



EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY

Board of Directors Meeting

AGENDA

Wednesday, February 12, 2020

10:00 a.m. – 12:00 p.m.

San Joaquin County – Public Health Multi-Purpose Room
1601 E. Hazelton Avenue, Stockton, California

- I. Call to Order/Pledge of Allegiance & Safety Announcement/Roll Call
- II. SCHEDULED ITEMS – *Presentation materials to be posted on ESJGroundwater.org and emailed prior to the meeting. Copies of presentation materials will be available at the meeting.*
 - A. Discussion/Action Items:
 1. Approval of Minutes of January 8, 2020 (See Attached)
 2. Approval of Woodard & Curran Contract for Annual Report and Technical Support (See Attached)
 3. Status of the Proposition 68 Grant Preliminary Award
 4. Steering Committee Membership and Formation (Attached roster)
 5. Ad-Hoc Technical Work Group Formation (Attached roster)
 6. Project Updates from GSA's
 7. Agendas and Meeting Schedule for Next Six Months
 8. DWR Update
- III. Other Information
 - A. Training Opportunity
 - B. NGO Letter to DWR on DACs and GSPs
 - C. Delta Conveyance Environmental Review Notice of Preparation Overview
- IV. Public Comment (non-agendized items)
- V. Directors' Comments
- VI. Future Agenda Items
- VII. Adjournment

EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY
Board of Directors Meeting

AGENDA

(Continued)

Next Regular Meeting
June 10, 2020 at 11:00 a.m.
Location TBD

Action may be taken on any item

Agendas and Minutes may also be found at <http://www.ESJGroundwater.org>

Note: If you need disability-related modification or accommodation in order to participate in this meeting, please contact San Joaquin County Public Works Water Resources Staff at (209) 468-3089 at least 48 hours prior to the start of the meeting.

EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY
Board Meeting Minutes
January 8, 2020

I. Call to Order/Pledge of Allegiance & Safety Announcement/Roll Call

The Eastern San Joaquin Groundwater Authority (GWA) Board meeting was convened when Matt Zidar provided the required safety information announcement. Chair Chuck Winn called the meeting to order at 11:11 a.m., on January 8, 2020, at the Robert J. Cabral Agricultural Center, 2101 E. Earhart Ave. Stockton, CA. The Pledge of Allegiance was completed.

In attendance were Chair Chuck Winn and Vice Chair Mel Panizza; Directors Alan Nakanishi, David Breitenbucher, David Fletcher, Mike Henry, Tom Flinn, Eric Thorburn, John Herrick, and Robert Holmes; Alternate Director Dante Nomellini; and Secretary Kris Balaji. Director Dan Wright was in attendance, and arrived after the meeting was called to order.

II. SCHEDULED ITEMS

A. Discussion/Action Items:

1. Approval of Minutes of December 11, 2019

It was noted that Vice Chair Mel Panizza was the one who motioned for approval of the November meeting minutes at the December meeting, where the December minutes incorrectly indicated Kris Balaji.

Motion:

Vice Chair Mel Panizza moved, and Director Mike Henry seconded, the approval of the December 11 minutes with this change. The motion passed unanimously.

2. Adopt Resolution R-20-01 Agreeing to Submit the Groundwater Sustainability Plan to the California Department of Water Resources and Transmit an Addendum Identifying Calaveras County as a Member of the Eastside GSA (2/3 vote required)

Ms. Alyson Watson provided a summary of the resolution for GSP submittal to DWR with an addendum identifying Calaveras County as a member of the Eastside GSA. She indicated the addendum would be submitted to DWR along with the GSP.

Motion:

Director Dave Fletcher moved, and Director Tom Flinn seconded to adopt Resolution R-20-01 Agreeing to Submit the Groundwater Sustainability Plan to the California Department of Water Resources and Transmit an Addendum Identifying Calaveras County as a Member of the Eastside GSA. The motion passed unanimously.

3. GSP Submittal Process

Ms. Alyson Watson walked through the next steps for GSP submittal and documentation needed from each GSA. She noted that many GSAs have already provided their documentation. Secretary Kris Balaji questioned if a notification could be sent to the members letting them know that the Plan has been submitted. Ms. Watson responded yes. Mr. Matt Zidar (San Joaquin County) questioned if the materials could be posted to the website so GSAs can file them locally. Ms. Watson responded yes. Mr. Paul Wells (DWR) indicated that there is DWR staff assigned to help the basin comply with the submittal requirements.

4. Adopt Resolution R-20-02 Amending the Fiscal Year 2019-2020 Budget and Establishing Member Cost Allocations Next Steps

Mr. Matt Zidar presented on the 6-month scope, budget, and cost allocation. He walked through changes made, which were to explain the invoicing process in more detail and to clarify that the 6-month budget allocation is not a precedent.

Alternate Director Nomellini indicated he would vote no on the budget and costs on behalf of Central Delta Water Agency (CDWA) and has concerns about the cost allocation. He stated he anticipates a negative response from the CDWA Board of Directors and requested clarification of the groundwater use numbers.

Director Tom Flinn stated that the table shows projected 2040 water use. He questioned if the number considers in-lieu recharge. He noted also that Zone 2 is contributing a large amount and that he has concerns about how much money is being distributed by Zone 2. He stated his suggestion to treat the 6-month budget as a loan that the JPA will need to develop a revenue source to pay back. Overall, he stated he is in support of approving the 6-month budget, but has concerns.

Director John Herrick stated that he would have to vote no on behalf of South Delta Water Agency and noted that he needs a spreadsheet with an explanation of the cost allocation. He indicated that just because SGMA is a shared responsibility, some people do not use the groundwater and do not contribute to the overdraft.

Vice Chair Mel Panizza stated that Mr. Andrew Watkins (Stockton East Water District) has raised issues about future allocation based on pumping. He stated that this is one common basin, and a large portion of the costs are administrative costs. He then noted that agencies would face the same burden of administrative costs if they were to break off from the GWA. He stated he is hoping to use the next 6 months to work out a fair and equitable solution. He then indicated that there are a lot of unknowns and that this budget is a best effort.

Secretary Kris Balaji stated there is a valid justification for an equal distribution because most of the costs are administrative costs. He indicated staff is always available to provide information. Director Herrick stated that agencies not pumping water are mandated to participate by the State, but that should not mean that they pay the same as everybody else. Alternate Director Nomellini requested the group consider equity in the cost allocation based on causation and importance to community and impact. He stated he needs his Board member's votes, and that they may vote to approve a different budget amount.

Chair Winn indicated that the group will need to have further conversations before adopting next year's budget. He reminded the group of the starting premise that the County would not be dominant in the discussions, and that each agency would have autonomy. He noted all the GSAs represent constituent Boards.

Motion:

Director Henry moved, and Vice-Chair Panizza seconded, to adopt Resolution R-20-02 Amending the Fiscal Year 2019-2020 Budget and Establishing Member Cost Allocations Next Steps. The motion was approved with two opposing votes by Director Herrick and Alternate Director Nomellini.

5. Consider Supporting Development of a Potential Water Related Sales Tax

Chair Winn presented on the history of the funding of water projects in the Central Valley via tax measures and bond measures. He asked for feedback on the development of a potential water related sales tax measure.

Director Flinn indicated he has had a lot of experience with Measure K. He summarized the essential elements: 1) educate the public, 2) evaluate the public through surveys as a tool to find out what the public is supportive of. Chair Winn responded that in polling, it important to ask the right questions, and noted that it is a challenge because it costs money. He then stated it will take every representative to get the word out.

Director Holmes stated that for his council and constituents to get behind this, the benefits will need to be explicitly clear. He indicated that he supports moving forward, but with strong reservations considering the City of Stockton's sales tax situation.

Alternate Director Nomellini indicated his support for exploration and noted there is a need to define scope and rate. Director Nakanishi stated that he is anti-tax but realizes that the City Council needs finances and should look at all sources.

Chair Winn asked for a vote on exploration of a potential water related sales tax. Vice Chair Mel Panizza clarified that the vote would be to explore the concept, not an endorsement. He stated his concern that it is a regressive tax, as well as concern for the number of things expected to be on the ballot.

Motion:

Director Flinn moved, and Alternate Director Nomellini seconded a position of support for exploring the option of a potential water related sales tax. The motion passed unanimously.

6. GSP Development Appreciations

Secretary Balaji thanked the GWA, agencies, and staff. He next thanked DWR staff and County staff. He acknowledged their hard work and acknowledged Brandon Nakagawa and Danielle Barney. He then thanked the attorneys, Jennifer Spaletta, Rod Attebery, and Monica Streeter. He thanked Fritz Buchman, and thanked the consultants for a phenomenal job running the meetings.

Secretary Balaji then presented appreciation plaques to DWR staff.

Chair Winn acknowledged DWR. He noted that those involved with SGMA were impressed with the job done in the Eastern San Joaquin Subbasin by agencies, consultants, staff, and legal counsel, and that it is an organization to be proud of. He noted that the group has met their goals, which is a great accomplishment considering the challenges.

7. DWR Update

Mr. Paul Wells stated the recognition was appreciated. He indicated that the State would have a more regulatory role moving forward. He noted SGMA was created with a goal of having multiple agencies come together to submit a GSP, as is being done in the Eastern San Joaquin Subbasin. He noted that submitting the Plan is an achievement and that the next step is a 20-day review period by DWR following submittal, then public comment can be submitted on the Plan.

Mr. Wells reminded the group that there is a workshop tomorrow with DWR and the State Board to identify how Plan evaluation and review will happen. This includes GSP implementation assistance. As an update on

the Prop. 68 grant application, the draft awards will be released in February, and the final awards will come out in March.

8. February Agenda Items

February agenda items will include a GSP project update, data management system updates, and monitoring next steps.

B. Informational Items:

III. Public Comment (non-agendized items):

None.

IV. Directors' Comments:

None.

Future Agenda Items:

Future agenda items for February include a GSP project update, data management system updates, and monitoring next steps.

V. Adjournment:

The January 8 meeting was closed at 12:30 p.m. Vice Chair Mel Panizza moved, and Director Robert Holmes seconded meeting adjournment. Chair Winn adjourned the meeting.

Next Regular Meeting: February 12, 2020 at 11:00 a.m.






San Joaquin County – Public health Multi-Purpose Room

1601 East Hazelton Avenue, Stockton, CA, 95205



MEMBER SIGN-IN SHEET

Location: SJ COUNTY ROBERT J. CABRAL AG CENTER Date: 01/08/2020 Time: 11:00 AM

INITIAL	Member's Name	GSA	Phone	Email
	John Freeman	Cal Water Member	209-547-7900	jfreeman@calwater.com
	Jeremiah Mecham	Cal Water Alternate		jmecham@calwater.com
	Steve Cavallini	Cal Water Alternate	209-464-8311	scavallini@calwater.com
	George Biagi, Jr.	Central Delta Water Agency Member	209-481-5201	gbiagi@deltabluegrass.com
	Dante Nomellini	Central Delta Water Agency Alternate	209-465-5883	ngmplcs@pacbell.net
	Grant Thompson	Central San Joaquin Water Conservation District Member	209-639-1580	gtom@velociter.net
	Reid Roberts	Central San Joaquin Water Conservation District Alternate	209-941-8714	reidwroberts@gmail.com
	Alan Nakanishi	City of Lodi Member	209-333-6702	anakanishi@lodi.gov
	Charlie Swimley	City of Lodi Alternate	209-333-6706	cswimley@lodi.gov
	David Breitenbucher	City of Manteca Member 	209-456-8017	dbreitenbucher@ci.manteca.ca.us
		City of Manteca Alternate		
	Dan Wright	City of Stockton Member	209-937-5614	Dan.Wright@stocktonca.gov
	Paul Canepa	City of Stockton Alternate	209-603-7091	Paul.Canepa@stocktonca.gov
	Mel Lytle	City of Stockton Alternate	209-	Mel.Lytle@stocktonca.gov

INITIAL	Member's Name	GSA	Phone	Email
	Russ Thomas	Eastside San Joaquin GSA Member	209-480-8968	rthomascwd@hotmail.com
	Walter Ward	Eastside San Joaquin GSA Alternate	209-525-6710	wward@envres.org
<i>DF</i>	David Fletcher	Linden County Water District Member	209-887-3202	dqfpe@comcast.net
	Paul Brennan	Linden County Water District Alternate	209-403-1537	ptbrennan@verizon.net
<i>MS</i>	Mike Henry	Lockeford Community Services District Member	209-712-4014	midot@att.net
	Joseph Salzman	Lockeford Community Services District Alternate	209-727-5035	lcsd@softcom.net
<i>ES</i>	Eric Schmid	Lockeford Community Services District Alternate	209-727-5035	lcsd@softcom.net
<i>TF</i>	Tom Flinn	North San Joaquin Water Conservation District Member	209-663-8760	tomflinn2@me.com
	Joe Valente	North San Joaquin Water Conservation District Alternate	209-334-4786	jcvalente@softcom.net
<i>ET</i>	Eric Thorburn, P.E.	Oakdale Irrigation District Member	209-840-5525	ethorburn@oakdaleirrigation.com
		Oakdale Irrigation District Alternate		
<i>CW</i>	Chuck Winn	San Joaquin County Member	209-953-1160	cwinn@sigov.org
	Kathy Miller	San Joaquin County Alternate	209-953-1161	kmiller@sigov.org
<i>JH</i>	John Herrick, Esq.	South Delta Water Agency Member	209-224-5854	jherrlaw@aol.com
	Jerry Robinson	South Delta Water Agency Alternate	209-471-4025	N/A
<i>RH</i>	Robert Holmes	South San Joaquin GSA Member	209-484-7678	rholmes@ssjid.com
<i>BN</i>	Brandon Nakagawa	South San Joaquin GSA Alternate	209-249-4613	bnakagawa@ssjid.com
<i>MP</i>	Melvin Panizza	Stockton East Water District Member	209-948-0333	melpanizza@aol.com
	Andrew Watkins	Stockton East Water District Alternate	209-484-8591	watkins.andrew@verizon.net
	Anders Christensen	Woodbridge Irrigation District Member	209-625-8438	widirrigation@gmail.com
		Woodbridge Irrigation District Alternate		

Eastern San Joaquin Groundwater Authority Staff & Support

INITIAL	Member's Name	Organization	Phone	Email
<i>kb</i>	Kris Balaji	San Joaquin County	468-3100	kbalani@sigov.org
<i>Present</i>	Fritz Buchman	San Joaquin County	468-3034	fbuchman@sigov.org
<i>Present</i>	Matt Zidar	San Joaquin County	953-7460	mzidar@sigov.org
	Glenn Prasad	San Joaquin County	468-3089	grasad@sigov.org
<i>Present</i>	Mike Callahan	San Joaquin County	468-9360	mcallahan@sigov.org
	Alicia Connelly	San Joaquin County	468-3531	aconnelly@sigov.org
	Jessica Jones	San Joaquin County	468-3073	jessicajones@sigov.org
<i>Present</i>	Roy Valadez	San Joaquin County	468-3089	rvaladez@sigov.org
<i>RS</i>	Kristy Smith	San Joaquin County	468-0219	kmsmith@sigov.org
	Rod Attebery	Neumiller & Beardslee / Legal Counsel	948-8200	rattebery@neumiller.com
<i>MS</i>	Monica Streeter	Neumiller & Beardslee / Legal Counsel	948-8200	mstreeter@neumiller.com

ATTACHMENT
II.A.2

AGREEMENT NUMBER A-20-1
AGREEMENT FOR CONSULTING SERVICES FOR THE IMPLEMENTATION OF THE EAST
SAN JOAQUIN SUBBASIN GROUNDWATER SUSTAINABILITY PLAN

This AGREEMENT, made and entered into _____, 2020 ("Effective Date") by and between the EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY, a joint powers agency acting pursuant to Government Code Section 6500 et seq, hereinafter referred to as "GWA," and WOODARD & CURRAN, INC., a Maine corporation, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, East San Joaquin Groundwater Authority ("GWA") has prepared the Eastern San Joaquin Groundwater Subbasin Groundwater Sustainability Plan ("ESJGSP") in conformance with the Sustainable Groundwater Management Act ("SGMA"); and

WHEREAS, GWA and its member agencies are required to implement the ESJGSP and to comply with the provisions of SGMA; and

WHEREAS, SGMA requires the submittal of an annual report on the April 1 following adoption of the groundwater sustainability plan and each year thereafter; and

WHEREAS, in addition to annual reporting, the GWA, on behalf of its members, will implement provisions of the GSP which will include, but are not limited to, applying and implementing the Eastern San Joaquin Integrated Water Flow Model ("ESJ IWFM"), implement the Data Management Systems, develop a financial plan and further work to implement projects identified in the ESJGSP. These and other engineering activities are collectively referred to herein as the "PROJECT"; and

WHEREAS, Woodard & Curran (CONSULTANT) prepared the ESJGSP, supported the Proposition 68 Grant to help fund implementation of the ESJGSP, developed the groundwater flow model, employs experienced, uniquely qualified and duly licensed professional engineers, and has special expertise and knowledge that is unique to the Eastern San Joaquin Groundwater Subbasin; and

WHEREAS, GWA desires to engage the services of CONSULTANT for the PROJECT under a Master Services Agreement (AGREEMENT).

NOW, THEREFORE, the parties hereto mutually agree as follows:

I – SCOPE OF WORK

CONSULTANT shall perform the work under this AGREEMENT as referenced and defined in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as "SCOPE OF WORK". The SCOPE OF WORK can be revised, modified, or amended through the issuance of specific TASK ORDERS, each to be uniquely numbered and signed by an authorized representative of both parties to this AGREEMENT. TASK ORDERS will identify the specific TASK ORDER scope of work, schedule, budget and assigned staff. CONSULTANT shall provide all labor, equipment, tools and facilities necessary for the completion of the SCOPE OF WORK and any TASK ORDERS issued under this AGREEMENT.

A. CONSULTANT represents that all professional personnel required in performing the services under this AGREEMENT are qualified and will be identified in the SCOPE OF WORK AND TASK ORDERS.

B. CONSULTANT represents that all work performed pursuant to this AGREEMENT either by CONSULTANT or at its direction shall be sufficient to meet the SCOPE OF WORK, any TASK ORDER requirements and the terms of this AGREEMENT, and shall be rendered in accordance with the accepted practices and standards of CONSULTANT's profession. All work shall be performed according to the requirements of GWA, and other applicable federal, state, and local agencies.

II - SCHEDULE

A. Notwithstanding anything to the contrary in this Agreement, this Agreement shall commence upon the Effective Date and will remain in full force and effect for two calendar years unless sooner terminated. The ESJGWA may, at its sole option and discretion, extend the term of this Agreement for an additional period of one year, or other term mutually agreed to in a writing signed by both parties.

B. The time schedule for all work shown in the SCOPE OF WORK and any subsequently issued TASK ORDER shall be performed by CONSULTANT in accordance with the estimated schedule contained in the relevant SCOPE OF WORK or TASK ORDER. The time for performance by CONSULTANT will begin upon issuance of Notice to Proceed by GWA or its PLAN ADMINISTRATOR, currently designated as the San Joaquin County Director of

Public Works.

C. The work shown in the SCOPE OF WORK or TASK ORDER shall be completed within the term specified within the schedule. CONSULTANT shall diligently pursue and coordinate the various tasks contained in the SCOPE OF WORK or TASK ORDER and proceed according to the schedule in an orderly and timely manner. The schedule may be modified by the written consent of GWA or its designated representative, but only in the event that such modifications are necessary due to revisions in the SCOPE OF WORK or TASK ORDER caused by the GWA or other reviewing agency, or for other reasons beyond the control of CONSULTANT or it is mutually agreed upon and a written request for modification by CONSULTANT is made at least eight (8) weeks prior to the end of the SCHEDULE. Completion of additional services will be done pursuant to Section IV - CHANGES IN SCOPE OF SERVICES.

D. Except as to any rights or obligations which survive discharge, this AGREEMENT shall be discharged, and the parties shall have no further obligation to each other, upon completion of the PROJECT as certified by CONSULTANT and accepted by GWA. The following provisions in this AGREEMENT shall survive discharge: Section VI - DOCUMENTATION AND SERVICES BY CONSULTANT and Section XII - HOLD HARMLESS. The time for performance by CONSULTANT will be completed upon issuance of Notice of Completion by GWA.

E. TASK ORDERS in excess of dollar amounts identified in the GWA's approved budget will be reviewed and approved by the GWA Board of Directors prior to any notice to proceed issued by the GWA designated representative. TASK ORDERS or change orders to any task order under this amount may be approved in writing by the GWA designated representative.

III - COMPENSATION

A. CONSULTANT shall be compensated in accordance with the compensation schedule listed in Exhibit "B", attached hereto and incorporated herein by this reference, and any subsequently issued and approved TASK ORDER. GWA shall reimburse CONSULTANT up to an amount not to exceed One Million Dollars (\$1,000,000.00), which sum includes all expenses of whatever nature including, but not limited to the tasks and deliverables identified in the SCOPE of WORK, and which amount includes those tasks which may be covered by

subsequently issued TASK ORDERS. Actual costs shall not exceed the personnel wage rate sheets and other task costs set forth in the Exhibit B. CONSULTANT shall also comply with Title 49, Code of Federal Regulations, Part 18 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) in the procurement of services, supplies or equipment.

B. GWA shall manage and administer the expenditure limits and associated CONSULTANT and subconsultant expenditure limits in accordance with the costs identified in Exhibit "B" ("COST PROPOSAL") and subsequently issued TASK ORDERS. If tasks are completed by CONSULTANT and subconsultants and accepted by GWA, and if CONSULTANT can verify cost savings that result in available residual unexpended funds, then these amounts shall be identified by CONSULTANT and reported to GWA. If CONSULTANT forecasts any task expenditure limit overruns and associated CONSULTANT cost limit overruns or subconsultant cost limit overruns, then these cost overruns shall be identified by CONSULTANT and reported to GWA. Prior written GWA approval must be secured before any cost overrun can be authorized. With prior written GWA approval, if residual unexpended funds are available, then these funds, at GWA'S discretion, may be applied to cost overruns as well as additional supplemental work GWA may request from CONSULTANT. CONSULTANT shall provide a monthly written summary of progress, critical issues, schedule and budget performance, etc., and any cost savings or forecasted overruns are to be identified by CONSULTANT and reported to GWA.

C. Compensation will be provided by GWA to CONSULTANT only for work actually performed during the term of this AGREEMENT. Compensation will be based on the actual amount of work performed in accordance with the SCOPE OF WORK and any subsequently issued TASK ORDERS, personnel wage rate sheets and other costs set forth in subsequently issued TASK ORDERS or the COST PROPOSAL. The GWA reserves the right to eliminate or reduce the scope of any work listed in the SCOPE OF WORK or any TASK ORDER. No additional compensation will be provided for work eliminated from the original SCOPE OF WORK or any TASK ORDER or for work performed under a reduced SCOPE OF WORK/COST PROPOSAL regardless of the reason for such elimination or reduction.

D. For the purpose of compensation, payments shall be made monthly by GWA, based upon the actual hours of work performed by CONSULTANT. All actual direct costs must be specifically identified evidencing in proper detail the nature and propriety of the charges. Any

direct costs not specifically identified in the COST PROPOSAL or TASK ORDER must be approved by GWA before any expenses are incurred and before any request for reimbursement can be made by CONSULTANT. CONSULTANT shall submit payment requests in duplicate addressed to GWA, which indicate the number of actual hours of work performed, the personnel wage rates, and the other costs related thereto. Monthly payment requests shall include progress updates comparing projected and actual progress, tasks completed, percent of work completed, and current levels of budget expenditures as a percentage of funds originally allocated for the specific task in the SCOPE OF WORK/COST PROPOSAL or TASK ORDERS.

E. Compensation by GWA to CONSULTANT shall be made within sixty (60) calendar days of receipt by GWA of the complete payment request for a specific month and shall not exceed ninety –five (95) percent of the payment request. The final five (5) percent of the compensation shall be paid by GWA to CONSULTANT within sixty (60) calendar days from the date of the completion of the following events:

1. The completion of the SCOPE OF WORK and any validly issued TASK ORDERS and the acceptance of CONSULTANT's work by GWA; and,
2. CONSULTANT's submittal of a certified statement that all subcontractors, subconsultants, agents, and material suppliers who may have a claim for payment for work done or materials supplied under this AGREEMENT are paid in full less any retention currently held by GWA.

F. Upon the written request of CONSULTANT, GWA may, at its sole discretion, reduce the retention percentage to less than five (5) percent of payments for completed Tasks and deliverables identified in the SCOPE OF WORK or validly issued TASK ORDER. CONSULTANT's request should provide a statement that no claims are anticipated on the additional money to be released.

IV - CHANGES IN SCOPE OF SERVICES

A. GWA reserves the right to make such alterations as may be deemed necessary or advisable and to require such extra work as may be required for the proper completion of the work by the CONSULTANT in connection with PROJECT and with implementation of PROJECT. Alterations in the services identified in the SCOPE OF WORK or subsequently issued TASK ORDERS shall be made by "CHANGE ORDERS". CHANGE ORDERS shall be authorized and issued in writing by GWA or its designated representative. CHANGE ORDERS

will be issued as necessary and shall constitute a supplement to this AGREEMENT.

B. Each CHANGE ORDER shall list the scope of altered or additional services to be performed, state the time period within which the altered or additional work is to be completed, delineate any special conditions, state the compensation in accordance with the personnel wage rate sheets and other costs set forth in the SCOPE OF WORK/COST PROPOSAL, include work effort and cost detail support data, and authorize CONSULTANT to proceed with the services detailed in the CHANGE ORDER. When compensation for an item of work is subject to adjustment under the provisions of this section, CONSULTANT shall promptly furnish the authorized GWA official with adequate cost data for such item of work.

C. CONSULTANT shall perform services which alter the SCOPE OF WORK or subsequently issued TASK ORDERS only after receipt of a CHANGE ORDER from GWA executed and signed by GWA's designated representative and CONSULTANT. Additional services requested by GWA and not identified in the SCOPE OF WORK or subsequently issued TASK ORDERS, shall be performed by CONSULTANT only after issuance of a TASK ORDER executed by GWA or its designated representative.

V - DOCUMENTATION AND SERVICES BY GWA TO CONSULTANT

A. CONSULTANT shall collect and GWA shall furnish access to all information, data, and maps as currently exist in files necessary for carrying out the services as set forth in this AGREEMENT, to CONSULTANT, without charge, and GWA shall cooperate in every way possible in the carrying out of the work without undue delay. CONSULTANT agrees that GWA's responsibility to provide access to information is limited to data of record in GWA files and in the format as recorded. CONSULTANT shall check and investigate existing information and conditions and notify the GWA of any deficiencies that the CONSULTANT discovers.

VI - DOCUMENTATION AND SERVICES BY CONSULTANT TO GWA

A. CONSULTANT shall furnish all reports and drawings/plans in hard copy and electronic format as determined by GWA, and reproducibles of all reports and drawings submitted for under this AGREEMENT, to GWA upon completion of this AGREEMENT or earlier termination. All documents and electronic files including, but not limited to, passwords, source codes, etc., submitted by CONSULTANT to GWA shall become the property of GWA upon completion of this AGREEMENT or earlier termination.

B. No material prepared in connection with this AGREEMENT shall be subject to copyright

in the United States or any other country. All drawings, specifications, documents and other memoranda relating to work and services hereunder, shall remain or become the property of the GWA whether executed by or for the CONSULTANT for GWA, or otherwise by or for the CONSULTANT, or by or for a subcontractor operating under the CONSULTANT'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to GWA forthwith upon GWA written demand, termination or completion of the work under this AGREEMENT.

C. GWA agrees that if GWA substantially and materially alters any of the instruments of service, including supporting studies, materials, plans, and other documents delivered to GWA by CONSULTANT upon completion of the AGREEMENT, any use by GWA of such instruments of service for this or any other project shall be at the GWA's sole risk and responsibility.

D. CONSULTANT and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to performance under this AGREEMENT, but not limited to, the costs of administering this AGREEMENT. Such materials shall be available at their respective offices at all reasonable times during this AGREEMENT period and for three years from the date of final payment under this AGREEMENT.

E. Should any portion of the work conducted under this AGREEMENT be conducted using state or federal grant funds or monies, GWA will provide CONSULTANT a copy of any rules, requirements, restrictions, provisions or conditions for receipt and use of those funds and the CONSULTANT agrees that it will be bound by and comply with the relevant provisions in any agreement between the GWA and funding agency.

VII. WORK PRODUCT

GWA and CONSULTANT acknowledge and agree that "Work Product", and all components of it, provided or developed by CONSULTANT hereunder or in connection herewith shall constitute "works made for hire" within the meaning of Title 17 United States Code Section 101 et seq. (the "Copyright Act"), and all right, title, and interest in and to the Custom Products shall vest in the GWA immediately upon development. To the extent any such Custom Products may not be the sole and exclusive property of the GWA and/or may not be a "work made for hire" as defined in the Copyright Act upon development, then CONSULTANT agrees to and hereby does sell, transfer, grant and assign to the GWA all copyrights, patents, trade secrets,

inventions, and other proprietary rights, title, and interest in and to such Custom Products upon development. On all written material, whether in print, electronic, or any media form, constituting "Work Product", CONSULTANT shall place or cause to be placed the following legend preferably in the lower right corner: © 202_ GWA of San Joaquin. All rights reserved.

VIII - PERSONNEL

A. CONSULTANT agrees that it employs, or will employ, at its expense, all personnel required in performing the services under this AGREEMENT. Such personnel shall not be employees of, or have any contractual relationship with GWA. The CONSULTANT further agrees that should any personnel be replaced or added after the execution of this AGREEMENT, the CONSULTANT shall notify the GWA within five (5) business days and said personnel shall be subject to the GWA's written approval prior to initiating any work under this AGREEMENT.

B. GWA acknowledges that CONSULTANT may subcontract certain portions of the SCOPE OF WORK or subsequently issued TASK ORDERS to subcontractors as specified in the SCOPE OF WORK, COST PROPOSAL or TASK ORDER. GWA hereby approves the use of these firms as subcontractors. Should any subcontractors be replaced or added after GWA's approval, GWA shall be notified within five (5) days and said subcontractors shall be subject to GWA's designated representative's written approval prior to initiating any work under this AGREEMENT. CONSULTANT shall be fully responsible for the complete and full performance of all services of subcontractors and shall compensate all such subcontractors for their work. CONSULTANT shall certify in writing to GWA the payment, in full, of all sums due to subcontractors, subconsultants, agents, and material suppliers who may have a claim for payment for work done or materials supplied under this AGREEMENT.

All of the services required by this AGREEMENT shall be performed by CONSULTANT or under its direct supervision and all personnel engaged in the performance of such activities shall be fully qualified and shall be authorized or permitted under federal, state and/or local law to perform such services.

C. No discrimination shall be made by CONSULTANT in the employment of persons to work under this contract because of race, color, national origin, ancestry, sex, or religion of such person.

IX - CONFLICT OF INTEREST

The CONSULTANT affirms that the CONSULTANT presently has no interest that has not been previously disclosed to the GWA; and, shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT; and, in the event of change in either private interests or services under this AGREEMENT, the CONSULTANT will immediately raise with the GWA any question regarding possible conflict of interest which may arise as a result of such change. The CONSULTANT further agrees that in the performance of this AGREEMENT, no person having any such interest shall be employed. A potential conflict of interest includes, but is not limited to, work related to contracts with GWA member agencies, other cities, other parties, local land developers and current clients who may have a financial interest in the outcome of the PROJECT. At the GWA's discretion, a potential conflict of interest may be waived or factored into a modified TASK ORDER, as the case may be.

X - TERMINATION

GWA reserves the right to terminate AGREEMENT at any time prior to completion by CONSULTANT of the tasks and work outlined in the SCOPE OF WORK and any supplemental TASK ORDERS, upon receipt of written notice of termination to CONSULTANT. Upon termination, CONSULTANT shall immediately turn over to GWA all documents, records, papers, plans, drawings, and copies of electronic files, whether finished or not, generated by or supplied to CONSULTANT in connection with its performance of services pursuant to AGREEMENT. Costs to assemble, package and transmit information submitted to GWA shall be entirely the responsibility of CONSULTANT and subcontractors and shall not be chargeable in any way to GWA. Said documents, records, papers, plans, drawings, and copies of electronic files shall become the property of GWA. GWA agrees that if GWA substantially and materially alters any of the instruments of service, including documents, records, papers, plans, drawings, and copies of electronic files delivered to GWA by CONSULTANT upon termination of AGREEMENT, any use by GWA of such instruments of service for this or any other project shall be at GWA's sole risk and responsibility.

At the time, CONSULTANT submits project documents and materials to GWA, CONSULTANT shall also submit to GWA a request for final compensation for CONSULTANT and subcontractors for services rendered pursuant to AGREEMENT prior to the date of the written notice of termination. GWA shall review and approve all submittals, and negotiated

compensation will not exceed original fiscal COST PROPOSAL budget limits. Furthermore, GWA may adjust final compensation upon termination to CONSULTANT and subcontractors to reflect remaining services necessary to complete the original SCOPE OF WORK or subsequently issued TASK ORDERS. GWA shall assume no liability for costs, expenses, or lost profits resulting from contracts entered into by CONSULTANT with third parties in reliance upon AGREEMENT. Such payment upon termination shall be accepted by CONSULTANT as complete compensation of CONSULTANT for all services, and CONSULTANT waives all payment claims against GWA arising directly or indirectly under AGREEMENT.

XI - ASSIGNMENT

Both parties shall give their personal attention to the faithful performance of this AGREEMENT and shall not assign, transfer, convey, or otherwise dispose of this AGREEMENT or any right, title or interest in or to the same or any part thereof without the prior written consent of the other party and then only subject to such terms and conditions as the other party may require. A consent to one assignment shall not be deemed to be a consent to any subsequent assignments. Any assignments without such approval shall be void and, at the option of the other party, shall terminate this AGREEMENT and any license, right or privilege granted herein. This AGREEMENT and interest herein shall not be assignable by operation of law without the prior written consent of the other party.

XII - HOLD HARMLESS

A. The CONSULTANT shall, at its expense, defend, indemnify and hold harmless the Eastern San Joaquin Groundwater Authority, its members and their employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the negligence or willful misconduct of CONSULTANT, its employees, officers, agents or subconsultants.

B. The duty of CONSULTANT to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at CONSULTANT's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of negligence. CONSULTANT shall provide legal counsel

reasonably acceptable to the GWA.

XIII - INSURANCE

CONSULTANT shall not commence any work until CONSULTANT obtains, at CONSULTANT's own expense, all required insurance that shall be primary, shall name the GWA as additional insured, except for professional liability insurance and workers' compensation insurance, and shall expressly indicate that such insurance is related to CONSULTANT's activities under this AGREEMENT. CONSULTANT shall furnish certification of insurance within ten (10) calendar days of execution of this AGREEMENT by GWA and prior to issuance by GWA of the Notice to Proceed. Such insurance must be from an insurer admitted to the State of California and have the approval of GWA as to limit, form and amount. The types of insurance CONSULTANT is required to obtain for the full term of this AGREEMENT will be Commercial General Liability Insurance, Professional Liability Insurance and Worker's Compensation Insurance. As evidence of specified insurance coverage, GWA may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies are in force for the specified period during which services will be provided by CONSULTANT. Each policy, or certificate, will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) calendar days' notice in writing to be delivered by registered mail to GWA.

A. Commercial General Liability Insurance - CONSULTANT shall obtain and keep in force and effect during the term of this AGREEMENT, at the CONSULTANT's own expense, General Liability Insurance on an occurrence based policy, including contractual liability with a combined single limit in the minimum amount of Two Million Dollars (\$2,000,000), and automobile liability insurance with a combined single limit in the minimum amount of One Million Dollars (\$1,000,000).

Such insurance shall name the GWA, its members and their officers, agents, employees, representatives as additional insureds.

B. Professional Liability Insurance - CONSULTANT shall obtain, at CONSULTANT's own expense, and provide evidence of Professional Liability Insurance on an occurrence based policy with an aggregate limit in the minimum amount of Two Million Dollars (\$2,000,000.00).

C. Workers' Compensation Insurance - CONSULTANT shall take out and maintain, during the life of the AGREEMENT, Workers' Compensation Insurance for all employees of

CONSULTANT employed at the site of the project and, in case any work is sublet, the CONSULTANT shall require subconsultants to similarly provide Workers' Compensation Insurance for all of the latter's employees. If any class of employees engaged in hazardous work under this AGREEMENT at the site of the project is not protected under the Workers' Compensation Statute, the CONSULTANT shall provide and shall cause any subconsultant to provide insurance for the protection of employees engaged in hazardous work.

CONSULTANT, by executing this AGREEMENT, certifies that CONSULTANT is aware of the provisions of Section 3700 et. seq. of the Labor Code of the State of California requiring every employer to be insured against the liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that code, and certifies that CONSULTANT will comply with such provisions before commencing the performance of the work of this AGREEMENT.

XIV - WAIVER

In the event that either GWA or CONSULTANT shall at any time or times waive any breach of this AGREEMENT by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this AGREEMENT whether of the same or any other covenant, condition or obligation.

XV - COSTS AND ATTORNEY'S FEES

The prevailing party of any action brought to enforce or construe the terms of this AGREEMENT may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.

XVI - AGREEMENT CONTAINS ALL UNDERSTANDING

This AGREEMENT represents the entire integrated AGREEMENT between GWA and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This document may be amended only by written instrument signed by both GWA and CONSULTANT. This AGREEMENT shall be governed by the laws of the State of California.

XVII – COUNTERPARTS

This AGREEMENT may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year first above written.

EASTERN SAN JOAQUIN GROUNDWATER
AUTHORITY
"GWA"

WOODARD & CURRAN, INC.
a Maine corporation

By: _____
CHARLES WINN, Chairman
"GWA"

By: _____
ALYSON WATSON, P.E.
Project Manager
"CONSULTANT"

RECOMMENDED FOR APPROVAL

By: _____
KRIS BALAJI, PMP, P.E.
Secretary of "GWA"

APPROVED AS TO FORM

By: _____
MONICA J. STREETER General Counsel

Scope of Work for the ESJ Subbasin Annual Report and Support Services through June 30, 2020

The following scope of work, schedule and fee estimate is submitted by Woodard & Curran to support the next steps with the Groundwater Sustainability Plan. There are five discrete tasks including preparation of the Annual Report due April 1, 2020. The schedule for work and estimated fee is presented following the scope items. This work would be performed by Woodard & Curran staff for the East San Joaquin Groundwater Authority under direction by the County. The work would kick-off on February 12, 2020 following approval of this scope of work at the February Board Meeting.

Task 1- Preparation of First Annual Report

Under [Water Code Section 10733.2](#), DWR was required to draft and adopt emergency regulations for the evaluation and implementation of GSPs¹. The emergency regulations adopted by the California Water Commission spell out what is required in a GSP². Article 7 covers Annual Reports and Periodic Evaluations by the Agency and describes the procedural and substantive requirements for the annual reports³. Each GSA, or the ESJGWA, is required to submit an annual report to the Department by April 1 of each year following the adoption of the Plan (§ 356.2. Annual Reports)⁴. The annual report must include the following components for the preceding water year:

- (a) General information, including an executive summary and a location map depicting the basin covered by the report.
- (b) A detailed description and graphical representation of the following conditions of the basin managed in the Plan:
 - (1) Groundwater elevation data from monitoring wells identified in the monitoring network shall be analyzed and displayed as follows:
 - A. **Groundwater elevation contour maps** for each principal aquifer in the basin illustrating, at a minimum, the seasonal high and seasonal low groundwater conditions.
 - B. **Hydrographs of groundwater elevations** and water year type using historical data to the greatest extent available, including from January 1, 2015, to current reporting year.
 - (2) **Groundwater extraction for the preceding water year**. Data shall be collected using the best available measurement methods and shall be presented in a table that summarizes groundwater extractions by water use sector, and identifies the method of measurement (direct or estimate) and accuracy of measurements, and a map that illustrates the general location and volume of groundwater extractions.

¹ <https://water.ca.gov/Programs/Groundwater-Management/SGMA-Groundwater-Management/Groundwater-Sustainability-Plans>

² Cal Code of Regs. Title 23. Waters Division 2. Department of Water Resources Chapter 1.5. Groundwater Management Subchapter 2. Groundwater Sustainability Plans
[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I74F39D13C76F497DB40E93C75FC716AA&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I74F39D13C76F497DB40E93C75FC716AA&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default))

³ Authority cited: [Water Code Section 10733.2, Water Code](#).

⁴ Authority cited: [Water Code Sections 10727.2, 10728](#).

- (3) *Surface water supply used or available for use, for groundwater recharge or in-lieu use* shall be reported based on quantitative data that describes the annual volume and sources for the preceding water year.
- (4) *Total water use* shall be collected using the *best available measurement methods* and shall be reported in a table that summarizes total water use by water use sector, water source type, and identifies the method of measurement (direct or estimate) and accuracy of measurements. Existing water use data from the most recent Urban Water Management Plans or Agricultural Water Management Plans within the basin may be used, as long as the data are reported by water year.
- (5) *Change in groundwater in storage* shall include the following:
 - (A) Change in groundwater in storage maps for each principal aquifer in the basin.
 - (B) A graph depicting water year type, groundwater use, the annual change in groundwater in storage, and the cumulative change in groundwater in storage for the basin based on historical data to the greatest extent available, including from January 1, 2015, to the current reporting year.
- (c) A *description of progress* towards implementing the Plan, including achieving interim milestones, and implementation of projects or management actions since the previous annual report.
- (d) The first annual report for the ESJ Subbasin GSP will be due on April 1, 2020. Per California Code of Regulations §356.2 (SGMA regulations), annual reports must include three key sections: 1) General Information, 2) Basin Conditions, and 3) Plan Implementation Progress. Tasks to complete the Annual Report, along with other ongoing support of the GSP implementation process are detailed below.

Subtask 1.1 – Collect, Compile, and Analyze Data

The Basin Conditions section of the annual report will describe the current groundwater conditions and monitoring results, described further in the bullets below.

Woodard & Curran will work with the County to develop a list of each necessary dataset, the responsible GSA, and due dates for data collection (see “Schedule” section at end of Scope). Data will be compiled and reviewed for basic quality control (e.g. duplicate data or flagging data expected to have errors). Separately, note that groundwater elevation and groundwater quality data will be compiled and imported into the ESJ Subbasin Data Management System (DMS) in Subtask 1.2. Additionally, Woodard & Curran will update the Current Condition Baseline for the ESJWRM model to extend the hydrologic period to Water Year 2019 to support the estimation of data for the Annual Report. This is further explained in Subtask 1.3.

Data will be analyzed and presented for each data type as follows:

- Groundwater Elevation
 - Woodard & Curran will obtain groundwater elevation compiled from the County and the GSAs for monitoring in Fall 2018, and Spring and Fall 2019 and develop groundwater elevation contour maps for the principal aquifer that illustrates

seasonal high and seasonal low groundwater conditions for Water Year 2019 (WY2019), similar to the contour maps developed for the Current & Historical Conditions chapter of the GSP. Specifically, this will include the following map:

- Groundwater elevation contour maps for seasonal high and seasonal low for WY2019
- Hydrographs will also be compiled for each representative monitoring well, showing available historical groundwater elevations through WY2019 with reference to water year type.
- Groundwater Extraction
 - The updated Current Condition Baseline ESJWRM model will be used to estimate the agricultural groundwater extraction. Groundwater extraction by municipalities will be an outcome of the model Baseline update, verified by the data provided by the municipalities.
- Surface Water Supply and Use
 - Surface water diversion data will be collected from the GSAs and analyzed by Woodard & Curran for inclusion in the model. Surface water use data will be estimated consistent with the parameters (e.g. recoverable and non-recoverable losses), as well as delivery areas in the calibrated model. This will be for the period WY 2019.
- Total Water Use
 - Total water use will be estimated using the results from the updated Current Condition Baseline model and will include estimated groundwater extraction and surface water use data and summarized by water use sector and water source type. The measurement method and accuracy of measurements will be documented per the source of data, method of analysis using the model, as required by DWR.
- Annual Water Budget and Change in Groundwater Storage
 - The updated Current Condition Baseline model (ESJWRM) will be used to establish a water budget for WY2019. The model update will be as described in Subtask 1.3.
 - The updated Current Condition Baseline model (ESJWRM) will be used to estimate change in groundwater in storage for the principal aquifer. A map will be generated to show the location of change in storage, as well as graphical figures showing year type, groundwater use, the annual change in groundwater in storage, and the historical cumulative change in groundwater in storage from 1995 through WY 2019.

Subtask 1.2 – ESJ Subbasin Data Management System Update

This subtask includes time spent making the following updates to the ESJ Subbasin DMS.

- Input data received for Annual Report in template format

Subtask 1.3 – ESJWRM Model Update for Annual Water Budget and Change in Storage

Woodard & Curran will update the ESJWRM model for the Current Condition Baseline. Note that this Subtask does not include updating the historical model calibration. The Current Condition Baseline update includes:

- Extend precipitation data for WY 2019
- Extend streamflow data for WY 2019
- Update land use and cropping pattern to include the most recent land use survey by the DWR (LandIQ 2016)
- Update of population record and unit water use for municipalities for WY 2019 if available
- Update surface water delivery model input for WY 2019 data from agricultural entities and municipalities
- Update groundwater pumping input data for WY 2019 data from municipalities

The resulting Current Condition Baseline model simulation period will be through WY 2019. This updated CC Baseline model will provide the following information:

- Estimates of agricultural water demand for WY 2019
- Estimates of urban water demand for WY 2019
- Surface water delivery for WY 2019
- Estimate of groundwater pumping for WY 2019
- Estimate of groundwater storage change for WY 2018 to WY 2019
- Simulated groundwater levels in contour map as well as monthly trends in simulated groundwater level at the model calibration wells.

Subtask 1.3 Assumptions:

The San Joaquin County will be responsible for coordination with the GSAs for the collection of all required data for WY 2019, for input to the model, as follows:

- Surface water diversion data by each agricultural entity
- Surface water diversion data by each municipality
- Groundwater extraction data for each well and for each municipality

- Population records for each municipality
- If data requested does not come in Woodard & Curran will use the latest year information available and will extrapolate with reasonable water year assumptions.

Subtask 1.4 – Document Plan Implementation Progress

The Plan Implementation section of the annual report will describe the progress made towards achieving interim milestones as well as implementation of projects and management actions.

Woodard & Curran will work with the GSAs to evaluate and report on the progress towards implementing the GSP, including the status of the shortlisted projects and ongoing development of management actions. Shortlisted projects will be summarized in tabular format. Management actions will be summarized in paragraph form.

Subtask 1.5 – Prepare Annual Report

The results of Subtasks 1.1 through 1.4 will be used to develop the WY2019 Annual Report, including an executive summary that highlights the key content of the annual report. The following sections will be included:

1. Executive Summary
2. Introduction
3. Basin Setting
 - a. Groundwater Elevations
 - b. Groundwater Extractions
 - c. Surface Water Supply
 - d. Total Water Use
 - e. Change in Groundwater Storage
4. Plan Implementation Progress
5. References

A Draft Report will be prepared for review by the GSAs. Comments will be incorporated into a Final Report which will be distributed electronically (PDF).

Woodard & Curran will also provide the GSAs a copy of the digital files for supporting data, such as Excel spreadsheets and GIS maps/shapefiles.

Task 2 – DMS Update

The Data Management System is a required component of a GSP and was developed for ESJ in 2019. Woodard & Curran will work with the County to collect, organize, and import readily available data beyond the date at which implementation of the DMS was complete. In addition, Woodard & Curran will organize and import data from the Spring 2020 monitoring event into the DMS when it becomes available (typically late April). The data will be reviewed in the DMS to verify no errors occurred during the import process. Data elements to support the Annual Report will be summarized and exported from the DMS as needed.

Woodard & Curran will work with the County to review the business needs and current functional elements for the GSA to enter, conduct QA/QC of, view, upload, generate reports for,

download, and share data. Woodard & Curran will also evaluate DWR's current data standards to ensure the DMS continues to meet those standards. DMS enhancements will be identified, and the DMS will be updated as appropriate in tandem with the work planned under the Prop 68 grant award. These enhancements may include additional geospatial functionality and analysis, enhanced charts, addition of new data types or well information, creation of predefined reports, enhanced quality control tools, or other general improvements. Woodard & Curran will continue to host and maintain the DMS for the term of this contract.

Task 3 – Plan Administration Support

Woodard & Curran will act in a supporting role to the County in administering the GSP. Tasks include attendance as needed at Advisory Committee meetings (assumed 2 meetings in person and 2 conference calls), attendance at monthly Board meetings until Annual Report is finalized and submitted (assume 2 meetings in person), and four additional as-needed conference calls for planning and strategy. Woodard & Curran will support development of meeting agendas and PowerPoint presentations (assumed two), development of two staff reports and review as needed of staff reports through June 30, 2020. Will support scoping and development of FY 2020-2021 workplan and budget and dovetailing work planning in with Prop 68 grant implementation once awarded.

Task 4 – Outreach Support

This task includes two subtasks 1) updating the ESJ website and 2) as-needed support for outreach such as a press release, a public outreach meeting and responding to media queries.

Task 5 – Project Coordination

Woodard & Curran will coordinate the project including developing monthly progress reports and conducting bi-weekly phone calls with County staff to drive project implementation forward.

Estimated Schedule

The estimated schedule for 2020 is shown below and reflects that some prep work was initiated by the County.



**ESJ Groundwater Authority
ESJ Subbasin Annual Report & Support Services**

Tasks	Labor							Total Hours	Total Labor Costs (1)	ODCs	Total Fee
	Ali Taghavi	Christy Kennedy	Jeanna Long	Sara Miller	Lindsay Martien	Developer (DMS)	Admin.				
	PIC	Project Manger	DMS	Planner 2	Planner 2						
Task 1: Annual Report	\$315	\$289	\$289	\$217	\$192	\$151	\$110				
Collect, Compile, Analyze Data		16	4		24			44	\$10,388	\$0	\$10,388
DMS			20					20	\$5,780	\$0	\$5,780
Model Update	24			80				104	\$24,920		\$24,920
Plan Implementation Progress Reporting	8	2	4	20	4			6	\$1,346		\$1,346
Reporting	8	24	4	20	60			116	\$26,472		\$26,472
Subtotal Task 1:	32	42	28	100	88	0	0	290	\$68,906	\$0	\$68,906
Task 2: DMS Update for 2020											
DMS Update	16		62			80		158	\$35,038	\$0	\$35,038
Subtotal Task 2:	16	0	62	0	0	80	0	158	\$35,038	\$0	\$35,038
Task 3: Plan Administration Support											
GWA Meetings, Work Planning for FY 2020-2021	8	48		4	64			124	\$29,548	\$400	\$29,948
Subtotal Task 3:	8	48	0	4	64	0	0	124	\$29,548	\$400	\$29,948
Task 4: Outreach Support											
4.1 Support Website Maintanance and Updating		2			12			14	\$2,882	\$392	\$3,274
4.2 Outreach support including materials and public meeting as-	4	22	4	12	12			54	\$13,682		\$13,682
Subtotal Task 4:	4	24	4	12	24	0	0	68	\$16,564	\$392	\$16,956
Task 5: Project Coordination											
Progress reporting, invoicing, biweekly calls, administration	4	16			24		6	50	\$11,152		\$11,152
Subtotal Task 5:	4	16	0	0	24	0	6	50	\$11,152	\$0	\$11,152
TOTAL	64	130	94	116	200	80	6	690	\$161,208	\$792	\$162,000

1. The individual 2020 hourly rates include salary, overhead and profit.

ATTACHMENT
II.A.4

ATTACHMENT
II.A.5

ATTACHMENT
III.A

PUBLIC BOARD DEVELOPMENT

"I found Peter Johnson to be second to none! Whether or not you are an experienced Board Member, this program will enhance previous training and provide new skills to serve as an effective leader of our community!"

Carl Toliver



INSTRUCTOR

Over the past 20 years, Peter Johnson has served in leadership positions on many boards including: The Lodi Unified School District Board of Trustees, The Greater Stockton Chamber of Commerce, Child Abuse Prevention Council, YMCA of SJ County, San Joaquin County Planning Commission and currently serves on the LAFCO Commission.

He has worked with more than a hundred boards in areas including: strategic planning, building boards with impact, governance, the Brown Act and running effective meetings.

PeterJohnson@pacific.edu
209.483.2661

PROGRAM

This program is designed for individuals who have never served on a board before to people with decades of experience. The overall goal is to ensure that each person understands their role and responsibilities of being on a board and how to effectively leverage their talents to enable the board to operate in an efficient and effective manner that leads to a better community.

TOPICS TO BE DISCUSSED INCLUDE:

- Mission/Purpose/Mandate of the Board
- Communicating Effectively
- Legal Aspects of the Board
 - The Brown Act
 - Mandated Filings
- The Role of Staff
- Building a Cohesive Team
- Running Effective Meetings
 - Roberts Rules of Order
 - Role of the Chair

2020 PROGRAM DATES

REQUIRED CLASS:

JANUARY

Friday, Jan. 31st 8:30-11:30 AM

FEBRUARY

Tuesday, Feb. 25th 6:00-9:00PM

MARCH

Friday, Mar. 20th 8:30-11:30AM

APRIL

Tuesday, Apr. 14th 6:00-9:00PM

EMAIL TO REGISTER FOR PROGRAM: ashleyjohnsonleadership@gmail.com

Registration due 3 days prior to training session.

ATTACHMENT
III.B



December 18, 2019

Secretary Jared Blumenfeld
California Environmental Protection Agency

Secretary Wade Crowfoot
California Natural Resources Agency

Director Karla Nemeth
California Department of Water Resources

Chair Joaquin Esquivel
California State Water Resources Control Board

RE: Inadequate implementation of the Sustainable Groundwater Management Act Threatens the Safe Water Needs of California's Most Vulnerable Communities

Our collective organizations write to express our alarm regarding the implementation of the Sustainable Groundwater Management Act, or SGMA—specifically as it pertains to the safe water needs of many of the most vulnerable California communities. We have closely followed and participated in local SGMA planning processes, attending meetings and commenting on dozens of groundwater plans. However, despite our engagement, we are increasingly concerned that negative impacts on water quality, and in particular access to safe drinking water, are not being taken adequately into account. Therefore, these groundwater sustainability plans (GSPs) should be found to have inadequately assessed undesirable results to groundwater overdraft and water quality.

As an initial matter, we note that the context of this letter includes the successful efforts of the current administration to improve access to drinking water. California took a historic step forward this summer with the passage of the Safe and Affordable Drinking Water Fund (the Fund). The Fund seeks to provide new targeted investments to end the state's drinking water crisis, where 1 million Californians are impacted by unsafe water each year. The Newsom Administration rightly deserves credit for helping secure this victory of justice and equity.

However, poor implementation of SGMA now threatens the success of the Fund, as it is being implemented in a manner that ignores the safe drinking water needs of our most vulnerable communities and threatens Governor Newsom's vision of providing safe water to all.

Many of the draft GSPs released to date pose a significant threat to safe drinking water access in low-income communities of color. These draft GSPs rarely account for impacts on local communities dependent on groundwater—which includes the vast majority of small communities in the San Joaquin Valley. For example, some Central Valley GSPs have established minimum thresholds—or failure points—that, if reached, would allow up to 85% of domestic wells to go dry or be impacted. Other draft GSPs propose allowable groundwater quality contamination to exceed safe drinking water standards by as much as 20%, which is illegal under the state's water quality statutes. Even worse, some GSPs ignore

water quality impacts entirely. Some Groundwater Sustainability Agencies insinuate that any negative impacts to water quantity or quality caused by GSPs can be ameliorated by the Fund—thus threatening to turn the Governor’s signature safe water act into merely a slush fund to cover failed GSPs. As we have seen from past droughts, it is an extremely expensive proposition for the State to step in once entire communities have lost water.

With these grave concerns in mind, we urge the state to live up to its responsibility to secure the Human Right to Water for all Californians. California must align implementation of SGMA with the implementation of the Fund and Governor Newsom’s safe water goals by taking the following immediate and short-term actions:

- **DWR should publicly endorse and disseminate the State Water Board's SGMA fact sheet on water quality and propose a process for joint evaluation of GSPs by January 2020.** DWR's failure to fully endorse SGMA fact sheet could invite the impression that this important State Water Board guidance can be ignored or is of lesser importance, and that there is division between the two agencies despite the statutory requirement that DWR implement SGMA in consultation with the State Water Board.
- **DWR should require GSAs to conduct a drinking water impact analysis** which identifies how the GSPs will impact groundwater levels and water quality of those dependent on groundwater for drinking water resources in the GSP area.
- **DWR and the Board should require GSAs to develop a drinking water well mitigation plan** to address declining groundwater levels and water quality impacts caused by the management actions of the GSAs to vulnerable populations like low-income domestic well owners and small community water systems. **DWR should not approve GSPs that will cause disproportionate harm to disadvantaged communities, and absolutely not without adequate protections in place.**
- **DWR should work closely with the State Water Board in reviewing all GSPs to ensure Plan implementation does not impair successful implementation of the newly passed Safe and Affordable Drinking Water Fund.** With this in mind, the Board should review every GSP to identify potential impacts to safe drinking water access for vulnerable communities and that undermine the Human Right to Water—which should then be ameliorated through either 1) a finding of inadequacy and referral to the State Water Board, or 2) the development of specific proposed changes that address the negative impacts that proposed GSPs may cause to access to safe drinking water for vulnerable communities. The types of specific proposed changes that should be considered include revising a GSP’s proposed sustainable management criteria, revising management actions and projects to prevent further impacts to drinking water access, and/or developing a drinking water well mitigation program and accompanying funding mechanism. An appropriate funding mechanism would be GSP fee structures, not the new Safe and Affordable Drinking Water Fund.

Hundreds of California communities rely on successful implementation of SGMA to protect sources of drinking water through sustainable groundwater management. More broadly, successful implementation of the Safe and Affordable Drinking Water Fund depends on Plans that protect drinking water. We cannot have one without the other. As the Department of Water Resources prepares to review dozens of GSPs

next year, it must also be prepared to protect communities by not approving GSPs that do not adequately protect access to safe drinking water. DWR must work closely with the State Water Board in evaluating GSPs. The health of our families and our communities depends on it - as well as the environment, which also suffers when unsustainable plans are approved. We must all work together to achieve a vision of a California that provides safe water and a safe environment for all.

Thank you for consideration of our comments. We would welcome a further conversation on this important matter and would be happy to meet to discuss further.

Sincerely,

Jennifer Clary
Water Program Manager
Clean Water Action

Michael Claiborne
Senior Attorney
Leadership Counsel for Justice and Accountability

Matthew Baker
Policy Director, Planning & Conservation League
Planning and Conservation League

Jackie Rutheiser
Senior Policy Advocate
California Alliance of Child and Family Services

Jim Lindburg
Legislative Director
Friends Committee on Legislation of California

Steve Fleischli
Senior Director, Water Initiative, Healthy People &
Thriving Communities Program
NRDC

Sergio Carranza
Executive Director
Pueblo Unido CDC

Raven Stevens
Board Member
W.A.T.E.R.

Lisa Hunt, PhD, PE
Director of California River Restoration Science
American Rivers

Sandi Matsumoto
Associate Director, CA Water Program
The Nature Conservancy

Susana De Anda
Executive Director and Co-Founder
Community Water Center

Tom Collishaw
President & CEO
Self-Help Enterprises

Arnie Sowell Jr.
Executive Director
NextGen California

Samuel Molina
CA State Director
Mi Familia Vota

Sean Bothwell
Executive Director
California Coastkeeper Alliance

Tara Moran, PhD
Program Lead, Sustainable Groundwater
Water in the West, Woods Institute for the
Environment
Stanford University
(Signing in my individual capacity)

Horacio Amezcua
Manager
San Jerardo Cooperative

Brandon Dawson
Policy Advocate
Sierra Club California

Genevieve Gale
Executive Director
Central Valley Air Quality Coalition

Susan Harvey
President
North County Watch

Bill Allayaud
California Director of Government Affairs
Environmental Working Group

Suzanne Anarde
CEO
RCAC

Stephen R. Gliessman,
winegrape grower, Cuyama Valley, Condor's Hope
Ranch
Professor Emeritus University of California Santa Cruz

J. Pablo Ortiz-Partida, Ph.D.
Western States Climate and Water Scientist
Union of Concerned Scientist

Chione Flegal
Managing Director
PolicyLink

Nayamin Martinez, MPH
Director
Central California Environmental Justice Network

Samantha Arthur
Conservation Project Director
Audubon California

Mark Carlson
Lutherans Restoring Creation - California

Chris Malan
Chair
North Coast Stream Flow Coalition

Eric Wesselman
Executive Director
Friends of the River

Jon Rosenfield, Ph.D.
Senior Scientist
San Francisco Baykeeper

Lucy Hernandez
Member
AGUA Coalition

Caryn Mandelbaum
Water Program Director
Environment Now

Kim Delfino
California Program Director
Defenders of Wildlife

Nathaniel Kane
Staff Attorney
Environmental Law Foundation

Roberta M. Jaffe
Chair, Cuyama Basin GSA Standing Advisory
Committee (title for identification purposes only)
winegrape grower Cuyama Valley, Condor's Hope
Ranch

Karen L. Bohlke, Ed.D.
Director Government and External Relations
Martin Luther King Jr. Freedom Center

Chione Flegal
Managing Director
PolicyLink

DeAngelo Mack
Director of State Policy
Public Health Advocates

Torri Estrada
Executive Director and Director of Policy
Carbon Cycle Institute

Carol Moon Goldberg
President
League of Women Voters

Brenda Adelman
Board Chair
Russian River Watershed Protection Committee

Noe Paramo
Co-Director Sustainable Rural Communities Project
California Rural Legal Assistance Foundation

Diana Vazquez
Policy Manager
CEJA

Melissa Romero
Legislative Affairs Manager
California League of Conservation Voters &
California League of Conservation Voters Education
Fund

Spreck Rosekrans
Executive Director
Restore Hetch Hetchy

Kristin Cooper / Kevin McGrath
Owners
North State Water Treatment

Espe Vielma
Executive Director
EJCW

Doug Emery
Citizen Community Health & Awareness Advocate
Santa Rosa Plain

Cuyama Valley Community Association Board

Members

Brenton Kelly
Margaret Brown
Pamela Baczuk
Alison Mann
Alex Guerrero
Nicole Furstenfeld

CC:

Ana Matosantos
Jason Elliot
Rachel Wagner
Christine Hironaka
Kristin Peer
Yana Garcia
Cindy Messer
Taryn Ravazzini
Laurel Firestone
Eileen Sobeck
Natalie Stork
James Nachbar
Eric Oppenheimer
Karen Ross
Alf Brandt
Kip Lipper
Catherine Freeman
Josh Tooker
Susan Chan
Dennis O'Conner
Gabrielle Meindl
Joanne Roy

ATTACHMENT
III.C

Delta Conveyance Environmental Review Notice of Preparation Overview

January 2020



The Department of Water Resources (DWR) is pursuing an environmental review process to evaluate a single tunnel option to modernize Delta conveyance under the California Environmental Quality Act (CEQA). The first step in this process is release of a Notice of Preparation (NOP). The NOP informs agencies and the public about the preparation of the Environmental Impact Report (EIR) and solicits input on the scope and content of the EIR, including information needs, potential project effects and mitigation measures, and possible alternatives to the proposed project.

Modernizing Delta conveyance is part of the state's Water Resilience Portfolio, which describes the framework to address California's water challenges and support long-term water resilience and ecosystem health.

CEQA FAST FACTS

- **Who is the CEQA Lead Agency?** California Department of Water Resources
- **What's in a NOP?** A Notice of Preparation includes a description of the Proposed Project, including Project Objectives, Project Area, and Project Facilities, probable environmental effects of the project, scoping meeting details and deadline for submittal of comments.
- **What is the Purpose of Environmental Review?** Prior to approval of a project, CEQA requires an agency to prepare an EIR that will identify, analyze and disclose the significant adverse environmental impacts of a proposed project, and provide feasible mitigation measures and alternatives to avoid or reduce such effects.
- **What Resource Areas will be Studied?** The EIR will evaluate topics including but not limited to:
 - water supply
 - groundwater
 - water quality
 - geology and seismicity
 - soils
 - fish and aquatic resources
 - terrestrial biological resources
 - land use
 - recreation
 - aesthetics
 - cultural resources
 - transportation
 - utilities
 - energy
 - air quality
 - noise
 - hazardous materials
 - public health
 - mineral resources
 - climate change and growth

PURPOSE AND OBJECTIVES

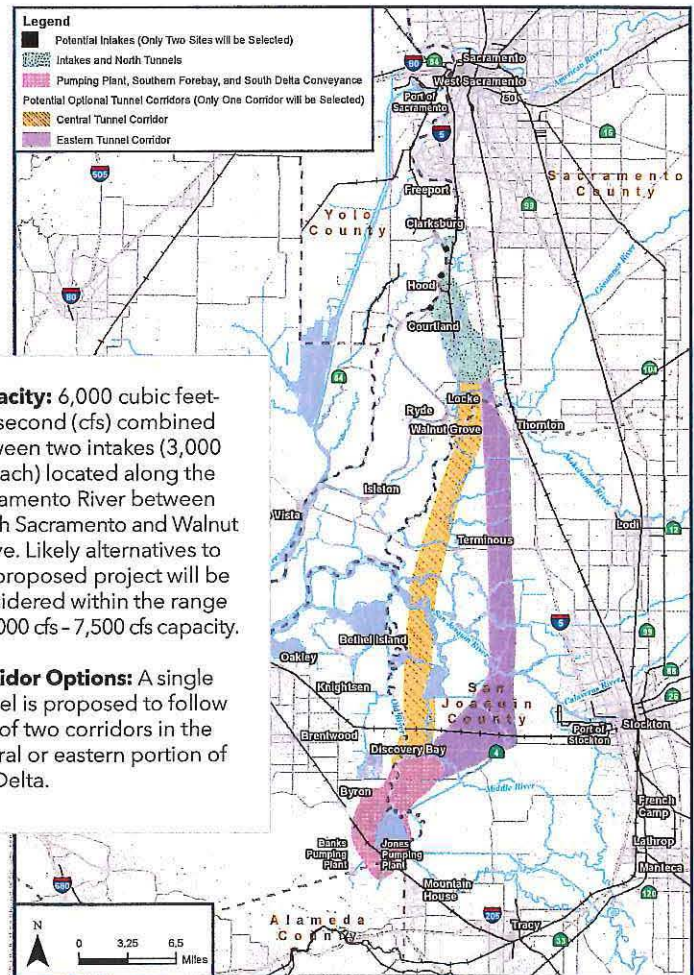
To assist in the development of a reasonable range of alternatives that will be analyzed in the EIR, DWR has identified the following purpose and objectives for the proposed Delta Conveyance Project.

Purpose: Develop new diversion and conveyance facilities in the Delta necessary to restore and protect the reliability of water deliveries in a cost-effective manner, consistent with the State's Water Resilience Portfolio.

Objectives:

- Address sea level rise and climate change
- Minimize water supply disruption due to seismic risk
- Protect water supply reliability
- Provide operational flexibility to improve aquatic conditions in the Delta

PROPOSED DELTA CONVEYANCE PROJECT FACILITIES



DELTA CONVEYANCE ENVIRONMENTAL COMPLIANCE MILESTONES

This schedule details the actions associated with the environmental review process under CEQA and other required environmental compliance activities and is subject to change. There are several opportunities for public involvement throughout the process.

CEQA

- Public scoping
- Proposed Project Preliminary Design
- Alternative Identification and Design
- Impact Analysis
- Draft EIR
- Public Review
- Comment Responses
- Final EIR
- Notice of Determination

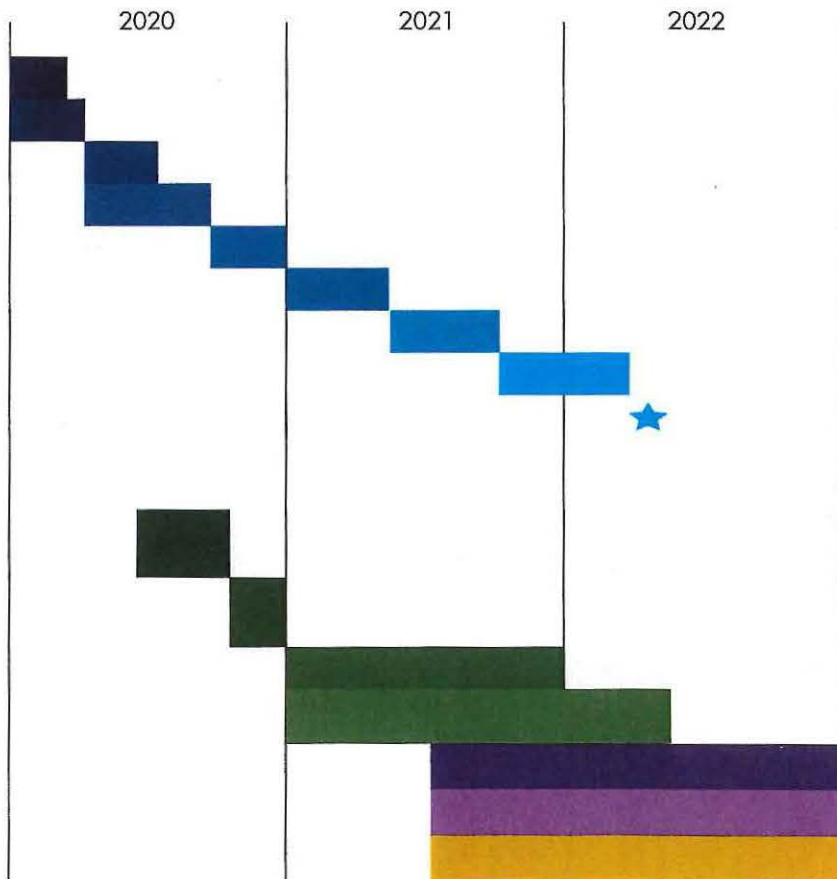
ESA/CESA

- Draft Biological Assessment and Incidental Take Permit Application
- Final Biological Assessment and Incidental Take Permit Application
- Biological Opinion
- Incidental Take Permit

Water Rights

Delta Plan Consistency

Other Environmental Permits



HOW TO COMMENT | Comments Due: March 20, 2020



Email: DeltaConveyanceScoping@water.ca.gov



Mail: Delta Conveyance Scoping Comments, Attn: Renee Rodriguez, Department of Water Resources, P.O. Box 942836 Sacramento, CA 94236



Attend a Public Meeting: Several public scoping meetings will be held throughout the state as an opportunity to get information and submit comments on the scope of the EIR.

Sacramento | 2/3/20, 1:00 p.m. – 3:00 p.m. | CA EPA Building | 1001 I Street, Sacramento

Los Angeles | 2/5/20, 6:00 p.m. – 8:00 p.m. | Junipero Serra State Building
320 West Fourth Street, Los Angeles

Walnut Grove | 2/10/20, 6:00 p.m. – 8:00 p.m. | Jean Harvie Community Center
14273 River Road, Walnut Grove

San Jose | 2/12/20, 6:00 p.m. – 8:00 p.m. | Santa Clara Valley Water District Board Room
5750 Almaden Expressway, San Jose

Stockton | 2/13/20, 6:00 p.m. – 8:00 p.m. | San Joaquin Council of Governments,
Board Room | 555 Weber Avenue, Stockton

Clarksburg | 2/19/20, 6:00 p.m. – 8:00 p.m. | Clarksburg Middle School Auditorium
52870 Netherlands Road, Clarksburg

Brentwood | 2/20/20, 6:00 p.m. – 8:00 p.m. | Brentwood Community Ctr,
Conference Room | 35 Oak Street, Brentwood

About Comments

All comments received during the scoping period will be considered in the development of the Draft EIR. DWR is seeking public input on the scope of issues to be addressed in the EIR and input about alternatives that meet the project's objectives.

For more information, contact:

Para más información por favor llame al
Để biết thêm thông tin, xin gọi số
Para sa karagdagang impormasyon,
mangyaring tumawag sa
如欲瞭解更多資訊, 請致電
Kom tau lus qhia ntxiv, thov hu
សំរាប់ព័ត៌មានថែមទៀត សូមទូរស័ព្ទមកលេខ

1-866-924-9955



www.water.ca.gov/deltaconveyance