



## STEERING COMMITTEE MEETING

### AGENDA

Wednesday, March 13<sup>th</sup>, 2024

8:30 a.m. – 10:00 a.m.

Manteca Transit Center

220 Moffat Blvd, Manteca, CA 95336

#### I. Call to Order/Roll Call

#### II. Scheduled Items – *Presentation Materials to be Posted on ESJGroundwater.org and Emailed Prior to the Meeting.*

##### A. Discussion/Action Items

1. Approve the December 13<sup>th</sup>, 2023, Special Steering Committee Minutes - [Page 3](#)
2. Update on Stakeholder Engagement and Outreach Plan
3. Discussion on Draft Well Mitigation Program - [Page 5](#)
4. Recommendation and Approval of an Amendment No. 1 to Land Use Agreement A-22-375 License to Use Land for Groundwater Monitoring Stations with San Joaquin County for the Westgate Landing Monitoring Well - [Page 7](#)
5. Recommendation to Approve a Memorandum of Understanding with San Joaquin County to Receive American Rescue Plan Act Funding for Monitoring Network Enhancements - [Page 8](#)
6. Recommendation to Submit 2023 Annual Report to DWR
7. Spring and Fall 2023 Groundwater Reports
8. Discussion on Upcoming ESJGWA Work Plan and Draft 2024-2025 Annual Budget

##### Staff Reports

1. 2023 Spring and Fall Groundwater Monitoring Report
2. 2024 Spring Groundwater Monitoring Schedule
3. DWR Report - [Page 18](#)
4. Other Items
5. Communications

#### III. Public Comment (items not on the agenda)

#### IV. Director Comments

#### V. Future Agenda Items

#### VI. Adjournment

# EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY

## Steering Committee Meeting

### AGENDA

*(Continued)*

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#### **Next Scheduled Meeting**

Wednesday, June 12<sup>th</sup>, 2024

8:30 am to 10:00 am

San Joaquin County Robert J. Cabral Agricultural Center

**Eastern San Joaquin Groundwater Authority Special Steering Committee Meeting Minutes**

**Wednesday, December 13<sup>th</sup>, 2023**

**I. Call to Order/Roll Call**

The Eastern San Joaquin Groundwater Authority (GWA) Steering Committee meeting was held at the Robert Cabral Agricultural Center in Assembly Room 1. At approximately 8:30 a.m., the meeting was called to order by Board of Supervisors, Paul Canepa.

Roll Call: In attendance were Director and Alternates: Andrew Watkins, Jason Colombini, Jeremiah Mecham, Justin Hopkins, Mike Henry, Mitch Maidrand, Robert Holmes, and Board of Supervisor, Paul Canepa.

**II. Scheduled Items**

**A. Discussion/Action Items**

**1. Approval of the November 8<sup>th</sup>, 2023, meeting minutes.**

**Motion:** Robert Holmes

**Second:** Mike Henry

**Abstain:** Paul Canepa

**All in favor:** Andrew Watkins, Jason Colombini, Jeremiah Mecham, Justin Hopkins, Mike Henry, Mitch Maidrand, and Robert Holmes.

**2. Discussion and Possible Recommendation of a Draft Well Mitigation Program**

Motion: Refer draft to the Board for Discussion

The following recommendations were suggested.

1. Make the deciding body 5 members.
2. Require applicant to supply drillers report that states why it failed and recommended fix.
3. What is the statute of limitations to make a claim?
4. Add a policy on how to replenish funds...same as initial funding unless board determines adjustments are needed to address equity of pro rata funding.

**Motion:** Jason Colombini

**Second:** Jeremiah Mecham

**3. Recommendation to Approve a Consultant Agreement with Woodard & Curran for the 2025 Groundwater Sustainability Plan Update for a Not to Exceed Cost of \$1,130,120.00**

**Motion:** Robert Holmes

**Second:** Andrew Watkins

- 4. Recommendation to Approve an ESJGWA Budget Amendment Increasing Revenues and Expenditures by \$790,120 to Authorize \$310,000 in Reserves for Use as Revenue, and to approve the Cost Allocation of Increase Dues to ESJGWA Members.**

**Motion:** Andrew Watkins

**Second:** Jeremiah Mecham

- 5. Recommendation to Approve Form a Project Management Committee for the 2025 Groundwater Sustainability Plan Update**

Brandon Nakagawa shared a presentation before the board members made motion. The presentation can be found [here](#).

**Motion:** Robert Holmes

**Second:** Jason Colombini

### **III. Staff/DWR Reports**

1. Staff Report - None
2. DWR Report – DWR is working on recharge, there is \$15 million to help support recharge for flooding emergencies. If you have any needs, please reach out.

### **IV. Directors Comments - None**

### **V. Public Comment - None**

### **VI. Future Agenda Items - None**

### **VII. Adjournment at 9:37 am**

NOTE\* - Meeting presentation material can be found on the website at [www.esjgroundwater.org/](http://www.esjgroundwater.org/).

***Well Mitigation Fund – Admin Draft Outline – 11/21/23 – For Discussion Purposes Only***

- 1. Purpose** – To provide mitigation for domestic wells that fail due to overdraft pumping that occurred after January 1, 2015.
- 2. Fund**
  - a. Set up initial fund at ESJ GWA with contributions from each GSA.
  - b. Propose - \$200,000 initial fund – per next year budget (July 1, 2024) build into GWA budget so it is allocated same as budget is allocated.
- 3. Claims Process**
  - a. Well owner or user can contact OES, GSA, GWA or County Environmental Health re a failed well. GWA will create pamphlets to hand out that describe this claim process.
  - b. GWA will establish a Committee to review and decide claims, which includes:
    - i. The District Engineer for GSA where well located
    - ii. Hydrologist hired by GWA (obtain short list of pre-approval contractors)
    - iii. SJG Environmental Health Officer
    - iv. Community Advocate (Self-Help?)
  - c. Interim water supply
    - i. The Committee will provide an interim supply for up to 3 weeks while claims are processed. If claim accepted, interim water supply will continue until mitigation completed.
    - ii. Can Self-Help provide this service?
  - d. Types of Claims that Are Subject to Mitigation
    - i. Well failure due to declining water levels caused by overdraft pumping that occurred after January 1, 2015.
    - ii. Well failure or inability to use for domestic purposes due to water quality degradation caused by overdraft pumping that occurred after January 1, 2015.
    - iii. Well failure due to subsidence caused by overdraft pumping that occurred after January 1, 2015.

e. Claim Processing Protocol:

- i. Collect Information: The Committee shall collect and evaluate information regarding the age of well, its depth, construction, screened interval, site conditions, and circumstances surrounding its failure.
- ii. Technical Report: The Committee shall support its recommendation regarding how to mitigate or deny a claim with a written technical report to the Steering Committee and Claimant.
- iii. Form of Mitigation: The Committee shall work with the claimant to structure the form of the mitigation, which can include financial assistance to the claimant to remedy the situation, or could include work funded by the GWA or a GSA to remedy the situation, or other reasonable solutions.
- iv. Recommendation: The Committee will recommend whether and how to mitigate or deny a claim in its Technical Report, subject to final decision by the Steering Committee.
- v. Appeal: Claimant or any GSA can appeal decision of Steering Comm to GWA Board. Decision of GWA Board final.
- vi. Cause of failure
  1. Should Committee have ability to recommend finding of specific causation to the GWA, and recommend request for reimbursement from a specific GSA or pumper/group of pumpers? Recommend defer this to future if needed.

**4. Timeline**

- a. Draft to Interested Stakeholders (Jane, Mary-Elizabeth, Self-Help, Fritz) by November 22. Ask for comments back by December 6<sup>th</sup>.
- b. Draft to Steering Committee by December 13, 2023 meeting
- c. Draft to GWA Board by January 2024
- d. Final for approval to GWA Board by March 2024.



**Meeting Date: March 13, 2024**

**TO: ESJGWA Steering Committee and Board of Directors**  
**FROM: Fritz Buchman, ESJGWA Secretary**  
**SUBJECT: Recommendation and Approval of an Amendment No. 1 to Land Use Agreement A-22-375 License to Use Land for Groundwater Monitoring Stations with San Joaquin County for the Westgate Landing Monitoring Well**  
**Date: March 8, 2024**

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### **Recommendation**

Staff recommends that the ESJGWA Steering Committee recommend approval and the Board of Directors approve Amendment No. 1 to Land Use Agreement A-22-375 License to Use Land for Groundwater Monitoring Stations (Amendment No. 1) with San Joaquin County for the Westgate Landing Monitoring Well, and authorize the Chair of the ESJGWA to sign the amendment.

### **Reasons for Recommendation**

The amended ESJGWA Budget includes approximately \$300,000 in Proposition 68 State grant funds for the construction of a monitoring well in the San Joaquin Delta sited at the Westgate Landing Regional Park. The ESJGWA has been in negotiations with the Parks Administrator and County Counsel to address any concerns of disruptions and damage during the construction of the monitoring well. The proposed Amendment No. 1 would obligate the ESJGWA to repair any damage caused and to ensure construction does not interfere with park operations. It should be noted that the ESJGWA's grant funding agreement with the Department of Water Resources requires all work to be completed and invoiced to DWR by April 12, 2024. An approved amendment is a required element to extend the grant agreement deadline and is necessary for the driller to complete the job by the deadline.

### **Fiscal Impact**

There is no additional fiscal impact identified other than the cost of drilling the monitoring well which is included in the ESJGWA amended Budget.

### **Attachment**

Amendment No. 1 to Land Use Agreement A-22-375 License to Use Land for Groundwater Monitoring Stations



# EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY

**STAFF REPORT**

**Meeting Date: March 13, 2024**

**TO:** ESJGWA Steering Committee and Board of Directors  
**FROM:** Fritz Buchman, ESJGWA Secretary  
**SUBJECT:** Recommendation and Approval of the Memorandum of Understanding Between San Joaquin County and the Eastern San Joaquin Groundwater Authority for \$2,104,000 in American Rescue Plan Act Funding  
**Date:** March 8, 2024

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## **Recommendation**

Staff recommends that the ESJGWA Steering Committee recommend approval and the Board of Directors approve the Memorandum of Understanding (MOU) Between San Joaquin County and the Eastern San Joaquin Groundwater Authority for \$2,104,000 in American Rescue Plan Act (ARPA) funding and authorize the Secretary of the ESJGWA to sign the amendment.

## **Reasons for Recommendation**

On July 11, 2023, the San Joaquin County Board of Supervisors approved an award of ARPA funds to the ESJGWA in the amount of \$2,104,000 for monitoring well network improvements. These improvements were originally requested in an unsuccessful State grant application to address data gaps; better understand surface – groundwater interactions; and equip wells with instrumentation to improve data collection at key monitoring locations. The County and ESJGWA have worked to produce the attached Draft MOU which sets forth the conditions for accepting and expending these funds. ARPA guidelines require the funds be obligated by December 31, 2024, and expended by December 31, 2026.

## **Fiscal Impact**

Once approved, the ESJGWA will need to request the funds from the County and develop a work plan. The ESJGWA's Annual budget will need to reflect the additional revenue, and staff will need to track expenditures in accordance with the requirements of the MOU.

## **Attachment**

Memorandum of Understanding Between San Joaquin County and the Eastern San Joaquin Groundwater Authority for \$2,104,000





**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAN JOAQUIN COUNTY  
AND  
EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY**

**MOU ID: B-24-**

**Funding Amount Approved - \$2,104,000**

**PARTIES:**

**COUNTY:**

County of San Joaquin  
General Services Director  
44 N. San Joaquin Street, Suite 590  
Stockton, CA 95202

Contact: Jerome C. Wilverding  
Phone: (209) 468-3203  
Email: ARP Afunds@sjgov.org

**ORGANIZATION:**

Eastern San Joaquin Groundwater Authority  
1810 E. Hazelton Ave.  
Stockton, CA 95205

Contact: Fritz Buchman, Secretary  
Phone: (209) 468-3100  
Email: fbuchman@sjgov.org

This Memorandum of Understanding (“MOU”) is made and entered into this \_\_\_ day of \_\_\_\_\_, by and between the Eastern San Joaquin Groundwater Authority, a joint powers agency acting pursuant to Government Code Section 6500 et seq. (“GWA” or “ORGANIZATION”), and San Joaquin County, a political subdivision of the State of California, through its County Administrator (“COUNTY”).

### **RECITALS**

The Sustainable Groundwater Management Act (SGMA) was enacted by the State in 2014. SGMA requires agencies to form Groundwater Sustainability Agencies (GSAs); develop Groundwater Sustainability Plans (GSPs); define interim milestones and performance measures; and implement project management actions to achieve sustainability. The Eastern San Joaquin Groundwater Authority (GWA) was formed on February 8, 2017 through execution of a Joint Exercise of Powers Agreement between 16 GSAs located within the Eastern San Joaquin Subbasin. Management actions identified by the GWA to implement the GSP include: (i) identification and correction of data gaps; (ii) development of monitoring wells to track and understand surface and groundwater interactions; and (iii) equip wells with instrumentation to improve data collection at key monitoring locations. To address these requirements, the GWA proposes a Project that will involve design and construction of the following:

- Five shallow monitoring wells;
- Two nested Delta wells to track salt migration; and
- Up to six additional wells, including installation of monitoring hardware at key locations.

COUNTY and ORGANIZATION mutually desire to enter this MOU to memorialize the rights, duties, and obligations of each toward the other in connection with the services that the ORGANIZATION will provide to and for the benefit of the COUNTY in connection with the award of the above-referenced funds.

### **Eastern San Joaquin Groundwater Authority**

#### **Project: Groundwater Monitoring Improvement Project**

Key elements and estimated costs of the proposed Groundwater Monitoring Improvement Project include project management, site selection, permitting, design, environmental clearance, easement acquisition, drilling, well logging, equipment acquisition and installation. A general breakdown of estimated project costs is shown in the following table:

Project Management	\$120,000
Preliminary Engineering	\$103,000
Construction	\$1,600,000
Instrumentation	\$91,000
Contingency	\$190,000
<b>Total</b>	<b>\$2,104,000</b>

NOW, THEREFORE, COUNTY and ORGANIZATION do hereby mutually agree as follows:

I. PURPOSE OF THE MOU

On July 11, 2023, the COUNTY Board of Supervisors approved an award of \$2,104,000 as requested by the ORGANIZATION.

Per the guidance provided by the U.S. Department of the Treasury in its Interim Final Rule, eligible uses of ARPA funds include investments and improvements to existing sewer and water infrastructure.

The purpose of this MOU is to memorialize the use of funding to be provided to the ORGANIZATION pursuant to COUNTY Board Order B-23-382 (Exhibit 1), approved on July 11, 2023, for the Project described in the Recital, above.

II. ORDER OF PRECEDENCE

Each of the items listed below is incorporated into this MOU by reference. In the event of any inconsistency in this MOU, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and State of California statutes and regulations.
2. This MOU and its exhibits:

Exhibit 1: Board Order B-23-382  
Exhibit 2: Request for Funds form

III. SCOPE OF SERVICES

ORGANIZATION agrees to procure services in accordance with Section IV.D below to implement Groundwater Monitoring Improvements and shall utilize the COUNTY funding described herein for the Project described in the Recitals, above.

ORGANIZATION shall contract services and work in accordance with ORGANIZATION'S Joint Powers Agreement, as amended, its procedures, and all other applicable state and federal laws. .

IV. GENERAL PROVISIONS

A. Term of Agreement:

This Agreement shall commence on the date of execution through the 31st day of December 2026, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein or extended upon mutual agreement.

B. Interpretation

This MOU shall not be interpreted in favor of any Party by virtue of said Party not having prepared this MOU.

If any time period provided for in this MOU ends on the day other than a Business Day, the time period shall be extended to the next Business Day.

C. Compensation:

1. COUNTY agrees to pay the ORGANIZATION the sum of TWO MILLION ONE HUNDRED FOUR THOUSAND DOLLARS (\$2,104,000) for implementation of the Groundwater Monitoring Improvement Project as described in Sections I-III above. Payments shall be made in one installment. The payment covers the Groundwater Monitoring Improvement Project:

a) Payment of the full amount of \$2,104,000 shall be paid within 30 days of the signed "Request for Funds" form (Exhibit 2).

b) Copies of all supporting documents for Project (including, but not limited to, contractor/concessionaire quotes, agreements, invoices and purchase receipts) shall be submitted by ORGANIZATION to COUNTY no later than December 31, 2026, via email to [ARPAfunds@sjgov.org](mailto:ARPAfunds@sjgov.org).

c) Any funds paid to ORGANIZATION pursuant to this MOU that are not used for the approved Project by December 31, 2026, shall be returned to COUNTY no later than January 15, 2027.

2. COUNTY shall monitor the ORGANIZATION'S performance periodically throughout the term of this MOU, including reconciliation of payments to actual cost, to ensure that the program is achieving satisfactory performance in relation to the objectives as stated in the Request for Funds.

3. ORGANIZATION agrees to maintain all program, fiscal, statistical, and management records and make such records available for inspection by COUNTY representatives upon request as described below. The records to be kept and maintained in connection with this MOU shall include any and all costs associated with the Project. Failure to promptly comply with any COUNTY request for records and/or inspection pursuant to this Section IV shall constitute a breach of this MOU.

4. ORGANIZATION agrees to maintain all records pertaining to design, construction, fiscal and administrative controls for a minimum of seven (7) years after final payment has been made or until all pending County, State, and Federal audits are completed, whichever is later.

Upon request, the ORGANIZATION shall make these records available to the COUNTY to all authorized County personnel within three (3) working days of the request for such records.

5. ORGANIZATION shall account for all the expenditures paid by the COUNTY under this MOU and agrees their financial records shall contain itemized records of all costs related to this MOU. The ORGANIZATION agrees to follow Generally Accepted Accounting Principles (GAAP) to support COUNTY paid expenditures.

6. Total payments under this MOU shall not exceed TWO MILLION ONE HUNDRED FOUR THOUSAND DOLLARS (\$2,104,000) for the term of this MOU, as set forth in Section IV(A), above.

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D. Sub-Recipients

1. **Definition:** A SUB-RECIPIENT is a person or entity who has a direct contract with ORGANIZATION to perform a portion of the Project.
2. **Award of SUB-RECIPIENT Agreement and other Agreements for portions of the Project:** ORGANIZATION, as soon as practicable after payment of funds from COUNTY for implementation of the Groundwater Monitoring Improvement Project as described in Sections I-III above, shall furnish in writing to COUNTY the names of persons or entities proposed for each portion of the Project.
3. **SUB-RECIPIENT Relations:**
  - i. By appropriate agreement, written where legally required, ORGANIZATION shall require each SUB-RECIPIENT, to the extent of the portion of the Project to be performed by the SUB-RECIPIENT, to be bound to the ORGANIZATION by the terms of this MOU, and to assume toward the ORGANIZATION all the obligations and responsibilities, including indemnity. Each sub-recipient agreement shall preserve and protect the rights of the COUNTY under this MOU with respect to the portion of the Project to be performed by the SUB-RECIPIENT. Where appropriate, the ORGANIZATION shall require each SUB-RECIPIENT to enter into similar agreements with Sub-SUBRECIPIENTS.
  - ii. All work on portions of the Project performed for ORGANIZATION by a SUB-RECIPIENT shall be pursuant to a master form of written agreement between ORGANIZATION and SUB-RECIPIENT (and where appropriate between SUB-RECIPIENTS and SUB-SUBRECIPIENTS) and shall contain provisions that:
    1. Provide that COUNTY is an express third party beneficiary of the SUB-RECIPIENT agreement, and preserve and protect the rights of COUNTY under this MOU with respect to the portion of the Project to be performed under the SUB-RECIPIENT agreement;
    2. Require that the portion of the Project be performed in accordance with the requirements of this MOU;
    3. Require SUB-RECIPIENT to carry and maintain the insurance required described in Paragraph G of this MOU.
    4. Include provision substantially similar to Paragraph F where SUB-RECIPIENT agrees to indemnify ORGANIZATION and COUNTY to the fullest extent allowable by law as described in this MOU.

E. Invoicing:

ORGANIZATION shall submit invoice(s) to the County of San Joaquin Administrator's Office, via email to [ARPAfunds@sjgov.org](mailto:ARPAfunds@sjgov.org). All invoices must reference MOU ID #CAO-24-XXX and the Project design and construction fees paid.

F. Indemnification:

ORGANIZATION, or SUB-RECIPIENT, whichever actually performs the work required for the portion of the Project, shall, at its expense, defend, indemnify and hold harmless the COUNTY, and the ORGANIZATION if SUB-RECIPIENT performs work on portion of Project, and its employees, officers, directors, contractors, and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including, without limitation for bodily injury or death, arising from or pertaining to the subject matter of this MOU.

ORGANIZATION, or SUB-RECIPIENT, whichever actually performs the work required for the portion of the Project, shall hold the COUNTY, and the ORGANIZATION if SUB-RECIPIENT performs work on portion of Project, its officers, and employees, harmless from liability, of any nature or kind on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

G. Insurance:

ORGANIZATION, or SUB-RECIPIENT, whichever actually performs the work required for the portion of the Project, shall obtain and maintain continuously in effect at all times during the term of this MOU, at ORGANIZATION'S, or SUB-RECIPIENT'S sole expense, general liability insurance protecting COUNTY, and the ORGANIZATION if SUB-RECIPIENT performs work on portion of Project, its officers, employees and agents against liability which may accrue against COUNTY by reason of ORGANIZATION'S use of funds pursuant to this MOU. Such insurance must be in the amount of not less than One Million Dollars (\$1,000,000) combined single limits coverage for personal injury, death, or property damage, and shall name the COUNTY, and the ORGANIZATION if SUB-RECIPIENT performs work on portion of Project, and its agents as coinsured thereunder. In addition, the policy shall provide for a thirty (30) day notice to the COUNTY prior to cancellation or material change of the policy. ORGANIZATION shall promptly supply the COUNTY with a certificate of insurance evidencing compliance with the above requirements.

ORGANIZATION'S, or SUB-RECIPIENT, whichever actually performs the work required for the portion of the Project, employees, contractors and concessionaires shall be fully and adequately covered by Worker's Compensation Insurance, as required by law, and shall submit to the COUNTY a certificate of insurance evidencing compliance with such insurance requirements upon execution of this agreement. ORGANIZATION, or SUB-RECIPIENT, whichever actually performs the work required for the portion of the Project, shall not commence or continue operations on the Premises without the required Worker's Compensation Insurance being in force.

H. Notices:

Any notice required to be given pursuant to the terms and conditions hereof shall be in writing and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown on page one (1) of this MOU.

I. Termination:

1. **Termination for Cause:** If the ORGANIZATION breaches or habitually neglects its duties under this MOU without curing such breach or neglect upon fifteen (15) working days written notice, the COUNTY may, by written notice, immediately terminate this MOU without prejudice to any other remedy to which the COUNTY may be entitled, either at law, in equity, or under this MOU.
2. **Termination for Convenience:** In addition, the COUNTY may terminate this MOU upon forty-five (45) days written notice to the other party. In the event of such termination, and in accordance with Section IV.C, ORGANIZATION shall only be obligated to return any funds not awarded, as described in Section IV.D, to a SUB-RECIPIENT or other person or entity to perform work for the relevant portion of the approved Project.

J. Conflict of Interest Statement:

ORGANIZATION covenants that the ORGANIZATION, its officers, employees, or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this MOU. ORGANIZATION further covenants that in the performance of this MOU no person having any such interest shall be employed or retained by the ORGANIZATION under this MOU. ORGANIZATION and COUNTY acknowledge that County staff presently provide services to ORGANIZATION as part of their existing job duties for the COUNTY and this provision does not apply to the performance of said services.

K. Force Majeure:

It is agreed that neither party shall be responsible for delays in delivery, acceptance of delivery, or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules, or regulations of any governmental agencies or other matters or conditions beyond the control of either the ORGANIZATION or the COUNTY.

L. Compliance:

ORGANIZATION shall comply with all Federal, State, and local laws, regulations, and requirements necessary for the provision of work and services. Furthermore, the ORGANIZATION shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health, and sanitation, including, but not limited to, payment of prevailing wage pursuant to California law. ORGANIZATION shall maintain the current throughout the life of this MOU, all permits, licenses, certificates, and insurances that are necessary for the provision of contracted services.

M. Disputes and Remedies:

1. At the COUNTY's sole discretion, COUNTY may elect to raise a dispute, claim, or breach by submitting it, in writing, to ORGANIZATION. Such dispute, claim, or breach would include conditions and time constraints required of ORGANIZATION to remedy.

2. Neither the pendency of a dispute, claim, or breach nor its consideration will excuse the parties from full and timely performance in accordance with terms of this MOU.
3. Any legal action or proceeding with respect to this MOU shall be brought in the courts of the State of California for the County of San Joaquin, or the courts of the United States of America for the Eastern District of California, and in no other courts. ORGANIZATION hereby accepts such jurisdiction and venue and generally and unconditionally waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non-convenient. The provision of this paragraph shall survive the expiration or other termination of this MOU regardless of the cause of such termination.
4. In any action brought by a party to enforce the terms of this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by either party's counsel shall be capped at the hourly rate charged by Deputy County Counsel IV attorneys in the office of the County Counsel of San Joaquin County, California.

N. Documents:

All drawings, specifications, documents, and other memoranda or writings relating to the work and services hereunder shall remain or become the property of the COUNTY whether executed by or for the ORGANIZATION for the COUNTY, or otherwise by or for the ORGANIZATION, or by or for a subcontractor or SUB-RECIPIENT operating under the ORGANIZATION'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to the COUNTY forthwith upon the COUNTY written demand, termination or completion of the work under this MOU.

O. Entire MOU and Modification:

This MOU and all documents incorporated by reference herein supersede all previous agreements between the Parties hereto, either oral or written, and constitute the entire understanding of the Parties with respect to the subject matter described herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both Parties.

If any term of the MOU is found to be illegal, invalid, or unenforceable under applicable law, such term shall be excluded to the extent of such illegality, invalidity, or unenforceability; all other terms of this MOU shall remain in full force and effect; and, to the extent permitted and possible, the illegal, invalid or unenforceable term shall be replaced by a term that is legal, valid and enforceable and that comes closest to expressing the intention of such illegal, invalid or unenforceable term.



IN WITNESS WHEREOF, COUNTY and ORGANIZATION have executed this MOU effective on the day and year first written above.

Eastern San Joaquin Groundwater Authority  
1810 E. Hazelton Ave.  
Stockton, CA 95205

COUNTY OF SAN JOAQUIN, a  
political subdivision of  
the State of California

By: \_\_\_\_\_  
Fritz Buchman  
Secretary  
ESJ Groundwater Authority

By: \_\_\_\_\_  
Jerome C. Wilverding  
County Administrator  
Sandra Regalo  
Assistant County Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

Neumiller & Beardslee

Office of County Counsel

By: \_\_\_\_\_  
Tom Terpstra  
General Counsel, ESJ GWA

By: \_\_\_\_\_  
Edward J. Kiernan  
County Counsel

## March 2024 DWR Updates (from DWR's North Central Region Office)

### Grants

#### California Grants Portal

The California State Library, in partnership with the Department of Water Resources and other state grantmaking agencies, has launched the California Grants Portal – your one destination to find all state grant and loan opportunities provided on a first-come or competitive basis. Visit [grants.ca.gov](https://grants.ca.gov) to find funding opportunities for you and your community.

**SB552: DWR's County Drought Resilience Planning Assistance** for state small water system and domestic wells **DWR will provide financial or direct technical assistance to counties (up to \$125,000)** for developing their County Drought Resilience Plan per SB 552 to provide needed water shortage protection and emergency response for state small water systems and domestic wells. [Applications and additional information can also be found here.](#) For questions, email [CountyDRP@water.ca.gov](mailto:CountyDRP@water.ca.gov) or call Julie Ekstrom at 916-612-4371. Applications for financial assistance are closed, but **applications for technical assistance are open until May 2024 for direct.**

#### **DWR's Underrepresented Communities Technical Assistance Program**

The mission of the Program is to determine the needs, risks, and vulnerabilities with the implementation of the SGMA for underrepresented communities and small farms in medium and high priority basins, including critically overdrafted (COD) basins. The types of services provided include, but are not limited to: Groundwater level monitoring; Aquifer testing to determine long-term yield and supply; Identifying Groundwater Dependent Ecosystems (GDEs); Analyze well interference; Identifying additional water supply; Analyze existing well condition using downhole video log; Rehabilitation of water storage tank; Long-term water supply and demand analysis; Analyze and help to facilitate water transfers. [More information is available on the webpage.](#) **Local entities can request services by emailing [SGM\\_TA@water.ca.gov](mailto:SGM_TA@water.ca.gov).**

Other state & federal grant websites for resources that may be helpful are:

- California Financing Coordinating Committee -- <https://cfcc.ca.gov/>, and
- CalOES grants -- <https://www.caloes.ca.gov/cal-oes-divisions/grants-management>
- US EPA -- <https://www.epa.gov/grants/specific-epa-grant-programs>, and
- Economic Development Administration -- <https://eda.gov/funding-opportunities/>

### Upcoming conferences, webinars, new reports and data

#### **Groundwater Awareness Week: March 10th - 16<sup>th</sup>**

DWR is celebrating the 25th Anniversary of National Groundwater Awareness Week with a series of mid-day virtual activities:

- Monday (3/11) 11 am: will kickoff with the state of groundwater management in California and introduce the week's activities. [Register here.](#)
- Tuesday (3/12) and Wednesday (3/13) will feature trainings tailored to GSAs who are working on Outreach and Engagement as they progress with SGMA implementation. [Register here](#) for Tuesday's interactive workshop focused on how GSAs can engage or re-engage with interested parties in their basin to enhance local relationships. And [register here](#) for Wednesday's training focused on how GSAs can address challenging situations and will provide tools for GSAs navigating difficult dialogue.
- Thursday (3/14) will include a presentation focused on the reporting process and expectations for GSA's submittals. [Register here.](#)
- Friday (3/15) will showcase DWR's technical assistance, datasets, and tools, wrapping up with an overview highlighting the year ahead. [Register here.](#)

#### **Governor Newsom releases new California salmon strategy**

## March 2024 DWR Updates (from DWR's North Central Region Office)

Governor Newsom has announced [a series of actions and efforts](#) to restore California's salmon population. [California Salmon Strategy for a Hotter, Drier Future: Restoring Aquatic Ecosystems in the Age of Climate Change](#) specifies six priorities, including modernizing infrastructure for salmon migration and protecting water flows in key rivers. A [fact sheet](#) summarizing the strategy has also been released.

### DWR Releases First Paper on Depletions of Interconnected Surface Water: An Introduction

To help Groundwater Sustainability Agencies (GSAs) appropriately address depletions of interconnected surface water (ISW) in their Groundwater Sustainability Plans, the Department of Water Resources (DWR) today released the first in a series of three papers that will discuss the technical aspects of ISW and quantification of depletions of ISW due to pumping. These three papers will form the basis for a guidance document that DWR will publish for GSAs to consider when establishing ISW sustainable management criteria to manage depletions in their groundwater basins. Paper 1 and all subsequent ISW documents will be posted on [DWR's Best Management Practices and Guidance Documents](#) webpage under the heading of Guidance Documents.

### DWR Releases Groundwater Recharge Guidance Documents

DWR has developed an [On-Farm Recharge Methods Manual](#), [District Recharge Program Guidance](#) and [Central Valley Groundwater Recharge Incentives and Strategies](#). The On-Farm Recharge Methods Manual, a summary of strategies and challenges. This document gathers observations and lessons learned from over a decade of Sustainable Conservation working directly with growers and irrigation districts to implement on-farm recharge, including methods to enhance recharge, avoid crop health problems, manage recharge events, and minimize nutrient leaching. This document summarizes in-field practices with 10 grower case studies to provide practical information about on-farm recharge from growers to growers.

The two guidance documents will help water districts, Groundwater Sustainability Agencies (GSAs), and their technical consultants design and implement effective multi-benefit recharge programs and projects. These documents include a summary of necessary considerations, publicly available tools, and examples to design new or refine existing recharge and incentive programs that address the specific needs and priorities in a subbasin.

### DWR launches permit portal for Delta Conveyance Project

DWR has launched a "[permit portal](#)" to help with plans and projects for the [Delta Conveyance Project](#). The portal includes access to information and resources related to some of the more critical environmental [compliance and permitting processes](#). The new website has all relevant California Environmental Quality Act information, along with the [final environmental impact report](#). New [fact sheets](#) are available in English, Spanish and Chinese and cover topics such as soil testing, seismic resilience and project features. Several companion [videos](#) are also now available. **A Final EIR for the proposed Delta Conveyance Project was issued and approved in December of 2023.**

Now that the environmental review is complete and the project has been approved, DWR will take the next steps to pursue numerous state and federal permits or authorizations, including those required by the State Water Resources Control Board, the Delta Stewardship Council, and compliance with state and federal Endangered Species acts. DWR will also continue to develop a Community Benefits Program. The Delta Construction Authority will provide a new cost estimate and a benefit-cost analysis in mid-2024.

### Executive Order N-7-22

On March 28, 2022 Governor Newsom signed [Executive Order N-7-22](#), updated in 2023 to [EO-N-3-23](#), which **included new well permitting requirements (Action 9) as well as CEAQ exemptions and permit streamlining for FloodMAR projects (Action 13)**. The materials including a fact sheets, recording and presentation materials from the April 13th and a self-certification form for the CEQA waiver are now posted on DWR's Drought Webpage, under the 'Drought Well Permitting Requirements' and the 'CEQA Suspension on Groundwater Recharge Projects' accordion dropdowns: <https://water.ca.gov/water-basics/drought>.

California's Groundwater Live: Up-to-date data on groundwater conditions, well installations and subsidence

## March 2024 DWR Updates (from DWR's North Central Region Office)

The Department of Water Resources (DWR) released the final [California's Groundwater – Update 2020 \(Bulletin-118\)](#), containing information on the condition of the State's groundwater, DWR has also developed a companion web-based application called [California's Groundwater Live](#) (CalGW Live), leveraging the [California Natural Resources Agency Open Data Platform](#) (Open Data) to improve the access and timeliness of statewide groundwater information. The easy-to-use interface will make many of the data sets used in CalGW Update 2020 available in an interactive map format that will be updated regularly for viewing and downloading. For more information, visit the updated [California's Groundwater website](#) Contact: [CalGW@water.ca.gov](mailto:CalGW@water.ca.gov).

## SGMA & Drought

Update Your GSA and GSP Manager Point of Contact Information in DWR's SGMA Portal

If your GSA and/or GSP Plan Manager Point of Contact (POC) is not current, or you are not sure, please visit the SGMA Portal to ensure that your contact information is up-to-date. When logged in, the Portal allows edits to be made to previously submitted contact information. If you have SGMA Portal questions, please email them to: [GSPSubmittal@water.ca.gov](mailto:GSPSubmittal@water.ca.gov).

Public Comment Period Opens for Carpinteria Basin Groundwater Sustainability Plan

A Groundwater Sustainability Plan (GSP) for the Carpinteria Basin that was recently submitted to the Department of Water Resources (DWR) is now posted on the [DWR SGMA Portal](#). The plan is open to public comment for 75 days after the posted date.

## Spring GSA Forum: Save-the-Date (May 23, 2024)

Spring 2023 GSA Forum: The next GSA Forum will be held virtually on May 23, 2024. The agenda and registration link will be shared once the details are finalized.

## Water commission approves white paper on drought strategies

The California Water Commission has approved a [white paper](#) outlining four strategies to protect communities, fish, and wildlife in the event of drought. The list of strategies includes a scale-up of groundwater recharge, which is seen as a key element of dealing with a hotter, drier future. Details are available in this [news release](#).

## Release of New Sustainable Groundwater Management Act Implementation

On October 30, 2023, DWR released its [Groundwater Sustainability Plan Implementation: A Guide to Annual Reports, Periodic Evaluations, and Plan Amendments](#), which provides guidance to GSAs preparing these documents under SGMA and the GSP Regulations. The Department also released a [Frequently Asked Questions and Available Resources](#) document that provides commonly asked questions and answers about Annual Reports, Periodic Evaluations, and GSP Amendments. These resources do not create any requirements or obligations for GSAs; the information is intended to clarify the necessary content of the documents already required by SGMA and the GSP Regulations.

## Fall 2023 Groundwater Sustainability Agency Forum - Event Recording Available

The Department of Water Resources (DWR) hosted the Fall 2023 Groundwater Sustainability Agency (GSA) Forum on November 9, 2023. The theme of the event was Well Management Approaches: from Enhancing Local Understanding to Leveraging Local Coordination. A recording of the [event is now available on DWR's YouTube channel](#).

SGMA Overview Brochure Available Online

DWR released a new SGMA Overview Brochure that provides useful information for those interested in learning more about SGMA and local groundwater management, DWR's assistance resources, and DWR's SGMA Program benefits. You can view or download the SGMA Overview Brochure in [English](#) and [Spanish](#), in both an online version and an 11-inch by 17-inch printable version ([English](#) and [Spanish](#)).

## March 2024 DWR Updates (from DWR's North Central Region Office)

### DWR Releases 'Be Well Prepared' Initiative and Website

May 17, 2023, DWR released the [Be Well Prepared initiative](#). DWR is providing tools and resources to help communities that are dependent on groundwater and experiencing climate-driven weather extremes, to prepare for potential impacts to household water supplies. The Be Well Prepared initiative focuses on domestic well owners and residents that use and maintain their well. [The website includes resources and information](#) that every well owner should know and understand about: groundwater conditions, well maintenance, water quality, assistance, and additional articles, videos and resources. [A new flyer](#) from DWR provides the four initial steps for well owners to take if they think their well has gone dry. This flyer is also available in [Spanish](#) and [Hmong](#).

### DWR Releases 'Drinking Water Well Impacts' Guidance and 'Water Shortage Planning' Brochure

April 7, 2023: DWR released the [Considerations for Identifying and Addressing Drinking Water Well Impacts](#) guidance document and technical assistance. This guidance document supports GSAs to fully consider and appropriately address potential impacts to drinking water well users during SGMA implementation. There is an [online accompanying toolkit](#). The Department also released a brochure, called [Alignment and Coordination: Water Shortage Planning](#) for Rural Communities and Sustainable Groundwater Management. This brochure encourages voluntary collaboration between counties and GSAs as they coordinate their respective responsibilities for drought and water shortage planning efforts, for rural communities under Senate Bill 552, and the long-term sustainability goals of groundwater basins under SGMA.

### SB552: DWR's Water Shortage Vulnerability Scoring and Tool

As part of its technical assistance to support SB 552 implementation, DWR developed the [Water Shortage Vulnerability Scoring and Tool](#) to provide the foundational data and information statewide to counties for their water shortage risk assessment.

### Dry Well Susceptibility Map

The DWR, in coordination with the State Water Resources Control Board, has developed an interactive mapping tool, called the Dry Well Susceptibility Tool. This tool identifies areas within groundwater basins that may be prone to water supply shortages in drinking water wells. State and local agencies and well owners can use this tool to anticipate where wells may go dry based on historical conditions to inform drought preparedness decision-making. To use this tool, navigate to [California's Groundwater Live website](#) and click the [Dry Domestic Well Susceptibility tab](#). A fact sheet on this tool, as well as DWR's Dry Well Reporting System, [is available here](#).

### Dry Well Reporting Site

There is a website available to [report private wells going dry](#). Information reported to this site is intended to inform state and local agencies on drought impacts on household water supplies. The data reported on this site (excluding personal identifiable information) can be viewed on the [SGMA data viewer](#) or downloaded on the [CNRA Atlas](#). Individuals or local agencies can report water shortages and [a list of resources are included on the webpage](#). The reporting forms are available in both English and Spanish. Local agencies can now sign up to receive notifications of any dry wells reported in their area. To sign up please email [sgmps@water.ca.gov](mailto:sgmps@water.ca.gov).

### DWR is developing eight Proposition 68-funded technical projects

Fact sheets on each project can be viewed under the "Prop 68" tab [here](#).

- [AEM webpage](#) contains information on the how the process works, safety, schedule, data submission by GSAs, TAC, pilot study data and more. The final Data Reports, AEM data interpretations, and supporting data are available for the Central San Joaquin Valley groundwater basins (Survey Area 5) and the Northern San Joaquin Valley and Southern Sacramento Valley groundwater basins (Survey Area 6). All reports and datasets are available for download on the [California Natural Resources Agency Open Data Portal](#) and AEM data can be viewed online on the [AEM Data Viewer](#). For more information about AEM, visit the AEM Project Webpage or check out "DWR's Airborne Electromagnetic (AEM) Surveys:

## March 2024 DWR Updates (from DWR's North Central Region Office)

The AEM Method" video in [English](#) and [Spanish](#). **Statewide AEM survey data collection is now complete.**

- **2020 Statewide Crop Mapping data** was released in March of 2023 and includes multi-cropping information. The **2020 final and 2021 and 2022 (new Feb 2024) provisional** datasets includes agricultural land use and urban boundaries for all 58 counties in California. The data can now be accessed at the following locations: [CA DWR Land Use Viewer](#) (viewing and downloading); [CNRA Webpage](#) (viewing and downloading); on the [SGMA Data Viewer](#) (viewing) and the [California State Geoportal](#) (viewing and downloading).
- **InSAR subsidence data is now available through Oct 1 of 2023** and can now be viewed on the [SGMA data viewer](#). The updated GIS services and data reports are also available [online](#).

## Facilitation Support Services (FSS): [Funding still available](#)

- GSA's developing GSPs are eligible to receive funding for identification and engagement of interested parties, meeting facilitation, interest-based negotiation/consensus building, and public outreach facilitation
- More information [can be found here](#). Written translation services available in 8 languages for outreach materials (5,000 word maximum).
- DWR has a **new Verbal Interpretation service available to GSA's**. Real-time interpretive services are available to GSAs for virtual, hybrid, or in-person meetings in support of GSP implementation with the goal of engaging underrepresented communities within basins and encouraging equal access for non-fluent English speakers during the implementation of GSP's. If you are interested in learning more or receiving support from an interpretation team email [sgmps@water.ca.gov](mailto:sgmps@water.ca.gov).