado River water supplies; this close coordination will continue.
- b. Municipal Well Operators. Similarly, to the extent these are municipal well operators, IID already works closely with the seven cities within our service area – Brawley,

Calexico, El Centro, Imperial, Holtville, Calipatria and Westmorland – and will continue those efforts to ensure reliable urban water supplies.

c. Public Water Systems. IID already works closely with and will continue to do so with the public water systems and municipalities operating within the County of Imperial.

d. Local Land Use Planning Agencies. As noted above, IID intends to execute an MOU for cooperation with the County of Imperial and as also noted above, IID already works closely with the cities located within its water service area boundaries.

e. Environmental Users of Groundwater. IID already works closely with and will continue to do so with users of groundwater for environmental purposes.

f. Surface Water Users. As noted above, IID works with its landowners and growers on a daily basis to manage its surface water supplies on a sustainable basis; this close coordination will continue.

g. The Federal Government. IID has a long history of coordinating with the United States Bureau of Reclamation, the United States Bureau of Land Management, and the United States Fish & Wildlife Service on issues within its boundaries; this close coordination will continue.

h. California Native American Tribes. IID has a long history of coordinating with the Native American Tribes located within the County of Imperial and will continue to do so.

i. Disadvantaged Communities. Six of the seven cities located within the County of Imperial and within the water service area boundaries of IID are classified as disadvantaged communities. IID has a well-established system of outreach to its customers, residents and water users, who regularly attend meetings of the Board of Directors and provide input.

j. Entities Listed in Section 10927. The only applicable agency is the County of Imperial and, as noted above, IID and the County intend to enter into a MOU to address their respective obligations.

Further, as indicated under the statute, IID will consider the interests of all users of groundwater within its water service boundaries and will maintain a list of interested parties to be included in the formation of the Groundwater Sustainability Plan.

If you have any questions, please feel free to contact Tina Shields, Water Manager, at (760) 339-9038 or at [tlshields@iid.com](mailto:tlshields@iid.com)

Very truly yours,



Kevin E. Kelley  
General Manager

cc: Ralph Cordova, County of Imperial

Enclosure:

Exhibit A: Resolution No. 21-2015 Electing to Become a Groundwater Sustainability Agency



**IMPERIAL IRRIGATION DISTRICT  
RESOLUTION NO. 21-2015**

**Electing to Become a Groundwater Sustainability Agency**

**WHEREAS**, the Legislature adopted the Sustainable Groundwater Management Act of 2014, California Water Code Sections 10720, *et seq.*, which authorizes local agencies to manage groundwater in a sustainable fashion; and

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

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

**WHEREAS**, the district's water service area overlies a number of groundwater basins within the county of Imperial, specifically the following groundwater basins identified in the Department of Water Resource's Bulletin No. 118:

West Salton Sea basin (7-22)  
Borrego Valley basin (7-24)  
Ocotillo-Clark Valley basin (7-25)  
Coyote Wells Valley basin (7-29)

Imperial Valley basin (7-30)  
East Salton Sea basin (7-33)  
Amos Valley basin (7-34)  
Ogilby Valley basin (7-35)

**WHEREAS**, it is the intent of the district to work cooperatively with community interests and Imperial County to manage the groundwater basins within the district's water service area in a sustainable fashion; and

**WHEREAS**, on October 23 and 30, 2015, the district caused notice of its election to serve as a groundwater sustainability agency for the groundwater basins in the *Imperial Valley Press*; and

**WHEREAS**, on November 3, 2015, the district held a public hearing to consider whether it should elect to become a groundwater sustainability agency for the groundwater basins within its boundaries.

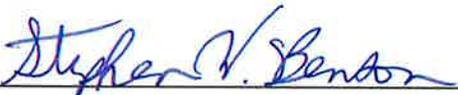
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS AS FOLLOWS:**

1. The district hereby elects to become a groundwater sustainability agency for the groundwater basins within the district's water service area, specifically the groundwater basins identified as basin numbers 7-22, 7-24, 7-25, 7-29, 7-30, 7-33, 7-34 and 7-35 in the Department of Water Resources Bulletin No. 118, and as shown on the map in the attached Exhibit A.
2. District staff is hereby directed to provide notice of this election to the California Department of Water Resources in the manner required by law.
3. District staff is hereby directed to promptly meet with Imperial County in order to begin the process of developing a groundwater sustainability plan for the groundwater basins within the district, including but not limited to an agreement with the county that would set forth the respective responsibilities of the two agencies in developing and implementing the groundwater sustainability plan. District staff is further directed to develop that plan in consultation and close coordination with the California Department of Water Resources, the Regional Water Quality Control Board, the State Water Resources Control Board, and other interested stakeholders, as contemplated by the Sustainable Groundwater Management Act.

**PASSED AND ADOPTED**, this 3<sup>rd</sup> day of November 2015.



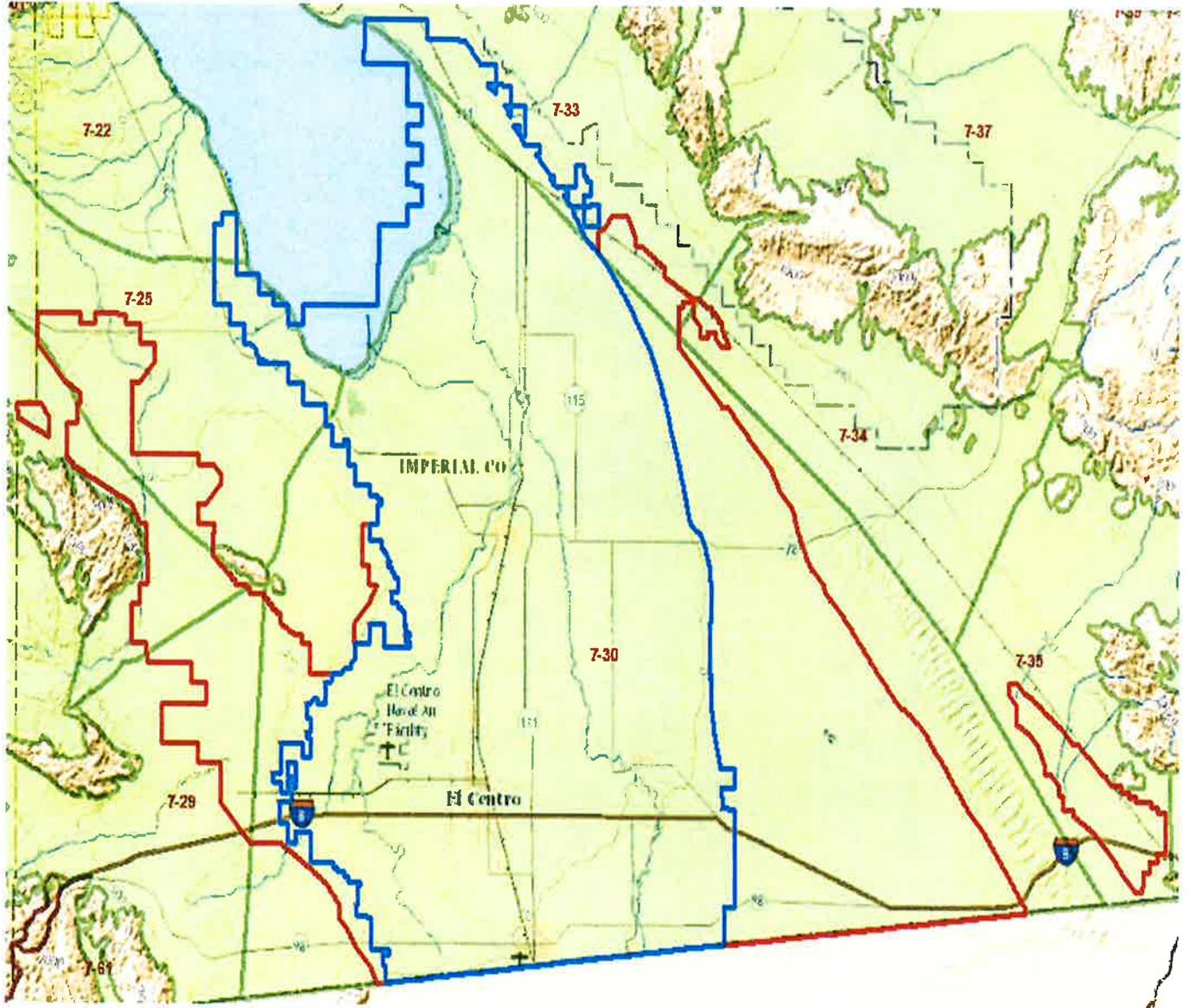
**IMPERIAL IRRIGATION DISTRICT**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**EXHIBIT A**

**WATER SERVICE AREA AND BASIN BOUNDARIES**





# IID

*A century of service.*

June 6, 2016

www.iid.com

*Since 1911*

Mr. Mark Nordberg  
California Department of Water Resources  
P.O. Box 942836  
Sacramento, CA 94236

RE: Notice of Memorandum of Understanding regarding Cooperation and Coordination as GSAs for Shared Groundwater Basins with Imperial County and the Imperial Irrigation District

Dear Mr. Nordberg:

Pursuant to Water Code section 10723.8, Imperial Irrigation District and Imperial County have provided notice of election to serve as a Groundwater Sustainability Agencies for the groundwater basins within the boundaries of each agency. As a result and as the Department of Water Resources website indicates, the following eight groundwater basins are within both agencies' boundaries and, therefore, there is an overlap of GSAs in these basins:

1. West Salton Sea basin (7-22);
2. Borrego Valley basin (7-24);
3. Ocotillo-Clark Valley basin (7-25);
4. Coyote Wells Valley basin (7-29);
5. Imperial Valley basin (7-30);
6. East Salton Sea basin (7-33);
7. Amos Valley basin (7-34); and
8. Ogilby Valley basin (7-35).

As allowed in Water Code section 10723.8, IID and Imperial County have reached agreement to operate as co-GSAs through cooperating and coordinating roles and responsibilities as such under the new legislation. A copy of the Memorandum of Understanding approved by the Board of Directors of IID on December 21, 2015 and by the Imperial County Board of Supervisors on December 22, 2015 is attached hereto, which includes a map of these overlapping groundwater basins. Because all 8 basins are those in IID's notice of election to serve as a GSA, your staff has the corresponding GIS shape files of these basins.

Mr. Mark Nordberg  
June 6, 2016  
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There are no material changes from the information posted in the notices of election submitted by IID and Imperial County. Because both IID and Imperial County will be acting in their own agency capacity and have not created a new separate legal entity, no new bylaws or ordinances were adopted or are necessary for the parties to perform under this cooperative agreement as co-GSAs. The list of interested parties and the explanation of how their interests will be considered in the development and operation of the GSAs and the development and implementation of the sustainability plan remain the same as provided in the notice of election for both IID and Imperial County.

If you have any questions, please feel free to contact Tina Shields, Water Manager, at (760) 339-9038 or at [tlshields@iid.com](mailto:tlshields@iid.com)

Sincerely,



Tina Anderholt Shields, PE  
Water Manager

Sent via email: [mark.nordberg@water.ca.gov](mailto:mark.nordberg@water.ca.gov) and first class mail

cc: Kevin E. Kelley, General Manager, Imperial Irrigation District  
Ralph Cordova, County Executive Officer, Imperial County

Enclosure:

Memorandum of Understanding Cooperation and Coordination as Groundwater Sustainability Agencies for Shared Groundwater Basins within the Imperial County and the Imperial Irrigation District

**MEMORANDUM OF UNDERSTANDING**

**Cooperation and Coordination as Groundwater Sustainability Agencies for Shared Groundwater Basins Within the Imperial County and the Imperial Irrigation District**

This Memorandum of Understanding for the Cooperation and Coordination as Shared Groundwater Sustainability Agencies for Groundwater Basins Within the Imperial County and the Imperial Irrigation District ("MOU") is entered into and effective this 22<sup>nd</sup> day of December, 2015 by and between the County of Imperial ("County") and the Imperial Irrigation District ("IID"). The County and IID are each sometimes referred to herein as a "Party" and are collectively sometimes referred to as the "Parties."

**Recitals**

A. In September 2014, the California Legislature enacted the Sustainable Groundwater Management Act of 2014 (SGMA), which established a statewide framework for the sustainable management of groundwater resources. That framework focuses on granting new authorities and responsibility to local agencies while holding those agencies accountable.

B. County contains a number of groundwater basins, as defined by the California Department of Water Resources' Bulletin 118 that are also within or partially within the water service area of IID. Those basins are: (i) West Salton Sea basin (DWR Basin 7-22), (ii) Borrego Valley basin (DWR Basin 7-24), (iii) Ocotillo-Clark Valley basin (DWR Basin 7-25), (iv) Coyote Wells Valley basin (DWR Basin 7-29), (v) Imperial Valley basin (DWR Basin 7-30), (vi) East Salton Sea basin (DWR Basin 7-33), (vii) Amos Valley basin (DWR Basin 7-34), and (viii) Ogilby Valley basin (DWR Basin 7-35).

C. The Parties wish to collaborate in an effort to ensure sustainable groundwater management for all portions of the groundwater basins that are also within the water service jurisdictional boundary of IID ("Shared Groundwater Basins"), as shown on the attached Exhibit A, as expeditiously as possible and at the lowest possible cost. The Parties recognize that the key to success in this effort will be the sharing of resources and responsibilities. This MOU represents a collaborative effort to develop the framework for such a sharing of resources and responsibilities.

D. The Parties desire to build on this MOU by developing a framework agreement for SGMA implementation by June 30, 2017 and completing the development of an alternative plan or a groundwater sustainability plan by December 31, 2022 (collectively, "Groundwater Sustainability Plan").

**Understandings**

1. *Term.* This MOU shall remain in full force and effect until the earliest of the following events: (i) the approval of a groundwater sustainability framework agreement (the "Framework Agreement") to implement this MOU; (ii) the date upon which the governing Board of either of the Parties votes to terminate the provisions of this MOU, or (iii) June 30, 2017.

2. *Development of the Framework Agreement*

- a. *Purpose of the Framework Agreement.* The purpose of the Framework Agreement is to identify the roles and responsibilities of the Parties, the need for further work and then establish a reasonable and realistic schedule for the development of a Groundwater Sustainability Plan.
- b. *Governance.* The Parties' designated staff (General Manager/County Executive Officer or their designees and counsel) will meet on a schedule to be determined in order to develop the groundwater sustainability plan in an expeditious manner. Representatives of the governing boards (the 2x2 parties) will meet on a schedule to be determined to evaluate progress towards the Framework Agreement and provide policy guidance. The Parties agree that the Framework Agreement will set forth the governance arrangements for the development and implementation of the Groundwater Sustainability Plan.
- c. *Financing.* The Parties agree to devote staff, counsel and consultant time as needed, at each Party's own expense, to actively participate in the development of the Framework Agreement.

3. *Savings Provisions*

- a. This MOU shall not operate to validate or invalidate, modify or affect any Party's powers, authority, policies, rules, regulations or codes, or any Party's rights or obligations under any agreement, contract or memorandum of understanding/agreement entered into prior to the effective date of this MOU. Nothing in this MOU shall operate to convey any new right to groundwater to either Party.
- b. Nothing in this MOU is intended to interfere with the County's exercise of its land-use regulatory authority under its police power or to interfere with the operation of the County's Groundwater Ordinance. Nothing in this MOU is intended to interfere with IID's right to any water derived, directly or indirectly, from the Colorado River that was initially diverted by IID.

4. *General Provisions*

- a. *Authority.* Each signatory of this MOU represents that s/he is authorized to execute this MOU on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this MOU and to perform all obligations under this MOU.
- b. *Amendment.* This MOU may be amended or modified only by a written instrument executed by each of the Parties to this MOU.
- c. *Defense of MOU.* In the event that any judicial or electoral challenge to this MOU is brought by a third party ("Third-Party Challenge"), then the Parties agree to cooperate in the defense of such Third-Party Challenge. The Parties shall

meet and confer in good faith to agree upon a joint defense of such Third Party Challenge. The Parties shall each engage their own counsel and each pay for their own attorneys' fees in connection with such Third Party Challenge.

- d. **Headings.** The paragraph headings used in this MOU are intended for convenience only and shall not be used in interpreting this MOU or in determining any of the rights or obligations of the Parties to this MOU.
- e. **Construction and Interpretation.** This MOU has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this MOU. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this MOU.
- f. **Partial Invalidity.** If, after the date of execution of this MOU, any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- g. **Successors and Assigns.** This MOU shall be binding on and inure to the benefit of the successors of the respective Parties to this MOU. No Party may assign its interests in or obligations under this MOU.
- h. **Necessary Actions.** Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this MOU.
- i. **Compliance with Law.** In performing their respective obligations under this MOU, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.
- j. **Third Party Beneficiaries.** This MOU shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.
- k. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- l. **Notices.** All notices, requests, demands or other communications required or permitted under this MOU shall be in writing unless provided otherwise in this MOU and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by electronic mail or facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the

Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

**To IID:** Imperial Irrigation District  
Attn: General Manager  
P.O. Box 937  
333 E. Barstow Blvd.  
Imperial, CA 92251

**To County:** County of Imperial  
Attn: County Executive Officer  
940 Main Street  
El Centro, CA 92243

***[SIGNATURES ON FOLLOWING PAGE]***

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives as of the date stated in the preamble.

IMPERIAL IRRIGATION DISTRICT

Stephen W. Benson  
By: Stephen W. Benson  
President, Board of Directors

12-22-15  
Date

ATTEST

Gloria A. Rivera  
By: Gloria A. Rivera  
Secretary to the Board

12-22-15  
Date

COUNTY OF IMPERIAL

Ryan E. Kelley  
By: Ryan E. Kelley  
Chairman, Board of Supervisors

12-23-15  
Date

ATTEST

Blanca Acosta  
By: Blanca Acosta  
Clerk of the Board

12-23-15  
Date

EXHIBIT A

MAP OF SHARED GROUNDWATER BASINS

