

FRAMEWORK AGREEMENT

This Framework Agreement is made effective as of [date] by the Marina Coast Water District Groundwater Sustainability Agency (MCWD) and Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) (collectively, the “Parties”) regarding Groundwater Sustainability Plan (GSP) development for the Monterey Subbasin and the 180/400 Foot Aquifer Subbasin, with reference to the following:

RECITALS

A. 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 (the “Act”), effective January 1, 2015; and

B. The Act was amended by Senate Bill 13, effective January 1, 2016; and

C. The legislative intent of the Act is to provide sustainable management of groundwater basins, to enhance local management of groundwater, to establish minimum standards for sustainable groundwater management, and to provide local agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater; and

D. The Act requires formation of one or more groundwater sustainability agencies (“GSAs”) that will be responsible for developing a single or multiple groundwater sustainability plan (“GSP”) for a groundwater basin; and

E. The purpose of this Framework Agreement is to outline the process to be used by the Parties to work collaboratively to develop one GSP for the entire Monterey Subbasin and one GSP for the entire 180/400 Foot Aquifer Subbasin (the “GSPs”). It is further intended to guide the Parties’ coordination during GSP development in the Monterey Subbasin and the 180/400 Foot Aquifer Subbasin and further intended to, in part, implement the intent and purposes of the Coordination Agreement between the Parties dated November 21, 2017.

F. The Parties recognize that a detailed approach is to be developed by the Parties’ technical staff under these guidelines to make sure that the elements of the GSPs are appropriately coordinated to support sustainable management.

NOW, THEREFORE, in consideration of the promises, terms, conditions and covenants contained herein, the Parties to this Agreement hereby agree as follows:

1. Overarching Approach. The Parties agree that one GSP will be developed for the entire Monterey Subbasin (i.e. the Monterey Subbasin GSP), which will contain three management areas that generally encompass the Marina Subarea, the Ord Subarea (both of which are generally located north of State Route 68), and the Corral de Tierra Subarea (located generally south of State

Route 68). The Parties recognize that the exact boundaries of the management areas are to be confirmed. Consistent with the Proposition 1 Grant Work Plans:

(a) MCWD GSA will prepare the GSP components for the Marina Management Area and the Ord Management Area;

(b) SVBGSA will prepare the GSP components for the Corral de Tierra Management Area.

(c) The Parties further agree that SVBGSA will prepare a GSP for the entire 180/400 Foot Aquifer Subbasin.

(d) The Parties agree that they will actively consult with each other, and include each other for review of draft work products during the GSP development process for the 180/400 Foot Aquifer Subbasin and the Monterey Subbasin.

2. Schedule. The Parties agree to develop a detailed approach and schedule for development of the GSPs. The detailed approach and schedule for the Monterey Subbasin GSP should outline the process of preparing separate and common GSP components, as well as identify the timing of data sharing and review of key work products. The detailed approach and schedule for the 180/400 Foot Aquifer should identify the process and timing of consultation and review for key work products. The Parties recognize that a successful GSP relies on involving each other for early input and providing draft work products to the other Party for timely review, and further recognize that the GSP for the 180/400 Foot Aquifer Subbasin must be filed with DWR no later than January 31, 2020, and the GSP for the Monterey Subbasin must be filed no later than January 31, 2022.

3. Coordination Committees; Stakeholder Engagement. The Parties agree to form a Steering Committee that oversees activities under this agreement. The Steering Committee shall include the General Manager and one Board Member from each Party, who will update each Party's Board of Directors. Staff and consultants from each Party may participate in the Steering Committee as necessary. In addition, the Parties agree to form a Technical Committee that consists of staff and/or technical consultants to perform activities under this agreement. The Steering Committee and Technical Committee shall each hold regular meetings pursuant to schedules described in Attachment A and may hold special meetings and workshops as necessary.

The Parties agree to work collaboratively to develop and implement stakeholder engagement plans for the GSPs and ensure regular, productive communication between the Parties, stakeholders, and stakeholder representatives. Each Party is responsible for guiding efforts within their respective plan preparation areas in both basins, e.g., MCWD for the Marina and Ord Subareas of the Monterey Subbasin, and SVBGSA for the Corral de Tierra Subarea of the Monterey Subbasin as well as the 180/400 Foot Subbasin

4. Data Management and Exchange. (a) The Parties agree to develop and maintain coordinated data management system(s) that meet the requirement California Code of Regulations (CCR) Title 23, Section 352.6, such as a single DMS or separate DMSs with coordinated schema to facilitate data sharing.

(b) Each Party shall be responsible for the collection of information to support GSP analyses within their respective plan preparation areas, including but not limited to data to support groundwater conditions assessment, hydrogeologic conceptual model development, numerical model development, and water budget analysis.

(c) The Parties agree, to the fullest extent permitted by law, to make all data necessary to facilitate development of the GSPs available to the other Party and conduct information exchange, either through a formal or informal request, in a timely fashion. To the extent it is necessary to make a written request for information to another Party, each Party shall designate a representative to respond to information requests and provide the name and contact information of the designee to the Coordination Committee. Nothing in this Agreement shall be construed to prohibit any Party from voluntarily exchanging information with any other Party by any other mechanism separate from the Coordination Committee.

(d) It is understood and agreed that a Party to this Agreement may provide the other Party with confidential information. To ensure the protection of such confidential information and in consideration of the agreement to exchange said information, appropriate arrangements may be made to restrict or prevent disclosure.

(e) It is further understood that information to be exchanged may include data obtained from the Monterey County Water Resources Agency (MCWRA) under agreements with the MCWRA. The Parties agree to make the data obtained from MCWRA available for information exchange to the extent permitted by law, and as long as provision of such exchanges follow the terms of agreement with MCWRA.

(f) The Parties agree to consider the development of a Uniform Data Sharing and Confidentiality Agreement with MCWRA so that there will be uniform rules among the three agencies as to how and what data is to be shared, what data shall be considered confidential, and how confidential data is to be secured, protected, shared, and released.

5. Water Budget. The Parties agree to prepare coordinated water budgets and basin setting information for the Monterey and 180/400 Foot Aquifer Subbasins, as required by 23 CCR 354.18. The Parties agree to work to reach consensus on inputs, assumptions, and methodology, as well as review and potential refinement of the portion of the Salinas Valley Integrated Hydrological Model that addresses the Monterey Subbasin and 180/400 Foot Aquifer Subbasins.

6. Monitoring Network. The Parties agree to develop coordinated monitoring network objectives for the Monterey and 180/400 Foot Aquifer Subbasins. The monitoring network shall facilitate the collection of data necessary to characterize groundwater and related surface water conditions and evaluate changing conditions that occur from implementation of the GSPs in each Management Area.

7. Proposition 1 Grant Administration. The Parties agree to coordinate grant administration for GSP development in the Monterey Subbasin. Pursuant to the provisions of the Proposition 1 Sustainable Groundwater Planning Grant Agreement for the Monterey Subbasin,

MCWD will submit invoices, deliverables and other grant administration materials to DWR on behalf of SVBGSA and will redistribute SVBGSA's portion of grant reimbursements to SVBGSA. However, MCWD will not be responsible for verifying the format or information within SVBGSA's submittals. SVBGSA is responsible for timely providing MCWD the information necessary for preparation of quarterly progress reports and grant completion reports.

8. Indemnification. Each Party agrees to defend, indemnify and hold harmless the other Party, and their officers, employees and agents, from against any and all demands, claims, causes of action, suits, judgements, liabilities, liens, losses, damages, expenses, fines, penalties and assessments (collectively, "damages") arising out of or related to the preparation, consideration and approval of a GSP or GSP components by the indemnifying Party for its respective management area, except in the case of a claim or litigation by one Party against the other. The Parties agree to cooperate in the defense of any claim or lawsuit arising out of such actions to the extent permitted by law.

9. Termination. Either Party by majority vote of its governing body may terminate this Framework Agreement for any reason or no reason upon at least nine (9) months' prior written notice to the other Party. Such notice may be made by personal delivery or first class U.S. Mail (postage prepaid), and shall be deemed delivered upon actual receipt of the notice by the other Party. Such notice shall be addressed to the General Manager of the non-noticing Party. Within thirty (30) days of delivery of the notice, the Steering Committee representatives shall personally meet and attempt in good faith to resolve the dispute.

Notwithstanding anything to the contrary herein, this Framework Agreement shall not be terminated (the "effective termination date") unless and until the parties shall have entered into intra-basin coordination agreements in accordance with Water Code §10727.6 and 23 CCR §357.4 for each parties' respective GSP for their respective portions of the 180/400 Foot Aquifer and the Monterey Subbasin. The intra-basin coordination agreement must address any necessary approvals resulting in grant changes from DWR as a result of changing from a single GSP for each of the sub-basins to coordinated multiple GSP's for each of the sub-basins

Until the effective termination date, each Party shall continue to develop their respective portions of the GS Plans pursuant to the Proposition 1 Coordination Agreement. The Parties shall obtain any necessary approvals for resulting grant changes from DWR. All reimbursements required by that agreement shall be due and payable on the effective termination date.

IN WITNESS WHEREOF, MCWD and SVBGSA execute this Framework Agreement effective as of the date first written above.

Marina Coast Water District Groundwater
Sustainability Agency,

By: _____

Date: _____

APPROVED AS TO FORM

Roger Masuda
MCWDGSA General Counsel

Salinas Valley Basin Groundwater
Sustainability Agency,

By: _____

Date: _____

APPROVED AS TO FORM

Leslie J. Girard
SVBGSA General Counsel

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ATTACHMENT A
Regular Committee Meeting Schedules

The Steering Committee for coordinating GSP development in the 180/400 Foot Aquifer and Monterey Subbasins will meet quarterly beginning the fourth quarter of 2018. Meetings of the Steering Committee shall be subject to the California Open Meeting Law (“Brown Act”). The first meeting of the Committee shall be called by the General Manager of the SVBGSA, who shall preside pro tem at the start of the meeting. At the initial meeting the Committee shall choose a chairperson and set a regular schedule of meetings as required by the Brown Act.

The Technical Committee will meet regularly every other month starting September 2018, exact time and location to be determined. Meetings of the Technical Committee are not subject to the Brown Act. During the Technical Committee meetings, GSA staff and technical consultants will

- Provide status update regarding work progress and schedule;
- Exchange data and information available at the time of the meeting;
- Coordinate development and review of work products; and
- Present and discuss technical topics.