



Stanislaus & Tuolumne Rivers Groundwater Basin Association
Groundwater Sustainability Agency
1231 11th Street | Modesto, CA 95354
Email: strgba@mid.org

STRGBA GSA AGENDA

June 5, 2024 (1:30 p.m. – 3:00 p.m.)

Webinar Digital Platform or Phone Meeting

<https://us02web.zoom.us/j/86592069344>

By phone: 1-669-900-9128

Webinar ID: 865 9206 9344

PUBLIC PARTICIPATION

The public may participate in this meeting in the three ways described below.

Instructions for Participating in STRGBA GSA & Technical Advisory Meeting via Zoom Webinar or Phone

On your desktop/iPad or tablet/laptop:

1. To join the webinar, click the link published in the Agenda for the current meeting about 5 minutes before the webinar begins.
2. Follow the on-screen instructions to install and/or launch the Zoom application.
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In person: Oakdale Irrigation District 1205 E. F Street, Oakdale

To view a physical copy of the agenda, please visit the Oakdale Irrigation District office at 1205 East F Street, Oakdale. A complete copy of the agenda packet is also available on www.strgba.org.



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1. Call to Order/Welcome and Introductions
(Four agencies are needed for a quorum)
2. Business from the Public
Who: Public
Expected Outcome: Interested persons are welcome to introduce any topic within the Agency's jurisdiction. Matters presented under this heading may be discussed but no action will be taken by the Agency at this meeting. It is not required, but speakers may provide their name and address. Public Comments will be limited to five minutes per speaker.
3. Topic: Approve 5/22/2024 Meeting Minutes [[Action Item](#)]
Who: Eric Thorburn, Committee
Expected Outcome: Approval
4. Topic: Approve MOU for GW Sustainability Planning, Reporting, Studies, Mutual Aid, and Support Services [[Action Item](#)]
Who: Jesse Franco, Committee
Expected Outcome: Approval
5. Topic: Draft STRGBA GSA and Member Agency Resolutions Adopting a Revised GSP and Documenting the Commitment to Develop and Implement a Well Mitigation Plan and Management Actions in the Modesto Subbasin
Who: Eric Thorburn, Committee
Expected Outcome: Discussion
6. Next Meeting
June 12, 2024, at 1:30 p.m.
7. Committee Comments/Reports



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MEETING MINUTES

May 22, 2024 (1:30 p.m. – 3:00 p.m.)

The meeting was called to order at 1:31 p.m.

1. Welcome and Introductions

The following members of the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency (STRGBA GSA) attended either in-person or via Zoom.

In-Person Attendees:

Modesto Irrigation District (MID): Jesse Franco
Oakdale Irrigation District (OID): Eric Thorburn
Stanislaus County: Christy McKinnon
City of Waterford: Michael Pitcock
City of Oakdale: Ian Sather
City of Modesto: Tim Barahona

Other Attendees:

Darin Smallen
Chad Taylor
Ali Taghavi
Dave Cameron
Iris Prieststaff
Ryan Athey
Ali Stevens
David Avila
Doug Maner
Julia Stornetta
Juan Ochoa
Liz Elliott
Ann Absher
Hilary Reinhard
Joanna Zsermata
Janice Keating
Louis Brichetto
Gordon Enas
Bill Fogarty
Scot Moody

2. Business from the Public

Avila announced a meeting for land and water rights.

3. Approve 3/27/2024 Meeting Minutes [Action item]

Franco moved, 2nd by Pitcock to approve the 3/27/2024 meeting minutes.



4. Approve MOU for GW Sustainability Planning, Reporting, Studies, Mutual Aid, and Support Services

Franco explained the joint MOU aims to authorize the agencies to initiate a contract with consultants, facilitate payments on behalf of the STRGBA GSA, and secure reimbursements from member agencies. McKinnon stated Stanislaus County (Stanco) will need time to allow their legal team to review the contract.

Pitcock moved, 2nd by Sather, to revisit the MOU for Groundwater Sustainability Planning, Reporting, Studies, Mutual Aid, and Support Services at the next meeting.

5. Water Quality/Interconnected Surface Water/Well and Land Subsidence Impacts Analysis Results

Todd Groundwater gave a presentation on well impacts, subsidence analysis, interconnected surface water, water quality analysis and well mitigation program. The presentation and comments can be viewed at <https://youtu.be/Ad3L4E3XZZM>.

6. Well Mitigation Components

Todd Groundwater gave a presentation on well mitigation components. The presentation and comments can be viewed at <https://youtu.be/Ad3L4E3XZZM>.

7. GSP Water Balance Review – Projects and Management Actions Overview

Woodard & Curran gave a presentation on well mitigation components. The presentation and comments can be viewed at <https://youtu.be/Ad3L4E3XZZM>.

8. Management Actions Commitment Resolution/MOU Components & Schedule

Thorburn explained that the DWR has requested the submission of an MOU or a resolution with the GSP, committing to the development of a well mitigation plan and management actions within the Modesto Subbasin. He suggested that when member agencies meet with their respective councils for GSP approval, they should also present a commitment to management actions and well mitigation programs for approval.

9. Next Meeting

June 5 at 1:30 p.m.

10. Committee Comments/Reports

Franco notified the group that MID has distributed a groundwater survey for feedback. For more details, reach out to Public Affairs at mid.org.

MEMORANDUM OF UNDERSTANDING
by and between the
STANISLAUS AND TUOLUMNE RIVERS GROUNDWATER BASIN ASSOCIATION
GROUNDWATER SUSTAINABILITY AGENCY MEMBER AGENCIES
for
UNDERTAKING GROUNDWATER SUSTAINABILITY PLANNING, REPORTING,
STUDIES, MUTUAL AID, and SUPPORT SERVICES WITHIN MODESTO SUB-BASIN

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), made in the State of California as of the ____ day of _____, 2024, is by and between the member agencies of the Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA), Groundwater Sustainability Agency (GSA), which includes: the County of Stanislaus, a political subdivision of the State of California; the Oakdale Irrigation District, a California irrigation district; the City of Oakdale, a California public agency; the City of Riverbank, a California public agency; the City of Modesto, a California public agency; the City of Waterford, a California public agency; and the Modesto Irrigation District, a California irrigation district (each referred to individually as a “Member Agency” or collectively as the “Member Agencies”).

RECITALS

WHEREAS, groundwater and surface water resources within the Modesto Sub-basin of the San Joaquin Valley Groundwater Basin (DWR Bulletin 118 No. 5-22.02) (“Sub-basin”) are vitally important resources for necessary for maintaining the economic viability, environmental sustainability, and prosperity of the Modesto Sub-basin, and its individual constituents; and

WHEREAS, although each of the Member Agencies overlies, and has rights to extract groundwater from the Sub-basin, each member agency’s individual surface and groundwater rights, historical groundwater production, and groundwater recharge and conveyance activities vary greatly from one another; and

WHEREAS, the Sustainable Groundwater Management Act (“SGMA”) authorizes local agencies to manage groundwater locally, and in a sustainable fashion; and

WHEREAS, SGMA requires groundwater basins designated as either medium or high priority to be managed by one or more Groundwater Sustainability Agencies (“GSA”) by June 30, 2017, and that GSAs adopt a groundwater sustainability plan (“GSP”) by January 31, 2022; and

WHEREAS, pursuant to SGMA, a combination of local agencies may form a GSA through a memorandum of understanding, or other legal agreement; and

WHEREAS, each of the Member Agencies overlies a portion of the Sub-basin, and is a local agency as defined by SGMA; and

WHEREAS, in order to coordinate groundwater management activities and to comply with SGMA, the Member Agencies desire to form a GSA for the portion of the Sub-basin that lies within their collective jurisdictions; and

WHEREAS, the Member Agencies entered into a Memorandum of Understanding in 2016 to form the Stanislaus and Tuolumne Rivers Groundwater Basin Association, Groundwater Sustainability Agency (STRGBA GSA); and

WHEREAS, an agreement is needed to allow current or incoming Member Agencies to reimburse another member agency designated as a budget or consultant contract administrator Member Agency for their equitable share (which is based on the number of participating member

agencies) of activities conducted under auspices of SGMA, and to permit the Member Agencies to pay for services provided by third party consultants, or another Member Agency's employees involving collaborative planning, reporting, monitoring, research, mutual aid, and other activities performed on behalf of the STRGBA GSA.

NOW, THEREFORE, it is mutually understood and agreed as follows:

SECTION 1: AUTHORITY OF MEMBER AGENCIES

- 1.1 Districts are special purpose irrigation districts formed under California Law.
- 1.2 The City of Modesto, City of Oakdale, City of Riverbank, and City of Waterford, are responsible for managing municipal utilities within their respective jurisdictional areas pursuant to their City Charters, Municipal Codes, and applicable California law.
- 1.3 The County of Stanislaus and County of Tuolumne are political subdivisions of the State of California

SECTION 2: DEFINITIONS

- 2.1 "**Consulting Services**" refers to planning, reporting, monitoring and research activities performed by Contractors hired by a Member Agency on behalf of the STRGBA GSA for the management of collective groundwater and surface water resources, that the Member Agencies may agree to jointly fund during the term of this MOU. Consulting Services are described in more detail in Section 3.1.
- 2.2 "**Contractors**" refers to third party professional service consultants hired by a Member Agency to perform any of the Consulting Services described in Section 3.1 using funding provided by the Member Agencies under the terms of this MOU.
- 2.3 "**Direct Services**" means mutual aid and support services, including administrative, project management, or field investigation activities, that are provided by employees of one Member Agency for one or more other Member Agencies using the Task Order process described in Section 3.2.
- 2.4 "**Districts**" means the Modesto and Oakdale Irrigation Districts.
- 2.5 "**Fiscal Year**" refers to the Cities' and/or Counties' fiscal year beginning on July 1 of one calendar year and ending on June 30 of the succeeding calendar year.
- 2.6 "**GSA**" means Groundwater Sustainability Agency
- 2.7 "**MID**" refers to the Modesto Irrigation District.
- 2.8 "**OID**" refers to the Oakdale Irrigation District.
- 2.9 "**Member Agencies**" means MID, OID, County of Stanislaus, City of Modesto, City of Riverbank, City of Waterford, and the City of Oakdale.
- 2.10 "**Stanislaus County**" refers to the County of Stanislaus
- 2.11 "**STRGBA GSA**" means Stanislaus and Tuolumne Rivers Groundwater Basin Association, Groundwater Sustainability Agency

2.12 “Sub-Basin” means the Modesto Sub-basin of the San Joaquin Valley Groundwater Basin (DWR Bulletin 118 No. 5-22.02)/

2.13 “Task Order” refers to the form exchanged by the Member Agencies for the performance of Direct Services.

2.14 “Tuolumne County” refers to the County of Tuolumne. Tuolumne County is an independent GSA in the Modesto Sub-basin. Tuolumne County has established a separate agreement with Stanislaus County for participation in the STRGBA GSA.

SECTION 3: PLANNING, REPORTING, MONITORING, RESEARCH, STUDIES, AND SUPPORTING ACTIVITIES

3.1 Consulting Services: Any Member Agency may propose hiring Contractors to perform Consulting Services that benefit the Sub-Basin’s collective groundwater and surface water resources. Consulting Services may consist of planning, reporting, monitoring, research, studies, and supporting services that promote the coordination of groundwater management planning activities within the Sub-basin, such as groundwater monitoring and project development and implementation. Consulting Services may consist of research activities concerning subjects such as groundwater pumping and usage, evaluation of the Sub-basin's need for additional or improved water extraction, storage, delivery, conservation, and recharge facilities, groundwater recharge, hydrology, climatology, land usage, and landscape processes. All Member Agencies may agree to participate in the proposed Consulting Services, or only certain Member Agencies may agree to participate in the proposed Consulting Services, depending on the nature of the proposed Consulting Services and available funding. The implementation and funding of Consulting Services shall be subject to the following requirements:

3.1.1 Scope of Work and Budget: The Member Agencies participating in the Consulting Services shall jointly agree in writing on the scope of work and budget for each proposed planning, monitoring, and research activity to be performed by Contractors, and on any amendments to work scopes or budgets for Consulting Services using Contractors that were previously approved by the Member Agencies.

3.1.2 Funding: The Member Agencies participating in the Consulting Services shall share the costs of any agreed upon Consulting Services equally, or in such other proportion as those Member Agencies may agree in writing. Stanislaus County agrees and promises that, for all cost-share obligations under this Agreement, including cost-share for Base Fee and Contingency Services, it shall also be responsible for all cost-share amounts allocable to Tuolumne County.

3.1.3 Execution and Administration of Contracts with Contractors: Any Member Agency that proposes to hire one or more Contractors to perform Consulting Services must obtain the other participating Member Agency, or Member Agencies’ written approval of the proposed contract, scope of work, and budget before hiring the Contractors. The hiring Member Agency will execute the contract(s) for Consulting Services and administer and serve as the project manager of the contract(s). The hiring Member Agency shall obtain the other participating Member Agency or Member Agencies’ advance written approval for any amendment(s), changes in scope, or compensation paid to Contractors under previously approved contracts for Consulting Services. All contract(s) for Consulting Services shall contain language that deems the Contractor(s) to be an

independent contractor of the hiring Member Agency, and not an agent or employee of any other Member Agency to this MOU. Each Member Agency participating in Consulting Services under this MOU shall have the right to review and comment on draft versions of all reports submitted as deliverables by Contractor(s) that were prepared using funding provided in whole or part by that Member Agency. The hiring Member agency shall transmit the draft deliverables or direct the Contractor(s) to transmit the draft deliverables, to the other participating Member Agency or Member Agencies for review and comment. If a reviewing Member Agency does not provide comments on draft deliverables within thirty (30) calendar days from the date of receipt, that Member Agency will be deemed to have approved the content of the draft deliverables. The hiring Member Agency shall transmit final versions of all deliverables to the other Member Agencies providing funding for the Consulting Services.

3.2 Direct Services: Any Member Agency to this MOU may (a) request that another Member Agency provide it with Direct Services, or (b) offer to provide Direct Services to another Member Agency. The Member Agency providing the Direct Services shall prepare, and the Member Agency or Member Agencies receiving the Direct Services shall approve, a Task Order that describes the scope of work, schedule for completion, names and hourly rates of personnel involved, and total estimated budget for the Direct Services to be performed. The Member Agency providing the Direct Services and the Member Agency or Member Agencies receiving the Direct Services will agree in writing on the allocation of costs among the Member Agencies for the Direct Services before the Direct Services are provided.

SECTION 4: GENERAL PROVISIONS

4.1 Fiscal Limitations: This MOU is subject to the budget and fiscal provisions of the Member Agencies' respective Charters, Financial Policies, and the budget decisions of its Board of Directors, Board of Supervisors, or Council. No funds will be available hereunder until prior written authorization is approved by the respective Member Agencies' authorized designee(s).

4.2 Guaranteed Maximum Costs. The Member Agencies' payment obligation to Member Agencies or Contractors cannot at any time exceed the amount approved for the purpose and period stated in such written approval. No Member Agencies are required to honor, any offered or promised payments to other Member Agencies or Contractors under this Agreement in excess of the approved maximum amount without the Member Agencies having first approved the additional promised amount, and the Member Agencies having modified the contractual agreement.

4.3 Invoices: Any Member Agency that has hired Contractor(s) for Consulting Services, and/or is providing Direct Services under Section 4 of this MOU shall invoice the other Member Agencies benefiting from such services for their agreed upon shares of the costs on a monthly basis, unless another arrangement has been agreed upon in writing. Such invoices shall be paid within thirty (30) calendar days of receipt by the Member Agency being charged for such services. All invoices shall set forth in detail the Direct or Consulting Services provided, and the expenses incurred, and shall identify which Member Agency and/or Contractor(s) provided such services.

4.4 Insurance: The Member Agencies' contract(s) with Contractor(s) for Consulting Services performed shall require all Contractors to maintain in force during the course of the contract insurance in the following amounts and coverages, with insurers satisfactory to the Member Agencies: (i) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and (ii) Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable. Each policy shall: (i) name the other Member Agency or Member Agencies funding the Consulting Services, and their officers, officials, employees and agents, as additional insureds; (ii) provide that the insurance is primary to any other insurance available to any additional insured, with respect to any claims arising out of this MOU; (iii) provide that it applies separately to each insured against whom claim is made or suit is brought; and (iv) provide for at least thirty (30) days' advance written notice to the Member Agencies of cancellation or modification.

4.4.1 Workers Compensation Insurance for Direct Services: Each Member Agency agrees to maintain in force, during the term of this MOU, Workers' Compensation insurance, in statutory amounts, with Employers' Liability Limits of not less than \$1,000,000 each accident. Each Member Agency will provide the other Member Agencies evidence of Workers' Compensation insurance prior to entering into this MOU. With respect to employees of a particular Member Agency who are performing Direct Services for another Member Agency, the Member agency that is the recipient of the Direct Services shall not be considered a joint employer of any such employees, who shall be solely managed and controlled by the Member Agency providing the Direct Services.

4.5 Indemnification: Member Agencies shall indemnify and hold each respective Member Agency, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages (collectively, "Claims") arising out of the performance of this MOU, but only in proportion to, and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of Member Agencies, their officers, agents or employees. In the event of concurrent negligence of a Member Agency, its officers, employees and agents, the liability for any and all Claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

4.6 Third Party Beneficiary Status and Indemnity: All contracts with Contractors for Consulting Services shall (1) contain language granting third party beneficiary status to any Member Agency contributing funds towards the performance of the Consulting Services; and (2) name all Member Agencies funding the Consulting Services as additional indemnitees in any indemnity clause customarily used by the contracting Member Agency in relation to any and all claims for bodily injury or property damage arising out of the negligence or willful misconduct of the Contractor.

4.7 Audit and Inspection of Records: Each Member Agency agrees to maintain and make available to the other Member Agencies, during regular business hours, accurate books and accounting records relating to their activities under this MOU. Each Member Agency will permit any other Member Agency to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this MOU, whether funded in whole or in part under this MOU. Each Member Agency shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this MOU or until after final audit has been resolved, whichever is later.

The State of California or any Federal agency having provided grant funds for any work under this MOU shall have the audit and inspection rights as conferred by the grant funding. Each hiring Member Agency under Section 3.1.3 shall include the same audit and inspection rights and record retention requirements in all Consulting Services contracts.

- 4.8 Ownership of Results:** The Member Agencies shall have joint ownership of the deliverables that are produced under this MOU, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by the Member Agencies or their Contractors for the purposes of this MOU. To the extent that deliverables are produced under this MOU through Consulting Services that are funded by only two Member agencies, rather than all Member Agencies, the two Member Agencies that have funded those Consulting Services shall have joint ownership of those deliverables.
- 4.9 Payment of Prevailing Wages:** Member Agencies agree to comply with all applicable local, state and federal laws respecting the payment of prevailing wages for Direct Services provided under this MOU and ensure that all contracts for Consulting Services include a requirement for the Contractor to comply with applicable laws regarding the payment of prevailing wages.
- 4.10 Term:** The term of this MOU shall commence once all named parties have executed this MOU and shall remain in effect unless terminated by the mutual written consent of all Parties. Every Member Agency has the ability to withdraw from this MOU upon thirty (30) days written notice. Upon termination of this MOU, or withdrawal of any Member Agency, the Committee shall determine the assets and liabilities of the STRGBA GSA, make every effort to satisfy all obligations within sixty (60) days of the termination of this MOU, or withdrawal of any Member Agency and equitably distribute any remaining fund balance to each Member Agency in proportion to each Member Agency's Funding Percentage
- 4.11 Invalidity of Any Term Not to Invalidate Entire Memorandum:** In the event that any of the terms, covenants, or conditions of this MOU or the application of any such term, covenant, or condition shall be held invalid as to any Member Agency by any court of competent jurisdiction, all other terms, covenants, or conditions of this MOU and their application shall not be affected thereby, but shall remain in full force and effect unless any such court holds that those provisions are not separable from all other provisions of this MOU.
- 4.12 Construction of Terms:** This MOU is for the sole benefit of the Member Agencies comprising the STRGBA GSA, and shall not be construed as granting rights to, or imposing any obligations on any person or entity other than the Member Agencies.
- 4.13 Limitation of Liability:** The Member Agencies' obligations under this agreement shall be limited to the payment of the compensation provided for in Section 3.3 of this MOU. Notwithstanding any other provision of this MOU, in no event shall any Member Agency be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this agreement or the services performed in connection with this agreement.
- 4.14 Termination for Convenience:** The Member Agencies may each terminate this MOU for convenience and without cause at any time by giving the other Member Agencies at least thirty (30) days prior written notice of such termination. The terminating Member Agency's written notice shall specify the date on which the termination shall become effective. In the event of termination, each Member Agency shall not be obligated to perform any further

activities described in this MOU except as specified in this Section 4.14. In the event of termination, each Member Agency remains obligated to pay for its share of any Consulting or Direct Services performed by Contractors or employees of a Member Agency for which the terminating Member Agency has previously agreed in writing to share costs pursuant to this MOU up to the effective termination date; and all Contractors and the Member Agencies shall be required to complete any Consulting or Direct Services previously funded by the Member Agencies to their satisfaction. In no event will any Member Agency be liable for Consulting Services costs incurred by Contractors or Direct Services costs incurred by a Member Agency under this MOU after the effective termination date.

4.15 Amendment: The Member Agencies may agree to modify the terms of this MOU by written agreement authorized by the governing boards of the Member Agencies.

4.16 Dispute Resolution: The Member Agencies shall make good faith efforts to resolve disputes or disagreements arising from this MOU. If a dispute or disagreement arises, the Member Agencies shall meet and confer within ten (10) calendar days of receiving written notification from a Member Agency describing the dispute and shall thereafter schedule and participate in further meetings, if appropriate, in an effort to resolve the dispute or disagreement.

4.17 Governing Law: This MOU is made under and shall be governed by the laws of the State of California.

4.18 Counterparts: This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

In WITNESS WHEREOF, the Member Agencies have executed this Memorandum of Understanding by their duly authorized representatives as of the day and year indicated on the first page of this MOU.

[Signatures on Following Page]

MODESTO IRRIGATION DISTRICT

By: _____ Date: _____
Jimi Netniss
General Manager, MID

Authorized by MID Resolution No. _____

Approved as to form:

By: _____
General Counsel

**STANISLAUS AND TUOLUMNE RIVERS GROUNDWATER BASIN ASSOCIATION
GROUNDWATER SUSTAINABILITY AGENCY
RESOLUTION NO. 2024-XX**

**RESOLUTION ADOPTING A REVISED GROUNDWATER SUSTAINABILITY PLAN
AND DOCUMENTING THE COMMITMENT TO DEVELOP AND IMPLEMENT A
WELL MITIGATION PROGRAM AND DEMAND MANAGEMENT ACTIONS IN THE
MODESTO GROUNDWATER SUBBASIN**

- A. WHEREAS**, the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency (STRGBA GSA), consisting of the City of Modesto, Modesto Irrigation District, City of Oakdale, Oakdale Irrigation District, City of Riverbank, City of Waterford and County of Stanislaus was formed on February 16, 2017, for the purpose of sustainably managing groundwater in the Modesto Subbasin, within its jurisdictional boundaries, pursuant to the requirements of the Sustainable Groundwater Management Act (SGMA); and
- B. WHEREAS**, the STRGBA GSA coordinated with the County of Tuolumne GSA to develop a single, coordinated groundwater sustainability plan (GSP) for the Modesto Subbasin which was approved by both the STRGBA GSA and County of Tuolumne GSA; and
- C. WHEREAS**, the final Modesto Subbasin GSP was submitted to DWR on January 31, 2022; and
- D. WHEREAS**, Minimum Thresholds (MTs) were established in the Modesto Subbasin GSP as a basis of where long-term Undesirable Results would start to occur; and
- E. WHEREAS**, 2027 Interim Milestones (IMs) were established in the Modesto Subbasin GSP to acknowledge the continued groundwater level decline anticipated to occur temporarily during the initial years of GSP implementation; and
- F. WHEREAS**, the STRGBA GSA acknowledges that during the 20-year GSP implementation period it will be necessary to implement projects and management actions to achieve and maintain sustainable groundwater conditions in the Subbasins by or before 2042; and
- G. WHEREAS**, it is acknowledged that successful implementation of planned GSP projects to achieve their intended recharge benefits during the 20-year GSP implementation period (prior to 2042) is dependent in part on uncertainties related to hydrologic conditions, including precipitation and snowpack, and available water supply during that time period, and
- H. WHEREAS**, the STRGBA GSA acknowledges that implementation of management actions will be necessary to offset these uncertainties related to project implementation and project benefits to ensure that sustainable groundwater conditions are achieved in the subbasin by or before 2042; and
- I. WHEREAS**, it is acknowledged that wet hydrologic conditions and faster implementation of projects may result in diminished need for management actions, and
- J. WHEREAS**, the STRGBA GSA acknowledges that dry hydrological conditions, prolonged drought, and delayed implementation of projects may result in an accelerated need for management actions, and

K. WHEREAS, on January 18, 2024, DWR provided notification to the STRGBA GSA and County of Tuolumne GSA that the GSP was considered incomplete and two deficiencies were identified; and

L. WHEREAS, a revised GSP to address the deficiencies identified by DWR must be submitted to DWR by July 16, 2024 to avoid the state intervention process provided for in SGMA; and

M. WHEREAS, on March 29, 2024 the STRGBA GSA and County of Tuolumne GSA released the Notice of Intent to Adopt the Revised GSP to cities and counties in the plan area pursuant to Water Code section 10728.4;

N. WHEREAS, the STRGBA GSA and County of Tuolumne GSA have addressed the deficiencies through the development of a revised GSP which has been reviewed by the GSA member agencies and presented at public meetings; and

O. WHEREAS, the STRGBA GSA and County of Tuolumne GSA have reviewed and responded to comments on the revised Modesto Subbasin GSP; and

P. WHEREAS, all seven STRGBA GSA member agencies have held public hearings, adopted the draft GSP and authorized the Modesto Subbasin Plan Manager to submit the final GSP to DWR; and

Q. WHEREAS, the STRGBA GSA recognizes that in order to obtain a determination that the GSP is complete, DWR is seeking a firm commitment from the STRGBA GSA and County of Tuolumne GSA to develop a well mitigation program and management actions to address and mitigate impacts from groundwater level declines that may occur when water levels drop below the MTs to the 2027 IMs defined in the Modesto Subbasin GSP; and

R. WHEREAS, such management actions to be considered as outlined in the GSP include, but are not limited to:

- A groundwater allocation and pumping management program
- A groundwater extraction and surface water reporting program
- Groundwater extraction fees
- A groundwater pumping credit market and trading program
- Voluntary conservation/land fallowing
- Conservation practices; and

S. WHEREAS, the STRGBA GSA acknowledges that SGMA requires sustainable groundwater management based on a 2015 baseline but does not make STRGBA GSA and County of Tuolumne GSA responsible for injury caused by overdraft; and

T. WHEREAS, the STRGBA GSA acknowledges that they cannot control groundwater conditions not caused by actions taken by the GSA; and

U. WHEREAS, the STRGBA GSA commits to develop a well mitigation program and management actions along with the County of Tuolumne GSA; and

V. **WHEREAS**, funding sources may be subject to the Proposition 218 process and may include GSA fees and assessments, landowner groundwater pumping fees and penalties, agency funds, and grant funding; and

NOW, THEREFORE, BE IT RESOLVED that the STRGBA GSA finds as follows:

1. STRGBA GSA hereby adopts this resolution approving the revised Modesto Subbasin GSP and committing to develop a well mitigation plan and management actions in the Modesto Subbasin to ensure long-term groundwater sustainability.
2. STRGBA GSA authorizes its member agencies to collaborate with consultants, stakeholders and the County of Tuolumne GSA to take such actions as may be reasonably necessary to:
 - a. Develop and implement a well mitigation program inclusive of the procurement of baseline funding amounting to \$300,000 no later than January 31, 2026. Upon implementation, the well mitigation program shall continue into perpetuity unless otherwise directed by the STRGBA GSA.
 - b. Develop management actions, inclusive of a fee structure and/or identified sources of funding, no later than January 31, 2026. Such management actions shall be implemented no later than January 31, 2027 and, upon implementation, shall continue into perpetuity unless otherwise directed by the STRGBA GSA.
3. The STRGBA GSA authorizes the Modesto Subbasin Plan Manager to submit the revised GSP to DWR by July 16, 2024.

Upon motion of _____, seconded by _____, and duly submitted to the STRGBA GSA for its consideration, the above-titled Resolution was adopted this ____ day of _____, 2024.

STRGBA GSA

Eric C. Thorburn
STRGBA GSA Chair

Jesse Franco
STRGBA GSA Vice-Chair

[INSERT AGENCY NAME]
RESOLUTION NO. 2024-NIL

**RESOLUTION ADOPTING A REVISED GROUNDWATER SUSTAINABILITY PLAN
AND DOCUMENTING THE COMMITMENT TO DEVELOP AND IMPLEMENT A WELL
MITIGATION PROGRAM AND MANAGEMENT ACTIONS IN THE MODESTO
GROUNDWATER SUBBASIN**

A. WHEREAS, the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency (STRGBA GSA) consists of the City of Modesto, Modesto Irrigation District, City of Oakdale, Oakdale Irrigation District, City of Riverbank, City of Waterford and County of Stanislaus, and was formed on February 16, 2017 for the purpose of sustainably managing groundwater in the Modesto Subbasin, within its jurisdictional boundaries, pursuant to the requirements of the Sustainable Groundwater Management Act (SGMA);

B. WHEREAS, the STRGBA GSA coordinated with the County of Tuolumne GSA to develop a single, coordinated groundwater sustainability plan (GSP) for the Modesto Subbasin which was approved by both GSAs; and

C. WHEREAS, the final Modesto Subbasin GSP was submitted to DWR on January 31, 2022; and

D. WHEREAS, Minimum Thresholds (MTs) were established in the Modesto Subbasin GSP as a basis of where long-term Undesirable Results would start to occur; and

E. WHEREAS, 2027 Interim Milestones (IMs) were established in the Modesto Subbasin GSP to acknowledge the continued groundwater level decline anticipated to occur temporarily during the initial years of GSP implementation; and

F. WHEREAS, the **[INSERT AGENCY NAME]** acknowledges that during the 20-year GSP implementation period it will be necessary to implement projects and management actions to achieve and maintain sustainable groundwater conditions in the Subbasins by or before 2042; and

G. WHEREAS, the **[INSERT AGENCY NAME]** acknowledges that successful implementation of planned GSP projects to achieve their intended recharge benefits during the 20-year GSP implementation period (prior to 2042) is dependent in part on uncertainties related to hydrologic conditions, including precipitation and snowpack, and available water supply during that time period, and

H. WHEREAS, the **[INSERT AGENCY NAME]** acknowledges that implementation of management actions will be necessary to offset these uncertainties related to project implementation and project benefits to ensure that sustainable groundwater conditions are achieved in the subbasin by or before 2042; and

I. **WHEREAS**, the [INSERT AGENCY NAME] acknowledges that wet hydrologic conditions and faster implementation of projects may result in diminished need for management actions, and

J. **WHEREAS**, the [INSERT AGENCY NAME] acknowledges that dry hydrological conditions, prolonged drought, and delayed implementation of projects may result in an accelerated need for management actions, and

K. **WHEREAS**, on January 18, 2024, DWR provided notification to the GSAs that the GSP was considered incomplete and two deficiencies were identified; and

L. **WHEREAS**, the GSAs are required to correct the deficiencies and submit a revised or otherwise amended GSP by July 16, 2024; and

M. **WHEREAS**, on March 29, 2024 the GSAs released the Notice of Intent to Adopt the Revised GSP to cities and counties in the plan area pursuant to Water Code section 10728.4;

N. **WHEREAS**, the GSAs have addressed the deficiencies through the development of a revised GSP which has been reviewed by the GSA member agencies and presented at public meetings; and

O. **WHEREAS**, the [INSERT AGENCY NAME] recognizes that in order to obtain a determination that the GSP is complete, DWR is seeking a firm commitment from the GSAs to develop a well mitigation program and management actions to address and mitigate impacts from groundwater level declines that may occur when water levels drop below the MTs defined in the Modesto Subbasin GSP; and

P. **WHEREAS**, such management actions to be considered as outlined in the GSP include, but are not limited to:

- A groundwater allocation and pumping management program
- A groundwater extraction and surface water reporting program
- Groundwater extraction fees
- A groundwater pumping credit market and trading program
- Voluntary conservation/land fallowing
- Conservation practices; and

Q. **WHEREAS**, the [INSERT AGENCY NAME] acknowledges that SGMA requires sustainable groundwater management based on a 2015 baseline but does not make GSAs responsible for injury caused by overdraft; and

R. WHEREAS, the [INSERT AGENCY NAME] acknowledges that they cannot control groundwater conditions not caused by actions taken by the GSA; and

S. WHEREAS, the STRGBA GSA revised GSP adoption resolution will also document the STRGBA GSA's commitment to develop and implement a well mitigation program and management actions along with the County of Tuolumne GSA; and

T. WHEREAS, funding sources may be subject to the Proposition 218 process and may include GSA fees and assessments, landowner groundwater pumping fees and penalties, agency funds, and grant funding; and

U. WHEREAS, the final staff version of the revised GSP for the Modesto Subbasin was presented by reference to the Board of Directors on July 2, 2024;

V. WHEREAS, the [INSERT AGENCY NAME] understands its staff and consultant team may finalize the amended GSP by making non-substantive revisions to the final revised Modesto Subbasin GSP presented on July 2, 2024;

W. WHEREAS, the final revised Modesto Subbasin GSP will be incorporated in its entirety by reference hereto this resolution.

NOW, THEREFORE, BE IT RESOLVED that the [Board of Directors/Supervisors or City Council] of the [INSERT AGENCY NAME] finds as follows:

1. [INSERT AGENCY NAME] hereby approves and adopts the final staff version of the revised Modesto Subbasin GSP.
2. The [INSERT AGENCY NAME] authorizes collaboration with the STRGBA GSA, its member agencies, consultants, stakeholders and the County of Tuolumne GSA to take such actions as may be reasonably necessary to:
 - a. Develop and implement a well mitigation program inclusive of the procurement of baseline funding amounting to \$300,000 no later than January 31, 2026. Upon implementation, the well mitigation program shall continue into perpetuity unless otherwise directed by the STRGBA GSA.
 - b. Develop management actions, inclusive of a fee structure and/or identified sources of funding, no later than January 31, 2026. Such management actions shall be implemented no later than January 31, 2027 and, upon implementation, shall continue into perpetuity unless otherwise directed by the STRGBA GSA.
3. [INSERT AGENCY NAME] authorizes the Modesto Subbasin Plan Manager and consultants to take such actions as may be reasonably necessary to:
 - a. finalize the staff version of the Modesto Subbasin GSP, barring any substantive changes to the document;

b. submit the final revised Modesto Subbasin GSP to DWR by July 16, 2024;

Upon motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this [__ DAY] of [MONTH], 2024.

[INSERT AGENCY NAME]

[INSERT AGENCY SIGNATURE BLOCK(S)]

DRAFT