

Governance and Cost Share Approaches

Examples from Other Basins

Cosumnes Subbasin Working Group, April 2018

Areas of Inquiry

- Representation
- Voting Rules
- Cost Share
- Management Areas

Most agreements revisited at
end of GSP development

Key Takeaways

- Governance agreements focused on GSP development
- Approaches to cost share + voting vary:
Some equal, some based on area/historical water usage
- Variety of voting decision rules; fewer instances requiring full consensus
- Some inclusion of non-voting reps from non-GSAs
- Common to have management areas within GSP

| Basin: | Paso Robles | Chowchilla | Turlock | Eastern San Joaquin |
|-----------------------------|--|---|--|---|
| Agreement Type | | | | |
| Overall Agreement for basin | MOA for 5 GSAs in San Luis Obispo County to develop 1 GSP w/ mgmt areas | MOU for 5 GSA to develop 1 GSP w/ mgmt areas | MOU for 2 GSAs developing 1 GSP | JPA among all 17 GSAs |
| # of GSAs | 6 | 5 | 2 | 17 |
| Nature of GSA Agreements | JPA + City + Counties + CSDs | WD (2) + Mutual Water Co + County (2) | JPA + JPA | MOU + MOA + County (2) City (4) + WD (2) + SD + ID (2) + WCD (2) + WA (2) |
| # of GSPs | 1 | 1 | 1 | 1 |
| Voting Structure | | | | |
| # & type of voting parties | SLO County: 61% City: 15% SSJWD: 20% SMCSD: 3% HRCSD: 1% | Advisory Committee (<i>with voting reps from each GSA and non-voting reps from non-GSAs</i>) develops majority recommendations for GSA board approval | Joint TAC (comprised of the TAC for each GSA) operates by consensus to develop recommendations for both GSA governing boards At impasse, the TAC may convene an Ad Hoc committee comprised of the two GSA's governing board members | 1 vote / GSA |
| Decision rules | 67% (100% to adopt/amend GSP or amend MOA) | Advisory Committee = majority All GSAs must approve budget | TAC = strive for consensus | Strive for Consensus but Majority rule: non-fiscal & 67% Majority: fiscal issues |
| Cost Sharing | | | | |
| | Per above % based on multiple factors, such as land use, equity, acreage, population, etc. Many conversations to come to agreement | Allocated proportionately based on gross acreage of each Party's boundary. | Based on land: East Turlock GSA pays 49.36 percent West Turlock GSA pays 50.64 percent | San Joaquin County pays 55% due to Zone 2 property tax; Remaining 45% divided into 17 shares (+/-). Calaveras and Stanislas Counties each pay 1 share + small premium to approximate property tax |

| Basin: | Merced | Colusa | West Placer GSA |
|-----------------------------|---|---|--|
| Agreement Type | | | |
| Overall Agreement for basin | MOU | JPA to form 1 GSA to develop 1 GSP | MOA forming 1 GSA to develop 1 GSP over portion of N. American Basin |
| # of GSAs | 3 | 1 (w/ 11 seats on governing board) | 1 |
| Nature of GSA Agreements | JPA, MOU, & WD | JPA | County + City (2) + ID + WA |
| # of GSPs | 1 | 1 | 1 (over portion of basin) -- multiple GSPs in basin |
| Voting Structure | | | |
| # & type of voting parties | 4 representatives from each GSA (12 total) for "technical and substantive Basin-wide issues" | One vote per Director. | One vote per member |
| Decision rules | Unanimous | Majority vote on some issues, super-majority on others. | Majority vote on some issues, unanimous vote for certain actions |
| Cost Sharing | | | |
| | For GSP only Merced: 59% Merced IU: 39% Turner Island WD: 2% Average of acreage & pumping | | Split evenly, except lower for Cal-Am which is not a full member |

| Basin: | Delta Mendota | Kern |
|-----------------------------|--|--|
| Agreement Type | | |
| Overall Agreement for basin | <p>23 GSAs developing 6 GSPs</p> <p><i>Coordinating via Basin-Wide Bodies:</i></p> <ul style="list-style-type: none"> • Coordination Committee • Technical Working Group <ul style="list-style-type: none"> • Policy Subcommittee • Communications Working Group • Regional Coordination Committee | <p>3 GSAs developing 3 GSPs</p> <p><i>Coordinating via Basin-Wide Bodies:</i></p> <ul style="list-style-type: none"> • Policy Coordination Group • Technical Consultant Work Group (for technical coordination + data sharing) |
| # of GSAs | 23 | 3 |
| Nature of GSA Agreements | | 1 JPA (lead in basin, includes most land + agencies) + 1 GSA composed of 3 WDs + 1 WD |
| # of GSPs | 6 | 3 |
| Voting Structure | | |
| # & type of voting parties | <p style="text-align: center;">Basin-wide Coordination</p> <p>8 reps on Coordination Committee: 4 GSP groups have 1 rep each; 2 GSP groups have 2 reps each, due to size/# of GSAs covered.</p> | |
| Decision rules | Unanimous vote needed by GSP group reps | Unanimous -- reps vet proposals with their respective boards, bring back to group |
| Cost Sharing | | |
| | Each of the six GSP groups contributes 16.7% | Cost-share determined by GSA acreage |

Paso Robles

**MOA for 5 GSAs in SLO County
Single GSP**

**Vote + cost-share weighted by
historical water usage**

**GSAs: JPA + City + Counties +
CSDs**

Weighted Voting - The vote of each member is weighted to reflect historical proportional use of gw in the basin and represent proportional responsibility to take care of the gw resource. These percentages represent how much cost in money, time and effort each party must proportionally expend in creating an acceptable GSP and later in implementing that Plan:

- City: 15%
- SMCSD: 3%
- HRCSD: 1%
- SSJWD: 20%
- SLO County: 61%

Voting Thresholds - Any action or recommendation requires affirmative vote of **67%**. The following requires a **100%** vote:

- Adopt the GSP or adopt an amendment to the GSP
- A recommendation that the Parties amend this MOA

Cost share - Per above.

The MOA will **automatically terminate** upon DWR's approval of the GSP for the Basin

Chowchilla

**MOU for 5 GSAs
Single GSP
with management areas**

Advisory Committee - This MOU will be administered through an Advisory Committee, consisting of one member and one alternate from each of the GSAs that are Parties to this Agreement and one non-voting member and one non-voting alternate from each of the Parties that are not a GSA.

AC develops recommendations based on an agreement of the **majority** of the committee's members; the **governing bodies** of each of the GSAs is then required to approve those recommendations prior to them becoming effective. **Budget must be approved by all parties.**

Cost share – Based on acreage.

E. San Joaquin

**JPA for 17 GSAs
Single GSP**

**GSAs: MOU + MOA + County
(2) + City (4) + WD (2) + SD
+ ID (2) + WCD (2) + WA (2)**

1 vote per GSA | Strive for Consensus

Majority rule on non-fiscal issues

67% majority on fiscal + major issues

Cost share - San Joaquin County pays 55% due to Zone 2 property tax; remaining 45% divided into 17 shares. Calaveras and Stanislaus Counties each pay 1 share + small premium to approximate property tax.

Management areas in GSP

Paso Robles

Each GSA is its own management area

Modesto Subbasin

“If needed, the Modesto Subbasin will be divided into Management Areas... The HCM, groundwater conditions, water budget, water supply sources and types, and water management institutional setting and practices will be considered when evaluating the Subbasin for Management Areas. Management Areas will be discussed and delineated through a public process involving the GSA, local agencies, and stakeholders. Working together, the team will examine management strategies and impacts of defining various Management Areas.”

Delta Mendota

23 GSAs developing 6 GSPs

Basin-Wide Bodies:

- Coordination Committee
- Technical Working Group
- Policy Subcommittee
- Communications Working Group
- Regional Coordination Committee

Representation - *Coordination Committee has 8 GSP group representatives:*

- 1 per GSP with 2 reps for the Northern & Central Delta Mendota GSP and for the SJREC GSP.
- These two GSPs have 2 reps each due to their size and number of agencies/GSAs covered.
- Each GSP group develops its own process for selecting its GSP rep(s) and alternate.

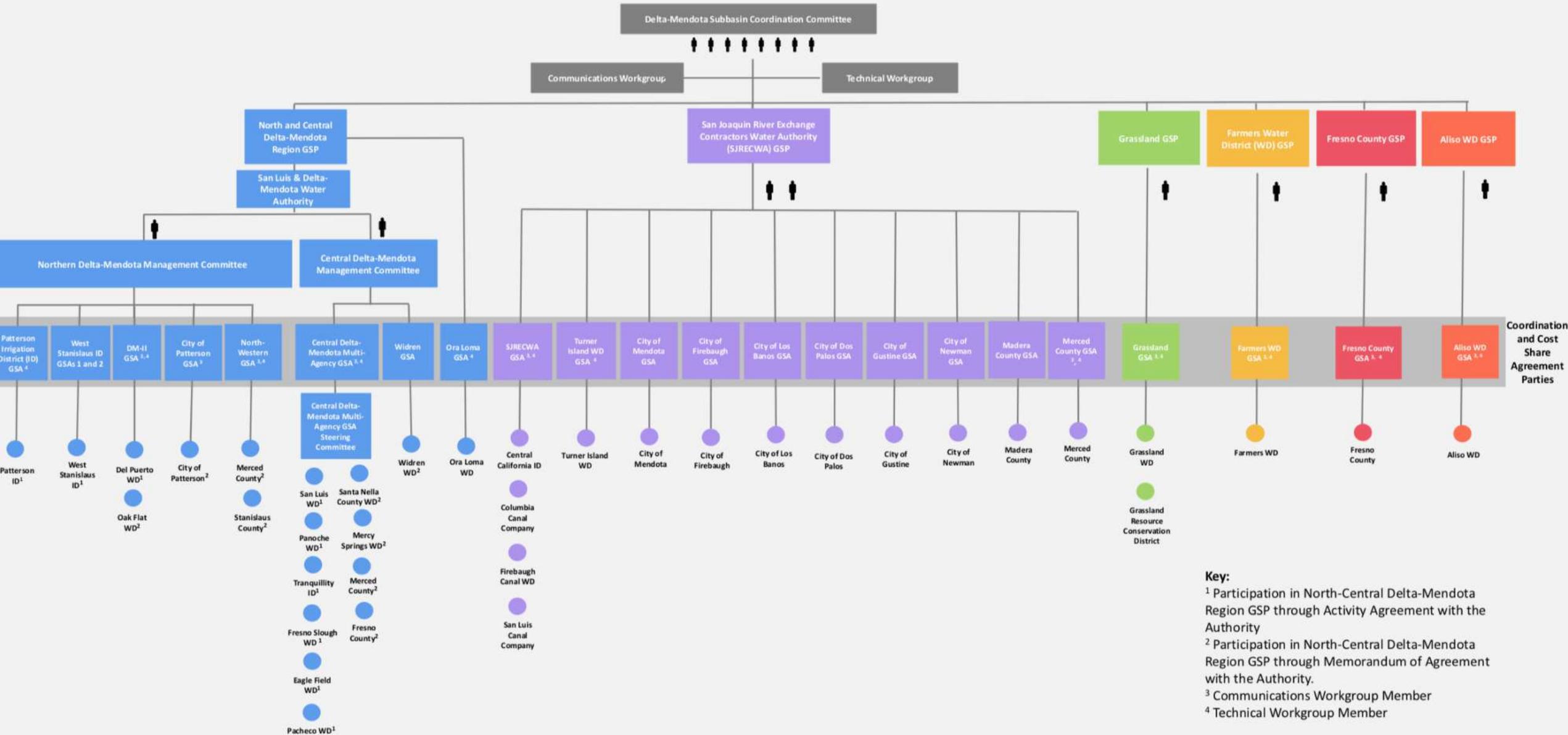
Voting – *1 vote per rep. Unanimous vote required.*

Cost Share - Each of the six GSP groups contributes 16.7%.

Note: Cost of Coordination Agreement is > \$4 mil.

Data Coordination – *Subbasin to develop and maintain a coordinated data management system; plus each GSP will develop its own separate data management system that is capable of reporting all pertinent information to the Coordination Committee.*

Delta-Mendota Subbasin SGMA Governance Structure



Kern

3 GSPs | Cost-Share based on GSA acreage

Coordinating Bodies

- **Policy Coordination Group**
- **Technical Consultant Work Group (for technical coordination + data sharing)**

3 GSPs:

1. *Kern Groundwater Authority (KGA) = JPA; lead agency composed of majority of the local agencies; completing GSP for majority of the basin.*
2. *Kern River GSA = 3 independent water districts (ID4, Kern Delta, City of Bakersfield); Need to cover cost for their own plan.*
3. *Olcese Water District – Need to cover cost for its own plan.*

Voting – *Reps vet proposals with their respective boards, come back to group with agreement.*

Cost Share - *GSA acreage determines cost share for basin-wide technical work (e.g. modeling).*

Data Coordination - *The KGA Coordination Committee is preparing a series of white papers that addresses each of DWR's required coordination elements and provides suggested methodology and protocols.*

Note from Amanda Peisch @ DWR:

“I think you should really caution the Cosumnes if they are thinking about developing multiple GSPs. The **cost to do a coordination agreement is substantial**, in the millions for the basins that have gone down this path (Kings subbasin is over \$5 million for their GSPs and Delta-Mendota is over \$4 million). It has also **slowed the process** because they have to develop the governance; many of the subbasins [developing multiple GSPs] still have draft agreements and will continue to work through the technical aspects of the agreement as they develop the GSPs (governance and coordination is needed throughout the process). Madera and Paso Robles are really trying to consolidate to a single GSP if possible due to the **cost and time of formal coordination**. I also want to mention that all coordination agreements are working drafts and will not be final until the GSP is submitted, because many portions of the agreement cannot be completed until the GSPs are drafted. This also **pushes up the draft GSPs' schedule** to allow additional time for coordination of the plans as well as addressing public comments and ensuring those changes don't impact other plans within the basin. I have not even mentioned the interbasin coordination costs (subbasin to subbasin).”