

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Environmental Resources

BOARD AGENDA # B-9

Urgent  Routine

AGENDA DATE October 20, 2015

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Accept an Update on Groundwater Management Activities within Stanislaus County, Approval of various Memorandum of Understandings with Basin Associations, and Other Water Resources Related Matters

STAFF RECOMMENDATIONS:

1. Accept the update on groundwater management and other water resources related matters.
2. Authorize the Chairman of the Board to sign the amended Memorandum of Understanding regarding the Stanislaus and Tuolumne Rivers Groundwater Basin Association.
3. Authorize the Chairman of the Board to sign the Memorandum of Understanding with the Turlock Groundwater Basin Association pertaining to elements of the Sustainable Groundwater Management Act (SGMA).
4. Authorize staff to complete and submit the necessary paperwork to become a formal member of the East San Joaquin SGMA Workgroup and to designate Walter Ward, Water Resource Manager, as the member representative and Supervisor Terrance Withrow as the alternate member representative.

FISCAL IMPACT:

There is no fiscal impact related to accepting this update or taking the recommended actions.

BOARD ACTION AS FOLLOWS:

No. 2015-481

On motion of Supervisor O'Brien, Seconded by Supervisor DeMartini  
and approved by the following vote.

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Accept an Update on Groundwater Management Activities within Stanislaus County, Approval of various Memorandum of Understandings with Basin Associations, and Other Water Resources Related Matters

**DISCUSSION:**

The Board of Supervisors received its last update on groundwater management and related water resources activities in May 2015. At that time, an overview of the new State legislation, the Sustainable Groundwater Management Act (SGMA) which became effective on January 1, 2015, was provided. The SGMA requires that:

1. Local agencies with water supply, water management, and/or land use responsibilities are to manage the underlying groundwater in a sustainable manner;
2. Local agencies shall form, before July 2017, Groundwater Sustainability Agencies (GSAs) to manage and regulate the groundwater;
3. GSAs shall adopt before February 2020 or 2022, depending on whether or not Department of Water Resources (DWR) finds the subbasin in a condition of critical overdraft, Groundwater Sustainability Plans (GSPs); and
4. GSAs shall achieve groundwater basin sustainability twenty years after their plan is adopted.

There are four separate groundwater subbasins (as presently described in the California Department of Water Resources Bulletin 118) that occur, in part, beneath the political footprint of Stanislaus County. These subbasins are:

1. The Eastern San Joaquin Groundwater Subbasin (that portion of Stanislaus County occurring north of the Stanislaus River; commonly referred to as the "northern triangle");
2. The Modesto Groundwater Subbasin (that area of land located between the Stanislaus and Tuolumne rivers, occurring west of the Sierra Nevada foothills and east of the San Joaquin River);
3. The Turlock Groundwater Subbasin (that area of land located between the Tuolumne and Merced rivers, occurring west of the Sierra Nevada foothills and east of the San Joaquin River); and
4. The Delta-Mendota Groundwater Subbasin (that area of land within Stanislaus County located west of the San Joaquin River and east of the basement rock of the Coast Range).

Public and private water agencies and user groups within each subbasin are cooperatively working together toward the creation and formation of various GSAs related to implementation of SGMA as outlined in greater detail below.

Modesto Groundwater Subbasin

Stanislaus County has been an active member of the Stanislaus and Tuolumne River Groundwater Basin Association (STRGBA) since its inception in 1994. STRGBA was established for the purposes of managing groundwater resources within the Modesto Groundwater Subbasin. The other member agencies of STRGBA include the cities of

Approval to Accept an Update on Groundwater Management Activities within Stanislaus County, Approval of various Memorandum of Understandings with Basin Associations, and Other Water Resources Related Matters

Oakdale, Riverbank, Modesto, the Oakdale Irrigation District and the Modesto Irrigation District. STRGBA is governed by a voluntary, cooperative Memorandum of Understanding (MOU) that is subject to renewal on a five year cycle in years ending in '0' and '5'.

The STRGBA member agencies at this time seek to amend and renew the existing MOU with regards to SGMA compliance related to Groundwater Sustainability (GSA) creation and formation and the preparation and adoption of a single, basin-wide Groundwater Sustainability Plan (GSP). The MOU is also being amended to include the membership of a new party, the City of Waterford. Formal ratification of this MOU is required to be taken by each signatory member agency. The amended MOU is included with this Board report as Attachment A.

### Turlock Groundwater Subbasin

Stanislaus County has been an active member of the Turlock Groundwater Basin Association (TGBA) since its inception in 1995. Since that time, local public agencies have been working together on groundwater management issues. The TGBA is also governed by an MOU. The local public agencies that are signatory members to this MOU include the City of Modesto, City of Hughson, City of Ceres, City of Turlock, Merced County, Denair Community Service District, Ballico-Cortez Water District, Hilmar Water District, Eastside Water District, Turlock Irrigation District, Merced Irrigation District and Stanislaus County.

The TGBA member agencies have agreed to create a new, Post-SGMA MOU to establish an agreed upon approach to SGMA compliance including: (1) Turlock Subbasin's governance structure (single or multiple GSAs), (2) a preferred planning method of a single, basin-wide GSP, as well as (3) the tools, resources, education, and outreach methods that need to be developed to inform stakeholders. Another purpose of the Post-SGMA MOU is to help increase the TGBA's voice in local groundwater management and to display good faith efforts to the State by working together at the local level. The Post SGMA MOU builds on the existing TGBA MOU and provides a better understanding of the requirements of the SGMA. The existing MOU is in good standing and will remain in force as is. Formal ratification of the Post-SGMA MOU is required to be taken by each signatory member agency. The Post-SGMA MOU for the Turlock Groundwater Basin Association is included with this Board report as Attachment B.

### Eastern San Joaquin Groundwater Subbasin

The public agencies involved in groundwater management within the Eastern San Joaquin (ESJ) Groundwater Subbasin have collectively agreed to address compliance with SGMA through the creation of a formal Workgroup operating under the guidelines of a chartered document. The Charter will be used to facilitate and govern the workgroup's activities and discussion regarding the dual objectives of GSA formation and GSP development. The SGMA workgroup will meet on a monthly basis (and more

## Approval to Accept an Update on Groundwater Management Activities within Stanislaus County, Approval of various Memorandum of Understandings with Basin Associations, and Other Water Resources Related Matters

frequently, if needed) over the next 18 months via a series of facilitated meetings with the intended purpose to develop an agreed upon course of action related to full compliance with SGMA. Stanislaus County has formally been invited to participate on the ESJ SGMA Workgroup.

The Charter calls for “enrollment” of an authorized representative for each member agency to serve in a voting capacity. Each member agency is also expected to identify alternate members to ensure continuity of participation by each agency and to avoid backtracking over previously discussed and agreed upon topics and decisions. The County is not being asked to fund this effort other than through the in-kind labor of its designated member’s active participation.

Formal action regarding the acceptance of the Charter and designation of membership is required to be taken by each signatory member agency. It is recommended that Walter Ward, Water Resources Manager for Stanislaus County, be designated as the Charter member and that Supervisor Terrance Withrow be designated as the alternate Charter member. The East San Joaquin SGMA Workgroup Charter and Member Identification Form are included as an attachment to this Board report (Attachment C).

### Delta-Mendota Groundwater Subbasin

The water agencies (agricultural and urban) in the Delta-Mendota Groundwater Subbasin are continuing to explore the various options related to SGMA compliance and GSA(s) formation. One option under consideration is to use the existing structure of the San Luis & Delta Mendota Water Users Authority as a vehicle for this purpose. However, such formal course of action has not yet been defined or agreed upon at this time. Because of this, no action is required by the Board at this time.

### Regional Groundwater Coordinating Committee

In May 2015, the Stanislaus County Water Advisory Committee requested an assessment and evaluation of the feasibility of developing a Regional Groundwater Coordination Committee (RGCC) that included the Modesto, Turlock, Eastern San Joaquin, Merced, and Delta Mendota Subbasins (collectively referred to as the “RGCC Subbasins”). The concept was based on anticipating that the need for significant coordination between multiple GSAs in adjoining groundwater basins would arise and that the RGCC could function in such a manner that would ensure cohesive and coordinated groundwater management under SGMA, while still accommodating the “sovereign” responsibilities of each GSA. The RGCC would not necessarily be an entity, but rather a “forum” where representatives from each GSA could gather in a neutral environment and on a regular basis to ensure coordination takes place between them.

On June 30, 2015, the Board of Supervisors authorized the Director of Environmental Resources to sign an agreement with the State Water Resources Control Board and the

## Approval to Accept an Update on Groundwater Management Activities within Stanislaus County, Approval of various Memorandum of Understandings with Basin Associations, and Other Water Resources Related Matters

California State University, Sacramento, Center for Collaborative Policy (CCP), to provide facilitation services related to the development of a Regional Groundwater Coordinating Committee.

The CCP provided a facilitator who worked with the relevant entities from the RGCC Subbasins to explore the form, function and governance structure for the RGCC. The CCP's evaluation included research and interviews with identified representatives from the RGCC Subbasins in portions of San Joaquin and Merced counties, and all of Stanislaus County. The CCP met with the RGCC Subbasin representatives in July 2015 to review the assessment process and goals of the project. It was agreed that these representatives constituted the RGCC "Design Team" to work with the CCP and Stanislaus County in reviewing the assessment, discussing the recommendations, and taking necessary next steps to assess the feasibility and relevant form and function of the RGCC.

The preliminary findings and recommendations from this assessment were reviewed with the RGCC Design Team in August 2015. Based on the assessment results and CCP recommendations, the RGCC Design Team concluded that additional time and discussion was required to assess the feasibility of the RGCC and specifically identify goals for a RGCC. During the August discussions, the RGCC agreed to a set of parameters and initial framework for the RGCC, when and if it is convened. CCP developed a draft Stakeholder Assessment, currently under review by the RGCC Design Team, a Work Plan for the RGCC Design to continue discussing RGCC goals and feasibility, and a framework for the RGCC if/when it is convened. The RGCC Design Team reviewed these documents and discussed next steps for the RGCC and the Design Team on October 1, 2015. The RGCC Design team recommended revisions to the RGCC Parameters and Work Plan. CCP incorporated these revisions and the documents are currently under review by the RGCC Design Team.

The Design Team members will continue to meet with their respective agencies, associations, authorities, etc., to discuss formation of their GSAs. It is recommended that Design Team members consider and identify where a RGCC may provide a benefit or facilitate regional coordination or more efficient resolution of SGMA discussions taking into account the following considerations:

- a. Communication methods for GSP and inter-basin coordination;
- b. Information needs from the other GSAs or technical third parties;
- c. Necessary participants to foster regional coordination discussions;
- d. Information available and desired to share during RGCC discussions;
- e. Communication of SGMA requirements to the public; and
- f. Cross-communication of integrated regional management activities and opportunities, e.g., coordinating funding opportunities, coordinating projects/ activities, basin boundary designations, assessing inter-subbasin impacts, coordinated GSP development.

## Approval to Accept an Update on Groundwater Management Activities within Stanislaus County, Approval of various Memorandum of Understandings with Basin Associations, and Other Water Resources Related Matters

All parties involved acknowledge the value of an RGCC but also recognize that the time and place for it better fits the post-GSA formation time and during the development of the various GSPs for the subbasins. The next RGCC Design Team meeting is scheduled for January 2016, unless the RGCC entities seek an opportunity to further discuss SGMA activities prior to that time.

### Water Well Facilities Mapping and Database Development

The consulting firm of Tetra Tech, Inc., was retained to develop a database management system for the collection and storage of water supply well data for wells within the eastern unincorporated portion of the County, commonly referred to as the Eastside Foothills Area (“white” areas). The database and GIS mapping functionality, which was done in collaboration with the Public Works Department, was constructed to store well location data, well construction details (such as total well depth and screened intervals), water level data, subsurface geology, water quality data, and pumping discharge records. The database was developed for short-term and long-term planning purposes, including reporting for the Sustainable Groundwater Management Act. Once the database was developed, it was populated with two sources of existing Department of Water Resources (DWR) information: California Statewide Groundwater Elevation Monitoring (CASGEM) program and Well Completion Form well location/construction data. The CASGEM dataset includes water level data reported for more than 1,000 wells in the three eastern hydrologic subbasins of the County (from North to South): the Eastern San Joaquin, Modesto, and Turlock subbasins.

New data was added through outreach to the livestock and agriculture community, as well as a water district located within the Eastside Foothills Area. Individuals, farming groups, and a water district were asked to voluntarily participate in the Stanislaus County groundwater monitoring network. Relationships were developed with the voluntary participants as a positive outgrowth of the Stanislaus County Water Advisory Committee. To date, information for 21 agricultural wells have been provided to the County. These wells cover significant acreage within the southern and central portions of the Eastside Foothills Area. Positive discussions are on-going to obtain information for additional southern, central, and northern agricultural properties. The database development and water well facilities mapping is anticipated to be completed by October 31, 2015.

### Groundwater Ordinance Implementation

The consulting firm of Jacobson James & Associates was retained to develop and begin implementing a discretionary well permitting program for applications that are subject to the Groundwater Ordinance. It was agreed that the program needed to:

- Comply with the ordinance requirement for substantial evidence that the proposed wells will not extract groundwater unsustainably;
- Fulfill the requirements for review of environmental impacts under CEQA;
- Be forward looking to future requirements under SGMA; and

## Approval to Accept an Update on Groundwater Management Activities within Stanislaus County, Approval of various Memorandum of Understandings with Basin Associations, and Other Water Resources Related Matters

- Be defensible, objective, well documented and protective, but not unduly burdensome.

The program was developed based on setting management objectives for sustainable groundwater extraction, establishing groundwater “management zones” where additional information would be required, setting thresholds for special studies, and setting triggers for certain prescribed permit conditions, including monitoring, pumping restriction and mitigation. Tasks completed to date include the following:

- A permit exemption checklist;
- An application package that includes a description and flowchart of the permitting process, and a Supplemental Permit Application and Completeness Checklist;
- A Permit Review Form that provides a uniform basis for documenting the application review; and
- Supporting documentation including a description of the rationale for the program and its relationship to CEQA requirements, links to specific reference documents and precedents on which the program is based, an evaluation of the major options considered for the program, and supporting calculations and modeling studies.

An overview of the program was presented to County staff including the Chief Executive Office, County Counsel, Environmental Resources, and Planning on July 13, 2015, the Water Advisory Committee on July 29, 2015, and the Technical Advisory Committee on August 13, 2015. The information is now available on the County’s groundwater website at the following electronic address:

<http://www.stancounty.com/er/pdf/groundwater/application-packet.pdf>

The initial contract authorization is nearing completion. The following additional tasks are anticipated or are in progress:

- Evaluation of water well applications that have been determined to be non-exempt from the Groundwater Ordinance in order to determine permit requirements under the new application review program that has been established; and
- Training for relevant County departments/staff in the new program which remains to be scheduled.

### Dry Domestic Well Programs Status

Financial Assistance Program:

## Approval to Accept an Update on Groundwater Management Activities within Stanislaus County, Approval of various Memorandum of Understandings with Basin Associations, and Other Water Resources Related Matters

On August 26, 2014, the Board approved the adoption of the Emergency Domestic Water Well Financial Assistance Pilot Program and directed staff to implement the program. Financial assistance under the pilot program provides residential citizens living within the unincorporated areas of Stanislaus County with assistance in defraying the cost of repair or replacement of adversely affected, domestic use water supply wells that have lost their ability to pump groundwater. A total of \$400,000 has been allocated from the Economic Development Bank for the loan assistance program.

To date there have been six loans that have been approved under this program, with an average loan amount of \$16,950. The total amount loaned to date is \$101,690, leaving a remaining available balance of \$298,310.

### Temporary Water Assistance Program:

Stanislaus County rural residents continue to suffer from the impacts of the multi-year drought. To date approximately 80 homeowners, located in the unincorporated area of the County, have reported their wells as dry. Due to the high demand for well drilling services, residents and business owners have experienced an average wait time of six to nine months for a new or deeper well to be completed. Going without a dependable water supply for this length of time can create an extreme hardship and can potentially put the health and safety of those affected at risk.

On July 28, 2015, the Board proclaimed the existence of a local emergency in Stanislaus County due to the multi-year drought in California and approved the update of the Water Contingency Plan to include a Temporary Water Assistance (TWA) Program. The TWA Program is coordinated through the County's Office of Emergency Services. All funding for this program is provided through the California Disaster Assistance Act. Self-Help Enterprises, a non-profit third party vendor, has been implementing the TWA Program on behalf of the County under the umbrella of a Memorandum of Understanding. The TWA Program involves the installation of a temporary storage tank (2,600 gallon capacity) along with a small pump that is directly connected to the household indoor plumbing. The tank is replenished with water delivered to the site via a state-registered water hauler.

As of the date of the preparation of this report there have been a total of 56 applications received. Of this total, 36 homes have had water tanks installed and water deliveries are regularly being made. An additional six sites are having only water delivered due to the fact that a storage tank had already been previously installed. Five homes have found a permanent solution in the form of a deeper replacement well.

The TWA Program has proven to be both popular and successful in Stanislaus County.

### Next Steps

Groundwater Data Monitoring and Collection Strategy:



Approval to Accept an Update on Groundwater Management Activities within Stanislaus County, Approval of various Memorandum of Understandings with Basin Associations, and Other Water Resources Related Matters

The existing Stanislaus County Groundwater Ordinance, section 9.37.065, Monitoring, states, in part, “that all persons, including public water agencies that extract groundwater within the County, shall prepare and submit to the County periodic reports of groundwater information that are reasonably necessary to monitor the existing condition of groundwater resources within the County, to determine trends, or to develop effective sustainable groundwater management plans and policies. (A groundwater use of less than two acre feet per year (e.g., a private domestic water supply well) is not required to submit such information.)”

Furthermore, the Department of Environmental Resources (DER) is authorized to develop and recommend regulations to be adopted by the Board that establish the frequency and timing of the required reports, and the required information to be monitored, including, groundwater level and pumping data. It is further presumed that such information is exempt from disclosure under the California Public Records Act. However, such information will be aggregated for the purposes of public reporting but in such a manner that does not identify the specific source of that information and yet provides useful and meaningful spatial and temporal groundwater resources information for planning and management purposes. These regulations and groundwater data collection methods will be developed through the Water Advisory Committee/Technical Advisory Committee public process and brought back to the Board of Supervisors for their consideration of adoption in the coming months.

**POLICY ISSUE:**

The recommended actions support the Board’s priorities of A Healthy Community, Effective Partnerships, and a Well Planned Infrastructure System by ensuring a coordinated approach towards regional groundwater resources management. Continued participation in groundwater management activities supports the DER’s mission to promote a safe and healthy environment and improve the quality of life in the community through a balance of science, education, partnerships and environmental regulation.

**STAFFING IMPACTS:**

Existing staff will be utilized to provide the necessary support to activities of the groundwater association.

**CONTACT PERSON:**

Jami Aggers, Director of Environmental Resources  
Walter Ward, Water Resources Manager

Telephone:209-525-6770  
Telephone:209-525-6710

**ATTACHMENTS:**

A. Stanislaus and Tuolumne Rivers Groundwater Basin Association MOU

Approval to Accept an Update on Groundwater Management Activities within Stanislaus County, Approval of various Memorandum of Understandings with Basin Associations, and Other Water Resources Related Matters

B. Turlock Groundwater Basin Association Following the Sustainable Groundwater Management Act MOU

C. The Eastern San Joaquin Subbasin Sustainable Groundwater Management Act Working Group Charter

# MEMORANDUM OF UNDERSTANDING REGARDING THE STANISLAUS AND TUOLUMNE RIVERS GROUNDWATER BASIN ASSOCIATION

## 1. PARTIES:

The Parties to this Memorandum of Understanding (MOU) are: County of Stanislaus, a political subdivision of the State of California; Oakdale Irrigation District, a California irrigation district; the City of Oakdale, a California public agency; the City of Riverbank, a California public agency; the City of Modesto, a California public agency; the City of Waterford, a California public agency; and Modesto Irrigation District, a California irrigation district.

## 2. RECITALS:

This MOU is entered into with regard to the following facts and circumstances, among others:

2.1 Groundwater and surface water resources within the Modesto Sub-basin (Sub-basin) are vitally important resources, in that they provide the foundation to maintain current and fulfill future environmental, agricultural, domestic, municipal and industrial needs, as well as other needs, and to maintain the economic viability and prosperity of the Sub-basin.

2.2 Agriculture has been prominent in making Stanislaus County one of the world's foremost agricultural areas, and has played a major role in the development of the economy of Stanislaus County; in an era of increasing competition for the area's finite water resources, it is important to understand and plan for the local area's economic well-being.

2.3 In 1994, an association known as the Stanislaus and Tuolumne Rivers Groundwater Association (the "Former Association") was created.

2.4 The Former Association ceased to exist as of December 31, 1997, pursuant to the terms of the agreement among the Parties creating it.

2.5 During the period following termination of the Former Association, the Parties have continued to conduct business that might have been conducted by the Former Association.

2.6 The Parties desire to form an Association (defined below) to update the role and functions of the Former Association and to provide a mechanism for the Parties to cooperate in working toward the purposes and goals established in this MOU.

**2.7 Purpose and Goals:** The purposes and goals for the formation of the Association are:

2.7.1 To determine and evaluate the Sub-basin's existing groundwater supply;

2.7.2 To promote coordination of groundwater management planning activities developed by the Former Association and the prior efforts of individual Parties;

2.7.3 To determine the Sub-basin's need for additional or improved water extraction, storage, delivery, conservation, and recharge facilities;

2.7.4 To provide information and guidance for the management, preservation, protection and enhancement of groundwater quality and quantity in the Sub-basin; and

2.7.5 While it is unknown at this time what a governance structure will look like for the Sub-basin, the Parties agree to work individually and collectively to seek formation of one or more Groundwater Sustainability Agency (GSA) or Groundwater Sustainability Agencies (GSAs) to provide SGMA-compliant groundwater management governance within the Sub-basin prior to June 30, 2017. The ultimate governance structure for groundwater management within the Sub-basin isn't the subject of this MOU. As such, this MOU doesn't form a GSA or multiple GSAs, but rather begins a consensus-seeking discussion process toward SGMA compliance.

2.8 The Parties believe that cooperative and coordinated actions by local agencies and users within the Sub-basin will result in sustainable usage of the groundwater within the Sub-basin.

- 2.9 The Parties believe that groundwater management activities, whether developed under the umbrella of the Association or through individual agency efforts coordinated through the Association, for water suppliers and water users within the Sub-basin are necessary to protect the groundwater and to meet the needs of users of such resources within the Sub-basin.
- 2.10 The Parties have developed a hydrologic groundwater model for use in planning and operational decision making.
- 2.11 The Parties enter into this MOU in order to reauthorize the Association to promote certain goals and provide coordinated planning to make the best use of available water resources to meet the needs of the Parties and respective constituents and service territories in the mutual best interests of the inhabitants and resources of the Sub-basin.
- 2.12 In forming the Association, it is the Parties desire that the Association not be formed as a separate governmental entity, nor have any enforceable regulatory authority over any Party's facilities or any Party's respective groundwater supplies or water rights nor duplicate any services, duties or authority of any other agency.

3. DEFINITIONS:

The following terms, whether in the singular or the plural, and when used herein with initial capitalization, shall have the meanings specified in this Section 4:

- 3.1 **Annual Budget:** A budget will be developed by the Association's governing body to fund certain project(s) to advance the goals and objectives of this MOU.
- 3.2 **Sub-basin:** The Modesto Sub-basin, which is geographically defined as that area in the State of California bounded on the west by the San Joaquin River; on the north by the Stanislaus River, on the east by the base of the Sierra Nevada foothills; and on the south by the Tuolumne River, and includes the area of land overlying that Sub-basin and all tributaries therein as defined by the Department of Water Resources Bulletin 118.
- 3.3 **Committee:** That body, consisting of one representative from each of the Parties, which governs the Association, as established pursuant to Section 5.2 of this MOU.

3.4 **Coordinator:** The individual appointed by the Committee pursuant to Section 6 is otherwise responsible for coordinating a work plan.

3.5 **Governing Bodies:** The legislative bodies of the governmental Parties to this MOU.

3.6 **MOU:** This Memorandum of Understanding Regarding the Stanislaus and Tuolumne Rivers Groundwater Basin Association.

3.7 **Parties:** Each of those entities named in Section 1 of this MOU, or those Parties added pursuant to section 5.4 of this MOU.

3.8 **Voting Percentage:** A Party's Voting Percentage as set forth in Section 8.3 of this MOU.

#### 4. THE ASSOCIATION:

4.1 **Powers and Purposes:** The Parties to this MOU shall operate as the Stanislaus and Tuolumne Rivers Groundwater Basin Association ("Association").

4.1.1 The Parties to this MOU shall operate as the Stanislaus and Tuolumne Rivers Groundwater Basin Association ("Association").

4.1.2 This Association shall have no enforceable regulatory authority over any person or entity, including Parties or Parties' facilities or rights.

4.1.3 The Association shall have the power to sue or be sued in its own name.

4.2 **Committee:** The Association shall be governed by a Committee whose membership and responsibilities are set forth herein.

4.2.1 Each Party shall designate one person to serve as a member of the Committee, and one or more alternates. The names of the member and alternates shall be submitted to the Coordinator. Each member of the Committee, and each alternate, shall serve at the pleasure of the Party appointing such member. A Party's alternate may serve in the place of that Party's member in the absence of such member and, in such case, the alternate shall have the powers of the member.

- 4.2.2 The Committee shall elect a chair and vice chair from its members at the first meeting of each calendar year. The chair will be responsible for presiding over meetings of the Committee, and shall notify committee members and the Coordinator of meetings of the Committee. The Committee will establish a date, time and place for its regular meetings, and may hold special meetings when required for the proper transaction of business. All meetings of the Committee shall be held in accordance with the provisions of the Brown Act, California Government Code Section 54950 et seq. The Committee will prescribe such procedures for the conduct of its business as it deems appropriate.
- 4.2.3 A quorum shall consist of a simple majority of the Voting Percentage of the Committee, except that less than a quorum may adjourn meetings of the Committee from time to time. Alternatively, the Coordinator may adjourn a meeting of the Committee to a specified time, date and place if there is less than a quorum of members present for a meeting.
- 4.2.4 The Committee shall have the following duties and responsibilities:
- a. Develop and implement the activities, including work schedule, designed to achieve the objectives of the Association as set forth in Section 2 of this MOU.
  - b. Enter into contracts, and approve all amendments thereto, for and on behalf of the Association, necessary to carry out the powers and duties of the Association.
  - c. Establish an Annual Budget for the Association, and approve proposed revisions to such budget, provided that no action of the Association shall be deemed to bind any party to contribute such funds absent approval of the Governing Bodies.
  - d. Recommend for approval by the Governing Bodies Budget(s) necessary to carry out proposed project(s).
  - e. Establish such committees as may be necessary or desirable to carry out the purposes of the Association, and to exercise general supervision over such committees.

4.2.5 Except for actions for which a different approval standard is set forth in this MOU, all actions of the Committee shall be approved by a majority of the members present.

4.3 **Staff:** The Association shall have the authority to hire or retain agents, contractors and consultants as the Committee shall determine necessary and appropriate.

4.4 **New Parties:** New parties may join the Association, provided that they meet the requirements set forth in this Section 5.4.

4.4.1 Any county or local public agency, whose territory or service area includes land located within the Sub-basin, which provides water service within its service area, and whose service area includes all or a portion of the Sub-basin (as defined in Section 4.2), may apply for membership in the Association.

4.4.2 Application for membership shall be subject to approval by the Governing Bodies of the Parties; approval shall require the affirmative vote of the Governing Bodies of a simple majority of the Parties.

4.4.3 Any new Party to this Agreement shall, as a condition of admission to the Association, be required to first pay its proportionate share of back contributions or as otherwise determined appropriate by the Committee.

## 5. COORDINATOR:

5.1 **Appointment:** The Committee shall appoint a Coordinator, who shall have the duties and responsibilities set forth in this Section 6. The Coordinator shall be an employee of a Party, unless otherwise approved by the Committee.

5.2 **Duties and Responsibilities:** The Coordinator will have the following duties and responsibilities:

5.2.1 Develop and submit for consideration of approval by the Committee a work plan and schedule of activities designed to accomplish the goals of the Association as established in this MOU or as may be directed by the Committee.



- 5.2.2 Propose an Annual Budget, and from time to time such revisions as the Coordinator may feel necessary or desirable, to the Committee for its review and approval.
- 5.2.3 Submit to the Committee as directed by the Committee, a progress report as to the Association's activities, and an Annual Budget report which compares actual expenditures with the adopted budget.
- 5.2.4 Execute and administer contracts as directed by the Committee.
- 5.2.5 Maintain proper records and accounts of Work performed by the Association and its committees.
- 5.2.6 Receive and disburse funds at or under the direction of the Committee.
- 5.2.7 Act as secretary/treasurer to the Association, and acting in that capacity, prepare, record and distribute minutes of all Committee meetings.
- 5.2.8 Perform such other actions as may be necessary or desirable to promote the work of the Committee and the Association.

## 6. ASSOCIATION BUDGET AND COSTS:

- 6.1 **Budget Cycle:** The budget cycle of the Association shall be on a calendar year basis.
- 6.2 **Annual Budget:** The Coordinator shall prepare an annual financial budget for each calendar year that the Committee determines certain projects are necessary. The Coordinator's draft Annual Budget for the preceding year should be delivered to the Committee members no later than June 1 of each year. The Committee should approve or revise the draft budget and distribute the draft budget to each Party no later than July 1 of each year. The Committee shall meet to review input from the Parties' Governing Bodies no later than August 1, and shall approve a final budget no later than September 1 for the preceding year. The respective Governing Bodies of the Parties should review the Annual Budget of the Committee no later than October 1 of each year and notify the Coordinator that it has allocated or appropriated its respective contribution to the annual Budget no later than October 15 of each year. The Committee shall then adopt and approve the annual Budget and

have it in place and effect by January 1 of that budget year as approved by the Parties.

- 6.3 Allocation of Funds:** Within the annual financial budget adopted pursuant to Section 7.2, the Committee shall have the authority to make minor adjustments in the allocation of funds between budget categories; provided, however, that the cumulative change in the budget category does not exceed ten percent (10%) of the amount authorized in the Annual Budget and the total amount of the Annual Budget is not increased. Other budget adjustments require approval of the Governing Bodies.
- 6.4 Budget Increases:** Increases in the total amount of a Budget must be approved by the Governing Bodies of a simple majority of the Parties.
- 6.5 Failure to Pay:** If any Party fails to pay its respective share of any Annual Budget or budget increase when due, whether or not that Party's Governing Body approved the Annual Budget or the budget increase, then that Party shall be ineligible to vote on any subject or issue unless such failure is excused by the Committee. During any period of time during which a Party is ineligible to vote on a matter by reason of the application of this Section 7.5, such Party shall not be counted as a Party in determining a quorum, or in determining a "majority" with regard to the approval of any action. In order to restore its eligibility to vote, a Party must be current on all amounts due, including any expenditures approved by the Association while such Party was ineligible to vote.
- 6.6 Expenditures:** Association funds may be properly expended for all costs approved by the Committee and properly incurred in the performance of the work approved by the Committee, or under such authority as may be delegated to the Coordinator by the Committee.
- 6.7 Non-Reimbursable Costs:** Costs incurred by any Party in connection with any functions of the Association, or any committee established by the Committee, and expenses of a Party's personnel including, without limitation, the regular and alternate members appointed by a Party to any committee while performing such functions, shall not be reimbursed by the Association except upon approval of the Committee, provided that a Party shall be reimbursed for the services performed by such Party's employees while serving as staff to the Association as approved through the Budget process.

## 7. FUNDING AND VOTING PERCENTAGES:

7.1 **Funding:** Each Party shall be responsible for its proportionate share of the funding requirements of the Association. The proportionate shares of each Party shall be determined by dividing the funding requirements of the Association by the number of Parties. During Committee approval of certain projects that beneficially affect one Party over another, equitable project funding shall be determined by the Committee.

The Parties shall provide funding consistent with the Annual Budgets adopted by the Committee at times set forth in such budgets, or on call of the Coordinator. Funding needs of the Association payable by the Parties shall be determined by the Committee, and such funds shall be transmitted by the Party to the Coordinator within sixty (60) days of project approval. Upon receipt, the Coordinator will immediately deposit funds in an interest-bearing bank account. The funds in such account shall remain the property of each Party and interest earned thereon shall belong to each Party.

7.2 **Payment Reduction:** Each Party agrees that the Parties' respective obligations to make payments hereunder shall not be subject to any reduction, whether by offset, counter claim, recoupment or otherwise. A Party's funding contributions to this Association or a portion thereof may be reimbursed upon termination of that Party's participation in the Association and approval by a simple majority vote of the Committee.

7.3 **Voting Rights:** Each Party's representative on the Committee shall be entitled to one vote; provided, however, that if a matter being decided by the Committee will have a disproportionate effect on the financial obligations of the Parties as contemplated in Section 8.1, each Party shall be entitled to vote weighted in proportion to the financial obligation or benefit of the Parties.

7.4 **Modification by Party:** Funding Percentages and/or Voting Percentages may be changed only upon the approval of the Governing Bodies of a simple majority of the Parties.

## 8. RELATIONSHIPS OF PARTICIPANTS:

8.1 **Each Party's Action is Independent of the Other:** The obligation of each Party to make payments under Section 8.1 of this MOU is an individual and several obligation and not a joint obligation of the Parties. Each Party shall be individually responsible for its own covenants, obligations and liabilities under

this MOU. No Party shall be under the control of or shall be deemed to control any other Party or the Parties collectively. No Party shall be the agent of or have the right or power to bind any other Party without such Party's express written consent, except as expressly provided in this MOU.

**8.2 Indemnity:** No Party, nor any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOU. The Parties further agree, pursuant to Government Code Section 895.4, that each Party shall fully indemnify and hold harmless each other Party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such Party under this MOU.

In no event, except for any claim, demand, liability, loss or damage arising out of or resulting from any action taken or not taken by one Party at the direction of its directors, officers, or employees of management or administrative responsibility, which is knowingly or intentionally taken or not taken with conscience indifference to the consequences thereof or with the intent that injury or damage would result or would probably result therefrom, shall a Party be liable to any other Party for any indirect or consequential damage claim, demand, liability, loss, expense (including attorney's fees), or damage arising out of or in any way connected with this Agreement, including any negligence in connection therewith.

**8.3 No Creation of a Joint Powers Agency:** The Parties agree that by this MOU they do not intend to provide for the creation of an agency or entity which is separate from the Parties pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, relating to the joint exercise of powers.

## 9. TERM OF THIS MOU:

The term of this MOU shall commence once all named parties have executed this MOU; and it shall terminate on December 31, 2017 unless extended in writing signed by all Parties to this MOU. Upon termination of this MOU, the Committee shall determine the assets and liabilities of the Association; make every effort to satisfy all obligations within sixty (60) days of the termination of the agreement;

and distribute the remaining fund balance equitably to each Party in proportion to each Party's funding contribution to the Association.

10. GENERAL PROVISION GOVERNING MOU:

- 10.1 **Invalidity of any Term not to Invalidate the Entire Memorandum:** In the event that any of the terms, covenants or conditions of this MOU or the application of any such term, covenant or condition shall be held invalid as to any Party, person or circumstance by any court of competent jurisdiction, all other terms, covenants or conditions of this MOU and their application shall not be affected thereby, but shall remain in full force and effect unless any such court holds that those provisions are not separable from all other provisions of this MOU.
- 10.2 **No Third Party Beneficiaries:** This MOU is for the sole benefit of the Parties and shall not be construed as granting rights to any person other than the Parties or imposing obligations on a party to any person other than another party.
- 10.3 **Good Faith:** Subject to the right of a Party to withdraw or terminate its membership in the Association, each Party shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of the terms and provisions contained herein.
- 10.4 **Withdrawal or Termination of Membership:** Except in the event of the termination of this MOU pursuant to Section 10 a Party who withdraws or terminates its membership in the Association shall not be entitled to a refund of its funding contributions. Any Party may terminate membership and withdraw from this Association upon thirty (30) days written notice of termination to the Association. If a Party withdraws from the Association when the Party is in arrears as to its funding contributions to the Association, that Party's entitlement to use any groundwater model or other work product of the Association as provided for herein shall be determined by the Committee.
- 10.5 **Amendment:** This MOU may be amended by first receiving the affirmative vote of the Governing Body of a simple majority of the Parties.
- 10.6 **Counterpart Execution:** This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.7 **Governance:** This MOU is made under and shall be governed by the laws of the State of California.


10.8 **Reasonable Delivery of Documents:** The Parties agree to act in good faith to promptly execute any documents that are necessary, or may become necessary, to implement activities approved by the Governing Bodies in the Annual Budget subject to the authority and the right of the Governing Bodies to terminate participation in this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed, each signatory hereto represents that he has been appropriately authorized to enter into this MOU on behalf of the Party for whom he/she signs.

*(County Signatures on the next page)*

IN WITNESS WHEREOF, the parties have executed this MOU on October 20, 2015.

COUNTY OF STANISLAUS

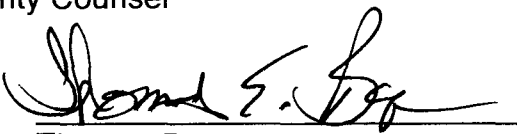
By:   
Terrance Withrow  
Chair of the Board of Supervisors

"County"

ATTEST: Christine Ferraro Tallman  
Clerk of the Board of Supervisors or the  
County of Stanislaus, State of California

By: 

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By:   
Thomas Boze  
Assistant County Counsel

# MEMORANDUM OF UNDERSTANDING SETTING FORTH CERTAIN ITEMS OF AGREEMENT AMONG THE TURLOCK GROUNDWATER BASIN ASSOCIATION FOLLOWING THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT

## 1. PARTIES

The Parties ("Parties") to this *Memorandum of Understanding Setting Forth Certain Items of Agreement among certain members of the Turlock Groundwater Basin Association ("TGBA") Following the Sustainable Groundwater Management Act* ("Post-SGMA MOU"). These Parties are the signatories to this Post-SGMA MOU.

## 2. RECITALS

This MOU is entered into with regard to the following facts and circumstances:

2.1. The Parties share common groundwater resources and have managed those resources in the best interests of their respective constituents in compliance with applicable state laws.

2.2. In pursuit of goals and items of mutual agreement outlined in an existing agreement of the Parties, many of the Parties regularly coordinate, collaborate, and communicate groundwater management in a formal setting by way of TGBA meetings.



2.3. With its passage in the California Legislature and signing into law by Governor Brown, the Sustainable Groundwater Management Act of 2014 (“SGMA”) will change many conditions and requirements under which all groundwater resources are currently managed within the Turlock Subbasin (“Subbasin”).

2.4. A foundational tenet of the SGMA is to maintain existing local control of groundwater management, provided groundwater is managed in a sustainable manner, as outlined in the SGMA.

2.5. The Turlock Subbasin is defined by the Department of Water Resources’ (“DWR”) Bulletin 118, 2003 Update. The SGMA requires certain deadlines be met by local agencies within the Subbasin. These deadlines must be met in order to avoid intervention of local groundwater management by the State Water Resources Control Board (“State Water Board”).

2.6. Relevant to the Parties, the first SGMA deadline for local agencies requires the formation of at least one Groundwater Sustainability Agency (GSA”) by June 30, 2017 in order to avoid the Subbasin placed on probationary status (California Water Code §10735.2). DWR is to be informed of the formation of GSAs and to assess the adequacy of coordination agreements required by SGMA. Probationary status could lead to the State Water Board developing an enforceable interim plan to manage local groundwater resources.

2.7. The second deadline for local agencies requires a Groundwater Sustainability Plan (“GSP”) to be developed to achieve groundwater sustainability within the Subbasin and submitted to DWR by January 31, 2022. The entire Subbasin must be covered by at least one GSP. If more than one GSP is established, a coordination agreement must be in place to ensure the coordinated implementation of the GSPs for the Subbasin to achieve sustainability.

### 3. AGREEMENT

The Parties agree as follows:

3.1. **Civility:** The Parties agree to work together in a civil manner in an effort to move toward groundwater sustainability within the Subbasin and SGMA compliance.

3.2. **Groundwater governance:** While it is unknown at this time what governance structure will take form for the Subbasin, the Parties agree to work individually and collectively to seek formation of one or more GSAs to provide SGMA-compliant groundwater management governance within the Subbasin prior to June 30, 2017. The ultimate governance structure within the Subbasin is not the subject of this MOU. As such, this Post-SGMA MOU does not form a GSA or multiple GSAs, but rather begins a consensus-seeking discussion process toward SGMA compliance.

3.3. **TGBA is a forum for discussion:** The TGBA, by way of its membership, provides one of several forums to discuss possible groundwater governance structures. However, it is the Parties to this MOU (as defined in Water Code

§10721(m)) that have ultimate decision-making authority on groundwater governance within the Subbasin.

**3.4. Coordination:** The SGMA requires that the entire Subbasin be covered by a GSP. If more than one GSP is established, SGMA further requires that a coordination agreement be in place and deemed adequate by DWR. To this end, the Parties understand that coordination and collaboration on various levels, many of which may not be clear at this time, will be essential to complying with the SGMA requirements, regardless of which groundwater governance structure ultimately develops within the Subbasin.

**3.5. Groundwater Sustainability Plan:** To facilitate the coordination required by SGMA, the Parties agree to work individually and collectively to pursue developing a single GSP to manage groundwater within the Subbasin.

**3.6. Groundwater Model and Other Data Coordination:** Development of a SGMA-compliant GSP will require a groundwater model and/or other tools to be developed for the Subbasin. While groundwater modeling has been done in the past, there will likely be a need for improved tools to assist the Parties in developing a SGMA compliant GSP. These types of tools can take years to develop. The SGMA deadlines may not allow for the time needed to systematically establish GSAs before starting work on the needed tools for developing the GSP. Therefore, the Parties agree to cooperatively pursue the

development of a groundwater model and/or other tools for the entire Subbasin that may be needed to meet the SGMA deadlines and requirements.

3.7. **No replacement of existing MOU:** The Post-SGMA MOU does not replace or otherwise alter the existing *Turlock Groundwater Basin Association Memorandum of Understanding*, whose term commenced November 15, 2001.

3.8. **No implied financial commitment:** The Post-SGMA MOU does not imply any financial commitment of the Parties above and beyond what is already stipulated in the existing TGBA MOU of 2001.

3.9. **No creation of joint powers:** The Post-SGMA MOU does not provide for the creation of an agency or entity which is separate from the Parties pursuant to Chapter 5 (commencing with §6500) of Division 7 of Title 1 of the Government Code, relating to the joint exercise of powers.

3.10. **Term:** The Parties have entered into this Post-SGMA MOU voluntarily.

This MOU may not be modified except by mutual consent of authorized officials from the Parties. This MOU shall become effective upon signature by the authorized officials from the Parties and will remain in effect until modified or terminated by any Party by mutual consent. In the absence of mutual agreement by the Parties, this MOU shall expire upon approval by DWR of the GSP developed pursuant to this MOU.

3.11. **Good faith efforts:** Each Party should use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives

of this MOU and the satisfactory performance of the terms and provisions contained herein.

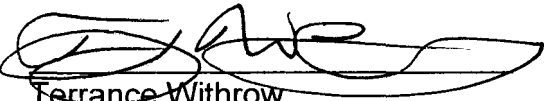
**COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed, each signatory hereto represents that he has been appropriately authorized to enter into this MOU on behalf of the Party for whom he/she signs.

**MEMORANDUM OF UNDERSTANDING SETTING FORTH  
CERTAIN ITEMS OF AGREEMENT AMONG THE TURLOCK  
GROUNDWATER BASIN ASSOCIATION FOLLOWING THE  
SUSTAINABLE GROUNDWATER MANAGEMENT ACT**

IN WITNESS WHEREOF, the parties have executed this MOU on October 20, 2015.

COUNTY OF STANISLAUS

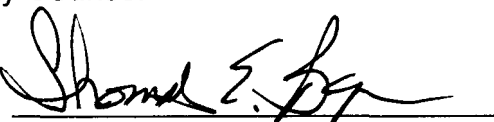
By:   
Ferrance Withrow  
Chair of the Board of Supervisors

“County”

ATTEST: Christine Ferraro Tallman  
Clerk of the Board of Supervisors or the  
County of Stanislaus, State of California

By: 

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By:   
Thomas Boze  
Assistant County Counsel

# THE EASTERN SAN JOAQUIN SUBBASIN SUSTAINABLE GROUNDWATER MANAGEMENT ACT WORKING GROUP CHARTER

*The Eastern San Joaquin Subbasin Sustainable Groundwater Management Act Work Group has been formed to advise the Eastern San Joaquin Groundwater Basin Authority on governance issues related to establishment and integration of Groundwater Sustainability Agencies and development of a subbasin-wide Sustainable Groundwater Management Plan.*

## Contents

A. Introduction	1
B. Mission & Deliverables	2
C. SGMA WG Focus	3
D. Importance	4
E. Organizational Structure	4-5
F. Roles & Responsibilities	5-6
G. Membership	6-7
H. Schedule	7
I. Decision Making	7-9
J. Protocol & Standing Group Rules	9-10
K. Amendments	10

## A. Introduction

On September 16, 2014, Governor Jerry Brown signed into law a three-bill legislative package, known as the Sustainable Groundwater Management Act of 2014 (SGMA). SGMA provides a framework for sustainable management of groundwater supplies by local authorities. It also requires the formation of local Groundwater Sustainability Agencies (GSAs). These agencies are responsible for assessing conditions in their local groundwater basins and adopting locally developed Groundwater Sustainability Plans (GSPs). The SGMA provides for a twenty-year timeframe for implementing plans and demonstrating long-term groundwater sustainability. The SGMA applies to all high- and medium-priority basins in the State of California, as designated by the Department of Water Resources (DWR). The "Final Basin Prioritization Results" published on June 10, 2014 on the California Statewide Groundwater Elevation Monitoring (CASGEM) website categorize the Eastern San Joaquin Subbasin as a high priority groundwater basin. The Cosumnes Subbasin, which includes the portion of San Joaquin County between the Mokelumne River and Dry Creek, is categorized as a medium priority basin.

According to DWR:

*For the first time in California history, the Sustainable Groundwater Management Act empowers local agencies to adopt groundwater management plans that are tailored to the resources and needs of their communities. Good groundwater management will provide a buffer against drought and climate change, and contribute to reliable water supplies regardless of weather patterns. California depends on groundwater for a major portion of its annual water supply, and sustainable groundwater management is essential to a reliable and resilient water system.*

The Sustainable Groundwater Management Act provides local GSAs with tools and authority to:

- Require registration of groundwater wells
- Measure and manage extractions
- Require reports and assess fees
- Request revisions of basin boundaries, including establishing new subbasins

Key implementation dates include:

- June 1, 2016: DWR to adopt regulations for evaluating adequacy of GSPs and GSA coordination agreements.
- June 30, 2017: Deadline to establish local Groundwater Sustainability Agencies (GSAs).
- After July 1, 2017: The State Water Resources Control Board (SWRCB) may designate basins as probationary where GSAs have not been formed. SWRCB may elect to impose State management on probationary basins.
- January 31, 2020: Deadline to adopt GSPs in medium- and high-priority basins in critical overdraft.
- After January 31, 2020: SWRCB may designate basin as probationary where GSPs have not been adopted in medium- and high-priority basins in critical overdraft.
- 20 years after GSP adoption: Achieve groundwater sustainability goals.

## B. Mission & Deliverables

The first task set out by the legislation is to form local Groundwater Sustainability Agencies (GSAs). To this end, the mission of the Eastern San Joaquin SGMA Working Group (SGMA WG) is to convene a process through which the GSA(s) for the ESJS are identified. In the case that multiple GSAs are identified within the subbasin, the SGMA WG will develop coordination agreements that satisfy DWR's pending regulations and identify a representative coordination body to integrate the multiple GSAs and effectuate the coordination agreements. Additionally, the SGMA WG may serve as the body that helps develop the ESJS Groundwater Sustainability Plan (GSP), whether this means a single GSP, or integration of multiple GSPs into the ESJS Plan.

The specific deliverables of the SGMA WG are:

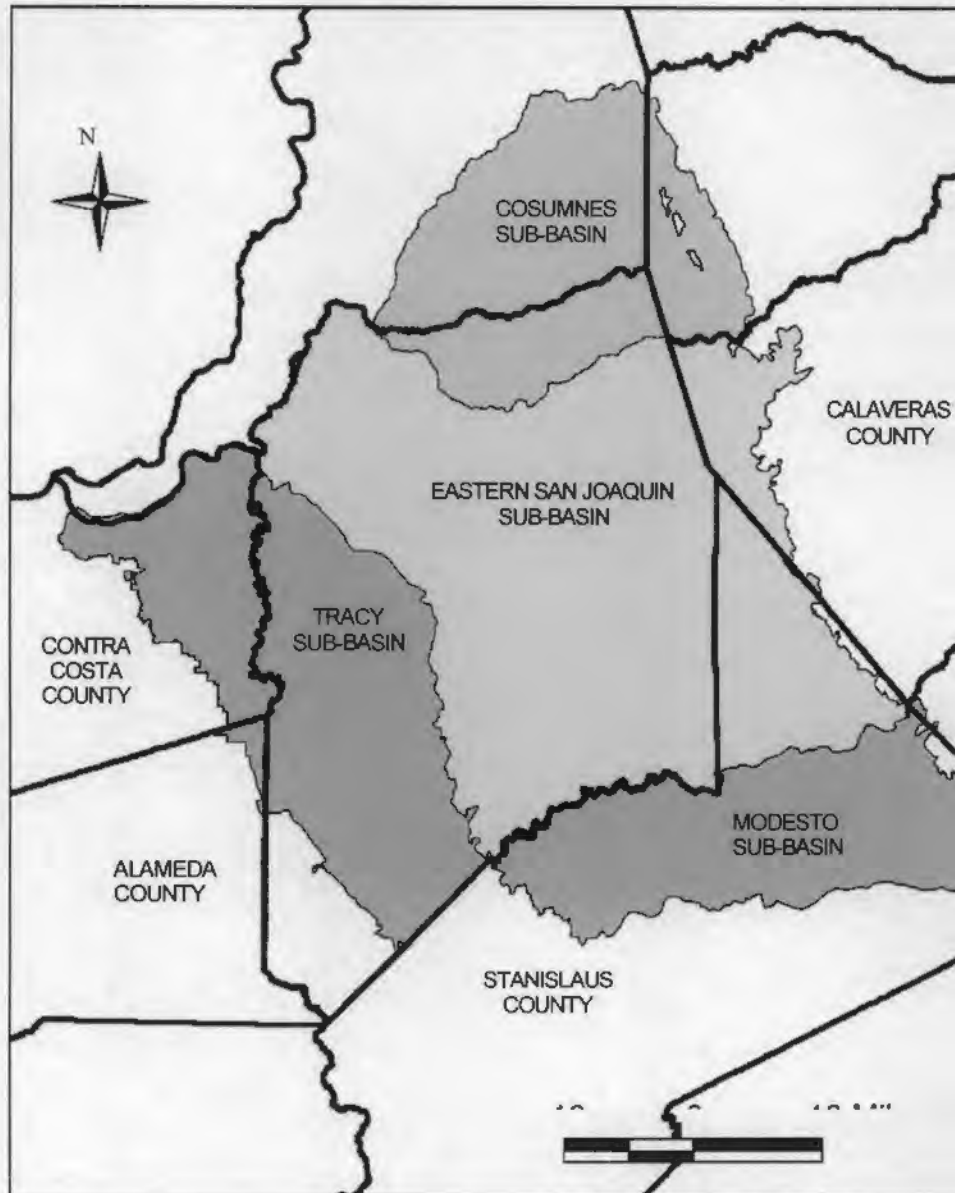
- Identification of GSA(s) within the ESJS
- Development of GSA coordination agreements
- Identification of ESJS representative coordination body
- Development of the ESJS GSP

## C. SGMA WG Focus

*Per Bulletin 118, the Eastern San Joaquin Subbasin is bounded on the south, southwest, and west by the Modesto, Delta-Mendota, and Tracy Subbasins, respectively and on the northwest and north by the Solano, South American, and Cosumnes Subbasins. The Solano and South American are subbasins of the Sacramento Valley Groundwater Basin. The Eastern San Joaquin Subbasin*



is drained by the San Joaquin River and several of its major tributaries namely, the Stanislaus, and Calaveras, and Mokelumne Rivers. The San Joaquin River flows northward into the Sacramento and San Joaquin Delta and discharges into the San Francisco Bay. Annual precipitation within the subbasin ranges from about 11 inches in the southwest to about 25 inches in the northeast.



Source: California Spatial Information Library at <http://www.gis.ca.gov/>

## D. Importance

Again, as stated in Bulletin 118, a hydrologic balance for a study area approximately matching the subbasin was prepared by Brown & Caldwell (SJCFC 1985). The balance consists of an inventory of inflow and outflow items for the period 1963 – 1982. Inflow estimates include:

*average annual infiltration from applied water and precipitation (593,356 af); average annual seepage from surface water (141,127 af); and average annual net subsurface inflow (3,586 af). Outflow estimates include: average annual municipal and industrial pumpage (47,493 af); and average annual agricultural pumpage (761,828 af). This balance shows that there has been a total net outflow from the system of about 1.5 million acre feet over the 20 year study period which represents an average annual outflow (or overdraft) of about 70,000 acre feet.*

*The (USBR 1996) estimated the 1990 annual groundwater extraction in San Joaquin County to be about 731,000 af/year, which exceeds the estimated safe yield of 618,000 af/year. This results in an estimated overdraft of 113,000 af/year. It is estimated that 70,000 af/year of overdraft occurs in northeastern San Joaquin County. <Note that the B&C estimate included the area north of the Mokelumne River and south of Dry Creek. It may have also included the Tracy area.>*

Although the ESJS continues to be designated by DWR as a critically overdrafted basin, those intimately involved in water within the region strongly believe that significant, if incremental, progress has been made. Over \$700 million have been expended on projects to address the overdraft. While some grant funds have been made available for these projects, funds have primarily been raised locally. This has put additional financial stress on residents, the agricultural community, and local businesses, particularly those in Disadvantaged Communities which compose roughly 59% of San Joaquin County, including, for example, areas in the cities of Lodi and Stockton. Past and current investment aside, the ESJS is faced with considerable groundwater challenges. Solutions to these challenges are necessary to protect and enhance the quality of life and economic future of its residents, agriculture, and businesses.

## **E. Organizational Structure**

The Eastern San Joaquin Groundwater Basin Authority (GBA) is a public agency which is created as a Joint Powers of Authority. On August 12, 2015 the GBA Board of Directors authorized the establishment of the SGMA Workgroup and an associated process for convening important discussions regarding the formation and coordination of GSAs as part of an implementation plan for SGMA compliance, which is one of the goals stated in the adopted GBA Joint Exercise Powers Agreement.

**SGMA Work Group:** The SGMA WG was established by the GBA Board of Directors and is the primary SGMA advisory committee to the GBA. The SGMA WG consists of representatives from each of the member-agencies to the GBA and representatives from other local agencies that qualify to become a GSA within the ESJS. Each member-agency of the GBA and each other local agency referenced above may appoint one member and up to two alternates to the SGMA WG. Members and alternates shall be designated in writing by the respective governing body of each appointing entity. The SGMA WG shall provide recommendations to the GBA Board, but shall have no authority to take action that binds the GBA in any way. All SGMA WG members and meetings must comply with the Brown Act.

**Subcommittees:** To advance its work, the SGMA WG may choose to create subcommittees to conduct specific tasks. The SGMA WG will craft a clear charge and scope of work for any subcommittee. Subcommittee meetings will be open to the public and their materials will be available to the public. As in the SGMA WG, these subcommittees will seek consensus in their recommendations and work product. In addition to regular progress updates, any materials developed in subcommittees will be brought back to the SGMA WG for discussion, refinement as necessary, and recommendation to the GBA board, as appropriate.

## **F. Roles and Responsibilities**

Specific roles and responsibilities are defined as follows:

**GBA Board of Directors (Board):** is composed of representative member-agencies to the GBA in accordance with the JPA. The Board is the decision-making body of the GBA and the recipient of all recommendations of the SGMA WG. The GBA also is the DWR recognized IRWM Region.

**SGMA WG Members:** are stakeholders who are officially designated by their organization (representing a local agency as described in Section E) and agree to (1) actively participate in the work of the SGMA WG; (2) advise the GBA Board on how issues might best be addressed and processes improved; (3) contribute expertise, data and information to clarify discussions, eliminate false assumptions, and advance innovation; (4) serve as the liaison to communicate information to and from their agencies and constituencies; (5) participate in an open and honest forum; and (6) act in a manner that will enhance trust among all partners and interested stakeholders. Members are responsible for reviewing material in advance and being prepared to engage in substantive discussions during meetings. Members should attempt to attend every meeting to ensure continuity in discussions and decisions, and to ensure efficient workflow.

**Staff:** The GBA staff serves as the programmatic staff of the SGMA WG and is responsible for executing the SGMA WG Charter and for ensuring that all relevant perspectives related to the deliverables are discussed and captured in written documents. Staff are responsible for overall project management and coordinating with technical support. Staff are also responsible for ensuring that meeting materials are distributed in advance of meetings and for all routine communication with SGMA WG members. Additional responsibilities include reporting to the GBA Board on SGMA WG activities and carrying out any directives issued by the Board. Staff also oversees the financial support for the SGMA WG and provides offline support for activities related to Board and SGMA WG efforts.

**Technical Support:** will be provided by resource experts who function as technical advisors to the GBA Board during ongoing discussions of the SGMA WG and any subcommittees, as needed. Technical advisors participate in meetings to serve as an important resource to the SGMA WG on complex technical questions and issues.

**The Facilitator:** provides impartial leadership to the dialogue process and meeting management. The facilitator is content neutral and will advocate for a fair, effective, and credible process – not a particular outcome. The facilitator will help the SGMA WG stay within scope and follow the terms of the charter. Specific SGMA WG duties include: (1) helping to formulate meeting

objectives and agendas; (2) overseeing the preparation of meeting notes, including points of agreement and disagreement; (3) serving as a confidant for members who wish to express concerns privately, whether about the substance of discussions or the dialogue process, and (4) providing strategic advice on accomplishing goals and milestones.

If a member has a concern about the neutrality or performance of the facilitator, s/he should first speak with the facilitator. If the concern is unresolved, the member should discuss it with staff.

Associate Members: are interested parties who are not officially designated by a local public agency (as described in Section E). An associate member may participate in SGMA WG discussions, but will be a non-voting member. It is expected that an associate member have an ongoing commitment to the purpose and work of the SGMA WG.

Liaisons: provide a means of communication between an agency/organization and the SGMA WG. A liaison is a non-voting member of the SGMA WG.

Subcommittee Members: The SGMA WG may agree to the formation of a subcommittee to address specific topics. Subcommittee members' work will be bound by specific timeframes and specific questions to be considered.

Interested Stakeholders: The SGMA WG welcomes comments and concerns from interested stakeholders during meetings (time restrictions may apply) and in writing or electronically.

## G. Membership

In keeping with the goals of collaboration and transparent processes, the SGMA WG welcomes interested stakeholders to regular SGMA WG meetings. These may include, but are not limited to, representatives of the following interests:

- Air Quality
- Agriculture
- Community Vitality and Local Economic Development
- Cultural Resources
- Disadvantaged Communities
- Environmental Groups
- Fire Safety and Community Protection
- Local, State Federal, and Tribal Governments
- Industry
- Water Quality and Quantity
- Youth Education and Training

**Members:** To become a member of the SGMA WG, an organization representing a local public agency as described in Section E must complete a membership form designating an official member and alternate/s. Members, and the organizations they represent, must formally commit to uphold the guidelines of the charter. It is also expected members/alternates will act as a conduit of information between the SGMA WG and the organization the member represents.

**New Members:** Membership can be extended to additional agencies based upon a recommendation of the SGMA WG that is approved by the GBA Board.

**Attendance Requirements:** Members are strongly encouraged to attend all SGMA WG meetings. The success of the SGMA WG hinges on active and well-informed participation by all members.

**Alternates:** Regular attendance will be essential to the continuity of the group. When unable to attend, the member should send an alternate. The alternate is expected to act on behalf of the member. The member and alternate must remain fully briefed and be able to work without causing the group to revisit items previously considered.

**Associate Members:** An interested party who does not officially represent a local public agency, as described in Section E, may request to become an associate member. Associate members do not have decision-making powers within the context of the SGMA WG. However, input from associate members is valuable to decisions made by the SGMA WG.

**External Liaison:** An external liaison is an individual who represents a governmental agency that does not have formal membership in the SGMA WG, but serves in an advisory capacity.

**Interested Stakeholders:** Any individual who has an interest in or can be affected by the recommendations of the SGMA WG is considered an interested stakeholder and is encouraged to attend SGMA WG meetings. Interested stakeholders may offer comments to address specific agenda items and/or during the public comment period.

## H. Schedule

#

The SGMA WG is expected to meet monthly, or more frequently as necessary to accomplish the group's mission and assigned tasks. Meetings will be held on the second Wednesday of the month. If additional meetings are determined necessary, a meeting will be held on the fourth Wednesday of the month.

Depending on need, one or more subcommittees (see Section F, Roles and Responsibilities) may be formed. Subcommittee meetings will be scheduled as required.

## I. Decision-Making

### 1. Consensus is the Fundamental Principle:

The SGMA WG is an advisory group to the GBA Board of Directors and, as such, decisions made by the SGMA WG will be forwarded as recommendations to the board. In working with the SGMA WG, the facilitator and staff will use a consensus-seeking approach and work diligently to find common ground on issues. The group will strive for consensus in its work. In reaching consensus, some SGMA WG members may strongly endorse a particular proposal, meaning they fully support the proposal. When strong endorsement of a proposal is not possible, consensus may still be reached by a member or a subgroup of members choosing one or more of the following actions:

- Accepting it as just "workable," meaning it is not perfect but contains good elements;
- "Living with it," meaning they do not see the need for it, but will accept the proposal;
- "Standing aside" by verbally noting a disagreement, yet allowing the group to reach consensus without them if the decision does not affect them or compromise their interests; or
- "Conditionally endorsing" a proposal meaning they support it but need to bring it to their governing body for formal approval.

Any of these actions still constitutes consensus. A member may "oppose" a proposal which results in no consensus.

## **2. Voting Process:**

If consensus is not reached, the SGMA WG automatically moves to a voting structure. Absent consensus, the necessary vote to take action on an item by the SGMA WG is 2/3 or more of a quorum of the total number of SGMA WG members. Those SGMA WG members who could not "stand aside" will be asked to indicate whether they believe, in good faith, there is sufficient potential for compromise to recommend referral to a subcommittee for continued discussion with the hope of developing a consensus position to be brought back to the SGMA WG for consideration.

SGMA WG members will, if necessary, determine through a roll call vote whether there is a minimum of 2/3 of a quorum of the total number of SGMA WG members present who wish to send the proposal to a subcommittee for further consideration. If the vote indicates the SGMA WG does not believe the potential exists to develop a modified proposal, members will use the voting threshold of 2/3 to determine the fate of the proposal "on the table."

If a proposal is referred to a subcommittee, the subcommittee will diligently strive to develop an acceptable proposal to present to the SGMA WG at the next scheduled meeting. If the subcommittee cannot come to consensus on a modified proposal, the SGMA WG will vote on the original proposal utilizing the 2/3 threshold. If the subcommittee recommends a modified proposal, the SGMA WG will attempt to come to consensus on the subcommittee's recommendation. If the SGMA WG cannot come to consensus on the modified proposal the SGMA WG will vote on the subcommittee's recommendation utilizing the 2/3 threshold. The SGMA WG may also vote on the original proposal, or any other modification to that proposal, utilizing the 2/3 threshold.

If there is no vote of 2/3 or more for any action proposed, then the item is considered to not have been passed by the SGMA WG.

In the case that a person is the designated representative for more than one member entity, said person will state which of the entities he/she is representing for purposes of the vote. The other entity (or entities) will not be represented in the vote unless there is a designated alternate representative present for the voting process.

All decisions, agreements, recommendations, and reservations will be documented in the meeting summaries, which are part of the public record.

Timeframe: In making decisions, the SGMA WG will abide by timelines that reflect the milestones approved by the GBA Board. If the SGMA WG determines a longer timeframe is needed than set by the Board, the SGMA WG may ask staff or the facilitator to request that the board extend the timeline. However, the board is under no obligation to agree to the request.

## J. Protocols & Standing Group Rules

### Process Agreements

- **Members agree to act in good faith in all aspects of this process and to communicate their interests.** Members agree to make a concerted effort to provide requested information to other members or to explain the reason why not. Tentative or sensitive information will be treated appropriately.
- **Members agree to address the issues and concerns of the participants.** All members have a stake in the issue at hand. Members agree to validate the issues and concerns of other parties, and work to develop agreements that include all the issues under consideration. Disagreements will be viewed as problems to be solved, rather than battles to be won.
- **Members agree to only make commitments they intend to keep.**
- **Parties will express concerns and support in discussions of the SGMA WG that are consistent with concerns and support they express in other forums, including in sessions with the press.**
- **Outside of SGMA WG meetings, people will represent comments made in these meetings as organizational or general group comments. Personal references should be avoided.**
- **Meeting notes will be prepared with a focus on key points, ideas, and action items rather than as transcripts.** Unless very specific to understanding the content, references will generally be made to the content rather than the members. Meeting notes will be circulated within the week prior to the next meeting. Meeting notes will be made publicly available after approval by the SGMA WG.

### Meeting Groundrules

- **Electronic courtesy.** Most of the participants have demanding responsibilities outside of the meeting room. However, your full attention is requested during meetings. Please turn cell phones, or any other communication item with an on/off switch, to “silent.” If you must respond to a communication, please do so outside the meeting room.
- **Stay focused on the charge and deliverables.** There are many related topics that people care about. The SGMA WG cannot address all of these. The facilitator will help the group stay focused on the deliverables.
- **Sit at the table only if you are the member representing an agency/organization.** Balancing participation and identifying individuals representing member agencies/organizations is easier when only one person per agency/organization is seated at the table. The person can be the “member” *or* the “alternate.”
- **Raise your hand if you wish to speak.** Raising your hand helps the facilitator manage the queue.

- **Use common conversational courtesy.** Don't interrupt others. Use appropriate language. Avoid third party discussions.
- **Treat each other with respect.** People are passionate about these issues and in many cases have invested their careers in this work. People offer their time, expertise, insight, and resources in these discussions. Please respect the work people do to advance the conversation and create common ground.
- **All ideas and points have value.** You may hear something you do not agree with. You are not required to defend or promote your perspective, but you are asked to share it. All ideas have value in this setting. If you believe another approach is better, offer it as a constructive alternative.
- **Avoid editorials.** Please avoid ascribing motives to or judging the actions of others. Please speak about your experiences, concerns, and suggestions.
- **Honor time.** In order to achieve meeting objectives it will be important to follow the time guidelines provided by the facilitator.
- **Beware of the 3 C's Disease.** Do not criticize, complain, or condemn.
- **Be comfortable.** Please help yourself to refreshments or take personal breaks.
- **Humor is welcome** and important, but humor should never be at someone else's expense.

## K. Amendments

The SGMA WG may develop and recommend amendments to the charter. The charter will be reviewed every two years to assure continued relevancy and commitment of members.



## ESJS SGMA Work Group Member ID Form

Each agency participating in the Eastern San Joaquin Subbasin (ESJS) Sustainable Groundwater Management Act Work Group (SGMA WG) is required to complete this form which designates the authorized representatives on behalf of their agency. The primary person named will be referred to as the "member" and will be expected to actively participate in the meetings and associated activities of the SGMA WG. It is each member's responsibility to confirm he/she has permission to represent the named agency and is willing to serve as its liaison, communicating information to and from the agency.

Continuity of participation is very important. However, it is understood there may be occasions when a member's attendance is not possible. Please name at least one "alternate" to whom your agency gives permission to act on your behalf. It is the responsibility of the member and the alternate/s to remain fully briefed so as not to cause the SGMA WG to revisit items previously considered. It is the member's responsibility to forward relevant materials and other information to the alternate/s. If there is a change in the designated member or alternate/s a new form must be submitted. Only the member or alternate/s indicated on this form are entitled to participate at the SGMA WG "table" and to vote on an action item on behalf of their agency.

Please print.

Signing Agency:

Stanislaus County Board of Supervisors

Member Name: Walter Ward

Email: wward@envres.org

Work Phone: (209) 525-6710 Mobile:

Alternate's Name: Terry Withrow

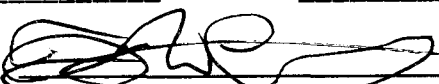
Email: withrowt@stancounty.com

Work Phone: (209) 525-6560 Mobile:

Additional Alternate's Name: Ø

Email: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

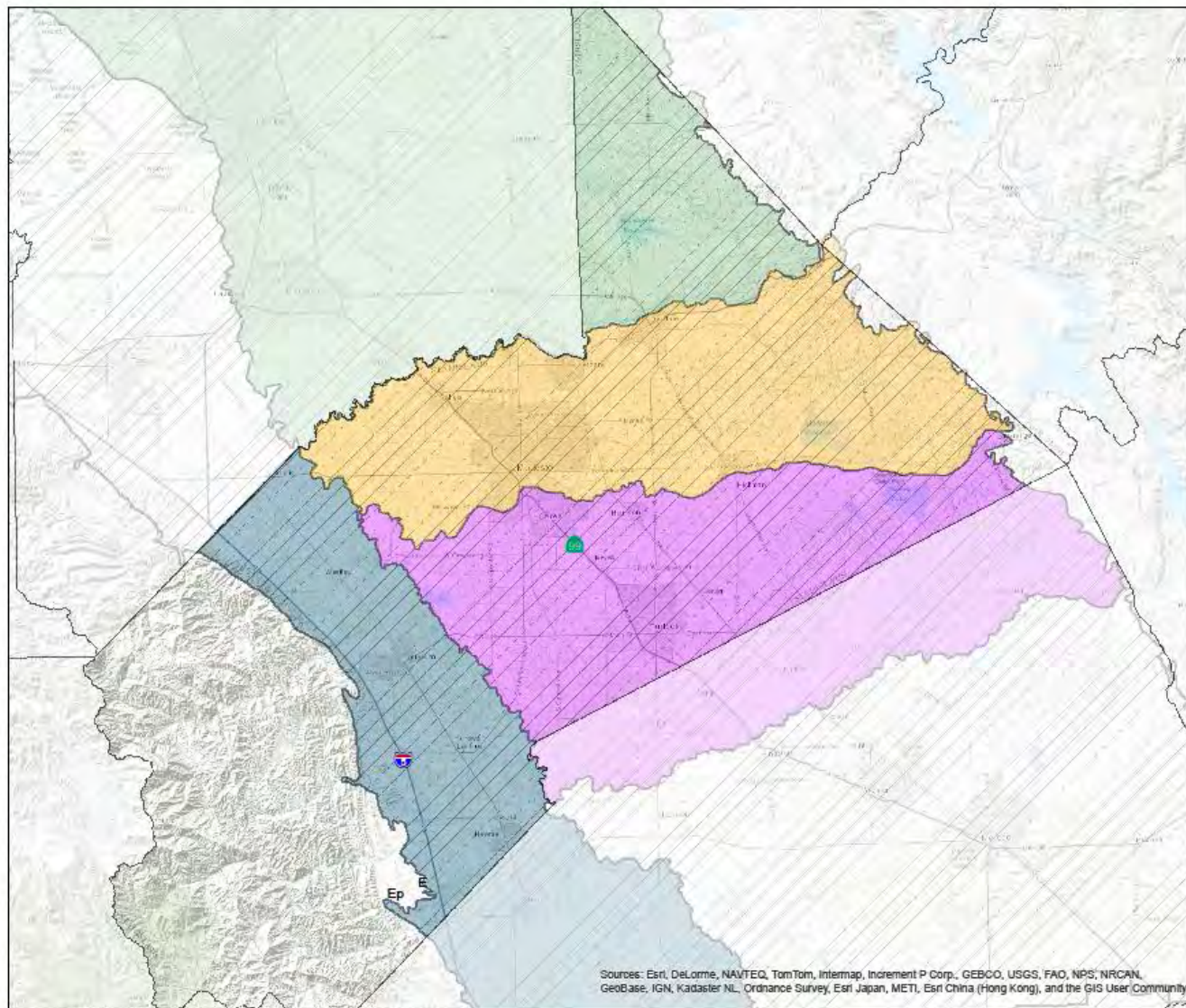
Authorizing Agency's Signature:  Date: 10/21/15

**Update on Groundwater**  
**Management Activities within**  
**Stanislaus County and Other**  
**Water Resources Related**  
**Matters**

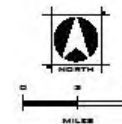
**October 20, 2015**

# Topics

1. Sustainable Groundwater Management Act (SGMA)
2. Water Well Facilities Mapping and Database Management System
3. Groundwater Ordinance Implementation



**GROUNDWATER BASIN AND SUBBASIN MAP**  
 STANISLAUS COUNTY, CALIFORNIA  
 APRIL 2014



**Groundwater Basin**

San Joaquin Valley

**Subbasin**

Eastern San Joaquin

Modesto

Turlock

Delta-Mendota

**County**

Stanislaus County

Sources: California Department of Water Resources

Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, Increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), and the GIS User Community

File Path: E:\Groundwater\GIS\Tasks\Stanislaus\_County\_GW Subbasin Map\_20140425\_.mxd

FIGURE

# SGMA

- Stanislaus & Tuolumne Rivers Groundwater Basin
  - MOU Renewal and Amendment
    - Term extension
    - New agency member (City of Waterford)
    - SGMA Compliance
- Turlock Basin Groundwater Association
  - Post-SGMA MOU
    - Existing MOU remains in force
    - SGMA Compliance

# SGMA

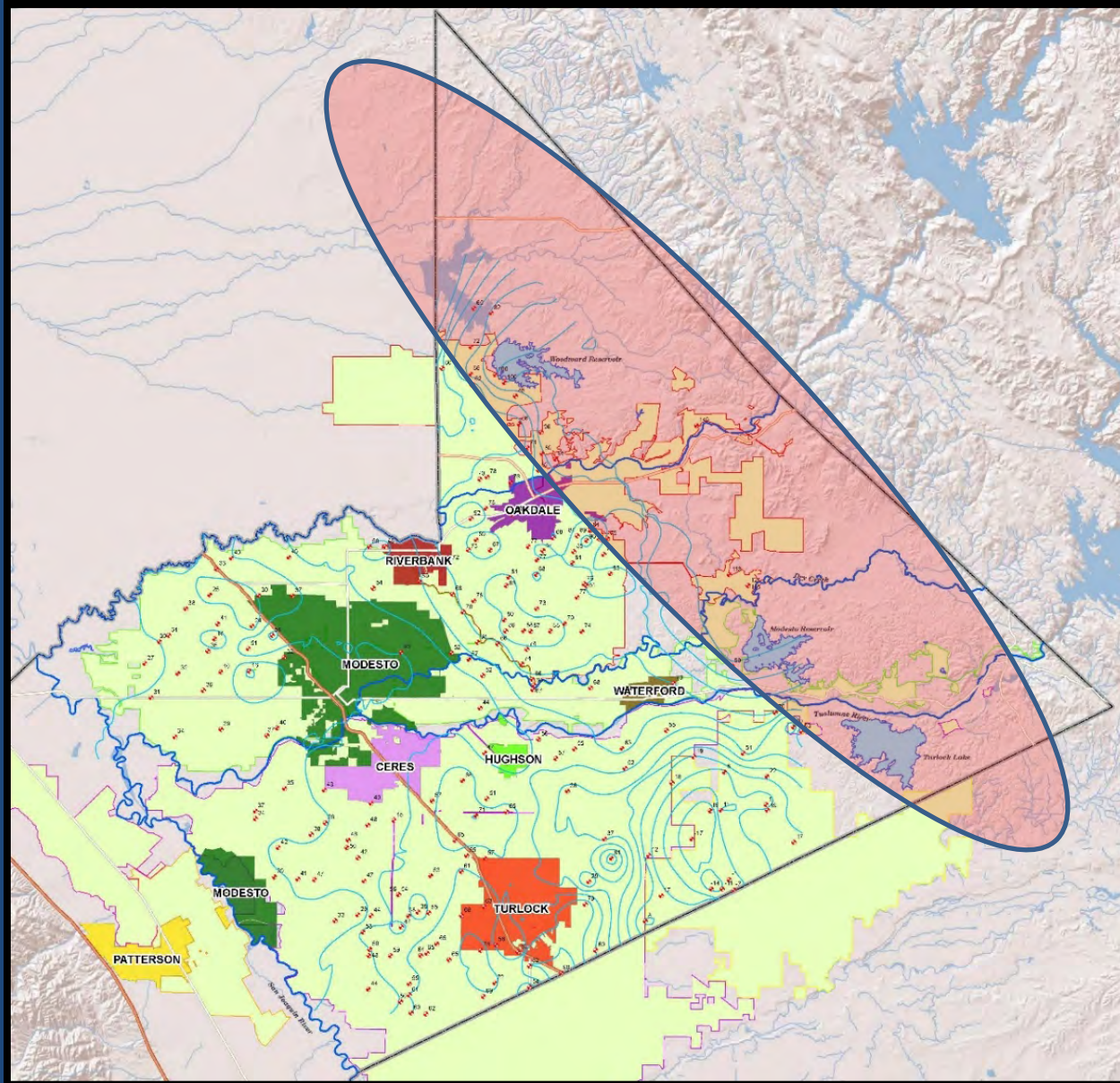
- Eastern San Joaquin Groundwater Basin Authority
  - Facilitated Process
    - Charter: ESJ SGMA Work Group
    - Next 18 months
    - Member/Alternate Member ID forms
- Delta-Mendota Subbasin
  - Process discussions continue (multiple GSA's)
- Regional Groundwater Coordinating Committee
  - Status Update (next meeting January 2016)
  - Communication/Coordination forum
  - Timing Question (post-GSA formation)

# Groundwater Resources Data Collection and Storage

- Supports long-term groundwater resources planning and SGMA
- Database Framework Completed
  - Well Location, Well Construction, Water Level, Well Capacity included
    - Water Level & Extraction Data to be collect 2x year (Fall and Spring)
    - Compatible with County GIS mapping software
- Database “Handoff” and staff training is next

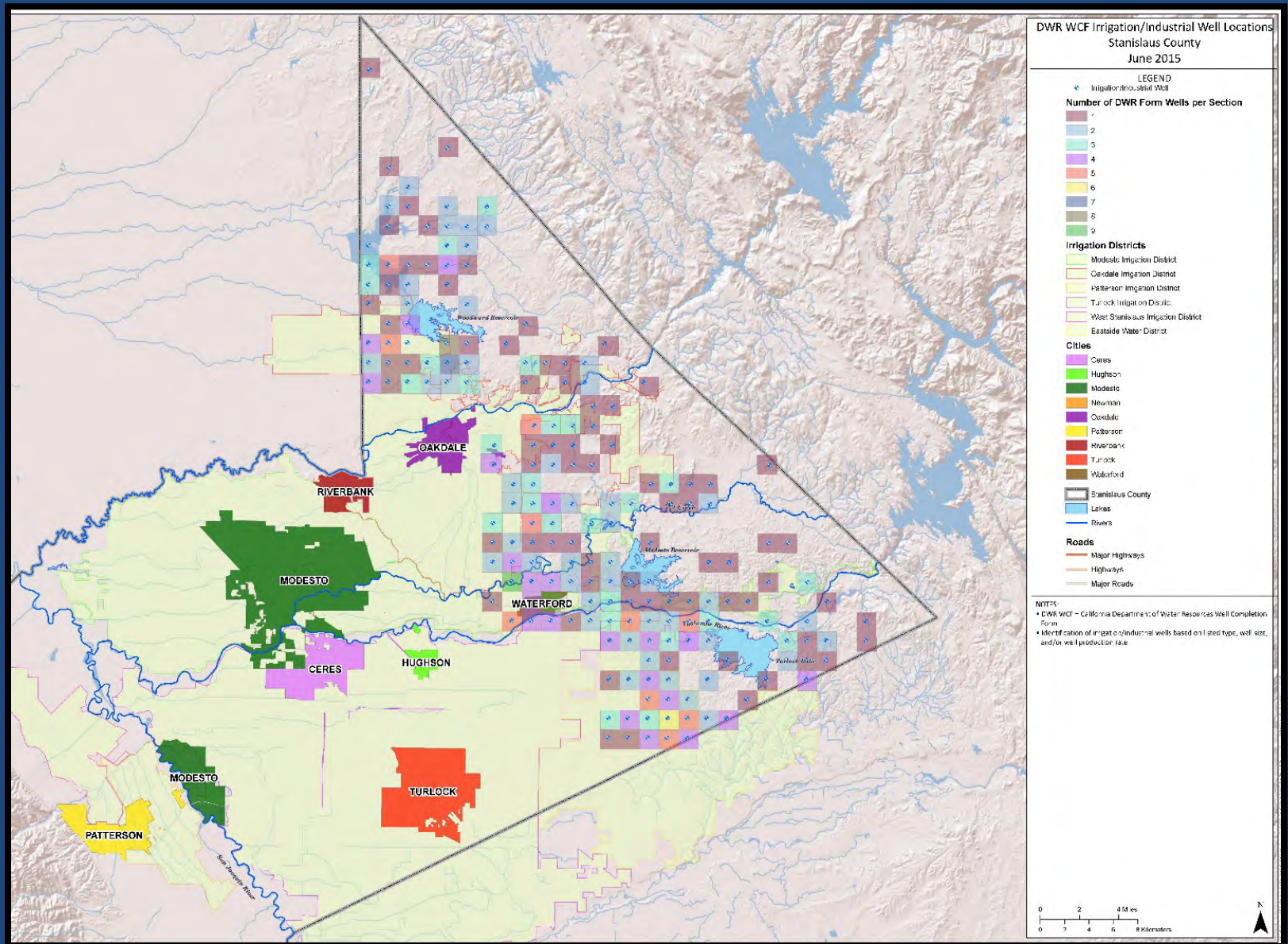


# Area of Limited Data



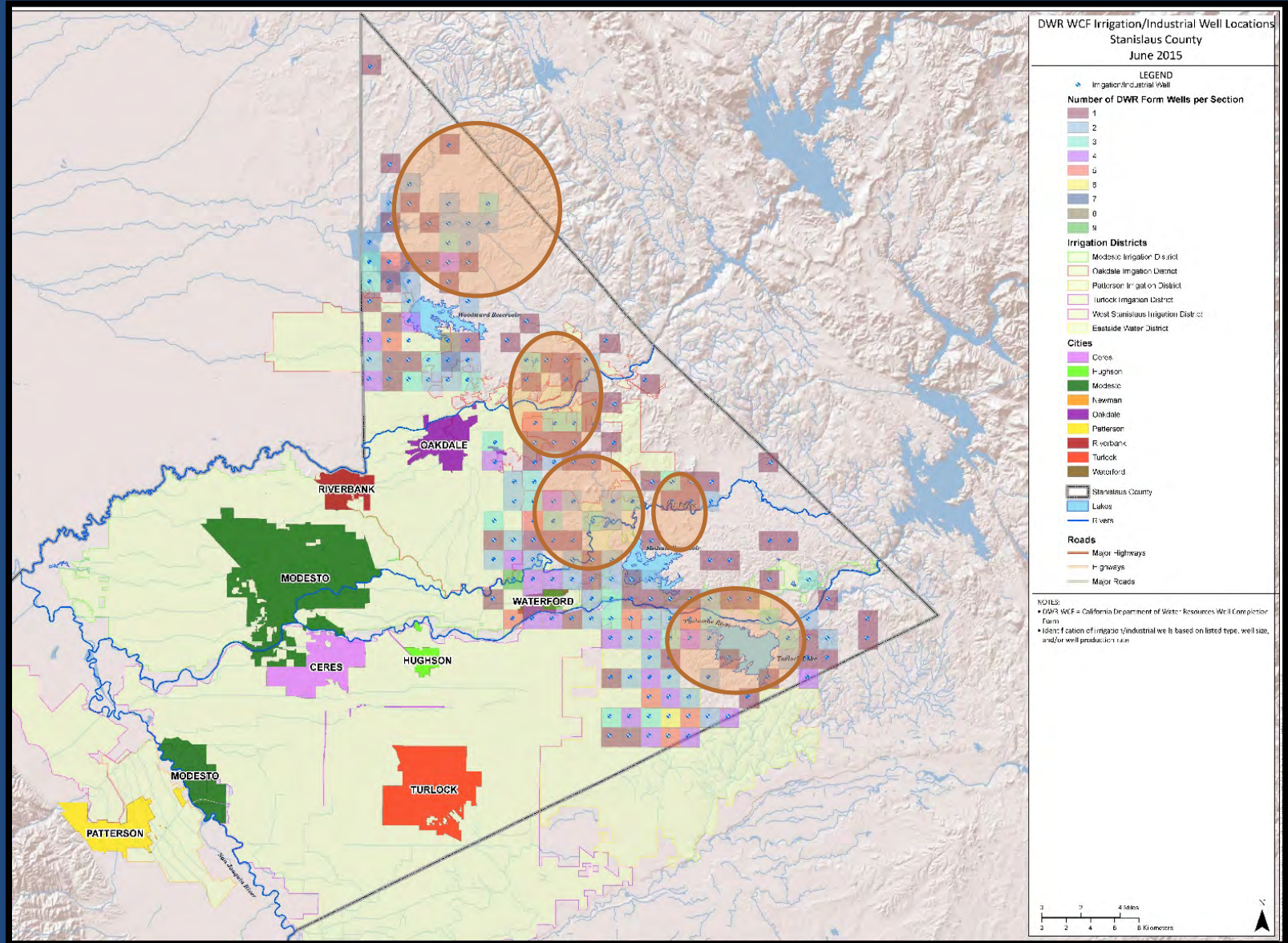


# Filling in the Gap





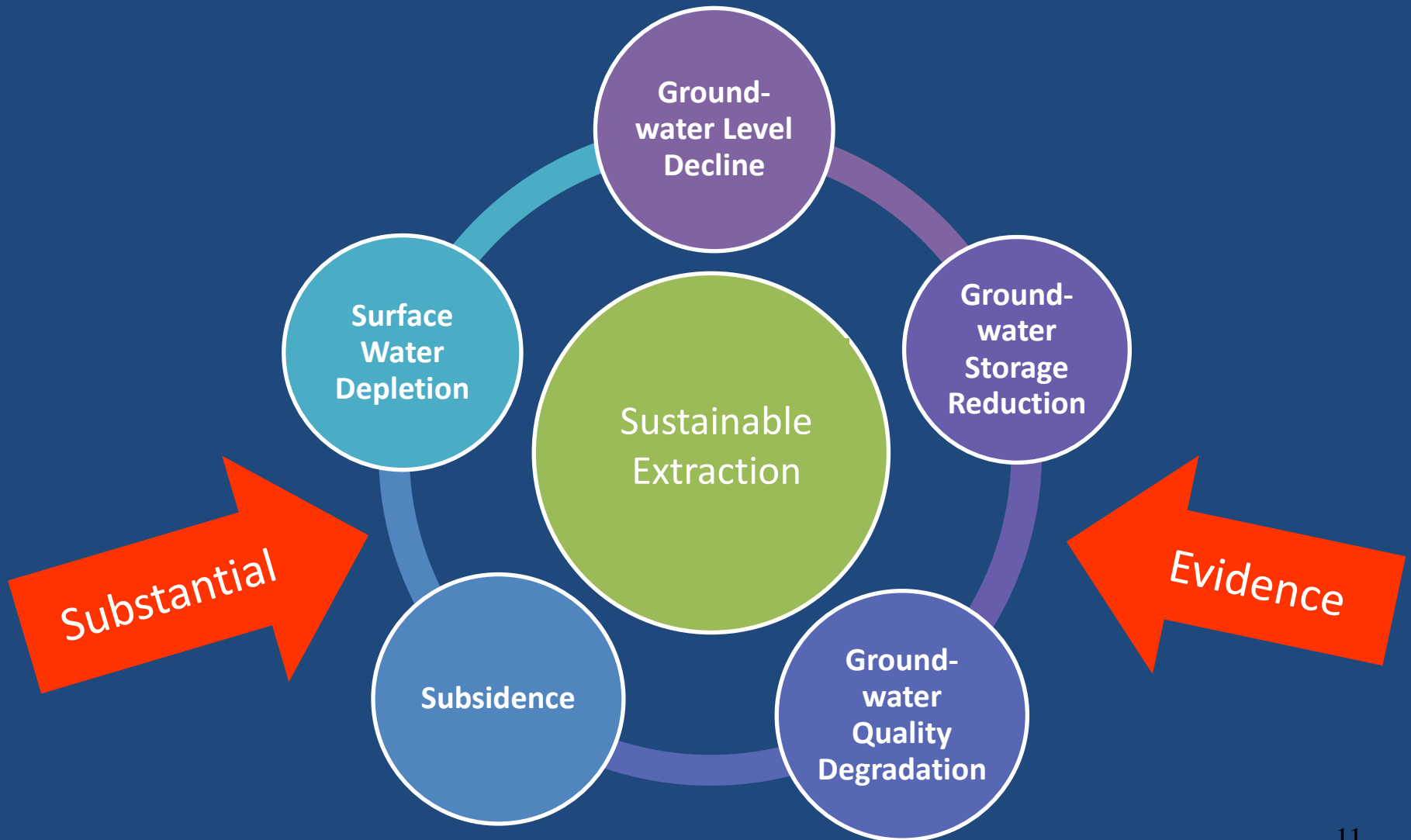
# Potential private party wells



# Groundwater Ordinance Water Well Permitting Program

- Comply with County Groundwater Ordinance for non-exempt wells
- Comply with California Environmental Quality Act (CEQA)
- Forward-looking to SGMA
- Protective but not unduly burdensome
- Defensible, objective and well documented

# Ordinance Requirements



# Groundwater Ordinance Permitting Program

- Permit Application Package
- <http://www.stancounty.com/er/pdf/groundwater/application-packet.pdf>

# Dry Domestic Well Programs

- Financial Assistance
  - Long-term, low-interest loan (7 years @ 1%)
  - Six loans (\$101,690 total)
    - \$16,950 average (\$20,000 cap)
    - \$298,310 balance
      - \$200,000 budget augmentation
- Temporary Water Assistance
  - 80 reported dry wells (know there are more)
  - 56 applications to-date
  - 36 water tanks installed
    - Total 42 receiving water











# Next Steps

- Groundwater Ordinance implementation
- Groundwater Data Collection
  - Centralized Database
    - Well Mapping/Water Levels/Extraction Volume
    - Coordinate and integrate inter-basin groundwater data to assist Groundwater Sustainability Planning
- Compliance with SGMA
  - Groundwater Sustainability Agency formation
  - Groundwater Sustainability Plans development

# Staff Recommendations

- Accept the update on groundwater management activities in Stanislaus County and other water resources related matters.
- Authorize the Chairman of the Board to sign the amended Memorandum of Understanding regarding the Stanislaus and Tuolumne Rivers Groundwater Basin Association.

# Staff Recommendations

- Authorize the Chairman of the Board to sign the Memorandum of Understanding with the Turlock Groundwater Basin Association pertaining to elements of the Sustainable Groundwater Management Act (SGMA).
- Authorize staff to complete and submit the necessary paperwork to become a formal member of the East San Joaquin SGMA Workgroup and to designate Walter Ward, Water Resource Manager, as the member representative and Supervisor Terrance Withrow as the alternate member representative.

**QUESTIONS**

**&**

**DISCUSSION**