

STAFF

Steve Schwabauer, General Manager
Jennifer Spaletta - General Counsel
Roger Masuda - Special Counsel
Shasta Burns - Deputy Secretary
Daniel de Graaf - District Engineer
Robert Granberg – Interim General Manager

BOARD OF DIRECTORS

President - Joe Valente
Vice President – Jason Colombini
Secretary - David Simpson
Treasurer - Charles Starr II
Director - Marden Wilber

**NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
NOTICE OF MEETING AND PUBLIC HEARING AND AGENDA FOR
REGULAR MEETING OF THE BOARD OF DIRECTORS**

**Monday, February 26, 2024
2:00 p.m.
Lodi Grape Festival Grounds- Barrel Room
413 E. Lockeford St, Lodi CA 95240**

The agenda and all noted documentation may be viewed and downloaded at www.nsjgroundwater.org . Requests to receive the agenda and documentation by e-mail may be submitted in writing to the Secretary of the Board. The NSJWCD printed agendas are posted at the District’s location of business at: 498 E. Kettleman Lane, Lodi. The District’s mailing address is: PO Box 334, Victor CA 95253.

NOTICE: Members of the public may address the Board of Directors concerning any agenda item during the Board’s consideration of that item. The public may address non-agenda items at the end of the regular meeting. No action will be taken on those items; however, the Board may agendaize items for future consideration.

- 1. Call to Order - Roll Call - Acceptance of Agenda**
- 2. Correspondence/Announcements**
- 3. Action Items**

Any and all of the following agenda items are subject to action being taken by the Board of Directors by motion, resolution or ordinance.

Action items may be added to the agenda upon determination by a majority vote of the Board that an emergency exists, as defined by state law, or by a 2/3 vote of the Board that (1) there is a need to take immediate action; and (2) that the need for action came to the District’s attention after the agenda was posted.

A. CONSENT CALENDAR

- 1. Approval of the Minutes for the Regular Scheduled Board Meeting on January 29, 2024 (*attachment 1*). **pages 4-7**

B. FINANCIAL

- 1. Receive and Approve February 2024 NSJWCD Monthly Treasurer’s Report and Summary of Accounts and Transfers (*attachment 2*) **page 8**
- 2. Approve Payment of Bills (*attachment 3*) **pages 9-10**
- 3. Possibly draw from the Farmers & Merchants Line of Credit
- 4. Adopt **Resolution 2024-01** Adopting Groundwater Charge Appeal Rules. (*attachment 4*) **pages 11-15**

C. CONTRACTS

1. Authorize Staff to establish program for Riparian Pumpers to take delivery of Permit 10477 Water for Non-Riparian adjacent land and file Minor Change Request to add Point of Diversion Notice of Exemption/Mitigated Negative Declaration for Borra Project. (attachment 5) **pages 16, 17**
2. Execute Grant Administration Agreement For State Water Efficiency & Enhancement Program (SWEEP) Block Grant Between Stockton East Water District, South San Joaquin Irrigation District, and North San Joaquin Water Conservation District (attachment 6) **pages 18-55**
3. Authorize General Manager to enter contract with WGR Southwest to perform water quality testing for the South System related to the Victor Storm water. (Not to exceed \$10,000) (attachment 7) **pages 56-59**

CI. SYSTEM AND PROJECTS

1. Hydrofocus Report on Ground Water Monitoring
2. Engineer's Report and Operations Plan – handout at meeting
3. North System
 - i. Reynolds Recharge Update
 - ii. Progressive Design-Build Procurement Update
 - iii. Lakso- Authorize Staff to bid and award a contract to install a quarter mile 10-inch PVC lateral from the AVID pipeline to connect to an existing flood irrigation system on the Lakso Property for a price not to exceed \$20,000 (Attachment 8) **page 60**
 - iv. Irrigation District Number 4, Petition for Formation (attachment 9)
4. South System **page 61**
 - i. South System Phase II Update
 - ii. South System Phase III Design Plan
5. Cal-Fed/Woodbridge
6. Tracy Lake ID

CII. Grant Activity

1. Consero report (attachment 10) **page 68**

CIII. Strategic Plan Activity

1. Town hall follow up

CIV. Groundwater Charge

CV. Sustainable Groundwater Management Act/ GWA Activity

CVI. SJC Mokelumne River Application Update

CVII. Bay Delta Flow Program Update/Voluntary Agreements

CVIII. Landowner communications

CIX. Board Planning Calendar

4. Director and Staff Reports

A. Directors Reports

B. Committee Reports

C. Other

- a. Appoint Director to fill Fifth District Board Vacancy (Handout with applicants at meeting) (attachment 11) **pages 71-73**

5. Public Comment on Items Not on the Agenda

Interested persons in the audience are welcome to introduce any topic within the jurisdiction of the NSJWCD Board. The time allowed for each speaker for comments made by the public is limited to 3 minutes. Matters presented under this agenda item may be discussed, but no action can be taken by the Board at this meeting except as follows:

- Briefly respond to statements made or questions raised.
- Ask a question for clarification.
- Provide a reference to staff or other resources for factual information.
- Request staff to report back at a subsequent meeting.
- An individual Board member or the Board itself may have the matter placed on a future agenda.

6. Closed Session – 4 items

Closed Session pursuant to Section 54956.9(a) Existing Litigation
CONFERENCE WITH LEGAL COUNSEL – *California Sportfishing Protection Alliance v. Eastern San Joaquin Groundwater Authority, et al., Stanislaus County Superior Court, Case No. CV-20-001720*

Closed Session pursuant to Section 54956.9(a) Anticipated Litigation – one case
Bay Delta/Flow Proceeding

Closed Session pursuant to Government Code Section 54956.8 Real Property Negotiations– North System Easements and Leases – Negotiators are General Counsel Jennifer Spaletta and General Manager Steve Schwabauer

Return to Open Session

All reportable actions taken in closed session will be announced in open session following the closed session and will be duly noted in the official minutes of the meeting.

7. Motion to Adjourn

Next Regular Meeting March 25, 2024 from 2:00 PM- 4:00 PM

Lodi Grape Festival Grounds- Barrel Room

413 E. Lockeford St, Lodi CA 95240

Action may be taken on any item

Agendas and Minutes may also be found at [http:// www.NSJGroundwater.org](http://www.NSJGroundwater.org)

Note: If you need disability-related modification or accommodation in order to participate in this meeting, please contact North San Joaquin Water Conservation District Staff at (209) 712-1693 at least 48 hours prior to the start of the meeting

NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS

Lodi Grape Festival Grounds – Barrel Room
413 E. Lockeford Street, Lodi CA
Zoom - Teleconference Meeting

Monday, January 29, 2023

REGULAR MEETING MINUTES

MEETING WAS ALSO AVAILABLE BY ZOOM TELECONFERENCE

- 1. Call to Order - Roll Call - Acceptance of Agenda** - The meeting was called to order by President Valente at 2:03pm. A motion for the acceptance of the Agenda, made by Secretary Simpson, second by Treasurer Starr. Motion passed unanimously 4/0/0.

President Joe Valente - Area 3
Vice President Jason Colombini - Area 2
Secretary David Simpson – Area 1
Treasurer Charles Starr – Area 4
Director – Area 5 - Vacant

General Counsel Jennifer Spaletta
Special Counsel Roger Masuda - Absent
Daniel deGraaf – District Engineer
Deputy Secretary Shasta Burns
General Manager – Steve Schwabauer

- 2. Correspondence/Announcements-** President Valente reported that Director Marden Wilber has passed away. Marden was the longest tenured board member on the board of directors. Additional information on Mr. Wilber will be given as received.

- 3. Action Items** Note: Votes recorded as: For/Against/Abstention (name)

A. CONSENT CALENDAR

1. Approval of the Minutes of the Regular Scheduled Board meeting on December 18, 2023- A motion to approve the Minutes of the Regular Scheduled Board Meeting on December 18, 2023, made by Secretary Simpson, second by Vice President Colombini. Motion passed 4/0/0.

B. Financial Matters

1. Receive and File January 2024 NSJWCD Monthly Treasurer’s Report and Summary of Accounts and Transfers presented to the board. Perla from Butterfield + Company prepared financial statements for Board action. A motion to approve January 2024 NSJWCD Monthly Treasurer’s Report and the correction to Arnaudo line item not for “Newsletter” invoicing, by Treasurer Starr, second by Vice President Colombini. Motion passed 4/0/0
2. Approve Payment of Bills- A motion to approve payment of bills recommendation listed on page 12, 13 in the board meeting packet Summary of Bills with the addition of 3 additional Stoel & Rivas invoices in the amount of \$8,632.80, Pacific Southwest Irrigation for \$21,607,34, the negotiation of deGraaf Irrigation December invoice done by General Manager Schwabauer,

and to write a warrant from the County Groundwater Charge account for \$200,000 deposited into the General Farmers and Merchants account made by Secretary Simpson, second by Treasurer Starr. Motion passed 4/0/0.

3. Authorize General Manager to Reimburse Arnaudo Construction for the \$94,950 deposit on the \$105,500 North System Phase 1b pipe purchase- A motion to approve \$94,950 deposit on North System Phase 1b pipe purchase made by Vice President Colombini, second by Treasurer Starr. Motion passed 4/0/0
4. Provide Direction to Staff on whether to notice and agendize groundwater Charge Adjustment Hearing - General Manager Schwabauer reviewed staff report in detail with General Counsel Spaletta. Direction to staff to notice and agendize groundwater Charge Adjustment Hearing bring back to the board for review.

C. Contracts

1. Authorize General Manager to Negotiate for and Hire at Will Part Time Staff for Maintenance, Operations and Translation Service- A motion to authorize General Manager to negotiate for and hire at will part time staff for maintenance, operations and translation service and retroactive payment for work they have done so far, made by Vice President Colombini, second by Secretary Simpson. Motion passed 4/0/0
2. Ratify General Managers Approval of Contract with WGA to perform survey work for North System Pump Station Easement – General Manager reviewed that surveying markers are completed, and the need for easement surveying still needs to be done for PG&E service needs. A motion to ratify General Managers approval of Contract with WGA to perform work for the North System Easement and amend contract to make sure the district has access to pump station made by Secretary Simpson, second by Treasurer Starr. Motion passed 4/0/0
3. Board Approval of Contract with Pacific Southwest Irrigation for installation of New Pump Discharge (\$8,643.01) – Engineer deGraaf reviewed the discharge and flow meter issues on the New Pump discharge at the Cal-Fed Recharge site. Engineer deGraaf will review plans with Sea Metrics and bring back an itemized quote for additional modifications to present to the board.

D. System and Projects

1. Hydrofocus Report on Groundwater Monitoring – No update at this time.
2. Engineer's Report and Operations Plan– Engineer deGraaf gave an overview of where the district stands on each project – Report was presented at the start of the board meeting and is available upon request. A motion to approve Proposed Change Order was presented from Bockman & Woody for the labor, materials, and equipment to supply and change out the control block in the amount of \$6,136.80 made by Secretary Simpson, second by Vice President Colombini. Motion passed 4/0/0
3. North System -
 - i. Reynolds Recharge Update- Recharge project resumed operation on the

20th after replacement of temporary floating pump with the mobile skid mounted pump and new fish screen which occurred on January 5th.

ii. Progressive Design- Build Procurement Update – Responses are due Thursday February 1, 2024. Review board is recommended for review. Jason Colombini and Charlie Starr will be available as a subcommittee for the Design Build review.

iii. Lakso – Approval of AVID Construction for Lay Flat Pipe- no update at this time.

4. South System

i. South System Phase II Update-

1. Arnaudo Contract Change Orders- Arnaudo Change Orders were discussed in the above action items – No update.

ii. South System Phase III Design Plan – 60% plans were completed for review. No update at this time.

5. Cal-Fed/Woodbridge –

i. Notice of Emergency Repair – action taken in above financial items.

6. Tracy Lake ID – No update at this time. Landowners would like to wait until Spring to make any additional water decisions.

E. Grant Activity

1. Consero report – General Manager Schwabauer reviewed the Consero Solutions monthly report on funding opportunities from staff report presented in the board meeting packet.

F. Strategic Plan Activity

1. Town Hall agenda – Town Hall is scheduled for February 22, 2024. Proposed Agenda in the board meeting packet for review.

2. Water Delivery Report – Report given by district Engineer deGraaf and in the board meeting packet. For review purposes and will be presented at the Town Hall Meeting.

3. Comment on and Approve Strategic Plan Report Card

G. Groundwater Charge - Processing appeals and preparing direct billing at this time.

H. Sustainable Groundwater Management Act/GWA Activity – Vice President Colombini attended the last scheduled meeting. The Steering Committee looked at increased budget associated with additional work from consultant, and additional increase in adopting drywell monitoring in the near term.

I. SJC Mokelumne River Application Update – No update at this time.

J. Bay Delta Flow Program Update/Voluntary Agreements –Final signed version of grant was signed and delivered today.

K. Landowner Communications – Workshop will be held on February 22, 2024 at the Grape Festival Grounds- change of location to Chardonnay Hall. Same time from 9:00 am-11:30 am with a SWEEP workshop to follow.

L. Board Planning Calendar- Request letter will be written to EBMUD for water

delivery in 2024.

4. Director and Staff Reports

A. Director's Report – No report at this time.

B. Committee Reports – No reports at this time.

C. Other -

a. Establish Process to Replace Board Vacancy – General Manager Schwabauer reviewed the vacancy process. Recommendation to direct General Manager to notify the elections official of the vacancy, establish plan to replace Board Vacancy by appointment; Appoint two Board Members to approve and post a notice of vacancy, and board application; and announce an interview and appointment date of February 29 at 2:00 PM.

5. Public Comment – No comments at this time.

6. Closed Session – The Board entered closed session at 4:29 PM and came out of closed session at **5:02 PM. Return to Open Session** – President Valente returned the meeting to open session and announced there was no further reportable action.

7. Adjournment - Motion to adjourn the NSJWCD Regular Meeting on January 29, 2024 made by Vice President Colombini, second by Treasurer Starr. Motion passed 4/0/0 Meeting adjourned at 5:03 PM.

The next regular scheduled Board Meeting February 26, 2024, from 2:00 PM - 4:00 PM.

The above minutes of the North San Joaquin Water Conservation District Board of Directors Meeting of January 29, 2024

Respectfully submitted:

Shasta Burns, Deputy Secretary

North San Joaquin Water Conservation District

Treasurer's Report

February 2024 – Monthly Summary of Accounts

As of February 26, 2024

The chart below is a summary of account information including account balances and transactions since the last scheduled Board meeting (January 2024). The attached reports are prepared by Butterfield + Co., CPAs, Inc. for the month of February 2024. Additional attachments that follow include accounts payable, recommendations for bill payments and transfers as noted herein.

NSJWCD Accounts Summary -January 29, 2024	Beg Balance as of 1/29/24 with approved transfers	Transfer authorized after last meeting	Payments after last meeting	Revenue Received after last meeting	Current Balance February 21, 2024	Proposed bills to be paid today	Proposed Transfers	Ending balance February 26, 2024
F&M Checking	59,917.62	200,000.00	(191,885.62)	-	68,032.00	(1,350,628.48)	1,350,000.00	67,403.52
County GW Fund	1,357,429.94	(200,000.00)	-	8,606.00	1,166,035.94	-	(1,150,000.00)	16,035.94
County Account Fund	222,130.66	-	-	2,811.13	224,941.79	-	(200,000.00)	24,941.79
ID#3	195,087.02	-	-	13,498.35	208,585.37	-	-	208,585.37
Tracy Lake O&M	4,333.44	-	(89.10)	-	4,244.34	-	-	4,244.34
Totals	\$ 1,838,898.68	\$ -	\$ (191,974.72)	\$ 24,915.48	\$ 1,671,839.44	\$ (1,350,628.48)	\$ -	\$ 321,210.96

Payments after last meeting		Revenue Received after last meeting		Classes	Proposed bills to be paid today
ADP - Fees	(75.40)				
Amazon	(568.91)	Interest Income GW	8,606.00	Dream Project	(9,936.82)
Arnaudo Const	(94,950.00)	Property Taxes Gen	772.13	General Exp	(24,997.55)
Central Valley Flood	(2,000.00)	Interest Income Gen	2,039.00	Groundwater Mgmt	(8,448.40)
Coloring Book	(1,471.88)	Interest Income ID#3	6.85	Handel Lateral	(7,897.50)
Costco	(611.23)	Assessments ID#3	13,491.50	N. System Phase 1	(42,525.13)
deGraaf Eng.	(32,126.98)			North System Phase 2	(541,795.00)
Dropbox	(11.99)			Operations Fund	(32,868.76)
Landglide	(99.99)			Planning Fund	(5,955.00)
Microsoft	(48.00)			Recharge Lakso	(6,784.14)
Misc debits (meals, etc)	(385.01)			South System 1	(875.83)
Pacific Coast Seed	(590.24)			South System 2	(631,648.00)
Pacific Southwest	(21,607.34)			South System 3	(7,030.49)
Payless Bldg Supply	(80.68)			TLID	(29,865.86)
Payroll	(20,438.48)				
PG&E	(6,821.84)				
PGE TLID	(89.10)				
State Compensation	(1,356.08)				
Stoel Rives	(8,632.80)				
Zoom	(8.77)				
Total	\$ (191,974.72)	Total	\$ 24,915.48	Total	\$ (1,350,628.48)

North San Joaquin Water Conservation District Unpaid Bills by Vendor

Accrual Basis

All Transactions

Type	Date	Num	Source Name	Memo	Account	Class	Open Balance
ABS Direct Inc							
Bill	01/22/2024	134586	ABS Direct Inc	Newsletter	6175 · Public Outreach	-G&A	1,298.45
Total ABS Direct Inc							1,298.45
Arnaudo Construction, Inc.							
Bill	05/31/2023	RET- SS II App No. 1	Arnaudo Construct...	Progress Billing	6115.5 · Pipeline	Capital Outlay:South System Phase 2	31,300.50
Bill	05/31/2023	RET- SS II App No. 1	Arnaudo Construct...	Handel Lateral Junction Box	6115.5 · Pipeline	Capital Outlay:Handel Lateral	585.00
Bill	12/26/2023	SS II - App No. 4	Arnaudo Construct...	48" RCP	6115.5 · Pipeline	Capital Outlay:South System Phase 2	651,364.81
Bill	01/19/2024	RET NS 1B - App No1.	Arnaudo Construct...	42" Pipe	6115.5 · Pipeline	Capital Outlay:North System Phase 1	10,550.00
Bill	01/24/2024	SS II - App No. 5	Arnaudo Construct...	42" Pipe	6115.5 · Pipeline	Capital Outlay:South System Phase 2	7,350.00
Bill	01/24/2024	SS II - App No. 5	Arnaudo Construct...	(Retainage \$660.00)	6115.5 · Pipeline	Capital Outlay:Handel Lateral	5,850.00
Bill	02/09/2024	NS 1B - App No. 2	Arnaudo Construct...	42" Pipe	6115.5 · Pipeline	Capital Outlay:North System Phase 2	590,800.00
Total Arnaudo Construction, Inc.							1,297,800.31
AVID Water LLC							
Bill	02/02/2024	306934F-IN	AVID Water LLC	Lakso Pipeline	6115.5 · Pipeline	Capital Outlay:Recharge Lakso Project	3,684.74
Total AVID Water LLC							3,684.74
Butterfield & Co.							
Bill	01/31/2024	106347	Butterfield & Co.	Accounting	6180.1 · Accounting	-G&A	2,681.00
Total Butterfield & Co.							2,681.00
California Dpt of Tax and Fee Admin							
Bill	01/29/2024	L0024517979	California Dpt of T...	Water Rights - 07/01/23-06/30/2024	6166.1 · Fees	-G&A	20.66
Total California Dpt of Tax and Fee Admin							20.66
Consero Solutions							
Bill	01/31/2024	1969	Consero Solutions	Grant Funding Development	6180.3 · Consulting	-Planning Fund	3,335.00
Bill	01/31/2024	1969	Consero Solutions	Community Engagement	6180.3 · Consulting	-Planning Fund	2,620.00
Bill	01/31/2024	1969	Consero Solutions	Other Duties	6180.3 · Consulting	-G&A	2,650.00
Total Consero Solutions							8,605.00
de Graaf Engineering, Inc.							
Bill	02/08/2024	1136	de Graaf Engineer...	General	6180.42 · General Engineering	-G&A	1,975.82
Bill	02/08/2024	1137	de Graaf Engineer...	Water Rights	6180.49 · Water Rights	-G&A	396.00
Bill	02/08/2024	1138	de Graaf Engineer...	District Wide Revenue Source	6180.42 · General Engineering	-G&A	144.00
Bill	02/08/2024	1139	de Graaf Engineer...	Grant Funding	6180.42 · General Engineering	-G&A	594.00
Bill	02/08/2024	1141	de Graaf Engineer...	South System General	6180.42 · General Engineering	Capital Outlay:South System Phase 1	875.83
Bill	02/08/2024	1142	de Graaf Engineer...	South System Handel Lateral	6180.42 · General Engineering	Capital Outlay:Handel Lateral	2,047.50
Bill	02/08/2024	1143	de Graaf Engineer...	South System II	6180.42 · General Engineering	Capital Outlay:South System Phase 2	1,908.00
Bill	02/08/2024	1144	de Graaf Engineer...	South System III	6180.42 · General Engineering	Capital Outlay:South System Phase 3	7,030.49
Bill	02/08/2024	1145	de Graaf Engineer...	Dream Project	6180.42 · General Engineering	Capital Outlay:Dream Project Pipeline	6,100.50
Bill	02/08/2024	1146	de Graaf Engineer...	North System	6180.42 · General Engineering	Capital Outlay:North System Phase 1	5,147.50
Bill	02/08/2024	1147	de Graaf Engineer...	Operations Cal Fed	6180.42 · General Engineering	.Operations Fund:Woodbridge/Cal-Fed ...	1,074.17
Bill	02/08/2024	1148	de Graaf Engineer...	Operations North System	6180.42 · General Engineering	.Operations Fund:North System O&M	9,203.50
Bill	02/08/2024	1149	de Graaf Engineer...	Operations South System	6180.42 · General Engineering	.Operations Fund:South System O&M	5,258.50
Total de Graaf Engineering, Inc.							41,755.81
Granberg & Associates							
Bill	02/01/2024	18	Granberg & Associ...	General	6180.7 · Project Management	-G&A	1,140.00
Bill	02/01/2024	18	Granberg & Associ...	SS Phase II	6180.7 · Project Management	Capital Outlay:South System Phase 2	2,137.50
Bill	02/01/2024	18	Granberg & Associ...	North System	6180.7 · Project Management	Capital Outlay:North System Phase 1	285.00
Total Granberg & Associates							3,562.50
HydroFocus, Inc							
Bill	01/31/2024	5658-17	HydroFocus, Inc	Hydrologist	6180.5 · Hydrologist	-G&A	3,458.48
Bill	01/31/2024	5658-17	HydroFocus, Inc	Hydrologist	6180.5 · Hydrologist	.Operations Fund:South System O&M	954.50
Bill	01/31/2024	5658-17	HydroFocus, Inc	Hydrologist - GW Monitoring	6180.5 · Hydrologist	Capital Outlay:North System Phase 1	1,266.51
Total HydroFocus, Inc							5,679.49

North San Joaquin Water Conservation District Unpaid Bills by Vendor

Accrual Basis

All Transactions

Type	Date	Num	Source Name	Memo	Account	Class	Open Balance
Joe Peterson							
Bill	02/15/2024	02.15.24	Joe Peterson	March Rent	6200 · Rent	-G&A	300.00
Total Joe Peterson							300.00
Moore Biological Consultants							
Bill	02/01/2024	4241/01-24	Moore Biological ...	North System	6166.2 · Permits	Capital Outlay:North System Phase 1	8,682.05
Total Moore Biological Consultants							8,682.05
Pacific Southwest Irrigation							
Bill	01/18/2024	265460	Pacific Southwest ...	Parts & service labor	6115.6 · Pump Station	Capital Outlay:North System Phase 1	15,009.91
Bill	01/18/2024	265475	Pacific Southwest ...	Extra parts	6115.6 · Pump Station	Capital Outlay:North System Phase 1	11,972.56
Bill	01/30/2024	265643	Pacific Southwest ...	Pick Up Rental	6126 · Equipment Rental	.Operations Fund:Recharge Project O&M	1,282.73
Bill	02/06/2024	266304	Pacific Southwest ...	Repair 8" butterfly valve	6205 · Repairs & Maintenance	.Operations Fund:North System O&M	3,178.63
Total Pacific Southwest Irrigation							31,443.83
Richard Rodriguez Farms							
Bill	02/08/2024	5059	Richard Rodriguez...	Labor Hours	6169 · Peterson Recharge Project	.Operations Fund:Recharge Project O&M	400.00
Bill	02/08/2024	5060	Richard Rodriguez...	Labor Hours	6225 · Teklenburg Recharge Project	.Operations Fund:Recharge Project O&M	450.00
Bill	02/14/2024	2.14.24	Richard Rodriguez...	Labor Hours	6225 · Teklenburg Recharge Project	.Operations Fund:Recharge Project O&M	2,737.50
Bill	02/14/2024	2.14.24	Richard Rodriguez...	Labor Hours	6210 · Reynolds Recharge Project	.Operations Fund:Recharge Project O&M	3,712.50
Total Richard Rodriguez Farms							7,300.00
Shasta Burns							
Bill	02/14/2024	211 - Mileage	Shasta Burns	February Invoice	6228 · Travel	-G&A	241.04
Bill	02/14/2024	211	Shasta Burns	February Invoice	6180.8 · Secretary	-G&A	4,252.50
Total Shasta Burns							4,493.54
Sierra Controls, LLC							
Bill	09/30/2023	124529	Sierra Controls, LLC	Tracy Pump Station	6180.42 · General Engineering	TLID #1	25,840.72
Bill	09/30/2023	124528	Sierra Controls, LLC	Calfed Pump Station Monitor	6180.42 · General Engineering	.Operations Fund:Woodbridge/Cal-Fed ...	4,616.73
Bill	01/31/2024	124771	Sierra Controls, LLC	South System Improvements	6115.5 · Pipeline	Capital Outlay:South System Phase 2	1,456.73
Bill	01/31/2024	124770	Sierra Controls, LLC	Pixley Pump Station	6115.6 · Pump Station	Capital Outlay:Dream Project Pipeline	3,836.32
Bill	01/31/2024	124769	Sierra Controls, LLC	Tracy Pump Station	6180.42 · General Engineering	TLID #1	4,025.14
Total Sierra Controls, LLC							39,775.64
Spaletta Law PC							
Bill	02/14/2024	March Rent	Spaletta Law PC	Rent for March	6200 · Rent	-G&A	700.00
Total Spaletta Law PC							700.00
Stoel Rives, LLP							
Bill	02/14/2024	8000878	Stoel Rives, LLP	General	6180.63 · General Expense	Capital Outlay:North System Phase 1	161.60
Bill	02/14/2024	8000879	Stoel Rives, LLP	GW Charge	6180.63 · General Expense	-Groundwater Management	8,448.40
Bill	02/14/2024	8000877	Stoel Rives, LLP	Water Rights	6180.69 · Water Rights	-G&A	3,182.80
Bill	02/14/2024	8000876	Stoel Rives, LLP	General	6180.69 · Water Rights	-G&A	1,962.00
Total Stoel Rives, LLP							13,754.80
Weber, Ghio & Associates, Inc.							
Bill	02/13/2024	12807	Weber, Ghio & As...	Permits, Design and Bid Support	6180.4 · Engineering Expense	Capital Outlay:North System Phase 2	2,565.00
Bill	02/13/2024	12808	Weber, Ghio & As...	Permits, Design and Bid Support	6180.4 · Engineering Expense	Capital Outlay:North System Phase 2	150.00
Bill	02/13/2024	12809	Weber, Ghio & As...	Permits, Design and Bid Support	6180.4 · Engineering Expense	Capital Outlay:North System Phase 2	7,360.00
Total Weber, Ghio & Associates, Inc.							10,075.00
TOTAL							1,481,612.82

From: Steve Schwabauer, General Manager

RECOMMENDED ACTION: Adopt Resolution 2024-01 adopting Groundwater Charge Appeal Rules.

DISCUSSION:

The Board adopted a Groundwater Charge pursuant to Resolution 2022-09. The Resolution establishes an administrative process to administer and appeal the charge in Appendix B – Landowner Appeal Process. The process calls for an annual appeal which requires staff and landowners to revisit the appeal every single year at significant cost to the District and significant burden to the landowners. District Staff drafted the attached Rules to allow for a three-year life for appeals to reduce the staff cost and landowner burden. The rules state that the District will apply the appealed rate for three years, unless usage increases during that time. The landowner will still owe the actual usage rate and District will be able to retroactively collect the actual rate for three years (the applicable statute of limitations for utility rates.) The rules require landowners to notify the District of increased usage and pay a fine as provided under the California Water Code for failure to provide the required notice.

RECOMMENDATION: Adopt Resolution 2024-01 adopting groundwater charge appeal rules.

FISCAL IMPACT: Unknown potential revenue impacts depending on experience but reduced groundwater charge maintenance costs for District and reduced landowner burden.

RESOLUTION 2024-01
of the Board of Directors of the
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT AND
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT GROUNDWATER
SUSTAINABILITY AGENCY
ADOPTING RULES FOR GROUNDWATER CHARGE APPEALS

WHEREAS, North San Joaquin Water Conservation District and the North San Joaquin Water Conservation District Groundwater Sustainability Agency approved a groundwater charge through Resolution 2022-09 and has taken action each June thereafter to impose the groundwater charge.

WHEREAS, the Landowner Appeals Process laid out in Resolution 2022-09, Engineers Report Attachment, Appendix B (attached hereto) provides that landowners may provide information to the District to adjust a charge through a Landowner Appeals process.

WHEREAS, the District has received more than 300 landowner appeals annually and has found that the appeals are largely the same from year to year and that the annual processing of landowner appeals is burdensome for the landowners and for the District.

THEREFORE, the District desires to establish rules of administrative convenience to enable Landowners Appeals to last multiple years but still protect the District's obligation to impose charges fairly on all parcels based on use of groundwater subject to the charge.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District that the following rules shall apply to landowner appeals of groundwater charges:

1. The following rules do not replace or eliminate the Landowners Appeal Process described in Appendix B to the Engineers Report attached to Resolution 2022-09, but rather supplement that process.
2. Assessor's Roll Collection: The District will obtain the updated San Joaquin County Tax Assessor Roll for the land in the District in March of every year or as soon thereafter as it is available.
3. Notice of Proposed Charge: The District will mail a letter to each Parcel Owner in April or May of each year stating the estimated groundwater use and charge for their parcel based on either (1) the parcel use code and acreage information available to the District from the tax roll, or (2) information provided to the District in a previously approved Landowner Appeal for the parcel.
4. Appeal of Proposed Charge: Parcel Owner may submit an appeal to the District each year with evidence supporting a requested adjustment to the groundwater charge based on a

change in land use or measured groundwater pumping data submitted under penalty of perjury. The appeal must be filed within thirty (30) days of the mailing date of the Notice called for in Rule 3.0 and must contain the information called for in Appendix B to the Engineers Report. Appeals must be submitted on forms provided by District or on the District Website. Information submitted by Parcel Owners is subject to review and investigation by District to verify its accuracy.

5. **Appeal Review:** District staff will review each appeal and make a recommendation to the Board of Directors regarding action on each appeal. The Board of Directors will decide whether or not to accept and appeal in whole or in part at a publicly noticed meeting. Alternatively, the Board may delegate to staff the decision on Landowner Appeals.
6. **Notification of Denied Appeals:** District staff will notify a Parcel Owner if their appeal is not approved. The Parcel Owner may appeal staff's determination not to approve an appeal by filing a written request for review with the Board of Directors. The District will then provide the Parcel Owner ten days written notice of the Board hearing on the appeal.
7. **Appeal Acceptance:** If the District accepts the appeal in whole or in part, District Staff will adjust the groundwater charge for the parcel accordingly before submitting the final list of charges for all parcels to the San Joaquin County Tax Assessor to include on property tax bills, or will work with the Parcel Owner and Tax Assessor to adjust the charges after property tax bills have been mailed if circumstances warrant.
8. **Appeal Life:** For administrative convenience, District approved Landowner Appeals shall remain in effect for a period of three years from the effective date of the sustained appeal, absent changed circumstances. After the conclusion of the three-year period, the District may elect to roll the approved appeal over for another three years or put the parcel back into the regular groundwater charge roll review, in which case the Parcel Owner will need to file a new Landowner Appeal form, if applicable.
9. **Parcel Owners Remain Liable for Groundwater Charges Based on Actual Use:** The District may conduct investigations and impose groundwater charges based on evidence of groundwater use regardless of whether an appeal was previously approved.
10. **Landowner Notice Obligation:** Parcel Owners who file a successful appeal are required to give the District notice of any change in their groundwater use within 30 days of the change. The District will use updated information to impose charges as required, which shall be due and payable within 3-0 days
11. **Retroactive collection of under-charged groundwater charges:** If a landowner fails to give the District of changed circumstances which warrant an increased groundwater charge for their property, the District will retroactively apply the correct usage rate for all years during which the usage rate was different than the charged rate. However, District will not collect

any undercharged rates that should have been charged more than three years before the discovery of the undercharge.

12. Penalty For Failure to Notify District of Change in groundwater usage rate: A Landowner who fails to notify the District of an increase in use of groundwater during the three year appeal life established by these Rules is subject to civil penalties, interest and late fees as provided by law (see e.g. Water Code sections 10732, 75615, 75616)

13. District Collection of Undercharge and Penalty: The undercharge and any applicable interest and penalties may be collected through the County property tax bills.

Passed and adopted this _____ day of _____, 2024, upon motion by Director _____, second by Director _____ and passed by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

CERTIFICATE OF SECRETARY

I do hereby certify that I am the Secretary of the North San Joaquin Water Conservation District and that the foregoing resolution was duly adopted by the Board of Directors of said District at a meeting thereof duly and regularly held at the Grape Festival, Lodi, California on _____ at which meeting a quorum was present and acting, and that said Resolution has not been rescinded or amended in whole or in part and remains in force and effect.

IN WITNESS WHEREOF, I have set my hand and the Seal of the North San Joaquin Water Conservation District on this date: _____.

David Simpson, Secretary

Appendix B – Landowner Appeal Process

District will obtain updated San Joaquin County Tax Assessor Roll for North San Joaquin Water Conservation District in March of each year, or as soon as it is available.

District will mail a letter to each parcel owner in April of each year stating the estimated groundwater use and charge for their parcel based on the parcel use code information available to the District.

Parcel owner may submit an appeal to the District each year (approximately 30 days after the date the District mails the letters with estimated use) with evidence supporting a requested adjustment to the groundwater charge based a change in land use or measured groundwater pumping data (meter readings and/or data file) submitted under penalty of perjury. Appeals must be submitted on forms provided by the District on the District website. Information submitted by landowners is subject to review and investigation by the District to verify its accuracy.

The District Engineer will review each appeal and make a recommendation to the Board of Directors regarding action on each appeal. The Board of Directors will decide whether or not to accept an appeal in whole or part at a publicly noticed meeting.

If the Board of Directors accepts an appeal in whole or part, the District Engineer will adjust the groundwater charge for the parcel accordingly before submitting the final list of charges for all parcels to the San Joaquin County Tax Assessor to include on the property tax bills.

Information Required for an Appeal:

- Landowner name, address, phone and email
- Parcel APN, physical address, acres, current land use
- If land use has changed, explanation of when the change occurred and the prior and new land use
- Measured groundwater pumping data for at least twelve consecutive months prior to submission of the appeal, irrigation system design and operational data with calculated volumes, documentation of actual irrigated acres, or other data that can be used to determine groundwater pumping volumes.
- Evidence to verify the accuracy of the measured data
- Declaration under penalty of perjury that the submitted information is true and correct
- Consent to share the land use information submitted with the San Joaquin County Assessor for purposes of updating the land use codes in the County parcel database to improve accuracy going forward

The Landowner Appeal form for 2022-23 is currently available and posted on the District website at www.nsjgroundwater.org. The appeal form is due by May 30, 2022, for the 2022-23 charge year.

From: Steve Schwabauer, General Manager

RECOMMENDED ACTION: Authorize Staff to

- (1) establish program for Riparian Pumpers to take delivery of Permit 10477 Water for Non-Riparian adjacent land;
- (2) File Minor Change Requests with the State Water Resources Control Board to add Riparian Landowner Points of Diversion to District's permit 10477, and
- (3) File Notice of Exemption/Mitigated Negative Declaration for Borra Project.

DISCUSSION:

A number of landowners along the Mokelumne River have Riparian rights and existing pump stations. Many also have acquired adjacent land over the years that may not have Riparian rights. These adjacent lands are included in the authorized "place of use" for the District's Permit 10477 water right. If the private landowner pump stations were approved as additional "points of diversion" for Permit 10477, the District could sell these landowners water that could be used on the landowners' adjacent non-riparian lands in-lieu of pumping groundwater.

District Staff believe providing Permit 10477 water to these landowners presents a number of advantages. First, delivering this surface water would reduce groundwater pumping. Second, the water can be served with minimal infrastructure costs. This Board recently approved installation of a half mile pipeline for \$1.3 million and issued a SOQ for a pump station with a cost projection of \$5-10 million. Existing Riparian users could likely take water from their existing pump stations with less than \$50,000 in pump upgrades and permit costs. Third, the District must show progress towards using its Permit 10477 water in order to maintain the water right. Last water year the District used less than 3,000 Acre Feet of its 20,000 acre foot water right. While we expect to triple that use this year its clear we have a long way to go. Finally, the project also has potential environmental benefits as Riparian Pumpers would likely be required to upgrade fish screens to current and more fish friendly standards and the District could help guide landowners through this process to improve fishery conditions in the river, which in turn, helps the District maintain its water right.

The concept does come with some counter points. The District is investing significantly in its irrigation delivery systems and dedicating available Permit 10477 water to individual landowner systems would reduce the total amount of Permit 10477 water supply available to deliver through District systems, such as the North and South Systems. However, losing some or all of the water right through lack of use would have same effect.

District staff have discussed the following financial model for the proposal. The landowner bears the cost of the permit to upgrade their pump station, if needed, and install the necessary improvements. The District bears the legal and permit cost to file the Minor Change Application to add the point of diversion. The District then sells Permit 10477 water to the Landowner at a rate that covers the general and administrative costs related to the water right (similar to the current Tracy Lake ID water rate of \$3.00 per af). Since the District is not incurring any O&M costs to deliver water to the individual landowner pumps, it cannot charge these landowners the same rates

that are charged to landowners who receive surface water for irrigation off of the South System, for example. .

District Staff has discussed this concept with one landowner on the Mokelumne River, Steve Borra and he is interested in pursuing the concept. Mr. Borra believes he could take as much as 500 additional acre feet per year of surface water to irrigate land adjacent to his riparian land. Staff is requesting Board authority to negotiate an agreement with Mr. Borra that meets the above program parameters and file a Minor Change Request with the State Water Resources Control Board at a legal and filing cost not to exceed \$10,000 funded by the District's property tax revenue. Staff further requests direction to file an appropriate CEQA notice of determination. Staff anticipates either a notice exemption or negative declaration based on the fact that the project would utilize existing infrastructure and would not change any land uses.

RECOMMENDATION: Authorize Staff to establish program for Riparian Pumpers to take delivery of Permit 10477 Water for Non-Riparian adjacent land, file Minor Change Request to add Point of Diversion for Borra Project, prepare and file appropriate CEQA documents.

FISCAL IMPACT: Expenses of up to \$10,000 in general fund property tax revenue to accomplish minor change application and CEQA documents.

BOARD OF DIRECTORS

P.O. Box E, Victor, CA 95253

From: Steve Schwabauer, General Manager

RECOMMENDED ACTION: Authorize General Manager to Execute Grant Administration Agreement For State Water Efficiency & Enhancement Program (Sweep) Block Grant Between Stockton East Water District, South San Joaquin Irrigation District, And North San Joaquin Water Conservation District.

DISCUSSION:

The Board applied for a Block SWEEP grant in partnership with SEWD and SSJID. The parties need an agreement to govern the administrative details of the partnership. The agreement authorizes SEWD to act as the primary grant administrator and provides that the parties will work together to approve grants in proportion to the split agreed to in the original application. The remainder to cover all parties administrative costs. District staff and Counsel prepared the attached draft with edits from SEWD staff. We are still awaiting comments from SSJID. Accordingly, staff requests authority to sign the attached with non-substantive changes subject to the approval of District Counsel.

RECOMMENDATION: Authorize General Manager to Execute Grant Administration Agreement For State Water Efficiency & Enhancement Program (Sweep) Block Grant Between Stockton East Water District, South San Joaquin Irrigation District, And North San Joaquin Water Conservation District..

FISCAL IMPACT: Up to \$1.7 million in on farm surface water projects on District land that will increase district water sales revenue in amounts to be determined.

GRANT ADMINISTRATION AGREEMENT FOR STATE WATER EFFICIENCY & ENHANCEMENT PROGRAM (SWEEP) BLOCK GRANT BETWEEN STOCKTON EAST WATER DISTRICT, SOUTH SAN JOAQUIN IRRIGATION DISTRICT, AND NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT

Through this Grant Administration Agreement (“Agreement”) entered into on February _____, 2024 (“Effective Date”), by and between Stockton East Water District, a public agency of the State of California (“SEWD”, “Grantee”, or “Agency” as the context dictates), South San Joaquin Irrigation District, a public agency of the State of California (“SSJID” or “Agency”) and North San Joaquin Water Conservation District, a public agency in the State of California (“NSJWCD” or “Agency”), (altogether the “Parties” or “Agencies”) hereby agree as follows:

RECITALS

A. SEWD, SSJID, and NSJWCD are members of the Eastern San Joaquin Groundwater Authority and serve as Groundwater Sustainability Agencies within the Eastern San Joaquin Groundwater Basin.

B. The California Department of Food and Agriculture (“CDFA”) administers the State Water Efficiency and Enhancement Program (“SWEEP”) Block Grant Pilot which provides funding for on-farm projects that enable farmers to invest in irrigation systems that save water and reduce greenhouse gas emissions (the “Projects”). The SWEEP Block Grant Pilot permits public agency partnerships to apply for the Block Grant funding to be administered jointly by the partnering agencies for distribution to farmers and to pay the administrative costs of the grant program incurred by the partnering agencies.

C. The Parties jointly applied for and received a Five Million Dollar (\$5,000,000.00) SWEEP Block Grant award (“Grant Funds”) to be administered by the three Agencies and awarded to sub-recipient farmers within the partner agencies.

D. This Agreement is intended to set forth the terms pursuant to which the Parties will administer the Grant Funds.

E. The process by which the Grant Funds will be disbursed by CDFA to the Parties is set forth and governed by Grant Agreement No. 23-0657-000-SG, a copy of which is attached hereto as **Exhibit A** (the “Grant Agreement”) and the terms of which are herein incorporated by reference. The grant period under the Grant Agreement extends from the date of execution until March 31, 2026, unless terminated earlier. The Grant Agreement provides that all project work must be completed by March 31, 2026 and no funds may be requested after April 30, 2026.

F. The Grant Agreement is reimbursement based. As such, SEWD has set aside One Million Dollars (\$1,000,000.00) to advance administration costs and farmer awards for which it will seek reimbursement through the Grant Agreement on a quarterly basis as costs are incurred and funds are disbursed.

H. The Parties will appoint a SWEEP Grant Committee made up of representatives of each Party to act on their behalf for purposes of project awards, management, oversight, and compliance with the Grant Agreement.

I. The Parties are all familiar with the terms of the Grant Agreement, including without limitation all exhibits thereto. Because not all the Parties are a party to the Grant Agreement, the Parties desire to establish terms and conditions for the Parties' award and use of the Grant Funds.

NOW, THEREFORE, based on the Recitals set forth above and, on the terms, and conditions set forth herein, the Parties agree as follows:

AGREEMENT

The Recitals set forth above constitute an integral part of this Agreement and are incorporated by reference as if fully set forth herein.

1. Term. This Agreement shall commence and be effective among the Parties as of the Effective Date. This Agreement will remain in effect so long as the Grant Agreement is in effect, or until terminated pursuant to its terms.

2. Grantee and Partner Agency. The Parties hereby agree to be the Partner Agencies for their respective Landowner Projects described in Exhibit B to the Grant Agreement (**Exhibit A**). SEWD agrees to serve as the Grantee under the Grant Agreement.

3. Grant Funds.

a. As Grantee, SEWD will be responsible for:

(1) acting as the lead agency for communications and reporting to CDFA pursuant to the Grant Agreement;

(2) disbursing the Grant Funds to the member agencies and, subject to receipt of eligible landowner applications, award to member landowners in the corresponding amounts as set forth in the Scope of Work attached to the Grant Agreement. Such disbursement by SEWD will not conflict with the express terms of Grant Agreement at any time.

b. Pursuant to CDFA requirements (as described more fully in **Exhibit A**), a Partner Agency may invoice SEWD for grant share reimbursement for eligible costs incurred after the Effective Date in their first invoice. Subsequent invoices will include costs incurred by the Partner Agency during the reporting quarter.

4. Agency to Perform Certain Obligations.

a. The Parties acknowledge that in its role as Grantee, SEWD shall be responsible for: (1) consolidating items for submittal to CDFA (2) reporting and invoicing to partner Agencies; (3) receipt of Grant funds from CDFA; (4) timely disbursement of Agency Grants funds; and (5) coordination with CDFA pursuant to the Grant Agreement. The Agencies

(including SEWD in its Agency role) are responsible for all other aspects of performance of and compliance with the Grant Agreement in connection with awards to subrecipient landowners within each Agency. Each Agency shall further perform all of its obligations as an Agency under the Grant Agreement.

b. The Agencies shall be responsible for obtaining and submitting to SEWD all necessary information and documents described in the Grant Agreement at least twenty-one (21) days prior to the time that SEWD is required to submit such items to CDFa. The Agencies shall also be responsible for any overseeing compliance requirements relating to each funded landowner Project. If the Agency fails to timely submit any such information and documents, (i) it shall be deemed a material breach of this Agreement that shall allow the SEWD to suspend its performance hereunder and to otherwise invoke Section 12 of this Agreement and (ii) the Agency shall submit such information and documents within five days written demand from SEWD.

c. Without limiting the breadth of the Project Obligations of the Parties, each Agency shall be responsible for performing the various tasks more particularly described in Exhibit A-Work Plan of the Grant Agreement in accordance with Exhibit B- Budget of the Grant Agreement, and within the time frames specified in the Grant Agreement.

5. Communication with CDFa by Agencies. Notwithstanding any other provision of this Agreement, all materials or other deliverables, and all communications, relating to Grant Agreement or Grant Funds from the Parties to CDFa shall be provided or communicated by SEWD on behalf of the Parties. Each Agency shall provide such deliverables, materials and communications to SEWD for communication to CDFa on that Agency's behalf.

6. Disbursement of Grant Funds.

a. The Grant funds shall be disbursed to, as applicable: (1) individual Agencies cover the costs of Administration by SEWD and each Agency; (2) directly to consultants providing technical assistance to landowners for application support; and (3) subrecipients to pay for approved landowner grants as set forth in the Work Plan attached as Exhibit A to the Grant Agreement (**Exhibit A**).

b. In the event that landowners for an Agency fail to submit sufficient grant applications comprising the full dollar amount assigned in the Work Plan, the Agencies agree to meet and confer in good faith to determine an equitable allocation of the remaining un-allocated funds.

10. General Conditions. The Agencies shall comply with all standard conditions and requirements set forth in the Grant Agreement and shall not fail to take any action that would result in a breach of such standard conditions or requirements.

11. Indemnification. The Parties agree that review or approval of the Project applications, documents, permits, plans and specifications, or other landowner Project information by CDFa and/or SEWD is for administrative purposes only and does not relieve the Agency of its responsibility to properly carry out its own responsibilities with respect to each Project. To the

fullest extent permitted by law, each Agency agrees to indemnify, defend and hold harmless the other Agencies (“Indemnified Person”) against any loss or liability arising out of any claim or action brought against the Indemnified Person from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (i) landowner Projects in the respective Agency except to the extent caused by SEWD’s or the other Agency’s gross negligence or willful misconduct or failure to comply with this Agreement in any material respect. The provisions of this Section shall survive the term of this Agreement.

12. Defaults by the Agency. In the event of a material default by an Agency under this Agreement, SEWD may suspend performance of any and all of its obligations under this Agreement if such default is not cured within ten (10) business days of written notice of default provided by the SEWD to the Agency, without any liability whatsoever to SEWD. If the Agency fails to cure the default, SEWD may take any of the actions set forth in Section 10 of the Grant Agreement with respect to the State, including, but not limited to: (1) terminating this Agreement; (2) declaring that funding be immediately repaid; and (3) terminating any obligation to make future payments to the Agency or its Landowners.

13. Representations and Warranties. Each Agency hereby makes all of the representations and warranties contained in the Grant Agreement, for the benefit of SEWD.

14. Required State Disclosure. Funding for the Project has been provided in full or in part through an agreement with the CDFR. The contents of this document do not necessarily reflect the views and policies of the CDFR, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.

15. Further Assurances. From time to time and at any time after the execution and delivery hereof, each of the Parties, at its own expense, shall execute, acknowledge and deliver any further instruments, documents and other assurances reasonably requested by the other Party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by the other Party, to evidence or carry out the intent of this Agreement.

16. Compliance with Grant Agreement.

a. Notwithstanding any other provision of this Agreement, an Agency shall not take any action or fail to take any action that would result in a breach by SEWD of the Grant Agreement. Each Agency shall be solely responsible for all costs incurred by SEWD of any kind as a result of a breach of the Grant Agreement to the extent such breach resulted from the action or inaction of the Agency.

b. The Parties understand that amendments to the Grant Agreement may be proposed from time to time by either the CDFR and nothing in this Agreement shall be interpreted to prohibit such amendments. However, any proposed amendment to the Grant Agreement shall be provided to the Agency for comment not less than fifteen (15) days before it is executed by SEWD. If a proposed amendment would impose no additional obligations on the Agency if it became a part of the Grant Agreement, or if SEWD is required to execute such amendment in order to maintain the Grant Agreement in full effect, after such fifteen (15) day period it may be executed

by the SEWD and upon such amendment becoming effective it shall be deemed to be a part of the Grant Agreement for all purposes under this Agreement. If a proposed amendment would impose additional obligations on the Agency if it became a part of the Grant Agreement, unless the SEWD is required to execute such amendment in order to maintain the Grant Agreement in full effect, SEWD shall not execute the amendment if the Agency reasonably objects to such execution within the fifteen (15) day comment period. If the Agency does not so reasonably object, or if the Agency subsequently confirms in writing that it consents to the amendment, SEWD may thereafter execute such amendment and upon such amendment becoming effective it shall be deemed to be a part of the Grant Agreement for all purposes under this Agreement.

17. Time and Computation of Time. Time is of the essence of this Agreement and each and all of its provisions. The Parties agree that the time for performance of any action permitted or required under this Agreement shall be computed as if such action were “an act provided by law” within the meaning of California Civil Code Section 10, which provides: “The time in which any act provided by law to be done is computed by excluding the first day and including the last, unless the last day is a holiday, and then it is also excluded.”

18. Effect of Headings. The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

19. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the Parties hereto.

20. Waiver. Waiver of any breach of this Agreement by any Party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Agreement.

21. Counterparts; Fax and Email Signatures. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. Facsimile and electronic mail signature pages shall constitute originals.

22. Assignment; Binding Effect. No Party shall assign any interest in this Agreement without the express written consent of all other Parties. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of the Parties hereto.

23. Interpretation. It is agreed and acknowledged by the Parties that this Agreement has been arrived at through negotiation, and that each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

24. Governing Law. This Agreement shall be governed by the laws of the State of California.

25. Construction. All words used in this Agreement shall be construed to include the plural as well as the singular number and vice versa. Words used herein in the present tense shall include the future as well as the present, and words used in the masculine gender shall include the feminine and neutral genders.

26. Parties in Interest. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies on any persons other than the Parties hereto and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over and against any Party to this Agreement.

27. Survival. Each of the terms, provisions, representations, warranties, and covenants of the Parties shall be continuous and shall survive the closing or other consummation of the transactions contemplated in this Agreement.

28. Notices. All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of service if sent by facsimile or email transmission, provided the original is concurrently sent by first class mail, and provided that notices received by facsimile or email transmission after 5:00 p.m. shall be deemed given on the next business day, (iii) on the next business day after deposit with a recognized overnight delivery service, or (iv) on the third (3rd) day after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage-prepaid, and properly addressed as follows:

STOCKTON EAST WATER DISTRICT

Justin Hopkins, General Manager
Stockton East Water District
Post Office Box 5157
Stockton, CA 95205
6767 East Main Street
Stockton, CA 92515
Email: jhopkins@sewd.net
Phone: (209) 948-0333

NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT

Steve Schwabauer, General Manager
North San Joaquin Water Conservation District
Post Office Box 334
Victor, CA 95253
Email: steve@NSJWCD.com
Phone:

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Peter Rietkerk, General Manager
South San Joaquin Irrigation District
11011 East Highway 120
Manteca, CA 95336
Email: prietkerk@ssjid.com
Phone: (209) 249-4645

A Party may change its address for notices by providing notice to the other parties as provided above.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

STOCKTON EAST WATER DISTRICT

By: _____
Justin M. Hopkins, General Manager
Date: _____

Approved as to Form:
By: _____
Jeanne Zolezzi, General Counsel
Date: _____

**NORTH SAN JOAQUIN WATER
CONSERVATION DISTRICT**

By: _____
Title: _____
Date: _____

Approved as to Form:
By: _____
Title: _____
Date: _____

**SOUTH SAN JOAQUIN IRRIGATION
DISTRICT**

By: _____
Title: _____
Date: _____

Approved as to Form:

By: _____

Title: _____

Date: _____

Exhibit A
Grant Agreement

**GRANT AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
23-0657-000-SG

1. This Agreement is entered into between the State Agency and the Recipient named below:
STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
RECIPIENT'S NAME
STOCKTON EAST WATER DISTRICT
2. The Agreement Term is: November 1, 2023 through March 31, 2026
3. The maximum amount of this Agreement is: \$5,000,000.00
4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Exhibit D: Advance Payments	2 Page(s)
Attachments: Scope of Work and Budget	

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Legal Name*)
STOCKTON EAST WATER DISTRICT

BY (*Authorized Signature*)



DATE SIGNED

11-9-23

PRINTED NAME AND TITLE OF PERSON SIGNING

Justin M. Hopkins, General Manager

ADDRESS

PO BOX 5157, STOCKTON, CALIFORNIA 95205

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LA

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
State Water Efficiency and Enhancement Program (SWEEP) Block Grant Pilot Program

Project Title: 2021 State Water Efficiency and Enhancement Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Scott Weeks	Name:	Justin Hopkins
Division/Branch:	Executive/ Office of Environmental Farming and Innovation	Organization:	STOCKTON EAST WATER DISTRICT
Address:	1220 N Street, Room 162-1	Address:	PO BOX 5157
City/State/Zip:	Sacramento CA 95814	City/State/Zip:	STOCKTON, CALIFORNIA 95205
Phone:		Phone:	209-948-0333
Email Address:	cdfa.sweepstech@cdfa.ca.gov	Email Address:	jhopkins@sewd.net

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Ana Chan	Name:	Gianna O'Day
Division/Branch:	Executive/ Office of Environmental Farming and Innovation	Organization:	Stockton East Water District
Address:	1220 N Street, Room 162-1	Address:	PO BOX 5157
City/State/Zip:	Sacramento CA 95814	City/State/Zip:	Stockton, CA 95205
Phone:		Phone:	209.639.5097
Email Address:	cdfa.sweepstech@cdfa.ca.gov	Email Address:	goday@sewd.net

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name: Priya Ram
Organization: Stockton East Water District
Address: PO BOX 5157
City/State/Zip: Stockton, CA 95205
Phone: 209-948-0333
Email Address: pram@sewd.net

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Grant Procedures Manual

The Recipient agrees to abide by all requirements and restrictions provided in the Grant Procedures Manual incorporated with this Agreement as an attachment.

28. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

EXHIBIT D

ADVANCE PAYMENTS

1. Requirements for payment

Advance payments will be made under this agreement upon submission of properly certified advance payment request by the recipient, and approval by the CDFA (Department)'s grant manager identified in Exhibit A of this agreement, or their designee.

The amount of the advance payment request submitted shall not exceed the amount necessary for project expenses for a three-month period. Failure to liquidate advance payments within the three-month period may result in denial of future advance payment requests.

The amount of the advance payment shall never exceed \$1,250,000.00 or reduce the project balance below 10 percent of the total award.

The Recipient shall apply terms similar to this clause to any advance payments to subcontractors/sub recipients.

2. Federally insured, interest bearing account

Advance payments shall be deposited into a federally insured interest-bearing account that provides the ability to track interest earned and withdrawals. Interest earned during a six-month period shall be remitted to the department.

3. Use of funds

The Recipient may use advance payment funds only to pay for costs approved in the scope of work that are properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Determinations of whether costs are properly allocable, allowable, and reasonable shall be, subject to any applicable sections of Title 3, California Code of Regulations, Division 1, Chapter 5: Grant Administration and the List of Allowable and Unallowable Items of Cost pursuant to Section 330.2 of the Final Grant Administration regulations.

4. Reporting and Invoicing

The Recipient must submit invoices, and/or reports accounting for the use of advance payments at least quarterly and no more frequently than monthly. The grant manager may require that reports and invoices may include backup documentation for costs incurred, project activities accomplished, and interest earned on advance funds.

5. Repayment to the Department

At any time, the Recipient may repay all or any part of the funds advanced. Whenever requested in writing to do so by the administering office, the Recipient shall repay to the Department any part of unliquidated advance payment considered by the administering office to exceed the Recipient's current requirements or the amount specified in paragraph (1) of this clause.

6. Maximum payment

If the sum of all unliquidated advance payments, unpaid interest charges, and other payments exceeds \$1,250,000.00, the Department shall withhold further payments to the Recipient. On completion or termination of the agreement, the Department shall deduct from the amount due to the Recipient all unliquidated advance payments and all interest charges payable. If previous payments to the Recipient exceed the amount due, the excess amount shall be paid to the Department on demand.

7. Unallowable advance payment requests

Advance payment is not allowable in the following circumstances:

- A. An existing advance is not completely liquidated.
- B. The advance will reduce the project balance below 10 percent of the award amount.
- C. An unresolved invoice dispute exists.
- D. Resolution of an audit or agreed-upon-procedure finding of overpayment, unallowable costs, inadequately supported costs, or unsupported costs is pending.
- E. The project is not current in invoicing or reporting.
- F. The project is in the final three months of the project duration.
- G. Additional conditions imposed prohibit an advance payment.
- H. Advance payment is otherwise prohibited by law or grant program requirements.

8. Default

- A. If any of the following events occur, the Department may, by written notice to the Recipient, withhold further payments on this Agreement:
 - i. Termination of this Agreement for cause
 - ii. A finding by the grant manager that the Recipient has failed to –
 - 1. Observe any of the conditions of the advance payment terms;
 - 2. Comply with any material term of this Agreement;
 - 3. Make progress or maintain a financial condition adequate for performance of this Agreement; or
 - 4. Avoid delinquency in payment of taxes or of the costs of performing this Agreement in the ordinary course of business.
 - iii. The commission of an act of bankruptcy.
- B. In the event of default, the Department may seek any and all remedies as described in sections 15 through 18 of the general terms and conditions of this agreement.



**California Department of Food and Agriculture
State Water Efficiency and Enhancement Program
Block Grant Pilot Program
Scope of Work**



Application ID# 50177

Recipient Name: Stockton East Water District

Agreement Term: November 1, 2023 – March 31, 2026

Project Budget: \$5,000,000.00

Project Title: 2021 State Water Efficiency and Enhancement Program

Program Background:

The State Water Efficiency and Enhancement Program (SWEET) Block Grant Pilot is a part of the SWEET, which was first developed in 2014 in response to severe drought. SWEET provides financial incentives for California agricultural operations to invest in irrigation systems that save water and reduce greenhouse gas (GHG) emissions. Through the SWEET Block Grant Pilot Program CDFA aims to support regional capacity building and provide opportunities for regional strategic use of SWEET funding to address local concerns regarding water conservation and water efficiency by providing funding to organizations to provide both technical and financial assistance.

1. Project Details

Lead Organization: Stockton East Water District

Partner Organization: San Joaquin Farm Bureau

Project Summary: The project will increase water use efficiency, reduce greenhouse gas emissions, and help to achieve groundwater sustainability in the critically overdrafted Eastern San Joaquin Groundwater Subbasin. The project will further help the partner districts develop the first ever database of small farms and socially disadvantaged farmers and ranchers, therefore helping to improve outreach and technical assistance to these underserved populations beyond the duration of the grant. Finally, the project will help landowners and farmers implement projects to increase the water and energy-efficiency of irrigation systems.

Counties Served: San Joaquin

On-farm Project Selection Process: Competitive

Commitment to spend 25% of the technical assistance fund on Socially Disadvantaged Farmers and Ranchers (SDFRs): Yes



**California Department of Food and Agriculture
State Water Efficiency and Enhancement Program
Block Grant Pilot Program
Scope of Work**



2. Reporting

To document initiation of on-farm projects, Recipients will be required to submit:

- Letter of commitment from the Grant Beneficiary.
- On-Farm Project Summaries (One per location) – Name of the agricultural operation, tax identification number, mail address, phone number, SDFR status, farm size, project description, project budget, project assessors parcel numbers (APNs), geotagged photos of the project site, crops and acreage impacted, implementation timeline, the completed water savings and GHG emission calculator tools, and all supporting documentation.

On-farm project information will be submitted to CDFA on a rolling basis as projects are selected

The Recipient will submit detailed quarterly Progress Reports to CDFA identifying tasks and activities accomplished in the reporting period. The Recipient will submit quarterly invoices. CDFA will provide a reporting template, invoice template, and schedule.

Quarterly Progress Reports will include:

- Project status of each on-farm project
- Geotagged photos of completed projects
- A list of components installed during the reporting period
- Funds disbursed
- Changes and delays encountered for each on-farm project
- Number of projects that were provided technical assistance
- Number of SDFR's assisted
- Number of farms or ranches of 500 acres or less assisted
- Technical assistance funding benefitting SDFRs

Final Report and Project Verification

- Each project must have geotagged and date-stamped photos of implemented practices for on-farm projects.
- At the close of the grant agreement term or when all project activities have been completed, the BGR will submit a final report. The final report will include high-level metrics such as total number of on-farm projects implemented, number of farmer/rancher partners, number of SDFR partners, cumulative estimated water and GHG benefits.



**California Department of Food and Agriculture
State Water Efficiency and Enhancement Program
Block Grant Pilot Program
Scope of Work**



- BGRs will submit at least three one-page case studies highlighting Grant Beneficiaries who have successfully implemented SWEEP projects. Case studies will include photos, water and GHG savings metrics, and a description of the project. BGR's will ensure that featured producers consent to CDFA using the case studies in promoting SWEEP, including but not limited to website, print and social media channels.
- Following submission of final report, a CDFA Environmental Scientist, or a CDFA contracted third party, may initiate an exit interview with the awardee and may visit project sites to inspect a sample of the on-farm projects.

3. List of Attachments

The following attachments are incorporated in the Scope of Work. The attachments are incorporated by reference in this Agreement as submitted in the grant application in the online submission system. In some cases, changes were made based upon consultation between CDFA and the Recipient, conducted after the Recipient was notified of their selection for award.

Attachment 1: Workplan

Attachment 2: Budget Worksheet

Attachment 1: Workplan

(Workplan begins on next page)



California Department of Food and Agriculture
State Water Efficiency and Enhancement Program
Block Grant Pilot Program
Scope of Work



**** Workplan activities must occur during the grant term****

Program Deliverable	Activity Name	Description	Person(s) or Group Name performing activity	Job title
Outreach	Newsletter	Newsletters will be formulated and mailed to all of District's constituents.	Stockton East Water District, South San Joaquin Irrigation District, North San Joaquin Water Conservation District	Block Grant Recipient
Training	Program Training for BGR from CDFA	Key staff from Lead Agency (Stockton East Water District) and Partner Agencies (North San Joaquin WCD and South San Joaquin ID) attend CDFA program training as needed or required	Stockton East Water District, South San Joaquin Irrigation District, North San Joaquin Water Conservation District	Block Grant Recipient
Outreach	SDFRs Targeted Newsletter	Prepare and disseminate multilingual newsletters to advertise grant opportunity to SDFRs in partnership with San Joaquin County Hispanic and Asian-American Chambers and Commerce and other affiliated organizations	Stockton East Water District, South San Joaquin Irrigation District, North San Joaquin Water Conservation District	Block Grant Recipient
Outreach	Posting on Websites	The newsletters with the funding opportunity description will be posted on the Districts' websites until all funding is allocated to projects.	Stockton East Water District, South San Joaquin Irrigation District, North San Joaquin Water Conservation District	Block Grant Recipient
Outreach	Office Outreach	The newsletters will be posted at each District office and staff will be prepared to answer any questions.	Stockton East Water District, South San Joaquin Irrigation District, North San Joaquin Water Conservation District	Administration



California Department of Food and Agriculture
State Water Efficiency and Enhancement Program
Block Grant Pilot Program
Scope of Work



**** Workplan activities must occur during the grant term****

Program Deliverable	Activity Name	Description	Person(s) or Group Name performing activity	Job title
Outreach	Workshops	At least two Workshops will be held to introduce interested farmers to the program, answer questions and provide high level technical information. If a second round of outreach is needed, this process will be repeated at the end of 2024-early 2025. Multilingual services will be provided.	Stockton East Water District, South San Joaquin Irrigation District, North San Joaquin Water Conservation District and TAP providers	Block Grant Recipient, Partner Agencies and TAP Provider
Outreach	Direct contact follow-up	Staff will reach out directly to landowners and operators, with special effort for anyone who has identified as SDFRs, to follow-up regarding program requirements, deadlines, benefits and assistance available to complete applications.	Stockton East Water District, South San Joaquin Irrigation District, North San Joaquin Water Conservation District and TAP providers	Block Grant Recipient and TAP Provider
On-farm project development	Field visits	Staff from each district will reach out and schedule field visits with landowners and operators to discuss physical layouts and options for connecting to district surface water delivery systems.	Stockton East Water District, South San Joaquin Irrigation District, North San Joaquin Water Conservation District and TAP providers	Block Grant Recipient and TAP Provider
On-farm project development	One on One Application Assistance Meetings	Staff will be available to ask questions and assist with project development.	UC Kearney Agricultural Research and Extension Center, San Joaquin Farm Bureau	TAP Provider



California Department of Food and Agriculture
State Water Efficiency and Enhancement Program
Block Grant Pilot Program
Scope of Work



**** Workplan activities must occur during the grant term****

Program Deliverable	Activity Name	Description	Person(s) or Group Name performing activity	Job title
On-farm project development	Group Application Workshops	TAPs will hold at least two group application workshops with targeted effort to include SDFRs to work on applications. Focus on promotion of efficient irrigation systems, benefits of using surface water when available (lower energy use, more efficient pumping, groundwater recharge benefits)	UC Kearney Agricultural Research and Extension Center, San Joaquin Farm Bureau	TAP Provider
On-farm project selection & approval	Grant Proposal Review	The Districts will form an application review team comprised of District staff and at least one qualified TAP to review all applications and award based on a competitive grant process. Once the application is approved by the lead agency the application will be sent to CDFA for approval.	Stockton East Water District, South San Joaquin Irrigation District, North San Joaquin Water Conservation District and TAP providers	Block Grant Recipient, Partner Agencies and TAP Provider
On-farm project implementation	Project Implementation	The TAP and Lead Agency will provide support as needed throughout the implementation process. Farmer will be required to provide status on a quarterly basis. Timeline assumes rolling awards with each awardee having two years to implement project	Grant Beneficiary, Lead Agency and Partner Agency designated staff, TAP Provider	Grant Beneficiaries



California Department of Food and Agriculture
State Water Efficiency and Enhancement Program
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**** Workplan activities must occur during the grant term****

Program Deliverable	Activity Name	Description	Person(s) or Group Name performing activity	Job title
On-farm project verification	Project Completion	The Districts will conduct a project completion site visit to document project completion.	Stockton East Water District, South San Joaquin Irrigation District, North San Joaquin Water Conservation District.	Lead Agency
On-farm project implementation	Expense Tracking and Dispersing Grant Funding	The Lead Agency Grant Administrator will collect expense information from each beneficiary, confirm project verification by appropriate district staff, and then coordinate dispersing grant funding as reimbursement to beneficiary or as payment directly to vendor.	Stockton East Water District, South San Joaquin Irrigation District, North San Joaquin Water Conservation District.	Block Grant Recipient
Training	Follow-up contact and training for projects	District staff and TAP will perform follow-up outreach to beneficiaries to ensure they have sufficient training to properly use funded systems to maximize benefits	Stockton East Water District, South San Joaquin Irrigation District, North San Joaquin Water Conservation District, TAPs	Block Grant Recipient
Reporting	Letters of Commitment and On-farm Project Summaries	District staff will prepare Letters of Commitment and assist beneficiaries with preparation of on-farm Project Summaries for submittal to CDFA to obtain clearance to fund projects	Stockton East Water District	Block Grant Recipient



California Department of Food and Agriculture
State Water Efficiency and Enhancement Program
Block Grant Pilot Program
Scope of Work



**** Workplan activities must occur during the grant term****

Program Deliverable	Activity Name	Description	Person(s) or Group Name performing activity	Job title
Reporting	Accounting system	Lead Agency grant administrator to prepare accounting system protocol for review and approval by each partner agency to track all activities and expenses related to grant program	Stockton East Water District	Block Grant Recipient
Reporting	Quarterly Reporting	Quarterly reporting will be completed and submitted at the end of each quarter.	Stockton East Water District	Grant Administrator at Lead Agency
Reporting	Document Retention	Lead Agency staff will create document retention repository with index to house all documents related to program to meet program requirements	Stockton East Water District	Grant Administrator at Block Grant Recipient
Reporting	Final Report	Lead Agency to prepare final report with case studies as required	Stockton East Water District	Grant Administrator at Block Grant Recipient
Reporting	Continuing Data Collection	Lead Agency and Partner Agencies to continue communications with beneficiaries to collect water savings and GHG Emission Reduction data for three years following project completion	Stockton East Water District, South San Joaquin Irrigation District, North San Joaquin Water Conservation District.	Block Grant Recipient

Attachment 2: Budget Worksheet

(Budget Worksheet begins on next page)



California Department of Food and Agriculture
State Water Efficiency and Enhancement Program
Block Grant Pilot Program
Scope of Work



Category	Name	Grant-Funded	Narrative
A. On-Farm Grants	On Farm Grants	\$4,161,318.60	Four million dollars would allow the Districts to assist in implementing 35 on- farm projects. The awards are anticipated to be between \$20,000 and \$200,000.
B1. Personnel Salary and Wages, and Fringe Benefits - Administration	Brandon Nakagawa	\$2,398.72	Brandon will assist in the outreach for South San Joaquin Irrigation District. He will work approximately 16 hours. His fringe rate benefits are 149.92.
B1. Personnel Salary and Wages, and Fringe Benefits - Administration	Daniel deGraaf	\$98,600.00	Mr. deGraaf is the NSJWCD District Engineer who works with individual landowners on designs for systems to connect to the district's surface water delivery system to take and use surface water in-lieu of pumping groundwater. He will assist potential applicants with coordinating turnout and meter design to meet district specifications. His hourly pay \$170/hour. It is estimated he will spend approximately 580 hours over the course of the grant term.
B1. Personnel Salary and Wages, and Fringe Benefits - Administration	Darrel Evensen - Project Manager	\$128,770.00	Darrel Evensen is the District Engineer for Stockton East Water District. As Project Manager, Darrel will ensure the goal of this project to move groundwater users to surface water, is met. During the grant term he will spend approximately 1000 hours on this project. His hourly rate including fringe benefits is 128.77. He will oversee outreach, on -farm communications, and site visits. He will also aid



California Department of Food and Agriculture
State Water Efficiency and Enhancement Program
Block Grant Pilot Program
Scope of Work



Category	Name	Grant-Funded	Narrative
			in the review process of the on -farm applications.
B1. Personnel Salary and Wages, and Fringe Benefits - Administration	Gianna O'Day - Grant Manager	\$132,051.00	Gianna O'Day is an Associate Engineer for Stockton East Water District. As grant manager, she is responsible for outreach and promotion of the project, attending all trainings, completing the application process, assisting in potential on-farm project design and budget revisions, providing any additional assistance as needed to the grant beneficiaries, compiling all quarterly reports and submitting to CDFA. Additionally, the grant manager will complete the pre award process and be the main point of contact for CDFA. Gianna's hourly rate including fringe benefits is 70.54. The district estimates she will spend 1872 hours over the course of the grant term.
B1. Personnel Salary and Wages, and Fringe Benefits - Administration	Jennifer Spaletta	\$13,750.00	Jennifer is NSJWCD general counsel but also serves as primary staff for grower communications at this time (until a new general manager is hired). Her hourly pay is \$275/hour. She estimates she will spend



California Department of Food and Agriculture
State Water Efficiency and Enhancement Program
Block Grant Pilot Program
Scope of Work



Category	Name	Grant-Funded	Narrative
			approximately 50 hours on this project over the course of the grant term.
B1. Personnel Salary and Wages, and Fringe Benefits - Administration	Julie Vrieling	\$16,921.44	Julie will work on outreach, quarterly reporting, and administrative application review. Her fringe rate cost is 78.34/hour. She estimates she will work on these tasks for approximately 216 hours over the course of the grant term.
B1. Personnel Salary and Wages, and Fringe Benefits - Administration	Kent Norman - Technical Advisor	\$76,248.00	Kent is an Associate Engineer for Stockton East Water District that is well versed in on farm irrigation design and use. He will assist in the review process of all on-farm applications. He will also provide information to potential grant beneficiaries. He will spend approximately 1200 hours on this project over the course of the grant term. His hourly rate including fringe benefits is 63.54.
B1. Personnel Salary and Wages, and Fringe Benefits - Administration	Priya Ram - Grant Administrator	\$110,760.00	Priya Ram is the Finance Director at Stockton East Water District. As grant administrator, she will be responsible for drawing down funds from the grant based on employee hours worked, aid in the grant reporting processes, assist in reviewing the on -farm grant applications, assist in financial impacts and budgeting for the project and individual on-farm budgets.



California Department of Food and Agriculture
State Water Efficiency and Enhancement Program
Block Grant Pilot Program
Scope of Work



Category	Name	Grant-Funded	Narrative
			She will spend approximately 1200 hours on this. Her hourly rate including fringe benefits is 92.3.
B1. Personnel Salary and Wages, and Fringe Benefits - Administration	Shawn Ussery	\$4,182.24	Shawn will conduct the site visits for confirming implementation of the project. Over the course of the grant term, he will spend approximately 48 hours on site inspections. His fringe rate is \$87.13/hour.
B2. Personnel Salary and Wages, and Fringe Benefits - Technical Assistance	San Joaquin Farm Bureau	\$122,500.00	\$122,500 is set aside for the San Joaquin Farm Bureau to provide technical assistance. Their technical assistance includes public outreach, connecting interested farmers and ranchers to the BGR, assisting in potential grant beneficiaries with project design and planning, assisting grant beneficiaries with implementation of the project, communicating with vendors and facilitating discussion between vendors and farmers, assisting in potential on-farm project design and budget revisions, providing follow up with farmers for their technical needs, and ensuring grant beneficiaries have necessary training to properly use the funding system.



California Department of Food and Agriculture
State Water Efficiency and Enhancement Program
Block Grant Pilot Program
Scope of Work



Category	Name	Grant-Funded	Narrative
B2. Personnel Salary and Wages, and Fringe Benefits - Technical Assistance	UC Kearney Agricultural Research and Extension Center	\$122,500.00	\$122,500 is set aside for the UC Kearney Extension Center to provide technical assistance. Their technical assistance includes connecting interested farmers and ranchers to the BGR, assisting in potential grant beneficiaries with project design and planning, assisting grant beneficiaries with implementation of the project, communicating with vendors and facilitating discussion between vendors and farmers, assisting in potential on-farm project design and budget revisions, providing follow up with farmers for their technical needs, and ensuring grant beneficiaries have necessary training to properly use the funding system.
C2: Travel - Technical Assistance	Site Visits to On-Farm Sites	\$5,000.00	\$5,000 is set aside to complete site visits for the on-farm project applications. As well as, post project site visits. This is to cover vehicle fuel and maintenance costs.
E1. Contractual - Administration	Translation Services	\$5,000.00	\$5,000 is set aside for translations services if they are needed.
Total		\$5,000,000.00	

From: Steve Schwabauer, General Manager

RECOMMENDED ACTION: Authorize Staff to General Manager to enter contract with WGR Southwest for Water Quality Testing not to exceed \$10,000.

DISCUSSION: The town of Victor storm system currently connects to the District South Pipeline just south of Highway 12/Victor Road at Bruella Road. The storm connection is the product of a different era and is no longer consistent with District or Landowner needs to take high quality irrigation and recharge water. As a result, the District gave notice of its intent to terminate the agreement that allows the connection in 2017. Staff has reinitiated discussions with the County to achieve a new storm water solution for Victor. In the interim it is important for the District to know if there are any concerns with the storm water that might otherwise enter our system. It is also not uncommon for septic systems to be hooked to old storm lines so staff recommends testing for coliform. WGR has proposed to do the work in the attached schedule at a price within the general managers authority. However, I am also recommending a longer-term agreement for annual testing that will come out of this process. As a result, I am bringing the initial contract for Board input. The initial effort is on a time and materials basis not to exceed \$10,000 and will include testing of the input water at the Tretheway box and the storm water at the manhole at the Victor storm pump station. The initial test samples were collected on Tuesday morning and we expect results within a week. WGR will give us a test protocol recommendation once the results have been reviewed.

RECOMMENDATION: Authorize Staff to General Manager to enter contract with WGR Southwest for Water Quality Testing not to exceed \$10,000.

FISCAL IMPACT: Up to \$10,000 split 90/10 to groundwater and general operations respectively.

February 5, 2024

Steve Schwabauer
North San Joaquin Water Conservation District
PO Box 334
Victor, California, 95253

RE: Storm Water Sampling Protocol and Services

Dear Mr. Schwabauer,

WGR Southwest, Inc. (WGR) appreciates the opportunity to provide you with this proposal to assist your district with storm water monitoring. Based on what you have told us, we understand that your district operates an irrigation pipeline running parallel with Alpine Road between the Mokelumne River and Pixley Slough. San Joaquin County operates a storm water sump that drains water from the unincorporated Town of Victor into this irrigation line. The District desires to monitor the quality of water received from the Town of Victor. Reportedly, this monitoring is strictly voluntary and there are no regulatory requirements that you are aware of for the District to test or report water entering its pipeline from the County. As requested, WGR is providing a proposal to prepare a sampling protocol and perform periodic sampling of water discharged into the District's pipeline. We recommend the following tasks:

1. Sampling location reconnaissance

WGR will visit the proposed sampling location to identify sample collection logistics and safety considerations. We will try to coordinate the first visit during a time likely to have storm water discharges from the Town of Victor. During this inspection we will:

- Identify access or issues with access such as private property permissions, gates, locks, etc.;
- Identify sample collection logistics;
- Identify safety concerns; and
- Grab a water sample(s) to visually observe, perform field analysis for pH and turbidity, and submit to an analytical laboratory to perform a screening analysis for the following potential pollutants.
 - Biological Oxygen Demand (BOD)
 - Chemical Oxygen Demand (COD)

- Nutrients: nitrates as nitrogen, total phosphorous, and ammonia
- Total dissolved solids
- Common metals found in storm water: Al, As, Cd, Cr, Cu, Fe, Hg, Ni, Pb, Se, and Zn
- Semi-volatile organic compounds
- Volatile organic compounds
- Oil and grease
- Pesticides (organophosphate pesticides including chlorpyrifos, diazinon, and pyrethroids)
- Bacteria (fecal indicator bacteria)

Estimated charges:

Senior Compliance Specialist (4 hours @ \$171/hr.)	\$ 684
Compliance Technician (6 hours @ \$131/hr.)	\$786
Mileage (\$0.67/mile)	
Laboratory charges (cost + 10% - unless billed directly to the District)	

2. Preparation of a Sampling Protocol

WGR will prepare a written protocol that identifies the procedure for accessing the sampling location, performing and documenting field observations and analyses, collecting and packaging water samples, and submitting the samples to the analytical laboratory. The protocol will include the preparation of a field observation form, a laboratory chain-of-custody document, and a spreadsheet for documenting the analytical results. The spreadsheet will include graphs for showing analytical data trends.

Estimated charges:

Senior Compliance Specialist (2 hours @ \$171/hr.)	\$ 342
Compliance Technician (8 hours @ \$131/hr.)	\$1,048

3. Routine Sample Collection

WGR trained staff will collect samples on a frequency to be determined by the District. Sample collection will be performed in accordance with the approved sampling protocol. The analytical data spreadsheet will be updated and submitted to the District when the analytical results become available.

Estimated charges:

Senior Compliance Specialist (1 hour @ \$171/hr.)	\$ 171
Compliance Technician (6 hours @ \$131/hr.)	\$786

Mileage (\$0.67/mile)

Laboratory charges (cost + 10% - unless billed directly to the District)

I hope this information is helpful in establishing a monitoring program for the County's discharge into the District's pipeline. We look forward to serving you! Please do not hesitate to contact me at (209) 334-5363 ext. 110 if you have any questions or comments.

Sincerely,

WGR Southwest, Inc.

A handwritten signature in black ink, appearing to read "John M. Teravskis", with a stylized flourish at the end.

John M. Teravskis, CPESC, CESSWI, QSP/QSD, QISP, ToR
Senior Compliance Specialist and Operations Manager

From: Steve Schwabauer, General Manager

RECOMMENDED ACTION: Authorize Staff to bid and award a contract to Install a quarter mile 10 inch PVC lateral from the AVID pipeline to connect to an existing flood irrigation system on the Lakso Property for a price not to exceed \$20,000.

DISCUSSION:

The North System is currently operating near its current pump capacity. The pump can push approximately 3,500 to 4,000 gpm depending on the water level in the Mokelumne and the System has been putting about 850 gpm to Reynolds and as much as 2600 gpm to three different areas of the Lakso site: a depression that is taking water via a single lay flat pipe, a PVC connection to a 30 year old flood irrigation system and a lay flat hose with furrow spaced holes. Staff does not expect the North system can deliver much more water than it is at the moment. However, pruning season is in full swing and staff needs to take off some of these fields on a rotational basis to allow pruning to proceed. Having a fourth system would allow staff to keep recharge at or near full capacity while pruning proceeds. The Lakso site has a second existing flood irrigation system that the District could hook up to. However, the system is on the opposite side of the field from the AVID pipeline, a nearly ¼ mile run. Staff estimates that we could have an irrigation company install a ten inch PVC connection to the system for less than \$20,000. However, buds are expected to break by March 22. As such there is not enough time to bid a contract and bring to the Board for approval and still have any recharge options this year. As such staff recommends that the Board authorize a staff to bid and execute a change order to the purchase agreement with PSWI to install the pipeline for a price not to exceed \$20,000.

RECOMMENDATION: Authorize Staff to bid and award a contract to Install a quarter mile 10 inch PVC lateral from the AVID pipeline to connect to an existing flood irrigation system on the Lakso Property for a price not to exceed \$20,000.

FISCAL IMPACT: Up to \$20,000 in groundwater charge revenue.

BOARD OF DIRECTORS

P.O. Box E, Victor, CA 95253

From: Steve Schwabauer, General Manager

RECOMMENDED ACTION: Provide Direction to Staff on formation of ID4 for the North System

DISCUSSION:

The District awarded a contract to install the first segment of pipeline along Acampo Road for the north system in time to provide water for the 2024 irrigation season. With that system comes the opportunity for landowners along the new pipeline to take water. At least one landowner along the alignment reached out to staff to begin discussions with an eye towards taking water this irrigation season. Pursuant to District Policy and Practice, landowners who take water participate in the capital costs for the infrastructure through an Improvement District. The Improvement District Process begins with a petition from landowners to the District with the terms they agree to. Staff has attached a draft petition with terms for Board input so that we may approach other landowners along the alignment to kick off discussions about ID4. The major proposed terms are:

1. Landowners agree to be in ID4 contractually – we do not force it.
2. Landowners pay \$70/acre for ten years (\$700/acre total)
3. Need 200 acres to form ID4. Limit is 1500 acres.
4. 1500 acres x \$700/acre = \$1,050,000
5. 1500 acre limit is based on the limits of our water supply. We have 20,000 af max. If we deliver 3,000 to Tracy Lake and 12,000 to South System, we have 5,000 afa left. 1500 acres x 3 af/ac/yr irrigation demand is 4,500 afa. If we get access to more water or find that demand is less, we can increase this in the future with vote of the ID members.

RECOMMENDATION: Provide Direction to Staff on formation of ID4 for the North System.

FISCAL IMPACT: Dependent on Board Direction and Landowner participation.

**PETITION FOR THE FORMATION OF
IMPROVEMENT DISTRICT NO. 4, TO BE KNOWN AS
THE NORTH WATER USERS IMPROVEMENT DISTRICT**

**TO THE HONORABLE BOARD OF DIRECTORS OF THE NORTH SAN JOAQUIN
WATER CONSERVATION DISTRICT:**

1. PETITION. We, the undersigned, hereby petition for the formation of an improvement district within the North San Joaquin Water Conservation District (District) to provide for the construction of the North System Project (Project), and for the levying of an assessment on the lands within the improvement district. We certify that we represent all of the holders of title or evidence of title of all the tracts of land situated within the boundaries of the proposed improvement district.

2. PLANS: The plans of the proposed improvement and the purposes of the proposed improvement district (ID No. 4) are as follows:

- a. The District plans to construct a new North System Pump Station and rehabilitate or replace pipelines and related appurtenances to deliver surface water for irrigation and groundwater recharge purposes from the North System Pump Station along the Acampo Road corridor between Tretheway Road at the east and Dustin Road on the west, at a cost of approximately \$8 million, with such Project to be constructed in phases over the next ten years (the North System Project). The District has approximately \$6 million in funding for this Project from two state grants and will be contributing approximately \$1 million to the Project from groundwater charge revenues (due to the recharge benefits of the Project) and seeks an additional \$1 million contribution from landowners along the North System who desire to utilize surface water for irrigation from the North System.
- b. The undersigned landowners represent owners of land that can be served from the North System are willing to contractually agree to assess themselves \$70.00 per acre for ten years to fund a share of the cost of the Project based

on the direct benefits that the undersigned landowners will receive through access to surface water for irrigation as set forth herein.

3. INCLUDED LANDS:

a. At least 200 acres of lands must sign this Petition to move forward with the formation of ID No. 4. Additional acres may elect to join ID No. 4 provided:

1. The total acreage in ID No. 4 does not exceed 1,500 acres (which limit may be revised by a majority vote of the members of ID No. 4); AND

2. Any acreage that joins pays a connection fee equal to the acreage assessment imposed for all prior years [for example, if 10 acres joins after three years of assessments have been levied, the connection fee is $\$70 \times 3 \text{ yrs} \times 10 \text{ acres} = \$2,100$] plus interest on the prior assessments at the same rate paid by the District for any borrowed funds for the Project; AND

3. The District will annually revise the boundary of ID No. 4 to add any additional acres that meet this criteria, and the newly added landowners will consent in writing to joining the ID, paying the assessments, and having the assessments be a lien on their real property and security for financing for the Project improvements financed by any lending institutions as allowed by law.

4. ASSESSMENTS:

a. Lien. The undersigned acknowledge that the assessment is a lien on their real property and may be used as security for the financing for the Project.

b. Initial Assessment. The initial assessment shall be \$70.00 per acre per year for ten years. The assessment shall be used only for the new Nouth System Pump Station, and repairs or replacement of the valves and pipeline facilities associated with the Nouth System to enable the District to delivery surface water through the system. The assessment shall not be used to fund any other projects of the District or to fund other operation and maintenance expenses of the District or to fund turnouts or laterals that serve only one landowner.

If the Initial Assessment, combined with other funding sources, is insufficient to complete the Project, the landowners may consider a future assessment as described below. If the Initial Assessment raises surplus funds, the surplus shall be held in a designated reserve account for North System repairs or improvements.

- c. Future Assessments. The landowners may approve additional future assessments with a majority vote, with votes weighted based on proportional financial obligation (one acre one vote).

5. PRIORITY.

- a. The District shall provide Landowners in ID No. 4 with a first priority to access and use surface water available to the District on the North System, under the District's water right Permit 10477, on their acreage in ID No. 4 for irrigation purposes.
- b. To the extent the District determines that use of surface water for irrigation results in any form of a credit for groundwater purposes pursuant to a plan developed under the Sustainable Groundwater Management Act, the landowners in ID No. 4 who have paid for the Project and have used surface water on their properties, shall be entitled to the credits associated with their surface water use.
- c. The undersigned further acknowledge that the District has previously agreed with the landowners in the Tracy Lakes Improvement District No. 1 that when the District does have water available under Permit 10477, the first 3,000 acre-feet are to be made available to the District's North and South System, the next 4,000 acre-feet are to be made available to the Tracy Lakes System, and the balance (up to 13,000 acre-feet) are currently uncommitted.
- d. The undersigned acknowledge that the District does not have access to surface water in all year types and cannot guarantee an annual water supply.

The District's water right is generally not available in Dry, Critically Dry and most Below Normal year types.

6. LANDOWNER TURNOUTS AND DIVERSIONS. Landowners in ID No. 4 are responsible for installing any facilities necessary to divert and take water from the District's North System facilities at the Landowners' sole cost and expense. The design and installation of the facilities which connect to the District's facilities shall be reviewed and approved by the District's Engineer. All diversions of District water from the District's facilities shall be metered with meters approved by the District and installed at the Landowners' expense.

7. SURFACE WATER CHARGE: Landowners in ID No. 4 shall pay, in addition to the annual acreage assessment of \$70.00 per acre, a surface water charge for all water scheduled for delivery, as set by the District from time to time, to cover the actual operation and maintenance expenses for the delivery of surface water.

8. COMMITTEE: The District shall establish an advisory committee for ID No. 4 comprised of at least three members of ID No. 4 to review projects, expenditures and other matters related to ID No. 4 and provide recommendations to the District.

9. MODIFICATION: The terms and conditions of ID No. 4 as set forth in this Petition may be modified from time to time upon approval of the District and a majority vote of the acres in the ID No. 4.

10. EXHIBITS: This petition includes the attached *Exhibit A*, *Exhibit B*, *Exhibit C*.

- a. The Project is more specifically described in the attached **Exhibit B**.
- b. The names of the owners of all the land within the proposed improvement district with their last known addresses and a description of the parcel or parcels of land owned by each such owner within the proposed improvement district according to the next preceding equalized assessment book of the County of San Joaquin are contained in attached **Exhibit A**. The list of the parcel descriptions contained in **Exhibit A** constitutes a description of all the

land proposed to be included in the proposed improvement district at this time.

- c. The attached **Exhibit C** map shows the land to be included within the boundaries of the proposed improvement district. The District shall cause an amended improvement district map to be prepared as additional acres are added to the ID No.4.

IN WITNESS WHEREOF, we have signed our names and caused this petition to be dated as of the date of the last signature below.

BOARD OF DIRECTORS

P.O. Box E, Victor, CA 95253

PREPARED BY: Petrea Marchand, Consero Solutions
Steve Schwabauer, General Manager

RECOMMENDATION: Receive Update on North San Joaquin Water Conservation District Project Funding Requests and Grant Opportunities

BACKGROUND:

Consero Solutions provides monthly reports on funding opportunities for which the District has applied or for which the District is considering applying.

DISCUSSION:**1. U.S. Bureau of Reclamation WaterSMART Drought Response Program**

Project Name: South System Modernization Project, Phase 4

Amount Requested: \$5 million

Amount of Cost Share: 50%

Status: **SUBMITTED (November 3, 2023)**

Application Due: **November 7, 2023**

Status: The U.S. Bureau of Reclamation is reviewing applications and **delayed when they will announce selections to April 2024**. They will execute agreements with successful applicants by July 2024. The U.S. Bureau of Reclamation shared **there will likely be another solicitation for the Drought Response Program opening up in June 2024**, though the Bureau has not yet determine the amount of funding available for the next round.

Context: The WaterSMART Drought Response Program is an annual program which receives money through the annual federal appropriations process. The program typically limits applications to \$2 million and only provides between \$30 million and \$40 million in awards. The District Board decided in April 2023 to apply for \$5 million for the South System Project, Phase and the District submitted the grant on November 3, 2023. The Bureau anticipates awarding a total of \$55 million in federal funding for drought resiliency projects in the western states in the first funding round.

2. Climate Bond Update

Status: The District met with Senator Eggman on February 2, 2024 to discuss the resources bond, which is likely to transform into a “climate action” bond. In the meeting, Senator Eggman confirmed SB 867 (Allen) and AB 1567 (Garcia) will move forward as potential vehicles for the climate action bond and shared the bond would likely be **reduced to \$6-9 billion**. Senator Eggman suggested **further conversations with legislators to advocate for funding for groundwater sustainability activities in the climate action bond** as soon as possible in advance of the May Revise. South San Joaquin Irrigation District (SSJID) is taking the lead on bond advocacy efforts in coordination with the District and let the District know on February 21st that the State has a total of \$15 to \$16 billion in bonded indebtedness available, \$6.1 billion of which is proposed on the

for the mental health services bond on the March 5, 2024 ballot. The Legislature is also considering a school bond and an affordable housing bond, which creates stiff competition for the climate action bond.

Context: The District is engaging in the resources bond discussion because the State’s estimated \$38 billion 2024-25 budget deficit (the Legislative Analyst’s Office estimates the deficit is \$58 billion) resulted in no additional funding in the proposed 2024-25 budget for grant programs of interest to the District, such as SGMA and SWEEP. As a result, Consero expects no future funding rounds for these programs until a resources bond is passed. The District’s goal in meeting with Senator Eggman was to draw attention to the need to maintain the groundwater sustainability funding currently in both the Senate and the Assembly versions of the resources bond.

3. Sustainable Groundwater Management Act (SGMA) Implementation

Status: As of February 2024, the State has not proposed funding for SGMA implementation grants at the local level in the 2024-25 State budget. On February 21, 2024, the Assembly Budget Subcommittee No. 4 held a joint budget hearing about SGMA implementation. The Subcommittee No. 4 Chair stated the State has provided \$900 million so far for implementation in the form of grants or funding for State operations related to SGMA. The Assembly Budget Subcommittee No. 4 did not propose adding SGMA implementation funding for local grants to the 2024-25 State budget, which reduces the likelihood the Legislature will add funding for this program to the May Revise of the 2024-25 budget. As a result of the lack of funding in the budget, advocacy for inclusion of groundwater sustainability funding in the climate action bond is even more important for the District to continue to secure grants for groundwater sustainability work.

Context: The State is now fully in the implementation stage of SGMA, since every groundwater subbasin has submitted a Groundwater Sustainability Plan to the California Department of Water Resources and is responsible for annually reporting to the Department on implementation. The Department offered implementation grants for the first couple of years of implementation as a “carrot” to encourage early work. The District benefited from this grant program, but the State did not provide funding for this grant program in the 2023-24 budget and is not proposing funding in the 2024-25 budget.

4. California Department of Food and Agriculture Office of Environmental Farming and Innovation State Water Efficiency and Enhancement Program Direct to Producer Grant Program (SWEEP)

Project Name: N/A

Amount Requested: Up to \$200,000 per grower

Amount of Cost Share: Encouraged, but not required

Release Request for Grant Application: November 28, 2023

Application Due: **TBD 2025**

Status: The California Department of Food and Agriculture postponed the SWEEP Direct-to-Producer Grant Program until 2025 because of the State budget deficit.

Context: The Department released the SWEEP Direct-to-Producer Grant Program guidelines and request for applications on November 28, 2023 and then postponed the solicitation in December 2023. On January 10, 2024, the Governor announced as part of his proposed 2024-25 State budget the delay of this grant program to 2025. District landowners may still apply for the SWEEP Block Grant Pilot Program for the same purpose, which the District is rolling out with Stockton East this spring. The Direct-to-Producer Grant Program is different from the SWEEP Block Grant Pilot Program in that it will award grants directly to growers. The Department has confirmed they will not exclude growers in the service areas of SWEEP Block Grant Pilot Program awardees like the District.

5. Office of Planning and Research Integrated Climate Adaptation and Resiliency Program – Regional Resilience Planning and Implementation Grant Program

Project Name: TBD

Amount Requested: TBD

Amount of Cost Share: TBD

Application Due: N/A

Status: As a result of the State budget deficit, the Governor’s Office of Planning and Research (OPR) will not release the anticipated 2024 solicitation for this program. OPR will instead use remaining funds to award additional dollars to applicants who applied in 2023.

Context: OPR solicited projects for this program for the first time in August 2023, anticipating awarding over \$125 million in planning and implementation grants to advance climate resilience and respond to the greatest climate risks in their regions, including projects consistent with Groundwater Sustainability Plans. As a result of the State budget deficit, the Governor has proposed cutting funds for this program, which prompted OPR to cancel the 2024 funding round.



NSJWCD

North San Joaquin Water Conservation District

DISTRICT 5 BOARD MEMBER APPLICATION

Full name: Colburn Brayden D Date: 2/22/24
Application Information Last First M.I.
 Address: [REDACTED] Phone: [REDACTED]
 Street address Apt/Unit #
Clements CA 95227 Email: [REDACTED]
 City State Zip Code

Date Available: 2/23/24

Education

High school: Lodi High School Address: 3 South Pacific Ave., Lodi, CA 95242
 From: 2010 To: 2014 Did you graduate? Yes No Diploma: general diploma
 College: Cal Poly San Luis Obispo Address: 1 Grand Ave., San Luis Obispo, CA 93407
 From: 2014 To: 2018 Did you graduate? Yes No Degree: Bachelors
 Other: _____ Address: _____
 From: _____ To: _____ Did you graduate? Yes No Degree: _____

References

Please list three professional references.

Full name: Scott McKay Relationship: previous coworker
Company: [REDACTED] Phone: [REDACTED]
Address: [REDACTED] Email: [REDACTED].com

Full name: Kevin Pitto Relationship: customer
Company: 56 Ag Management Phone: [REDACTED]
Address: [REDACTED] Email: [REDACTED]@gmail.com

Full name: Charlie Starr Relationship: professional
Company: [REDACTED] Phone: [REDACTED]
Address: [REDACTED] Email: [REDACTED]

Why Do you Want to Serve on the District Board:-

I want to serve on the District Board because I feel it is important to try and solve our groundwater depletion problems at the local level, and if I'm not part of the solution then I am part of the problem.

Relevant Work Experience

Company: ProTree Nursery/Westside Transplants Phone: 209-649-4137
Address: 28612 Road 27, Winters, CA 95220 Supervisor: Andy Pan
Job title: Production Manager From: 2018 To: 2021
Responsibilities: responsible for all growing aspects of bareroot, potted and tissue culture production for almond, cherry, and apple trees.

Company: Agri Technovation, Inc. Phone: 859-909-0035
Address: 516 Villa Ave. #3, Clovis, CA 93612 Supervisor: Cary Crum
Job title: agronomist From: 2021 To: present
Responsibilities: work with growers to improve ROI by decisive amendment and fertility application as well as all other aspects of farming.

Disclaimer and signature

I certify that my answers are true and complete to the best of my knowledge.

I acknowledge that I will have to fill out a form 700 Conflict of Interest Report to serve on the Board and Disclose my financial interests as required by State Law. <https://www.fopc.ca.gov/Form700.html>

I acknowledge that I am required to reside in District 5 <https://www.nsiwcd.com/files/c38d2d8c2/Director+Divisions+Map.pdf>

Signature:  Date: 2/22/24