

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

DEPT: Environmental Resources

BOARD AGENDA #: 9:15 a.m.

AGENDA DATE: February 14, 2017

**SUBJECT:**

Public Hearing to Consider Adoption of the Memorandum of Understanding Forming the Northwestern Delta-Mendota Groundwater Sustainability Agency

**BOARD ACTION AS FOLLOWS:**

No. 2017-71

On motion of Supervisor Withrow, Seconded by Supervisor Olsen  
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None


1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST:   
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No. GSA-3-1

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Environmental Resources  
Urgent  Routine

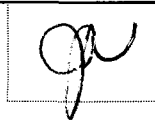
BOARD AGENDA #: 9:15 a.m.

AGENDA DATE: February 14, 2017

CEO CONCURRENCE:



4/5 Vote Required: Yes  No



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**SUBJECT:**

Public Hearing to Consider Adoption of the Memorandum of Understanding Forming the Northwestern Delta-Mendota Groundwater Sustainability Agency

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**STAFF RECOMMENDATIONS:**

1. Conduct a Public Hearing to consider adoption of the Memorandum of Understanding forming the Northwestern Delta-Mendota Groundwater Sustainability Agency.
2. Approve and adopt via Resolution the Memorandum of Understanding forming the Northwestern Delta-Mendota Groundwater Sustainability Agency.
3. Authorize the Chairman of the Board of Supervisors to sign and execute the Memorandum of Understanding forming the Northwestern Delta-Mendota Groundwater Sustainability Agency.
4. Direct staff to file any and all such paperwork and maps with the Department of Water Resources as required by State law pertaining to Groundwater Sustainability Agency formation.

**DISCUSSION:**

In September of 2014, Governor Edmund G. Brown signed into law the Sustainable Groundwater Management Act of 2014 (SGMA), which changed the landscape of groundwater management in California. SGMA is a comprehensive package of legislation that sets the framework for statewide sustainable groundwater management and declares that such authority be given to local public agencies that have either water supply or land use authority, or both. SGMA requires, among other items, the formation of a Groundwater Sustainability Agency (GSA) and the preparation of Groundwater Sustainability Plans (GSPs) with a focus on long-term groundwater sustainability.

Formation of a GSA must occur no later than June 30, 2017. The Delta-Mendota Subbasin (ESJ Subbasin) has been listed by the Department of Water Resources (DWR) as a "critically overdrafted" basin since 2015 due to concerns regarding land subsidence. Pursuant to SGMA, groundwater basins in this category of overdraft are required to develop and adopt

## Public Hearing to Consider Adoption of the Memorandum of Understanding Forming the Northwestern Delta-Mendota Groundwater Sustainability Agency

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GSPs by January 2020, as opposed to January 2022, which is the requirement for other groundwater basins not so designated.

Stanislaus County has a long-standing history of working with local groundwater management agencies, such as the groundwater associations that have been in place for more than 20 years in the Turlock and Modesto subbasins, for example. However, this has not been the case for all areas of the County, particularly that area of the County that lies west of the San Joaquin River. SGMA mandates that all areas of any particular groundwater subbasin must have full coverage by one or more GSAs. That is, the westside of the County cannot be overlooked without jeopardizing the County's compliance with SGMA. Towards that end, over the last two years, County staff have actively participated in seeking partnerships to provide GSA coverage for this part of the Delta-Mendota Subbasin. Because there is no existing governance structure in place from which the County could build upon, a GSA for this part of the basin represents the creation of a new "entity" that will then coordinate the long-term groundwater management activities (GSP implementation) within the basin with the other GSAs that have been created in other parts of the basin.

SGMA empowers GSAs and local agencies to use a number of new management tools to achieve "sustainability" in the affected groundwater basins, including authorities required in order to manage groundwater in a sustainable manner. GSAs are the local agencies responsible for the development and implementation of the GSPs, ultimately aimed at ensuring groundwater sustainability over a 50 year planning horizon. As stated earlier, the deadline for developing a GSP in the ESJ Subbasin is January 31, 2020.

SGMA requires that formal procedures be followed in order to become a GSA. First, each of the local agencies electing to be a GSA must hold a noticed Public Hearing to receive public comment on the local agency's decision to become the GSA for the Basin. The public agencies that will be members of the Northwestern Delta-Mendota GSA at this time are:

Merced County  
Stanislaus County

The proposed Memorandum of Understanding (MOU) includes a provision that allows for the inclusion of other public agency members to join the GSA in the future. At the conclusion of this Public Hearing, it is anticipated that the governing body for each local public agency will authorize the execution of the attached GSA MOU and adopt the attached resolution forming the Northwestern Delta-Mendota Groundwater Sustainability Agency for that specific part of the greater Delta-Mendota Groundwater Subbasin.

In order to be recognized by the State as a GSA, a filing deadline of June 30, 2017 must be met. The attached MOU, when executed and such notice of determination is timely filed with the California Department of Water Resources, will ensure that all deadlines and obligations under SGMA are met.

## Public Hearing to Consider Adoption of the Memorandum of Understanding Forming the Northwestern Delta-Mendota Groundwater Sustainability Agency

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It is recognized that the governance structure for the Northwestern Delta-Mendota GSA will likely transition into a more formal structure, such as a Joint Powers Authority, in the future for the purposes of GSP develop and implementation. Any such proposed action would be brought before the Board of Supervisors for their consideration of approval at the appropriate time.

### **POLICY ISSUE:**

This proposed action is in compliance with State legislation known as the “Sustainable Groundwater Management Act” which mandates that the formation of such described Groundwater Sustainability Agency’s be created by June 30, 2017. Failure to create a GSA would result in the groundwater resources of the basin being subject to regulation by the State of California.

### **FISCAL IMPACT:**

There is no fiscal impact related to the creation of the Northwestern Delta-Mendota Groundwater Sustainability Agency. The GSA members will be working with other GSAs within the Delta Mendota Groundwater Subbasin towards the development and implementation of a single, integrated GSP for the entire basin. Funding for such work will need to come from the member agencies as agreed upon and described in the MOU or other such funding agreements. At this time, staff is working to obtain the estimated cost to Stanislaus County so that the funding mechanism can be identified and addressed at a future budget cycle.

### **BOARD OF SUPERVISORS’ PRIORITY:**

Approval of this agenda item is consistent with the Board’s priorities of a Safe Community, a Healthy Community, a Strong Local Economy, Effective Partnerships, and a Well Planned Infrastructure System by ensuring a coordinated approach towards regional groundwater resources management.

### **STAFFING IMPACT:**

Existing staff will continue to oversee the work associated with this item.

### **CONTACT PERSON:**

Jami Aggers, Director, Department of Environmental Resources	Telephone: 209-525-6770
Walter Ward, Water Resources Manager	Telephone: 209-525-6710

### **ATTACHMENT(S):**

1. Memorandum of Understanding (MOU) forming the Northwestern Delta Mendota Groundwater Sustainability Agency
2. Board Resolution

# ATTACHMENT 1



DEPARTMENT OF ENVIRONMENTAL RESOURCES  
3800 Cornucopia Way, Suite C,  
Modesto, CA 95358-9492  
Phone: (209) 525-6700  
Fax: (209) 525-6774

**MEMORANDUM OF UNDERSTANDING  
FOR IMPLEMENTATION OF THE  
SUSTAINABLE GROUNDWATER MANAGEMENT ACT  
IN THE DELTA-MENDOTA GROUNDWATER SUBBASIN  
BY SUPPORTING FORMATION OF THE  
NORTHWESTERN DELTA-MENDOTA GROUNDWATER SUSTAINABILITY  
AGENCY**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") between the County of Stanislaus ("Stanislaus") and the County of Merced ("Merced"), each of which is referred to as a "Party" and collectively "Parties," is made and effective as of the last date on which all of the Parties listed below have executed this MOU.

**RECITALS**

WHEREAS, on September 16, 2014 Governor Jerry Brown signed into the law Senate Bills 1168 and 1319 and Assembly Bill 1319, known collectively as the Sustainable Groundwater Management Act, referred to in this MOU as the "Act,"; and

WHEREAS, the Act went into effect on January 1, 2015; and

WHEREAS, pursuant to the Act, certain local agencies and parties to a memorandum of understanding or other legal agreement may become groundwater sustainability agencies ("GSA") and adopt groundwater sustainability plans ("GSP") in order to manage and regulate groundwater in underlying groundwater basins or subbasins, as identified and defined in California Department of Water Resources Bulletin 118; and

WHEREAS, each of Parties to this MOU are local agencies with either water supply, water management, or land use responsibilities within the Delta-Mendota Subbasin, DWR Basin number 5-22.07, and are qualified to become a GSA and adopt a GSP under the Act; and

WHEREAS, the Parties wish to establish an agreement and framework for cooperative efforts relative to formation of a GSA in order to implement the Act in the Subbasin to help ensure that the Act is implemented in the Subbasin effectively, efficiently, fairly, and at the lowest reasonable cost.

WHEREAS, the Parties desire by this agreement to create the Northwestern Delta-Mendota Groundwater Sustainability Agency.

WHEREAS, the Parties will work collaboratively with other interested agencies to develop and implement a GSP or multiple GSPs to manage the subbasin pursuant to the requirements of the Act; and

THEREFORE, in consideration of the mutual promises set forth below and to implement the goals described above, the Parties hereto agree as follows:

1. **Purposes of MOU.** The purposes of this MOU are to (i) facilitate a cooperative and ongoing working relationship among the Parties and other stakeholders and water users to establish a GSA in order to develop and implement mutually beneficial approaches and strategies for implementing the Act in the Subbasin; and (ii) facilitate contacts with other agencies, both current and prospective, overlying the Subbasin so that they can coordinate with the GSA to implement a GSP and to satisfy the requirements of the Act.

2. **Term.** The MOU will take effect on the last date on which all of the Parties listed below have executed this MOU. This MOU shall remain in full force and effect until this Agreement is amended, rescinded, superseded or terminated..

3. **Intent to Form GSA; Implementation of the GSP.** This MOU is to express the intent of the Parties to establish themselves as a single, multi-agency GSA for the portion of the Delta-Mendota Subbasin under the jurisdiction of the Parties. This MOU is not intended to form a new legal entity. The Parties intend to cooperate to obtain consulting, administrative and management services needed to efficiently establish a multi-agency GSA and to develop and implement a GSP. The Parties each expect to enter into such forms of agreement as may be required to obtain such services; or to each independently or jointly provide services utilizing their own staff or consultants; or to jointly enter into contracts or agreements with any Party or outside service provider to obtain services necessary for the operation of the Northwestern Delta-Mendota GSA under this MOU. As part of this duty, the Parties contemplate executing separate activity agreements with the San Luis & Delta-Mendota Water Authority for the administration of GSP activities within the GSA.

4. **Outreach to Other Agencies.** In recognition of the importance of involving all interested agencies in the Subbasin that are or will be involved in efforts to establish the GSA and the GSP, the Parties shall work cooperatively with all other GSAs in the Subbasin. The Parties shall develop and implement an outreach plan pursuant to which the Parties will contact other agencies within or near their respective boundaries that may become GSAs and adopt GSPs under the Act, to invite their participation in activities undertaken in connection herewith.

5. **Initial Administrative Costs.** Each Party shall bear its own costs incurred with respect to its activities under this MOU, including without limitation, costs relative to the formation of the GSA and activities in which that Party wishes to participate.

6. **Financing.** The Parties may develop a coordinated financing plan and cost share agreement for GSA activities that will include, without limitation, seeking bond funding, state loan funds, and imposing appropriate fees and assessments. Until such financing plan is in place, the Parties shall bear costs associated with this MOU as stated in section 5 above.

7. **Actions of the GSA.** Each Party represents and warrants that it would qualify to serve as a separate GSA under the provisions of the Act, and that it has the power to comply with the provisions of the Act and other laws. By forming a single, multi-agency GSA under this MOU, the Parties understand that each of them will have the powers of a GSA as specified in the Act. The Parties agree to coordinate their exercise of those powers for the purposes of the Northwestern Delta-Mendota GSA. The Northwestern Delta-Mendota GSA will have, without in any way limiting the powers provided to the GSA under the Act, the following authorities and obligations:

a) The GSA will adopt actions for the purpose of regulating, conserving, managing, and controlling the use and extraction of groundwater within the territory of the GSA pursuant to the requirements set forth in the Act.

b) An action adopted by the GSA will become effective on the last date on which all of the respective boards of the Parties has approved of the action.

c) All actions will be adopted at noticed public hearings by the Parties' respective boards.

d) The GSA will have the authority to enter into a coordination agreement with other local agencies for purposes of coordinating the GSA's plan with other agencies or GSPs within the basin.

8. **Savings Provisions.** This MOU shall not operate to validate or invalidate, modify or affect any Party's water rights or any Party's obligations under any agreement, contract or memorandum of understanding/agreement entered into prior to the effective date of this MOU. Nothing in this MOU shall operate to convey any new right to groundwater to either Party. Each Party to this MOU reserves any and all claims and causes of action respecting its water rights and/or any agreement, contract or memorandum of understanding/agreement; any and all defenses against any water rights claims or claims under any agreement, contract or memorandum of understanding/agreement. Further, nothing in this MOU is intended to interfere with any county's exercise of its land-use authority under its police power or to interfere with the operation of any county's existing groundwater ordinance, as of the date of this MOU.

9. **Authority.** Each signatory of this MOU represents that s/he is authorized to execute this MOU on behalf of the Party for which s/he signs. Each Party represents



that it has legal authority to enter into this MOU and to perform all obligations under this MOU.

10. **Admission of New Parties.** Additional Parties may become signatories of the MOU upon approval by the Parties and execution of this MOU by the new Party's legislative body.

11. **Amendment.** This MOU may be amended or modified only by a written instrument executed by each of the Parties to this MOU.

12. **Jurisdiction.** This MOU shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules.

13. **Headings.** The paragraph headings used in this MOU are intended for convenience only and shall not be used in interpreting this MOU or in determining any of the rights or obligations of the Parties to this MOU.

14. **Construction and Interpretation.** This MOU has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this MOU. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this MOU.

15. **Entire Agreement.** This MOU constitutes the entire agreement of the Parties with respect to the subject matter of this MOU and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this MOU.

16. **Partial Invalidity.** If, after the date of execution of this MOU, any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. To the extent possible, the Parties shall replace the severed provision with a similar provision that is legal, valid, and enforceable.

17. **Successors and Assigns.** This MOU shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this MOU. No Party may assign its interests in or obligations under this MOU without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

18. **Waivers.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU and forbearance to enforce one or more of the remedies provided in this MOU shall not be deemed to be a waiver of that remedy.

19. **Indemnification.** Each Party shall indemnify each of the other Parties and their board members, officers, employees or agents from and against any and all liabilities arising from or in connection with any negligent act or omission or willful misconduct taken by the indemnifying Party, its board members, officers, employees or agents, under or in connection with this MOU. This indemnification provision will continue to bind the Parties after the termination of this MOU for liabilities that arise or arose from the indemnifying Party's negligent act or omission or willful misconduct in connection with this MOU.

20. **Necessary Actions.** Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this MOU.

21. **Compliance with Law.** In performing their respective obligations under this MOU, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

22. **Third Party Beneficiaries.** This MOU shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

23. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

24. **Notices.** All notices, requests, demands or other communications required or permitted under this MOU shall be in writing unless provided otherwise in this MOU and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by electronic mail or facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

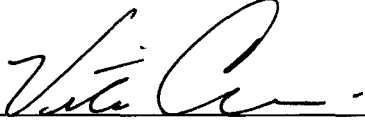
**To: County of Stanislaus**  
Attn: Director of the Department of Environmental Resources  
3800 Cornucopia Way, Suite C  
Modesto, CA 95358-9494 County of Stanislaus

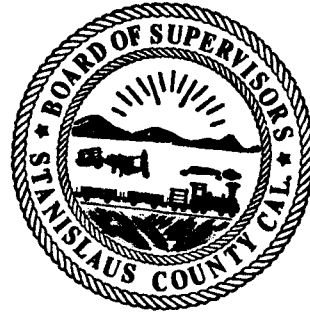
**To: County of Merced**  
2222 M Street  
Merced, CA 95343

**MEMORANDUM OF UNDERSTANDING**  
**Forming the Northwestern Delta-Mendota Groundwater Sustainability Agency**

**IN WITNESS WHEREOF**, the Parties hereto execute this Agreement on the last date written beside each Party representative's signature.

COUNTY OF STANISLAUS

By:   
Vito Chiesa  
Chairman of the Board of Supervisors



ATTEST:

By:   
Elizabeth A. King  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By:   
Thomas E. Boze  
Assistant County Counsel

# ATTACHMENT 2

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
STATE OF CALIFORNIA

2017-71

Date: February 14, 2017

On motion of Supervisor Withrow Seconded by Supervisor Olsen  
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

Item # 9:15 a.m.

THE FOLLOWING RESOLUTION WAS ADOPTED:

**APPROVAL OF A MEMORANDUM OF UNDERSTANDING FORMING THE NORTHWESTERN  
DELTA-MENDOTA GROUNDWATER SUSTAINABILITY AGENCY FOR THE DELTA-MENDOTA  
GROUNDWATER SUBBASIN**

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act of 2014 (SGMA); and

WHEREAS, SGMA went into effect on January 1, 2015; and

WHEREAS, SGMA requires all high and medium priority groundwater basins, as designated by the California Department of Water Resources (DWR) Bulletin 118, to be managed by a Groundwater Sustainability Agency (GSA) or group of GSAs; and

WHEREAS, the Delta-Mendota Groundwater Subbasin (Basin) has been designated by DWR as a high priority basin; and

WHEREAS, SGMA authorizes specific local agencies overlying the Basin to elect to become a GSA within the Basin; and

WHEREAS, Stanislaus County (County) is a local public agency as defined under SGMA that overlies the Basin and is therefore eligible to serve as a GSA within the Basin; and

WHEREAS, Water Code section 10723.2 requires that a GSA consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans; and

WHEREAS, Water Code section 10723.8 requires that a local agency electing to be a GSA to notify the DWR of its election and intention to undertake sustainable groundwater management within a basin; and

WHEREAS, on this day, the Board of Supervisors of Stanislaus County ("Board of Supervisors") held a public hearing, after publication of notice pursuant to Water Code Section 10723 and Government Code section 6066 to consider whether it should enter into the Memorandum of Understanding Forming the Northwestern Delta-Mendota Groundwater Sustainability Agency ("GSA MOU") to form the Northwestern Delta-Mendota Groundwater subbasin; and

WHEREAS, the County wishes to exercise the powers and authorities of a GSA granted by SGMA.

NOW, THEREFORE, BE IT RESOLVED that the County hereby elects to become a GSA for those portions of the Basin lying within the County's jurisdictional boundaries.

BE IT FURTHER RESOLVED that the County intends to form a multi-agency GSA by Memorandum of Understanding (MOU) to be called the "Northwestern Delta-Mendota Groundwater Sustainability Agency" with other local agencies that overlie the Basin.

BE IT FURTHER RESOLVED that the County and other signatories to the MOU will develop an outreach program to include all stakeholders to ensure that all beneficial uses and users of groundwater are considered.

BE IT FURTHER RESOLVED that the County authorizes the Board Chairman to enter into a Memorandum of Understanding for formation of the "Northwestern Delta-Mendota Groundwater Sustainability Agency", and to submit to the DWR on behalf of the County District and Other Parties to the MOU a Notice of Intent to undertake sustainable groundwater management in accordance with the SGMA (Part 2.74 of the Water Code).

BE IT FURTHER RESOLVED that such notification shall include the boundaries of the Basin that the County and Other Parties to the MOU intend to manage, which shall include the lands within the County boundaries, a copy of this resolution, a list of interested parties developed pursuant to Section 10723.2 of the SGMA, and an explanation of how their interests will be considered in the development and operation of the GSA and the development and implementation of a Groundwater Sustainability Plan for the basin.

ATTEST: ELIZABETH A. KING, Clerk  
Stanislaus County Board of Supervisors,  
State of California



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**PowerPoints**

**for**

**Agenda Items**

**9:05 a.m.,**

**9:10 a.m., and**

**9:15 a.m.**

**February 14, 2017**

# Stanislaus County Board of Supervisors Meeting

February 14, 2017



# 9:05 Public Hearing

Public Hearing to Consider Adoption of the  
Memorandum of Understanding Forming  
the Stanislaus and Tuolumne Rivers  
Groundwater Basin Association  
Groundwater Sustainability Agency

# Sustainable Groundwater Management Act (SGMA)

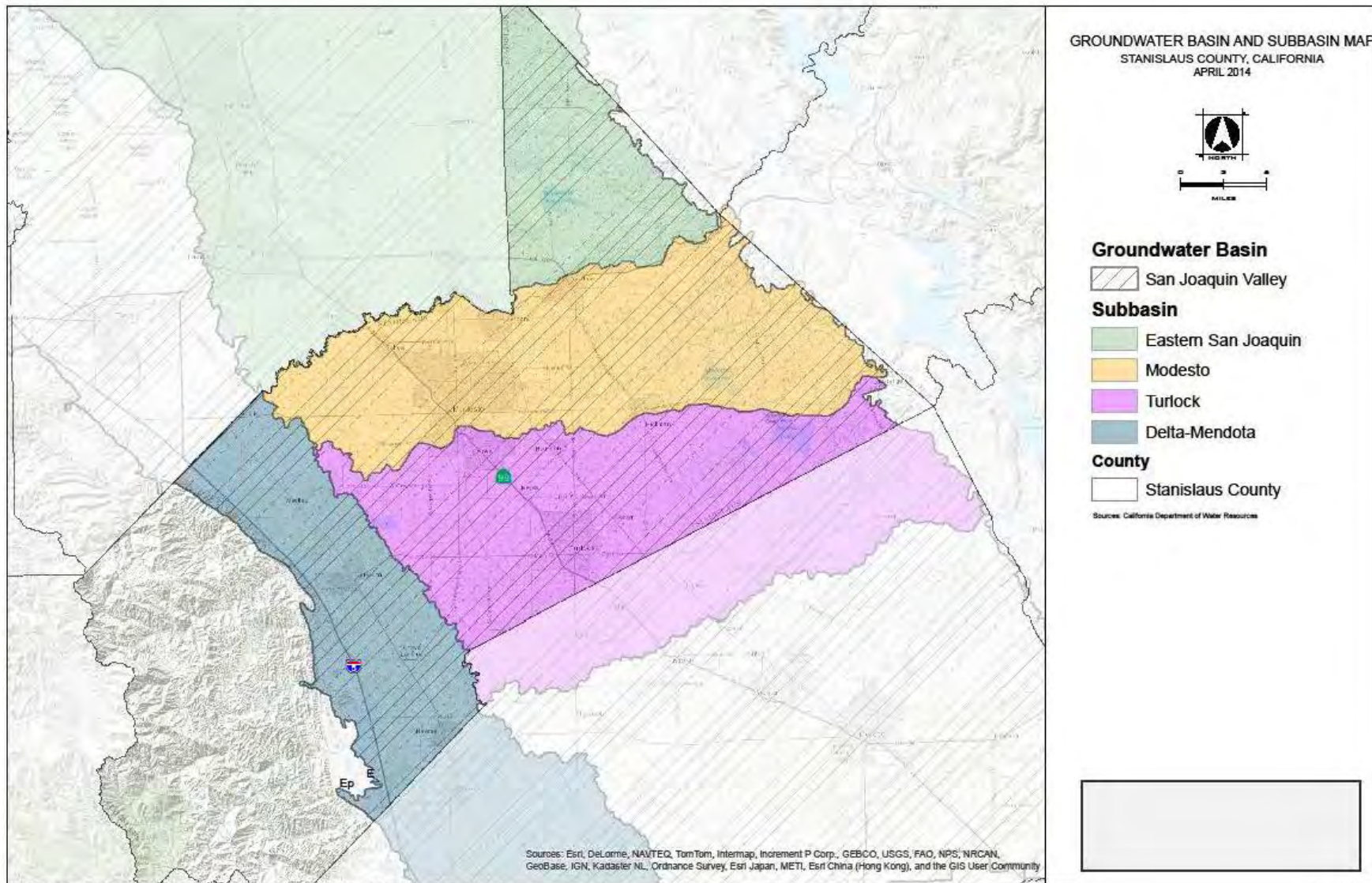
- Sustainable Groundwater Management Act (SGMA) passed in 2014
- Provides a framework for sustainable management of groundwater supplies by local agencies

# SGMA Implementation

- Formation of Groundwater Sustainability Agencies (GSA) by June 30, 2017
  - Published Notice (1/30/17 and 2/6/17)
  - Hold Public Hearing
- GSA coverage must be Basin-wide
  - One or more (coordination)
  - No Gaps or Overlaps

# GSA Responsibilities

- GSAs must prepare and implement Groundwater Sustainability Plans (GSPs)
  - 50 Year Planning Horizon with 20 Year Implementation Period

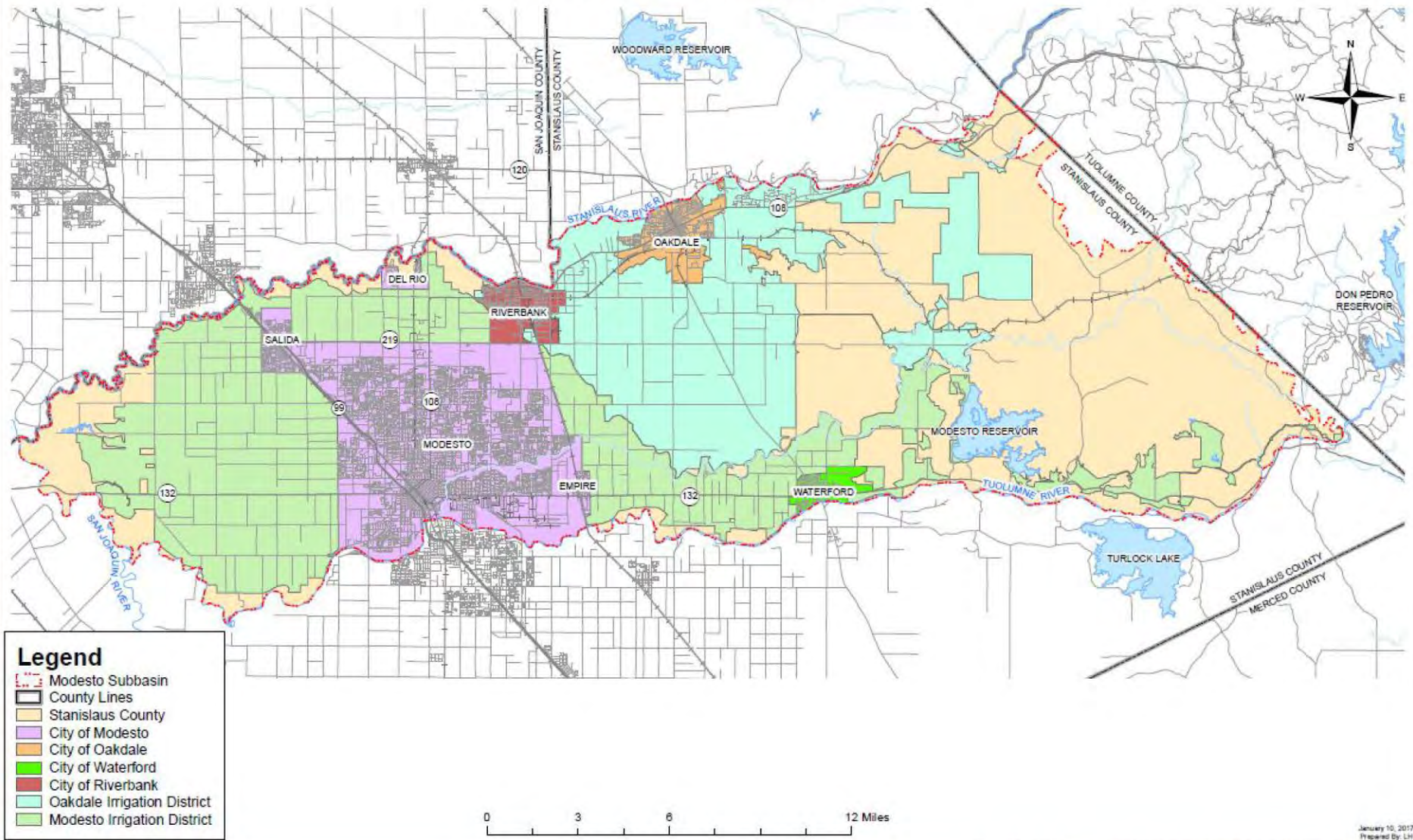


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FIGURE



# Modesto Subbasin Agencies



## Legend

- Modesto Subbasin
- County Lines
- Stanislaus County
- City of Modesto
- City of Oakdale
- City of Waterford
- City of Riverbank
- Oakdale Irrigation District
- Modesto Irrigation District

0 3 6 12 Miles

January 10, 2017  
Prepared By: LHM

Document Path: X:\Water\Resources\GIS\Projects\District Map\Modesto Groundwater Subbasin\GSA Modesto Subbasin Map.mxd

# Stanislaus & Tuolumne Rivers Groundwater Basin Association GSA

City of Modesto

City of Oakdale

City of Riverbank

City of Waterford

Oakdale ID

Modesto ID

Stanislaus County

# Principles of GSA MOU

- Meets the requirements of SGMA and DWR approval
- Develop the Basin GSP in coordination with other GSAs
- Execute future “Operations Agreement” for GSP implementation & Enforcement



# Staff Recommendations

- After the Public Hearing:
  - Approve and adopt via Resolution the Memorandum of Understanding forming the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency.

# Staff Recommendations

- Authorize the Chairman of the Board of Supervisors to sign and execute the Memorandum of Understanding forming the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency.

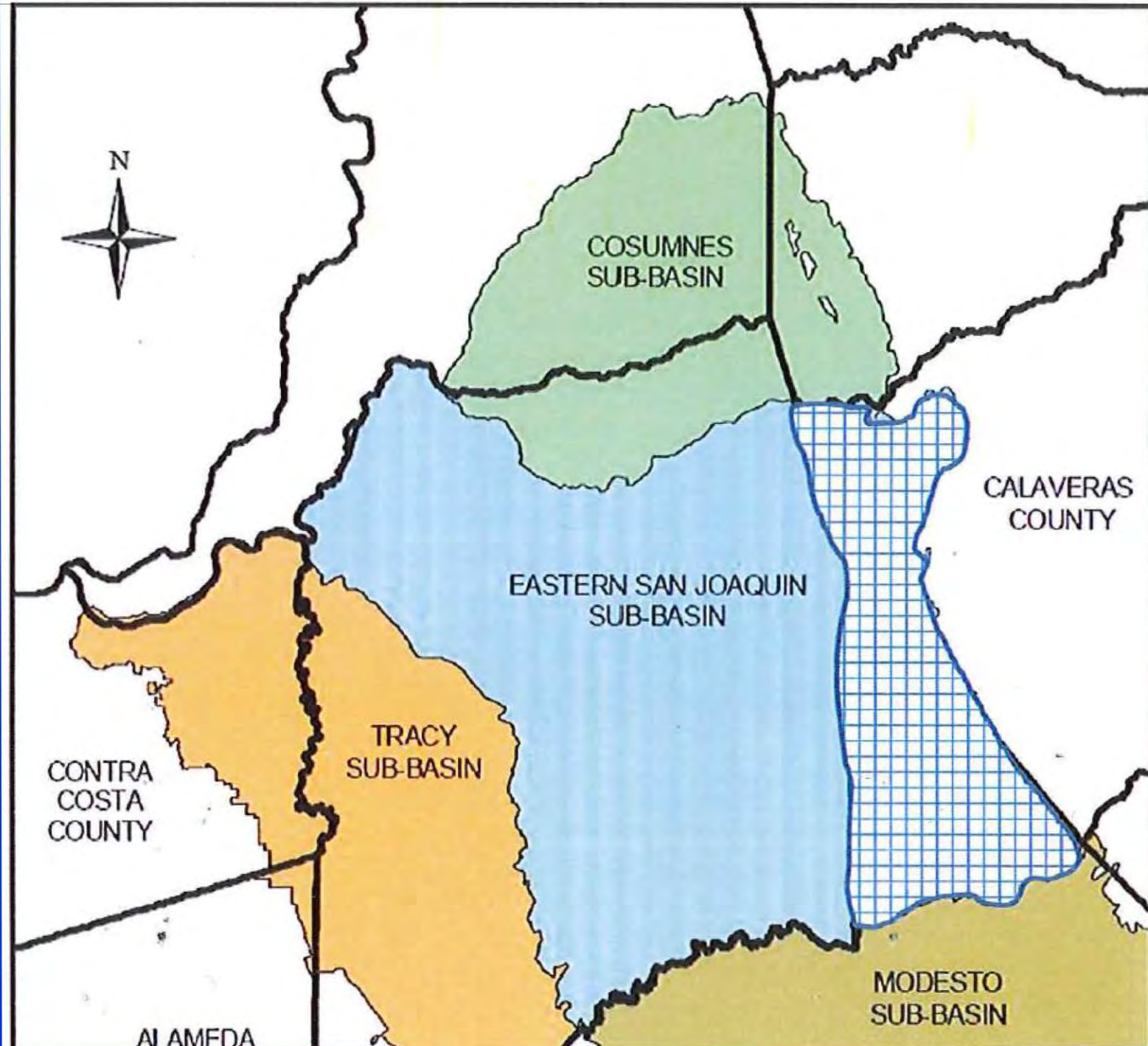
# Staff Recommendations

Direct staff to file any and all such paperwork and maps with the Department of Water Resources as required by State law pertaining to Groundwater Sustainability Agency formation.

- **QUESTIONS & DISCUSSION**

# 9:10 Public Hearing

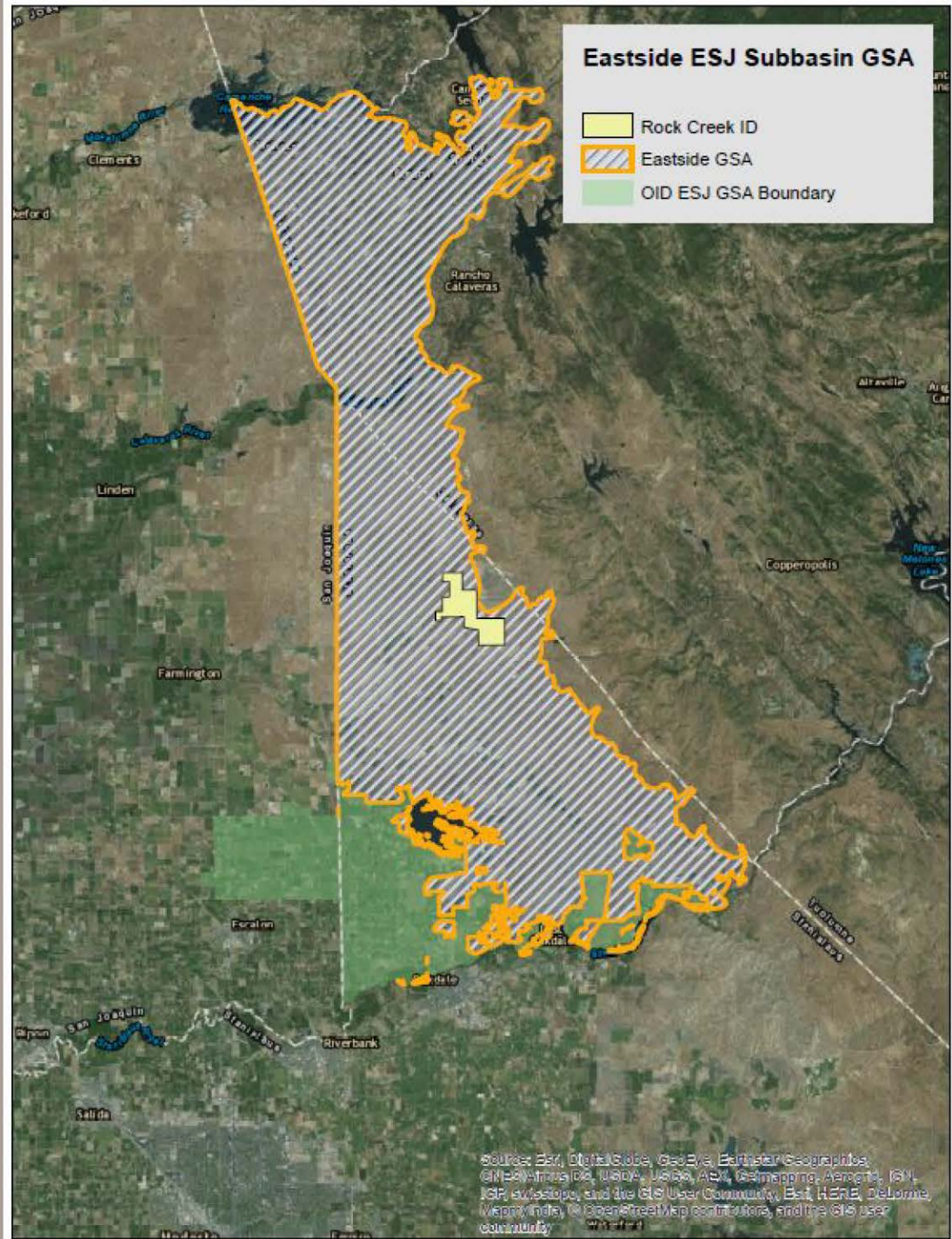
Conduct a Public Hearing to consider adoption of the Memorandum of Understanding forming the Eastside San Joaquin Groundwater Sustainability Agency.





### Eastside ESJ Subbasin GSA

- Rock Creek ID
- Eastside GSA
- OID ESJ GSA Boundary



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNR/Airphoto, USDA, USDA, ARS, Geomatics Aeroport, IGN, IGR, swisstopo, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

# Eastside San Joaquin GSA

Calaveras County WD

Stanislaus County

Rock Creek WD



# Principles of GSA MOU

- Meets the requirements of SGMA and DWR approval
- Develop the Basin GSP in coordination with other GSAs
  - Joint Powers Authority
    - ❖ future action item
- GSP Funding

# Staff Recommendations

- After the Public Hearing:
  - Approve and adopt via Resolution the Memorandum of Understanding forming the Eastside San Joaquin Groundwater Sustainability Agency.

# Staff Recommendations

- Authorize the Chairman of the Board of Supervisors to sign and execute the Memorandum of Understanding forming the Eastside San Joaquin Groundwater Sustainability Agency.

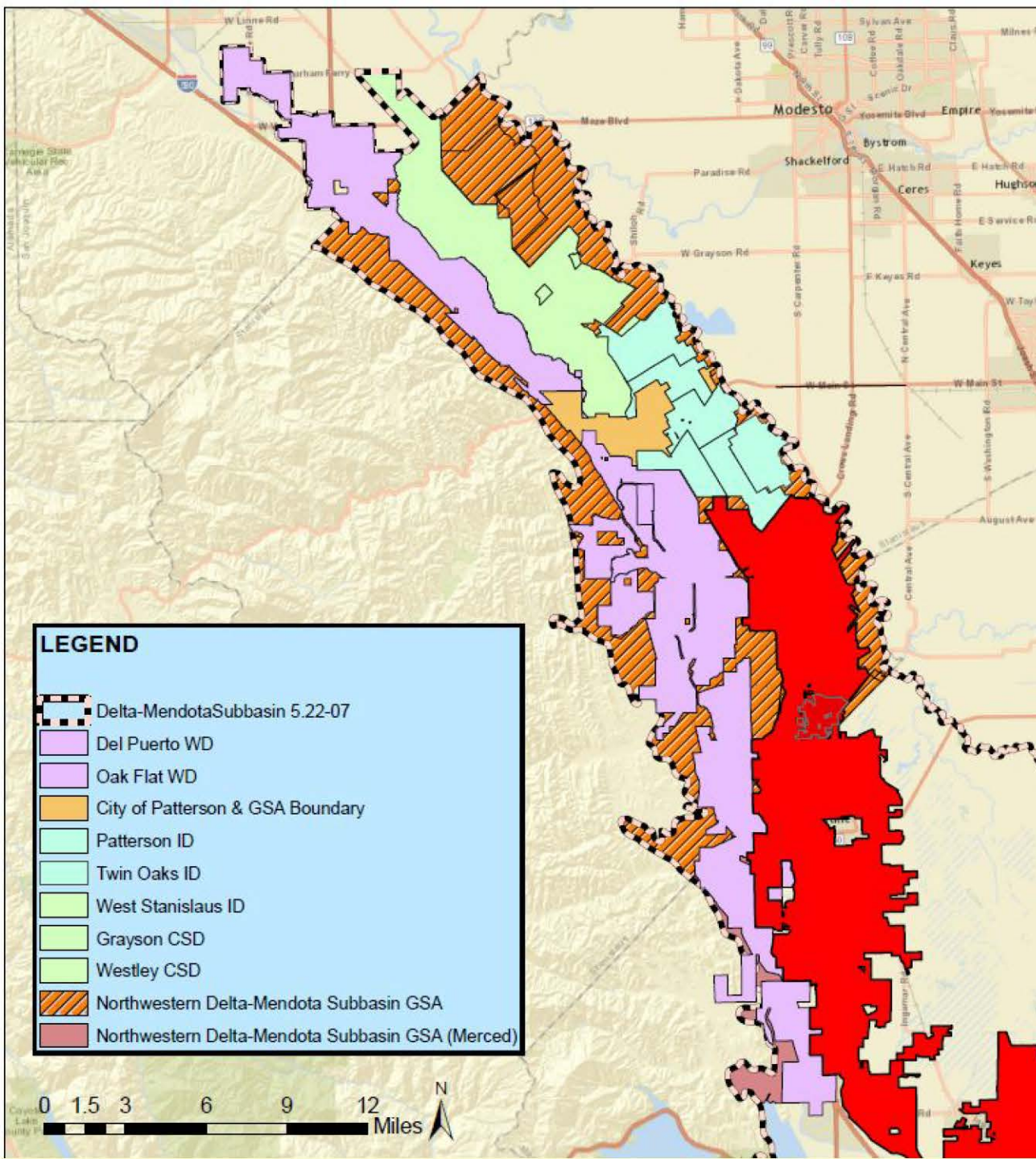
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







- **QUESTIONS & DISCUSSION**

# 9:15 Public Hearing

Conduct a Public Hearing to consider adoption of the Memorandum of Understanding forming the Northwestern Delta-Mendota Groundwater Sustainability Agency.



**LEGEND**

-  Delta-Mendota Subbasin 5.22-07
-  Del Puerto WD
-  Oak Flat WD
-  City of Patterson & GSA Boundary
-  Patterson ID
-  Twin Oaks ID
-  West Stanislaus ID
-  Grayson CSD
-  Westley CSD
-  Northwestern Delta-Mendota Subbasin GSA
-  Northwestern Delta-Mendota Subbasin GSA (Merced)



# Northwestern Delta-Mendota Subbasin GSA

Stanislaus County

Merced County



# Stanislaus County “Default” Coverage

“White” areas

El Soyo WD

Blewett MWC

Whitelakes MWC

Crows Landing CSD

Eastin WD

China Island WR

Stevinson WD

# Principles of GSA MOU

Meets the requirements of SGMA

Develop a basin-wide GSP w/ other GSAs

SGMA Services Agreement

- ❖ San Luis & Delta Mendota Water Authority
- ❖ Future action item

GSP Funding

# Staff Recommendations

- After the Public Hearing:
  - Approve and adopt via Resolution the Memorandum of Understanding forming the Northwestern Delta-Mendota Groundwater Sustainability Agency.

# Staff Recommendations

- Authorize the Chairman of the Board of Supervisors to sign and execute the Memorandum of Understanding forming the Northwestern Delta-Mendota Groundwater Sustainability Agency.

# Staff Recommendations

- Direct staff to file any and all such paperwork and maps with the Department of Water Resources as required by State law pertaining to Groundwater Sustainability Agency formation.

- **QUESTIONS & DISCUSSION**