

Cosumnes Groundwater Authority

Meeting of the Board of Directors

Agenda

When: 9:00 am, Monday, December 20, 2021
Where: Community Conference Room, Galt Police Department
455 Industrial Dr
Galt, CA 95632
or
Via Zoom: <https://us02web.zoom.us/j/84291329364>
Meeting ID: 842 9132 9364
Call in Number: 1-669-900-9128

PUBLIC COMMENT – Any member of the public may address the Board concerning any matter on the agenda before or during its consideration of the matter. Public comment is limited to three (3) minutes per person. For good cause, the Board Chair may waive these limitations.

ACCESSIBILITY - If you have a disability and require a reasonable accommodation to fully participate in this event, please contact Austin Miller (Sloughhouse RCD District Manager) before December 20, 2021 via email [info@SloughhouseRCD.org] or telephone [916-526-5447] to discuss your accessibility needs.

Public Comment on Non-Agenda Items

Comment will be received at this time for items not on the agenda, but within the jurisdiction of the agency. The Board will hear comment but may not take action on issues raised on non-agenda items. Limit of 3 minutes per speaker.

Call to Order

1. Introductions
2. Determine if Quorum is Present

Action Items

3. Consent Items
 - a. Agenda – December 20, 2021
 - b. Minutes – November 29, 2021
4. JPA Formation Forms Update
5. Conflict of Interest Policy
6. Fiscal Year 2021-2022 Budget
7. Staff Support Agreements
 - a. Agreement with Sloughhouse RCD
 - b. Agreement with Southeast Sacramento County Ag. Water Authority
8. Discussion of Long-Term Funding
9. Banking Options
 - a. Five Star Bank
 - b. F&M Bank

10. Citizen Advisory Committee
 11. South American Subbasin Interbasin Coordination Letter
 12. Future Meeting Dates
 - a. January and February Meeting Dates
 - b. Consideration of Findings Related to Remote Meetings Pursuant to AB
- 361

Informational Items

13. Cosumnes Subbasin Watershed Coordinator Report
14. DWR North Central Regional Office Update
15. Upcoming Agenda Items
16. Director Comments

Adjourn Meeting

Agenda Item 3b

Cosumnes Groundwater Authority Board of Directors Meeting

Meeting Minutes

November 29, 2021, 9:00am

Galt Police Department Community Meeting Room

Call to Order: 9:10 am

- 1) Introductions
- 2) Determine if Quorum is Present
 - a. Directors in Attendance: Rick Whole, Mark Stretors, Leo VanWarmerdam, Don Notolli, Lindsey Liebig, Gary Thomas, Mike Selling (Alternate)

Action Items

- 3) JPA Formation Requirements and Initial Tasks
Rebecca Smith (Counsel for OHWD, Clay, GID) provided an overview of requirements that the Cosumnes Groundwater Authority and its Directors will need to accomplish relatively soon. Rebecca will work with Austin Miller (SRC District Manager) to disseminate relevant formation documents and assuming office paperwork to Directors.
- 4) Board Administration
 - a. Election of CGA Board Officers
*Mike Selling moved to nominate Lindsey Liebig to serve as the CGA Chair. Lindsey accepted the nomination.
Rick Whole seconded the motion.
The motion passed with all in favor.*

*Rick Whole moved to nominate Mark Stretors to serve as the CGA Vice-Chair. Mark accepted the nomination.
Leo VanWarmerdam seconded the motion.
The motion passed with all in favor.*
 - b. Committees of the Board
*Gary Thomas moved to allow the Chair and Vice-Chair to form an Ad Hoc Executive Committee as needed to address pressing CGA business.
Rick Whole seconded the motion.
The motion passed with all in favor.*
 - c. Selection of Legal Counsel
*Rick Whole moved to select Rebecca Smith (Downey Brand LLP) as legal counsel for CGA through June 2022, at which time the Board will reevaluate their options.
Gary Thomas seconded the motion.
The motion passed with all in favor.*

Agenda Item 3b

5) Financial Management

a. Initial Funding Agreement and Advanced Payments

The Board reviewed the initial year funding agreement and discussed potential banking options. Staff support will bring a draft budget and more information on banking options at the next Board of Directors meeting

b. Resolution 2021-1: Appointment of Secretary & Treasurer

Gary Thomas moved to insert Austin Miller as the designated Secretary and Treasurer in Resolution 2021-1 and to adopt the resolution with those amendments. Mark Stretors mentioned that in resolve #3, it should read "Treasurer" not "Secretary". The change was included as a friendly amendment.

Rick Whole seconded the motion.

The motion passed with all in favor.

6) Staffing & Support

a. Staff Support Agreements

The Board provided direction on the staffing agreements between CGA and Sloughhouse RCD and Southeast Sacramento County Ag. Water Authority.

b. Dept. of Water Resources – Facilitation Support Services Grant Application

Mark Stretors moved to direct Stephen Julian, Cosumnes Subbasin Watershed Coordinator to make non-substantive changes as needed to the application and submit.

Rick Whole seconded the motion.

The motion passed with all in favor.

7) Water Conservation Technical Assistance Efforts

The Board discussed water conservation technical assistance efforts (specifically efforts currently led by the Sacramento County Farm Bureau) and gave general consensus to support technical assistance providers.

8) Resolution 2021-2: EKI Contract for Annual Report

Mike Selling moved to approve Resolution 2021-2: EKI Contract for Annual Report, to move forward with the optional task 4b (DMS training for the Watershed Coordinator), and to direct staff to report back if there are any anticipated costs over the projected \$48,000 to ensure that the Board will not go over budget.

Don Notolli seconded the motion.

The motion passed with all in favor.

9) Future Meeting Dates and Locations

a. Resolution 2021-3: Setting the Regular Time and Place for Board Meetings

By consensus the Board amended the drafted resolution to reflect that regular Board of Director's meetings would be held at 9:00 am on the third Monday of each month.

Mike Selling moved to approve Resolution 2021-3: Setting the Regular Time and Place for Board Meetings (as amended through Board discussion).

Rick Whole seconded the motion.

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The motion passed with all in favor.

- b. Resolution 2021-4: Making Findings Related to Remote Meetings Pursuant to AB 361

Mike Selling moved to approve Resolution 2021-4: Making Findings Related to Remote Meetings Pursuant to AB 361.

Leo VanWarmerdam seconded the motion.

The motion passed with all in favor.

Information Items

- 10) Cosumnes Subbasin Watershed Coordinator Report

The Cosumnes Subbasin Watershed Coordinator provided an update on a variety of projects throughout the Subbasin.

- 11) Public Comment

None.

- 12) Adjourn Meeting

Gary Thomas moved to adjourn the meeting at 11:35 am.

Mike Selling seconded the motion.

The motion passed with all in favor.

The next regular meeting of the Cosumnes Groundwater Authority will on December 20, 2021 at 9:00 am at the Galt Police Department Community Meeting Room.

Agenda Item 5

CONFLICT OF INTEREST CODE COSUMNES GROUNDWATER AUTHORITY

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Cosumnes Groundwater Authority (Authority)**

Individuals holding designated positions shall file their statements of economic interests with the **Authority**, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). All statements will be retained by the **Authority**.

DRAFT

Agenda Item 5

CONFLICT OF INTEREST CODE FOR THE COSUMNES GROUNDWATER AUTHORITY (CGA)

APPENDIX "A"

DESIGNATED POSITIONS

DISCLOSURE CATEGORY

Director	1, 2
Alternate Director	1, 2
Attorney	1, 2
Consultants/New Positions*	

Note: The position of Attorney is a contracted position but acts in a staff capacity.

*Consultants/new positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure requirements in this conflict of interest code subject to the following limitation:

The Board President may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The President's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

Officials Who Manage Public Investments

It has been determined that the positions listed below manage public investments and will file a statement of economic interests pursuant to Government Code Section 87200.

- Secretary
- Treasurer

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been incorrectly categorized. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

Agenda Item 5

CONFLICT OF INTEREST CODE FOR COSUMNES GROUNDWATER AUTHORITY (CGA)

DISCLOSURE CATEGORIES DEFINED

1. All interests in real property located in, or within two miles of, the service area of CGA's member agencies or located within two miles of any CGA Facility.
2. All investments and business positions in business entities and sources of income including receipt of gifts, loans and travel payments from sources of the type to contract or supply services to CGA or its member agencies.

Agenda Item 6

**Cosumnes Groundwater Authority
FY 2021 – 2022 (December 2021 – June 2022) Budget
Overview**

Presented December 20, 2021

Budget Item		Amount
CGA Funded Expenses		\$444,185
Non-CGA Funded Expenses		\$167,163
Total Expenses		\$611,348
Member Contributions		\$444,185
Other Funding Sources		\$167,163
Total Revenue		\$611,348
Net Gain		\$0

Agenda Item 6

**Cosumnes Groundwater Authority
FY 2021 – 2022 (December 2021 – June 2022) Budget
Expenses**

Expense Item	CGA Expense	DoC/SAFCA Contribution
Establish Organization	\$10,000	-
Funding Exploration	\$35,000	\$6,028
Monitoring	\$30,000	\$7,782
Data Management System	\$10,000	-
Public Outreach	\$20,000	\$1,427
Legal	\$30,000	-
Financial Audit	\$15,000	-
Personnel	\$90,000	-
Miscellaneous	\$3,000	-
Data Gaps	\$25,000	-
Annual Report	\$48,000	-
Contingency	\$8,185	-
Post-GSP Fee Establishment	\$100,000	-
Other PMAs	\$20,000	\$51,927
Ag-MAR	-	\$100,000
Sub Totals	\$444,185	\$167,163
Total Expenses		\$611,348

Agenda Item 6

Expense Item Detail

Establish Organization	Formation filing expenses, legal review, etc. Grant applications, partnership development, etc. + DoC Watershed Coordinator Grant Funding
Funding Exploration	
Monitoring	DoC Watershed Coordinator Grant Funding
Data Management System	Updates to DMS, technical assistance, server costs website, mailchimp, materials, etc... + DoC Watershed Coordinator Grant Funding
Public Outreach	
Legal	-
Financial Audit	Audit, accountant support
Personnel	SSCAWA and SRCD agreements Staff training, professional organization membership, project management
Miscellaneous	software, etc.
Data Gaps	GDE exploration, surface water flow meters, cone of depression, etc.
Annual Report	-
Contingency	Budget total minus all other categories
Post-GSP Fee Establishment	Data gathering and clean up, public outreach, and final report.
Other PMAs	Conservation, GSP PMAs + DoC Watershed Coordinator Grant Funding
Ag-MAR	SAFCA contribution in subbasin

Agenda Item 6

**Cosumnes Groundwater Authority
FY 2021 – 2022 (December 2021 – June 2022) Budget
Revenue**

Funding Source	Amount
City of Galt GSA	\$15,000
Amador Groundwater Authority GSA	\$5,000
Galt Irrigation District GSA	\$161,807
Clay Water District GSA	\$21,889
Omochumne-Hartnell Water District GSA	\$24,893
Sloughhouse Resource Conservation District GSA	\$150,762
County of Sacramento GSA	\$64,834
GSA Member Contributions Total	\$444,185
SAFCA Contributions	\$125,000
DOC Watershed Coordinator Grant	\$42,163
Other Funding Sources Total	\$167,163
<u>Total Revenue</u>	\$611,348

Agenda Item 7a

Cosumnes Groundwater Authority and Sloughhouse Resource Conservation District Administrative Services Agreement

THIS AGREEMENT is made this ____ day of ____, 2021 between COSUMNES GROUNDWATER AUTHORITY (“CGA”), a California Joint Powers Authority, by and through its Board of Directors, and SLOUGHHOUSE RESOURCE CONSERVATION DISTRICT (“SRCD”), a California Resource Conservation District and a signatory to the CGA Joint Powers Agreement, by and through its Board of Directors.

RECITALS

WHEREAS, CGA and SRCD are independent public agencies, each participating in water management and planning within their respective boundaries; and

WHEREAS, the Parties wish to take advantage of staffing and management efficiencies potentially available to them, while providing for effective and locally knowledgeable management services within the groundwater basin; and

WHEREAS, CGA wishes to contract with SRCD to provide it certain management and watershed coordination services as delineated herein; and

WHEREAS, the services provided herein would be performed at the direction of the CGA Board, for the benefit of CGA and its members, including SRCD; and

WHEREAS, the Parties have the authority to contract for these services under the provisions of <__>, the CGA Joint Powers Agreement, and other applicable provisions of California law; and

WHEREAS, the Districts intend for this initial Agreement to serve as a trial period for potential future cooperation.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Recitals. The Recitals above are incorporated and adopted as if fully set out herein.

2. Term of Agreement: The initial term of this Agreement shall commence on the date of its execution by both districts noted in the opening paragraph above, and continue until June 30, 2022. The initial term of this Agreement may be extended upon approval by the governing Board of each Party.

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3. Services to be Performed: SRCD will provide staffing to perform the services identified in Exhibit A, according to the rate schedule provided therein.

4. Costs: There will be no additional fee for costs or office space. The Parties will negotiate additional costs/fee share for shared facilities, equipment and projects as the need arises.

5. Billing: For the initial term of this Agreement, SRCD shall bill CGA for services provided on an hourly basis. SRCD will send CGA a monthly statement of the fees & costs incurred under this Agreement. SRCD's statements will clearly describe the basis for all charges and will itemize costs and expenses attributed to CGA under this Agreement. In the event that CGA objects to any fee or expense item, the Parties shall immediately meet and confer in an attempt to resolve the disagreement in an amicable fashion.

6. Relationship of Staff to Board/District: For the term of the Agreement, SRCD staff will remain SRCD employees. Nothing in this Agreement shall be construed as creating an employer-employee relationship between SRCD staff and CGA. The parties recognize that management and policy determinations for each Party are carried out under the direction and control of that entity's governing boards.

7. Conflicts between Parties: The Parties recognize that CGA and SRCD are each a distinct legal entity, and from time to time, their positions on items of mutual concern may differ. In the event of a conflict between the interests of the Districts, either presently occurring or potential, the Chair of each Board shall meet and confer in order to resolve the issue and develop a plan for staffing on that issue. In no case shall staff be required or expected to prioritize competing interests of the two Districts.

8. Indemnity. Each Party agrees, to the fullest extent permitted by law, to indemnify and hold the other Party and its trustees, officers, employees, agents or authorized volunteers harmless from any and all damages, liability or costs (including attorneys' fees and costs of defense) to the extent caused by the indemnifying Party's own negligent acts, errors or omissions or the negligent acts, errors or omissions of its contractors or sub-contractors or others for whom the indemnifying Party is legally liable.

9. Early Termination of the Agreement: The Agreement may be mutually terminated by the Parties at any time. The Agreement may be terminated by either party upon 60 days written notice of the termination. In the event of an early termination of this Agreement, the parties agree to cooperate in transitioning the services provided under this Agreement back to the respective parties. Termination shall not relieve any Party of its financial obligations arising under this Agreement prior to the effective date of the termination, including but not limited to financial obligations or guarantees for loans provided by individual Parties, if applicable.

GENERAL

10. Entire Agreement. This MOA constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, written or oral. This MOA may

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be amended from time to time by written agreement executed by the Parties.

11. Severability. If one or more clauses, sentences, paragraphs or provisions of this MOA are held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the MOA shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

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

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

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

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

16. Counterparts. This MOA may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

<i>Herb Garms, Chair</i> <i>Sloughouse Resource Conservation District</i>	<i>Dated:</i>
<i>Lindsey Liebig, Chair</i>	<i>Dated:</i>

Agenda Item 7a

Cosumnes Groundwater Authority

EXHIBIT A

SERVICES TO BE PROVIDED

Task 1: Serve as Cosumnes Groundwater Authority Administrator

- a. Assist the Board of Directors in carrying out their policies and procedures.
- b. Serve as the Board Clerk.

Task 2: SGMA Activities

- a. Serve as the Interim Cosumnes Subbasin Groundwater Sustainability Plan's Plan Manager and be responsible for the implementation of said Plan.
- b. Contract with consultants for SGMA related activities including, but not limited to, preparation of an Annual Report to DWR, gathering data from the Cosumnes Subbasin Monitoring Network for Water Year 2022, and maintenance of a Data Management System.

Task 3: Outreach and Engagement

- a. Serve as the Cosumnes Subbasin Public Information Officer and respond to all questions/requests from the public, media, and other stakeholders. Coordinate with GSA reps as warranted.
- b. Coordinate the creation and implementation of a Cosumnes Subbasin Citizen Advisory Committee.

Task 4: Contract and Fiscal Management

- a. Serve as the Cosumnes Groundwater Authority Treasurer.
- b. Assist Watershed Coordinator with identifying and pursuing funding opportunities.
- c. Provide oversight of Cosumnes Groundwater Authority contracts.

Task 5: Miscellaneous

- a. Work with the Board of Directors to identify staffing needs and recruit staff as needed.
- b. Work collaboratively with the Cosumnes Subbasin Watershed Coordinator to ensure adequate staffing is provided to all tasks.
- c. Other tasks and responsibilities identified by the Board of Directors and agreed to by Sloughhouse RCD.

Task	Hourly Rate	Total Monthly Hours	Total Monthly Costs
Task 1	\$80	15	\$1,200
Task 2	\$80	25	\$2,000
Task 3	\$80	15	\$1,200
Task 4	\$80	15	\$1,200
Task 5	\$80	10	\$800
Monthly Total		80	\$6,400
Agreement Total		560	\$44,800

Agenda Item 7b

Cosumnes Groundwater Authority and Southeast Sacramento County Agricultural Water Authority Groundwater Management Services Agreement

THIS AGREEMENT is made this ____ day of ____, 2021 between Cosumnes Groundwater Authority (“CGA”), a California Joint Powers Authority, by and through its Board of Directors, and SOUTHEAST SACRAMENTO AGRICULTURAL WATER AUTHORITY (“SSCAWA”), a California Joint Powers Authority, by and through its Board of Directors.

RECITALS

WHEREAS, CGA and SSCAWA are independent public agencies, each participating in groundwater management and planning within their respective boundaries; and

WHEREAS, the Parties wish to take advantage of staffing and management efficiencies potentially available to them, while providing for effective and locally knowledgeable management services within their groundwater basin; and

WHEREAS, CGA wishes to contract with SSCAWA to provide it certain management and watershed coordination services as delineated herein; and

WHEREAS, the services provided herein would be performed at the direction of the CGA Board, for the benefit of CGA and its members; and

WHEREAS, the Parties have the authority to contract for these services under their respective joint powers agreements, and other applicable provisions of California law; and

WHEREAS, the Parties intend for this initial Agreement to serve as a trial period for potential future staffing cooperation.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Recitals. The Recitals above are incorporated and adopted as if fully set out herein.

2. Term of Agreement: The initial term of this Agreement shall commence on the date of its execution by both parties noted in the opening paragraph above, and continue until June 30, 2021. The initial term of this Agreement may be extended upon approval by the

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governing Board of each Party.

3. Services to be Performed: SSCAWA will provide staffing to perform the services identified in Exhibit A, according to the rate schedule provided therein.

4. Costs: There will be no additional fee for costs or office space. The Parties will negotiate additional costs/fee share for shared facilities, equipment and projects as the need arises.

5. Billing: For the initial term of this Agreement, SSCAWA shall bill CGA for services provided on an hourly basis. SSCAWA will send CGA a monthly statement of the fees & costs incurred under this Agreement. SSCAWA's statements will clearly describe the basis for all charges and will itemize costs and expenses attributed to CGA under this Agreement. In the event that CGA objects to any fee or expense item, the Parties shall immediately meet and confer in an attempt to resolve the disagreement in an amicable fashion.

6. Relationship of Staff to Board/Authority: For the term of the Agreement, SSCAWA staff will remain SSCAWA employees and contractors. Nothing in this Agreement shall be construed as creating an employer-employee relationship between SSCAWA staff and CGA. The parties recognize that management and policy determinations for each Party are carried out under the direction and control of that entity's governing boards.

7. Conflicts between Parties: The Parties recognize that CGA and SSCAWA are each a distinct legal entity, and from time to time, their positions on items of mutual concern may differ. In the event of a conflict between the interests of the Parties, either presently occurring or potential, the President of each Board shall meet and confer in order to resolve the issue and develop a plan for staffing on that issue. In no case shall staff be required or expected to prioritize competing interests of the two Parties.

8. Indemnity. Each Party agrees, to the fullest extent permitted by law, to indemnify and hold the other Party and its trustees, officers, employees, agents or authorized volunteers harmless from any and all damages, liability or costs (including attorneys' fees and costs of defense) to the extent caused by the indemnifying Party's own negligent acts, errors or omissions or the negligent acts, errors or omissions of its contractors or sub-contractors or others for whom the indemnifying Party is legally liable.

9. Early Termination of the Agreement: The Agreement may be mutually terminated by the Parties at any time. The Agreement may be terminated by either party upon 60 days written notice of the termination. In the event of an early termination of this Agreement, the parties agree to cooperate in transitioning the services provided under this Agreement back to the respective parties.

GENERAL

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10. Entire Agreement. This MOU constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, written or oral. This MOU may be amended from time to time by written agreement executed by the Parties.

11. Severability. If one or more clauses, sentences, paragraphs or provisions of this MOU are held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the MOU shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

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

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

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

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

16. Counterparts. This MOU may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

<i>Leo VanWarmerdam, President Southeast Sacramento County Agricultural Water Authority</i>	<i>Dated:</i>
<i>Lindsey Leibig, Chair Cosumnes Groundwater Authority</i>	<i>Dated:</i>

Agenda Item 7b

SSCAWA and Cosumnes Groundwater Authority MOA									
FY 21-22, December 2021 - June 2022									
Monthly Task Hours									
Task	DOC Rate	DOC Grant Hours	DOC Grant Expense	CGA Rate	Anticipated CGA Hours	Estimated CGA Expense			
Task 1: SGMA Activities			36.75 \$	4,042.50		35 \$	3,850.00		
Project and Management Actions	\$110		26.75 \$	2,942.50 \$	110.00	25 \$	2,750.00		
Monitoring and Data Management System	\$110		7.83 \$	861.67 \$	110.00	5 \$	550.00		
Reporting	\$110		2.17 \$	238.33 \$	110.00	5 \$	550.00		
Task 2: Outreach and Engagement			1.22 \$	134.44		15 \$	1,650.00		
Assist the PIO with responding to all questions/request from the public, media, other stakeholders	\$110			\$	110.00	5 \$	550.00		
Outreach and Education	\$110		1.22 \$	134.44 \$	110.00	10 \$	1,100.00		
Task 3: Contract and Fiscal Management			5.56 \$	611.11		5 \$	550.00		
Assist Treasurer as needed	\$110			\$	110.00	\$	-		
Identify and pursue funding opportunities	\$110		5.56 \$	611.11 \$	110.00	5 \$	550.00		
Task 4: Miscellaneous			0.00 \$	-		3 \$	330.00		
Assist in developing a Staffing Plan for Board Consideration	\$110			\$	110.00	1 \$	110.00		
Work collaboratively with the Plan Manager to ensure adequate staffing is provided to all tasks	\$110			\$	110.00	1 \$	110.00		
Other tasks and responsibilities identified by the Board of Directors and agreed to by SSCAWA	\$110			\$	110.00	1 \$	110.00		
Monthly Hours		43.53				58			
Monthly Expenditure			\$	4,788.06		\$	6,380.00		
December - June Total		304.69	\$	33,516.39		406	\$	44,660.00	

Agenda Item 9a



December 7, 2021

Mr. Austin Miller
District Manager
Sloughhouse Resource Conservation District
8698 Elk Grove Blvd.
Elk Grove, CA 95624

Dear Mr. Miller,

Thank you for the opportunity to present this proposal to the Cosumnes Groundwater Authority (CGA).

We believe that you deserve nothing less than outstanding customer service, reliability, competitive pricing, efficient means of managing your accounts electronically and direct access to a team of qualified banking professionals. We are keenly knowledgeable with special districts and municipalities, the statutes that pertain to public funds and who also have the experience of having managed at a public entity. We have the experience, expertise and hands on approach that sets us apart.

We believe Five Star Bank is the perfect partner for the CGA. As a sign of our partnership, Five Star Bank is offering the Authority:

- x **All your checking accounts free of all charges - We are offering as many checking accounts as you need with no fees.**
- x **A public interest checking account(s) that pay 0.10%.**
- x **A public money market account that matches the most recently published monthly rate at LAIF (currently 0.203%).** - The rate is reset each month to match the most recently published monthly LAIF rate. Interest is paid monthly on the 1st of the month. Money market accounts are limited to 6 withdrawals per month (wires, ACH, checks, transfers).

These accounts will include the following:

- x **Free checking accounts with ability to write checks**
- x **Free online banking with online transfer capability between accounts**
- x **Free ACH capability (requires credit approval) - free ACH batches, items & transmissions**
- x **Free Wire transfer capability and free wire transfers**
- x **Free Remote Deposit Capture w/free scanner provided - free deposits and items**
- x **Free Mobile Deposit**

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- x **Five Star Bank will also provide your initial order of checks, deposit slips, and endorsement stamps at no charge.**

To open your accounts, we only require two documents – a Contract for Deposit of Monies which is required by law and a Signature Letter. The Contract obligates Five Star Bank to ensure that all of funds deposited by the Authority are collateralized/insured as required by Government Code 53652, et al. The Signature Letter lets Five Star Bank know who the signers are on your accounts. Because the signers are working for public entities, they are exempt from providing any personal information that can be used to open perpetrate fraud. Signers should never provide their social security numbers, mother's maiden name or home address for public bank accounts. We understand that and we protect YOU!

Five Star Bank can also provide all the financing to meet the Authority's needs including refinancing existing loans, new equipment & vehicles, buildings, infrastructure, lines of credit as well as pension obligation bonds. We also can offer credit cards for purchasing and merchant services to accept payments by credit card in person, online or by phone.

This opportunity is very important to our Bank and, as always, we will take every measure possible to ensure your success. We can assure you that we will personally oversee the entire transition, provide your staff with all the necessary training they need and provide you with designated backup personnel as well. We will be your partner every step of the way, from pre-conversion through conversion and implementation.

Please let us know if we can discuss the opportunity in greater detail and plan the next steps to move forward. Thank you once again for this opportunity. We look forward to the chance to build a long, sustainable future with the Cosumnes Groundwater Authority!

Sincerely,



Jerry Legg, CTP
SVP/Government Banking Manager

t: [916-640-1512](tel:916-640-1512) | m: [916-471-9977](tel:916-471-9977)

e: jlegg@fivestarbank.com

a: 2240 Douglas Blvd., Suite 100
Roseville, CA 95661



Celebrating 20 Years!



Contract for Deposit of Monies

THIS CONTRACT, relating to the deposit of monies, as of December 20, 2021, between Name of Authorized Person, (hereafter designated "Treasurer" acting in his or her official capacity as District Manager (Treasurer, Finance Director, etc.) of Consumnes Groundwater Authority (hereinafter designated "Depositor"), and Five Star Bank (hereinafter designated "Depository"), having a shareholder's equity of One Hundred and Fifty Nine Million, Two Hundred Thirty Six Thousand Dollars (\$159,236,000) as of December 31, 2020.

WITNESSETH

WHEREAS, the Treasurer proposes to deposit in the Depository from time to time, commencing on December 20, 2021, monies in his/her custody in an aggregate amount on deposit at any one time not to exceed the total shareholder's equity of the Depository, and said monies will be deposited subject to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code of the State of California; and WHEREAS, said provisions of the Government Code requires the Treasurer to enter into a contract with the Depository, setting forth the conditions upon which said monies are deposited; and

WHEREAS, in the judgment of the Treasurer, this contract is to the public advantage;

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. This contract cancels and supersedes any previous contracts between the Treasurer and the Depository relating to the method of handling and collateralization of deposits of monies.
2. This contract, but not the deposits then held hereunder, shall be subject to termination by the Treasurer or the Depository at any time upon 30 days written notice. Deposits may be withdrawn in accordance with the agreement of the parties and applicable federal and state statutes, rules and regulations. This contract is subject to modification or termination upon enactment of any statute, rule or regulation, state or federal, which, in the opinion of the Administrator of the Local Agency Security, is inconsistent herewith, including any changes relative to the payment of interest upon monies so deposited by the Treasurer. Upon notification from the Administrator, the Treasurer may withdraw deposits in the event the Depository fails to pay assessments, fines, or penalties assessed by the Administrator.
3. Interest shall accrue on any monies so deposited as permitted by any act of the Congress of the United States or by any rule or regulation of any department or agency of the Federal Government adopted pursuant thereto. If interest may be legally paid, all monies deposited in accordance with this contract shall bear interest at a rate agreed upon by the Treasurer and the Depository.
4. The Depository shall issue to the Treasurer at the time of each inactive deposit, a receipt on a form agreed to by the Depository and the Treasurer, stating the interest to be paid, if any, the duration of the deposit, the frequency of the interest payments, and the terms of withdrawal. Each such deposit receipt is by reference made a part of this contract.
5. As security for said deposit, the Depository shall at all times maintain with the Agent of Depository named herein, commencing forthwith, eligible securities having a market value in excess of the actual total amount of local agency monies on deposit with the depository as per Government Code 53652. If the eligible security is determined by the Administrator of the Local Agency Security of the State of California in accordance with Government Code Section 53661 to be not qualified to secure public deposits, additional security shall be substituted immediately by the depository, as necessary, to comply with the requirements of this Paragraph.



6. Eligible securities are those listed in Government Code Section 53651, which may include the use of letters of credit issued by the Federal Home Loan Bank of San Francisco pursuant to Government Code 53651(p).
7. The Agent of Depository, authorized by the Treasurer and the Depository to hold the eligible securities posted as collateral under this contract is MUFG Union Bank, N.A. (See Section 8 below). Said Agent of Depository has filed with the Administrator of Local Agency Security of the State of California an agreement to comply in all respects with the provisions of Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code.
8. Authority for placement of securities for safekeeping in accordance with Government Code Section 53659 is hereby granted to the Agent of Depository, including placement with any Federal Reserve Banks or branch thereof, pursuant to Government Code Section 53657, or the Federal Home Loan Bank of San Francisco.
9. If the Depository fails to pay all or part of any deposits of the Treasurer which are subject to this contract when ordered to do so in accordance with the terms of withdrawal set forth on the deposit receipt (which is by reference made a part hereof), the Treasurer will immediately notify, in writing, the Administrator of the Local Agency Security. Action of the Administrator in converting the collateral required by Paragraph 5 above for the benefit of the Treasurer is governed by Government Code Section 53665.
10. The Depository may add, substitute, or withdrawal eligible securities being used as security for deposits made hereunder in accordance with Government Code Section 53654, provided the requirements of Paragraph 5 above are met.
11. The Depository shall have and hereby reserves the right to collect the interest on the securities, except in cases where the securities are liable to sale or are sold or converted in accordance with the provisions of Government Code Section 53665.
12. The Depository shall bear and pay the expense of transportation of eligible securities to and from the designated Agent of Depository.
13. This contract, the parties hereto, and all deposits governed by this contract shall be subject in all respects to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code, and of all other state and federal laws, statutes, rules and regulations applicable to such deposits, whether now in force or hereafter enacted or promulgated, all of which are by this reference made a part hereof.
14. The Treasurer named herein waives the right to collateral based on insurance provided by the Federal Deposit Insurance Corporation not to exceed the maximum amount insured pursuant to federal law, in accordance with Government Code Section 53653.

IN WITNESS WHEREOF, the Treasurer, in his/her official capacity has signed this contract in duplicate and the Depository has caused this contract to be executed in like number by its duly authorized officers.

PUBLIC ENTITY NAME

FIVE STAR BANK

Consumnes Groundwater Authority

NAME OF AUTHORIZED PERSON

NAME OF AUTHORIZED PERSON

James Beckwith - President & CEO

SIGNATURE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

Agenda Item 9a

MUST BE ON PUBLIC ENTITY LETTERHEAD

Date: December 20, 2021

Five Star Bank

2240 Douglas Blvd., Suite 100

Roseville, CA 95661

To Five Star Bank (Bank):

I Name of Authorized Person, title of authorized person for the Consumes Groundwater Authority, certify that the resolutions on this document are a correct copy of the resolutions adopted by the governing body of Consumes Groundwater Authority, whose Federal Tax ID Number is (XX-XXXXXXX). I further attest that the following individuals are authorized signatories on all of the Consumes Groundwater Authority accounts with Five Star Bank.

Signer Name	DL #	DL Issue Date	DL Expiration Date	Signature	Authorizations
Signer #1	CA Y1234567	1/10/2017	1/10/2022		1, 2, 3, 4
Signer #2	CA B9876543	12/15/2017	12/15/2023		1, 2, 3, 4
Signer #3	CA D5678912	5/22/2018	5/22/2023		1, 2, 3, 4

I Name of Authorized Person further attest that the signers listed above are authorized to exercise from the following powers related to our transaction accounts as indicated above: (1) Open or close any deposit account; (2) Endorse checks and orders for payment of money or otherwise withdraw or transfer funds on deposit at Five Star Bank; (3) Enter into Cash Management or other Agreements such as online banking, remote deposit capture, positive pay and others; (4) to give instructions, either orally or in writing, for transfer of funds electronically or other means acceptable to Five Star Bank as per the signed Bank agreements.

This Signature Letter supersedes any previous Signature Letters or authorizations on file. This Signature Letter will remain in effect until an updated or amended Letter has been received by the Bank and processed.

Sincerely,

(Signature of authorized person)

Title - title of authorized person

Agenda Item 9b

Features	Free Business Checking	Ultimate Business Checking	Business Account Analysis
Best if you are looking for...	A business with low monthly check transactions and deposits	A business with moderate to high-volume of checking and/or currency activity	A business with high-volume activity and/or requires advanced cash management services
Minimum opening deposit	\$50.00	\$50.00	\$50.00
Monthly service charge ¹	None	No monthly service charge with \$5,000 ¹ average daily balance \$10 monthly service charge if the average daily balance is not met	Service charges are based on the type and number of transactions processed during the monthly statement cycle. For a list of fees, please request a Business Account Analysis fee schedule.
Competitive interest earned	N/A	Yes	An earnings allowance on an account's net collected balance is applied to offset monthly analysis charges. The earnings allowance is set by F&M Bank and subject to change without notice
Transaction items ^{2, 3}	Up to 500 per statement cycle	Up to 750 per statement cycle	
Cash "in and out" ^{4,5}	Up to \$10,000 cash processing free per statement cycle	Up to \$20,000 cash processing free per statement cycle	
Excess cash handling fees ⁶	None	\$1.30 per \$1,000	
Mobile check deposit ⁷	\$0.50 per item	\$0.50 per item	
Overdraft protection	Available to businesses that qualify	Available to businesses that qualify	Available to businesses that qualify
Visa® Debit Card	Available to businesses that qualify	Available to businesses that qualify	
F&M Bank surcharge for use of Foreign ATM's (non-F&M Bank ATM's)	\$2 per foreign ATM transaction	\$2 per foreign ATM transaction	\$2 per foreign ATM transaction

All of these services⁸ are available for these checking accounts at no additional charge:

- Online Banking & Bill Pay
- Mobile Banking
- Paper or eStatements
- Online Check Images
- Email Alerts
- Smartphone Apps

¹ Other fees such as non-sufficient funds, overdraft, foreign (non F&M Bank) ATM surcharges, etc. may apply. Please refer to our Customer Agreement & Schedule of Charges, Book II, for a complete list of fees and charges that may apply. ² Free Business Checking - If transaction items exceed 500 in combined items per statement cycle, account may be moved to Ultimate Business Checking or Business Account Analysis. ³ Ultimate Business Checking - If transaction items exceed 750 in combined items per statement cycle, account may be moved to Business Account Analysis. ⁴ Free Business Checking - If cash withdrawals and deposits exceed \$10,000 per statement cycle, account may be moved to Ultimate Business Checking or Business Account Analysis. ⁵ Ultimate Business Checking - If cash withdrawals and deposits exceed \$20,000 per statement cycle, account may be moved to Business Account Analysis. ⁶ For Ultimate Business Checking there is a charge for exceeding the cash "in and out" limit and it is not waived when the average daily balance requirement is met. ⁷ Customer must qualify for service; there is no charge for activation. A \$0.50 per item charge for usage will apply. Not available for Business Account Analysis. ⁸ Ask your banker for information on the terms and conditions of these services. Effective 8/1/2020 and subject to change without notice. Refer to the Customer Agreement & Schedule of Charges, Books I & II, for additional information on account terms and fees.

F&M BANK
Where Banking is Easy!

Loans & Leases Designed To Help Your Business Grow

Agriculture & Commercial Loans

Get the financing you need to help grow your business. Our loans are backed by over 100 years of experience and deep understanding of your unique product cycles.

Agriculture & Commercial Real Estate Loans

Our experienced bankers can help you with your real estate loans for acquisition or refinance.

Small Business & Government Loans

By working with various loan guarantee programs such as the U.S. Small Business Administration, we can help your business succeed.

Commercial Equipment Leases

Keep your business competitive with up-to-date equipment at an affordable price. Our commercial equipment leases are a cost-effective alternative to purchasing equipment.

Equipment & Business Term Loans

As your business grows, so do your needs. A business term loan can cover the cost of equipment updates, finance a large asset purchase or help meet a specific financing need.

Please ask an F&M banker about any of these products and services.

Personal & Friendly Full-Service Community Banking at Every Branch

Agenda Item 9b

100+
YEARS
STRONG

F&M Bank welcomes you with a friendly smile providing personal full-service community banking at every branch. Our longstanding commitment is to deliver exceptional customer service and to provide peace of mind that comes from knowing that we always have your best interests at heart.

Strength in Numbers

F&M Bank is proud to have maintained a "5-Star, Superior Bank"¹ rating from BauerFinancial for 29 consecutive years – longer than any other commercial bank in California. Additionally, we stand among only 30 publicly traded companies in the U.S. designated as a Dividend King², which requires they increase their cash dividend annually for 50 consecutive years or more. F&M Bank takes great pride in being included with other Dividend King companies such as Coca-Cola, Procter & Gamble, 3M, Johnson & Johnson and Colgate-Palmolive.

Serving the Needs of Our Communities

F&M Bank employees have volunteered over 30,000 combined hours in community service and supported over 250 non-profit organizations. Not only that, but we have also donated over \$2 million to local charities. We are proud to have achieved and maintained the highest Community Reinvestment Rating possible by the Federal Government. Being recognized with an "Outstanding" rating is so extraordinary, it's awarded to only 13% of all California banks³.

F&M BANK

Where Banking Is Easy!

¹ Based on BauerFinancial Rating updated 1/1/2020. ² Sure Dividend rating updated 7/8/2020. ³ Based on CRA ratings reported by the FFEIC as of 2/14/2020. The above calculations per category reflect an aggregation since 2010.

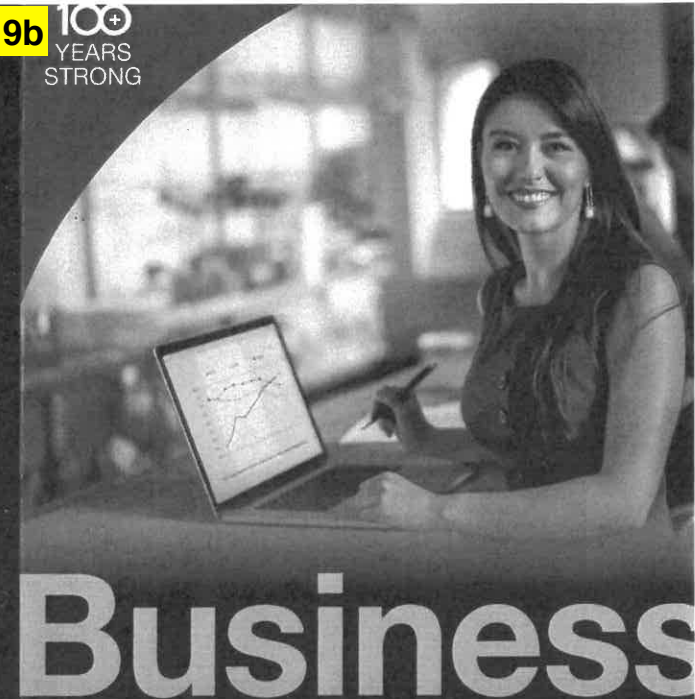
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8/1/0-8-2020



Business

CHECKING ACCOUNTS

F&M BANK

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Agenda Item 10

Cosumnes Groundwater Authority Citizen Advisory Committee (CAC) Overview/Draft Committee Charter

Purpose:

Serve an *advisory* role to the Cosumnes Groundwater Authority (CGA) Board of Directors, to inform the Board's implementation of the Cosumnes Subbasin Groundwater Sustainability Plan (GSP).

Objective:

Develop a mutual understanding of and provide feedback on the implementation of the Cosumnes Subbasin Groundwater Sustainability Plan.

Anticipated Activities:

- Quarterly meetings
- Review available data regarding groundwater conditions and progress on the implementation of the Cosumnes Subbasin GSP
- Provide feedback on discussions and technical work related to the Cosumnes Subbasin's monitoring network, Undesirable Results, Sustainable Management Criteria, and funding mechanisms
- Identify future information needs

Approach:

- The CGA will share draft materials from GSP implementation with the CAC. All draft materials will be informed by CGA Board discussions.
- CAC members will review and discuss draft materials and generate feedback to be shared with the CGA Board.
- Consistent with the Sustainable Groundwater Management Act, the CGA Board will consider whether and how to incorporate CAC feedback.

Discussion Focus:

Each meeting will focus on a topic, or variety of topics, described below. There may be need for additional flexibility on topics.

- Funding Mechanisms
- Projects and Management Actions
- Outreach and Engagement
- Monitoring Network
- Sustainable Management Criteria

CAC Composition:

The CAC will aim to reflect a range of interests and perspectives from a diverse selection of community members in the Cosumnes Subbasin. The Board will solicit a basic application to residents of the Subbasin. This application will ask for the individual's interest and experience in sustainable groundwater management. The Board will periodically review applications. If the Board believes an applicant will be beneficial to the CAC, a formal invitation to join will be extended. The CGA Board also has the right to remove individuals from the CAC. Discussions

Agenda Item 10

of the CAC will be supported by contracted CGA staff, technical consultant EKI (as funding is available), and a facilitation team from the DWR Facilitation Support Services program (if support is granted). The target size of the CAC is 12 people.

Additionally, invitations to the groups listed below may be extended from time to time if relevant topics are planned for discussion:

- NGOs: Cosumnes Coalition, The Nature Conservancy, Environmental Defense Fund, ECOS, California Sportfishing Protection Alliance
- STATE/FED AGENCY: California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, National Marine Fisheries Service, and Bureau of Land Management (Cosumnes Preserve)
- LOCAL AGENCY: Sacramento-Amador Water Quality Alliance, RD-800, Sacramento County Farm Bureau, Sacramento County Cattleman's Association,
- TRIBAL: Wilton Rancheria, Ione Band of Miwok Indians, Jackson Rancheria Band of Miwok Indians, and others
- Representatives from the South American and Eastern San Joaquin Subbasins

Ground Rules:

The CAC will generally rely on the ground rules outlined in Cosumnes Groundwater Authority agreement and the Board's policies, with emphasis on these points:

- The CAC is an advisory body. All final decisions will be made by the CGA Board.
- Focus on developing credible and timely information and understanding
- Foster thoughtful exchange of information and perspectives
- Identify areas of common interests and approach
- To the extent the CAC can identify shared perspectives, it will be of great benefit to the CGA Board

Anticipated Work Product:

We anticipate a series of presentations to the CGA Board summarizing the CAC's key perspectives, recommendations, and areas of agreement and divergence on each of main topics discussed.

Anticipated Timeline:

December 2021 – January 2022:

- Development and Solicitation of CAC Application

February 2022 – March 2022:

- Selection of CAC Members

March 2022 – May 2022:

- First CAC Meeting

Staff Recommendation (December 20, 2021):

- Develop draft application for Board to review in January 2022.
 - Directors/GSAs provide feedback on draft committee charter.
-

Agenda Item 11

Inter-basin Coordination - Letter summarizing GSP coordination efforts (DRAFT)

November 18, 2021

Mr. John Woodling
Groundwater Sustainability Plan Manager
South American Subbasin
Sacramento Central Groundwater Authority
827 7th Street
Sacramento, CA 95814

Dear Mr. Woodling:

The purpose of this letter is to document the coordination activities and to summarize our understanding related to the adjacent Groundwater Sustainability Plans (GSPs) covering the South American Subbasin (SASb) and the Yolo Subbasin (Yolo).

Background

Inter-basin coordination is encouraged by SGMA, as noted in its implementing regulations (23 CCR Section 357.2). Language in the regulations pertaining to inter-basin agreements enumerates a number of recommended areas of coordination to avoid adverse impacts on adjacent basins/subbasins:

- Identification of cooperating basins and GSAs
- groundwater flow across boundaries
- stream/aquifer interactions along boundaries
- common understanding of geology, hydrology and hydraulic connectivity along boundaries
- SMC and monitoring network near boundaries

This language was used as guidance in structuring the coordination efforts described below.

Summary of Coordination Actions

Inter-basin coordination occurred through a series of meetings/calls and email exchanges.

In the initial introductory meetings/calls, the topics covered included:

1. Introductions of GSP team members, roles
2. Inter-basin coordination agreement – discussion of potential points of agreement, benefits of formal versus informal approach – discussed example agreements, potential content
3. Information exchange – discussed potential areas of coordination and associated topics, including groundwater flows along subbasin boundaries, designation of interconnected surface

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waters along boundaries, SMC and monitoring network along boundaries, hydrogeology, GDE identification, etc.) and process for sharing/coordination

4. Potential/need for coordinated outreach along boundaries
5. Next steps and the benefit of additional future meetings – identification of information that could be shared

The primary outcomes from each of the initial meetings were (1) an agreement to continue to meet, (2) an agreement to share information on specific topics (e.g. PMAs, modeling, ISW, GDE, shallow well analysis), and (3) a general agreement to achieve these objectives through an informal process versus a formal agreement.

In the subsequent calls that were convened, numerous topics were discussed, including:

1. Status of GSP development – availability of information – websites - schedules
2. Projects and Management Actions (PMAs) – significant projects occurring along boundaries
3. Models being used and Modeling assumptions
4. Groundwater flows across the surface water boundaries
5. Interconnected Surface Water Designations – stream depletion estimates
6. Monitoring Network along boundaries
7. SMC – Minimum levels and Measurable objectives along the boundaries
8. Projected land use changes along the boundaries
9. GDE methodology
10. Shallow Well impact analysis
11. Agreement to review draft GSPs
12. Process to document coordination between adjacent basin GSP efforts – agreement to use mutually developed letter to summarize coordination actions

Coordination meetings between representatives of SASb and Cosumnes occurred on the following days:

- April 23, 2021
- August 16, 2021
- Plus numerous additional communications between consultant teams regarding CoSANA modeling, GDE analysis, ISW analysis, SMC, Monitoring Network, data gaps – and, attendance at Cosumnes Advisory Committee meetings

Based on our coordination, the Cosumnes GSP team concludes the following with respect to the SASb GSP:

1. Current and projected groundwater flow, projected land use changes, and MTs near our common boundary do not appear to impede our respective abilities to achieve our sustainability goals. Cooperative use of the CoSANA model has improved this coordination.

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2. The monitoring network along our common boundary is sufficient to detect significant changes that could impact our respective GSPs and we will actively share monitoring information along our common boundary.
3. It is currently preferable to document our coordination through this correspondence rather than through a more formal inter-basin agreement.

As noted regarding the above coordination, we have been able to share information to the mutual benefit of each subbasin's GSP development effort and have been able to confirm that the implementation of our respective GSPs will not adversely impact the attainment of our sustainability goals. We have examined findings in each GSP along our boundaries and either confirmed consistency or have agreed to work together during GSP implementation to resolve differences, to the extent they merit such effort.

We recommend a minimum of an annual meeting between our respective GSAs after the completion of each GSP annual report to facilitate the exchange of technical information, coordinate on implementation activities, and to identify and address any emerging trends that may be of concern along our common boundary.

Sincerely,

GSP Plan Manager

Cosumnes Subbasin

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December 2021 DWR Updates (from DWR's North Central Region Office)

Grants

California Grants Portal

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

DWR: DRAFT 2022 IRWM Grant Program Guidelines and Proposal Solicitation Package

We are pleased to announce the release of the DRAFT 2022 IRWM Grant Program Guidelines and Proposal Solicitation Package (GL/PSP) for the Proposition 1 - Round 2 IRWM Implementation Grant (linked and attached for reference) for public review. Release of the drafts commences a 60-day public comment period, which will close at 5:00 pm on February 8, 2021. This solicitation will make **approximately \$192 million** in grant funding available for IRWM implementation projects. ***Please note that the draft identifies a March 2022 deadline for Cycle 1 as originally proposed in early 2021. DWR will update this deadline to later in 2022 in the final Proposal Solicitation Package based on the public comments collected.*** For more information on the Proposition 1 IRWM Implementation Grant Program, visit [Implementation Grant Program](https://implementationgrantprogram.dwr.ca.gov) or e-mail us at: dwr_irwm@water.ca.gov.

DWR: DRAFT SGMA Funding Guidelines and Proposal Solicitation Package

The California Department of Water Resources (DWR) has released the draft [Guidelines](#) and [Proposal Solicitation Package](#) (PSP) for the [Sustainable Groundwater Management \(SGM\) Grant Program's](#) Sustainable Groundwater Management Act (SGMA) Implementation Funding. Round 1 will provide over \$150 million by spring 2022 to regional groundwater agencies in critically overdrafted basins for planning and implementation projects to help comply with SGMA. Future solicitation in 2022-2023 will provide over \$204 million from various funding sources. The public comment period has closed, and the final solicitation is expected to open in December, 2021.

DWR: \$200 Million Drought Funding to Support Small Communities

DWR released [guidelines](#) for how small water systems may apply for funds as part of the Small Community Drought Relief Program. Eligible projects must be designed to benefit small communities (< 3,000 connections or 3,000 AFY) located in counties under Governor Newsom's drought emergency proclamations or which the SWRCB may determine that drought conditions necessitate urgent and immediate action. Small communities impacted by the drought are encouraged to apply as soon as possible as funds will be dispersed on a first come first serve basis and can submit applications or questions to SmallCommunityDrought@water.ca.gov. This grant will fund projects that provide immediate or interim drinking water supplies such as hauled or bottled water deliveries, deepening of wells, new or temporary water tank storage, new pipelines and connections to more reliable nearby systems, etc. No local cost share is required.

Multibenefit Land Repurposing Program, Department of Conservation

Two workshops to hear what stakeholders would like to see in our upcoming Multibenefit Land Repurposing Program. Implementation of the Sustainable Groundwater Management Act requires coordinated management of landscapes to minimize economic, social, and environmental impacts from the transition of agricultural lands to less water-intensive land uses while providing benefits to local and regional communities. The Multi-Benefit Land Repurposing Program seeks to increase regional capacity to repurpose agricultural land to reduce reliance on groundwater while providing community health, economic wellbeing, water supply, habitat, renewable energy, and climate benefits. A total of \$50 million will be available, with up to \$10 million per basin. [Draft program summary can be found here](#) and comments can be sent to shanna.atherton@conservation.ca.gov.

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December 2021 DWR Updates (from DWR's North Central Region Office)

CalFire: Fire Prevention Grants Program FY 2021-2022

CAL FIRE's Fire Prevention Grants Program provides funding for fire prevention projects and activities in and near fire threatened communities. Funded activities include hazardous fuels reduction, wildfire prevention planning, and wildfire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions. **Approximately \$120 Million available, no funding match required, application deadline is 2/9/22.** [More information can be found here.](#)

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

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

Upcoming conferences, webinars, new reports and data

DWR: DRAFT Central Valley Flood Protection Plan (CVFPP) Conservation Strategy 2022

The Conservation Strategy is an integral component of the 2022 CVFPP Update. Its purpose is to provide actionable and measurable targets to improve riverine, aquatic, wetland, and riparian habitat in the flood system through the integration of ecological principles with flood risk reduction projects, operation and maintenance activities, institutional support, and other means (e.g., the removal of fish passage barriers). The Conservation Strategy also provides data, information, and guidance to floodplain managers to assist in the development of multi-benefit flood infrastructure improvement projects by integrating project components and management strategies that benefit native species and their habitats. [The draft document is now available on DWR's website](#) There will be a 60-day review period for the Draft Conservation Strategy; as such, **DWR will be accepting comments until February 10, 2022.** Comments can be submitted via the [webform here](#) or emailed to CScomments@water.ca.gov.

FIRO Workshop and Webinars in January and March

The next Forecast Informed Reservoir Operations (FIRO) Workshop will look at FIRO as a climate resiliency strategy. This is part of a webinar series hosted by the Center for Western Weather and Water Extremes. The workshop will be held Wednesday, Jan. 12 and the 8th annual workshop will be held March 21-24 (tentative). [More information can be found here.](#)

DWR Released California's Groundwater Update 2020 (formerly Bulletin 118) and California's Groundwater Live Online

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

OpenET makes tracking water use data easier with satellite data

A space-based tool is ready to help track water in the western U.S. Using data from satellites, [Open Evapotranspiration](#) (OpenET) gives farmers and other water users information on how much of their water loss

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December 2021 DWR Updates (from DWR's North Central Region Office)

ends up as evapotranspiration. The OpenET data are available for 17 western states, including the Colorado River basin area.

Week of Webinars on Statewide Groundwater Management Efforts

DWR is hosting a week of webinars on statewide groundwater management efforts. **All presentations were recorded and the links are below and can also be found on the program webpage.**

- [2022 Groundwater Sustainability Plan \(GSP\) Submittal Workshop](#)
- [2022 Alternative 5-year Update Submittal Workshop](#)
- [Resources for Sustainable Groundwater Management Act \(SGMA\) Implementation](#) (found under the Sustainable Groundwater Management Program Events tab)
- [Accessing Groundwater Data and Tools](#)

Water Board: Drinking water needs assessments

For the first time, the State Water Resources Control Board has completed a comprehensive look at California water systems that are struggling to provide safe drinking water. [The needs assessment](#) identifies failing water systems and those at risk of failing. It also offers the most in-depth view of long-term drinking water safety the state has ever had. Details are available in this [news release](#).

SGMA

Dry Well Reporting Site

There is a website available to [report private wells going dry](#) at <https://mydrywatersupply.water.ca.gov/report/>. This information reported to this site is intended to inform state and local agencies on drought impacts on household water supplies. The data reported on this site (excluding personal identifiable information) can be viewed on the [SGMA data viewer](#) or downloaded on the [CNRA Atlas](#). Individuals or local agencies can report water shortages and [a list of resources](#) are included on the webpage. The reporting forms are available in both English and Spanish.

DWR is developing eight Proposition 68-funded technical projects

These projects include airborne electromagnetic surveys, improving groundwater elevation and quality monitoring networks, Statewide land use data collection, improved subsidence monitoring network, installing and maintaining stream gauges, maintaining and enhancing statewide well completion reports, managing and reporting sustainable groundwater information, and enhancing and maintaining DWR's modeling tools. Fact sheets on each project can be viewed under the "Prop 68" tab [here](#).

- [AEM webpage](#) contains information on the how the process works, safety, schedule, data submission by GSAs, TAC, pilot study data and more. Public webinar was held **June 8th 12:00 – 1:00**, a [recording can be viewed here](#) and [handouts can be downloaded here](#). **Sonoma Valley Basins were surveyed in November, 2021 and North San Joaquin and Southern Sacramento basins planned for surveying in April 2022.**
- [2018 Statewide Crop Mapping data](#) dataset builds on the 2014 and 2016 statewide crop mapping datasets DWR previously released and includes multi-cropping information. The 2018 dataset includes agricultural land use and urban boundaries for all 58 counties in California. Water year 2019 is planned to be released in 2022.
- [InSAR subsidence data](#) is now available [through October of 2020](#) and can be viewed on the [SGMA data viewer](#). The updated GIS services and data reports are also available [online](#). Future data will be released on a quarterly basis.

Agenda Item 14

December 2021 DWR Updates (from DWR's North Central Region Office)

DWR Releases First and Second batches of GSP Assessments

On June 3rd, DWR released its first assessments of groundwater sustainability plans, which includes the approval of GSPs for the Santa Cruz Mid-County Basin and the 180/400-Foot Aquifer Subbasin. In addition, DWR also notified GSAs in the Cuyama Valley Basin and Paso Robles Subbasin that their GSPs lack specific details and are not yet approved. **On November 18th, 2021 the next round of assessments were released** including the approval of GSPs for the North and South Yuba Subbasins in Yuba County and the Oxnard Subbasin and Pleasant Valley Basin in Ventura County. In addition, DWR also notified groundwater sustainability agencies (GSAs) in the Eastern San Joaquin Subbasin, Merced Subbasin, Chowchilla Subbasin, and Westside Subbasin that their GSPs lack specific details and are not yet approved. **On December 9th**, DWR issued letters to communicate to the agencies representing the remaining six subbasins within the San Joaquin Valley Basin on the status of their groundwater sustainability plans, which contain deficiencies that will need to be addressed. These assessments and notification letters, along with other pertinent information, can be viewed [here on the DWR SGMA Portal](#).

Outreach and Educational Materials Available

DWR's [SGMA Assistance and Engagement webpage](#) has added new communication and engagement toolkit items including:

- A new video – [Groundwater: California's Vital Resource](#) now available in [English](#), [Spanish](#), [Punjabi](#), and [Hmong](#)
- A Story Map for a non-technical audience – [Groundwater: Understanding and Managing this Vital Resource](#)
- [Guidance on Engaging and Communicating with Underrepresented Groundwater Users](#)
- [SGMA Communications: Media Relations and Social Media](#), including [DWR's Groundwater Media Contacts](#)
- "DWR's Assistance Role in Groundwater Management" video: [English](#) and [Spanish](#)

CASGEM to Monitoring Network Module Transition Frequently Asked Questions Available

The [CASGEM to Monitoring Network Module Transition Frequently Asked Questions](#) (FAQ) document covers questions related to the Groundwater Monitoring Law, the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, a GSP's required monitoring, the SGMA Portal's Monitoring Network Module (MNM), and a basin's or subbasin's transition from the CASGEM Online System to the SGMA Portal's Monitoring Network Module .

C2VSim Fine Grid Update Published April 2021

DWR has released an update to the Fine-Grid California Central Valley Groundwater-Surface Water Simulation (C2VSimFG) Model, which can be used by Groundwater Sustainability Agencies (GSAs) developing water budgets for their GSPs. [C2VSimFG Version 1.01](#) utilizes the latest version of the Integrated Water Flow Model software and corrects minor errors in the model files. These updates do not significantly affect the overall model calibration; however, resulting changes to simulated groundwater levels may vary by basin.

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

- GSA's developing GSPs are eligible to receive funding for identification and engagement of interested parties, meeting facilitation, interest-based negotiation/consensus building, and public outreach facilitation
- More information [can be found here](#). [New written translation services available in 10 languages for outreach materials \(5,000 word maximum\).](#)