

Omochumne-Hartnell Water District

P. O. Box 211

Wilton, CA 95693

November 15, 2022 @ 10 am

8970 Elk Grove Blvd, Elk Grove, CA

Notice of meeting of the Omochumne-Hartnell Water District

Notice is hereby given that the Omochumne-Hartnell Water District calls a meeting. This meeting is open to the public. This meeting will be conducted entirely by teleconference. In Compliance with CA Executive Orders N-25-20 and N-29-20 members of the Board of Directors and members of the public will participate in this meeting by teleconference. The call-in information for the Board of Directors and the public is as follows:

Join Zoom Meeting

<https://us02web.zoom.us/j/86774305120?pwd=T1YyV2RHsk9nOHViMXBmcGNFNldHdz09>

+1 669 900 9128 US

Meeting ID: 867 7430 5120

Passcode: 865005

One tap mobile

+16699009128,,86774305120#,,,,*865005# US (San Jose)

Any member of the public on the telephone may speak during Public Comment or may email public comments to info@ohwd.org and comments will be read from each member of the public. During this period of modified Brown Act Requirements, Omochumne Hartnell Water District will use best efforts to swiftly resolve requests for reasonable modifications or accommodations with individuals with disabilities, consistent with the Americans with Disabilities Act, and resolving any doubt whatsoever in favor of accessibility. Requests for reasonable modifications under the ADA may be submitted to the same address

Call to Order:

1. Introductions
2. Determine if quorum is present

Public comments – comments are limited to 3 minutes for each presenter

(Comment will be received at this time for any items not on the agenda but are in purview of the Boards jurisdiction or any agenda item that does not specifically state public comment will be accepted)

Action Items:

1. **Consideration of Findings Related to Remote Meetings Pursuant to AB361.**
2. **Consent Items**
 - a. Review and Approve Agenda
 - b. Minutes from October 18, 2022
 - c. Financial report
 - i. Financial statement
 - ii. Invoices
 - Public Comment
3. **OHWD Audit Firm Selection and Budget**
4. **SGMA Compliance**
 - a. Sacramento Valley – South American Groundwater Sub Basin (5-21.65)
 - i. GSA cooperative agreement MOA Consideration for Adoption
 - Public Comment
 - b. GSP Implementation Grant
 - i. Update on Grant
 1. OHWD projects
 - ii. Resolution to apply for Department of Water Resources Groundwater Sustainability Implementation Grant

- Public comment
- c. San Joaquin Valley – Cosumnes Groundwater Sub Basin (5-22.16)
- i. Update on Cosumnes Groundwater Authority
 - Public Comment
- 5. Stormwater/Groundwater Recharge Permanent permit process**
- Public Comment
- 6. Sherbakoff Property Management**
- a. Goat Grazing
 - i. Capra Lease – Direction to Staff and Legal Counsel
 - Public Comment
- 7. Informational items:**
- a. SSCAWA Meeting
 - b. Received communications
 - c. Water Coordinator’s Report
 - d. ACWA activity
- 8. General Managers Report:**
- a. Meetings and Correspondences
- 9. Directors Comments**
10. Next regular meeting scheduled December 21, 2022 at 10 AM
- 11. Adjourn Meeting**

PERRY, BUNCH & JOHNSTON, INC.
350 Court Street, Woodland, California 95695
Phone: (530)662-3251 Fax: (530)662-4600
www.yolocpas.com

John Perry, CPA
Gary Bunch, CPA
J. C. Sowers, III, EA

August 31, 2022

Omochumne Hartnell Water District
P.O. Box 211
Wilton, California

Dear Board of Directors:

Thank you for the opportunity to provide a proposal for services to be provided for your District. Based on the services that were provided to you in prior years and our understanding of your needs, we will perform an audit of the financial statements for the years ended June 30, 2022 and 2021 in accordance with accounting principles generally accepted in the United States of America. This is assuming audits have been performed and will be completed for the years ended June 30, 2020 and 2019.

Based on the scope of services in the proposal, we are able to provide the following:

- Review of the Appropriations Limit set by Article XIII B of the California Constitution as amended by Proposition 111.
- We will issue the Independent Auditor's Report, Management Letter (if necessary) and prepare the State Controller's Report. These will be delivered no later than June 30, 2023 as long as there is cooperation from your staff to meet that deadline.
- A representative from our firm will present the audited financial statements
- We will make available the workpapers for a period of three years

It is our understanding that you will provide detailed reconciliations of the accounts as well as any information that may be requested during the audit. In addition, all the accounting records needed for the audit will be available at your office when you are ready for our firm to start the audit.

We are proposing a fee ranging from \$6,500 - \$7,500 for each year plus a one-time new audit set up fee of \$750. If there are substantial changes to auditing standards or disclosure requirements during the audit period that results in significant more time required to be spent on the audits, we will contact you concerning a revised fee prior to any new work being performed on any remaining audits.

If our proposal is accepted, a formal engagement letter will be sent detailing out our firms' responsibilities as well as the District's.

If you would like to discuss anything in more detail, please feel free to call. You can also find out more about our firm on our website: yolocpas.com.

Thank you for your consideration of our proposal.

Sincerely,



Leslie Eisenhart, Partner

Memorandum of Understanding Establishing a South American Subbasin Sustainable Groundwater Management Act Executive Committee and General Manager Committee and Identifying Cost Share Provisions for Groundwater Sustainability Plan Implementation

This Memorandum of Understanding (“MOU”) is entered into and effective this _____ day of _____, 2022 by and among the Sacramento County Groundwater Sustainability Agency¹; Sacramento Central Groundwater Authority (“SCGA”), a joint powers authority; Northern Delta Groundwater Sustainability Agency (NDGSA), a joint powers authority; Omochumne-Hartnell Water District (“OHWD”), a California Water District; and Sloughhouse Resource Conservation District, (“SRCD”) a California Resource Conservation District (each a “Party” and collectively, the “Parties”). Each of the Parties is a groundwater sustainability agency (“GSA”) responsible for groundwater management under the Sustainable Groundwater Management Act (“SGMA”) within its own boundaries.

Section 1. RECITALS.

WHEREAS the 2014 Sustainable Groundwater Management Act empowers local agencies to adopt and implement groundwater sustainability plans (“GSPs”) in order to provide for the sustainable management of groundwater basins;

WHEREAS SGMA recognizes and supports the primacy of local agencies in managing groundwater within their boundaries, and promotes coordination and collaboration among those local agencies in order to ensure sustainable groundwater management;

WHEREAS the South American Subbasin is a portion of the Sacramento Valley Groundwater Basin located in the Northern Region of California, designated by the California Department of Water Resources (“DWR”) as (DWR Bulletin 118) Basin No. 5-021.65;

WHEREAS the South American Subbasin (“Subbasin”) is an unadjudicated groundwater basin that has been classified as a high-priority basin by DWR;

WHEREAS SGMA required GSAs to be formed in the State’s high- and medium-priority basins and subbasins by June 30, 2017 and governed by a GSP, or coordinated GSPs, no later than January 31, 2022;

WHEREAS the Parties developed, adopted and submitted the South American Subbasin GSP by the January 31, 2022, deadline;

¹ Sacramento County Groundwater Sustainability Agency includes the County of Sacramento, a political subdivision of the State of California, and Sacramento County Water Agency, formed pursuant to the Sacramento County Water Agency Act (Water Code Uncodified Act Section 6730a).

WHEREAS each of the Parties is a GSA within the meaning of Water Code section 10721(m) with authority to adopt and implement a GSP in the Subbasin;

WHEREAS SGMA requires the attainment of sustainability in the Subbasin by January 31, 2042;

WHEREAS SGMA requires GSAs submit annual reports to DWR each April 1 following adoption of a GSP;

WHEREAS the South American Subbasin GSP must be evaluated every five years, beginning January 31, 2027;

WHEREAS it is the intent of the Parties to fulfill the requirements of SGMA and implement the South American Subbasin GSP, a single Subbasin-wide GSP; and

WHEREAS it is the intent of the Parties to provide a structure in which to collaborate and share costs in the administration of that GSP and to ensure that each Party appropriately bears the costs of GSP implementation.

THEREFORE, the following definitions, terms and agreements are affirmed:

Section 2. DEFINITIONS

The following terms shall have the following meanings.

- (a) "SGMA" means the Sustainable Groundwater Management Act of 2014 comprised of a three-bill legislative package, including AB 1739 (Dickinson), SB 1168 (Pavley), and SB 1319 (Pavley), and subsequent statewide Regulations that set forth a statewide framework to help protect groundwater resources over the long-term.
- (b) "Subbasin" means the Sacramento Valley – South American Subbasin, as described in DWR Bulletin 118, Basin No. 5-021.65;
- (c) "GSA" means a Groundwater Sustainability Agency, established and authorized pursuant to SGMA as codified in Water Code section 10723.8.
- (d) "GSP" means a Groundwater Sustainability Plan developed under SGMA.
- (e) "Annual Report" means the annual reports required under SGMA for submittal to DWR each April 1 following adoption of a GSP.
- (f) "Five Year (5-year) Update" means actions taken to comply with SGMA and codified in Water Code Section 10728.2, that requires, "A groundwater sustainability agency shall periodically evaluate its groundwater sustainability plan, assess changing conditions in the basin that may warrant modification of the plan or management objectives, and may adjust components in the plan. An evaluation of the plan shall focus on determining whether the actions under the plan are meeting the plan's management objectives and whether those objectives are meeting the sustainability goal in the basin."

- (g) "Implementation" for the purpose of this MOU means carrying out the necessary actions and reporting to implement the adopted GSP and comply with SGMA requirements, including, but not limited to, preparing annual reports and developing and adopting five-year GSP updates.
- (h) "Executive Committee" means the GSA designated members convened pursuant to this GSP MOU, for the purposes of providing recommendations related to maintaining a SGMA-compliant GSP for the Subbasin.
- (i) "General Manager Committee" (GM Committee) means the GSA designated individuals assigned responsibilities for ministerial and administrative management of the GSP implementation as outlined pursuant to this MOU.
- (j) "Administrative Agency" means the entity designated under Section 4.6 of this MOU to represent the Subbasin to DWR as the point of contact, prepare the annual report, administer the activities of the GM Committee and Executive Committee, coordinate public outreach, coordinate with consultants on behalf of the Parties and at the direction of the Executive Committee, invoice costs pursuant to this MOU, and oversee compliance with any other Subbasin-wide SGMA requirements.

Section 3. EXCLUSIONS

3.1 No Alteration of Water Rights

Consistent with Water Code sections 10720.1(b), 10720.5 and 10726.8, nothing in this Agreement or in its implementation shall be construed to alter the existing water rights of the Parties.

Section 4. TERMS

This MOU shall be effective upon execution by two or more Parties and shall remain in full force and effect until the Parties execute a document jointly amending or terminating the provisions of this MOU.

4.1. Responsibilities of the Parties

The Parties expressly acknowledge that the governing Board of each GSA is responsible for ensuring the implementation of the GSP within its jurisdictional boundaries.

Each Party to this MOU shall be responsible for:

- (a) *Providing timely responses and supporting information related to SGMA Implementation to the Executive Committee, GM Committee and/or Administrative Agency upon request; performing appropriate and coordinated outreach to other groundwater management entities and stakeholders within the Subbasin; promptly paying all invoiced costs as set forth in Exhibit A; and conducting SGMA compliance activities in the area for which that Party serves as exclusive GSA.*
- (b) *SGMA Implementation activities within its own GSA boundaries. These may include monitoring, additional studies, implementation of projects, or other activities.*

4.2. South American Subbasin SGMA Executive Committee

Upon execution of this MOU, the Parties will convene the South American Subbasin (SASb) SGMA Executive Committee. The purpose of the Executive Committee is to ensure coordination among the subbasin GSAs and provide guidance on implementation of the GSP and fulfill the requirements of the MOU. Membership in the Executive Committee shall be set forth in **Exhibit A**.

- (a) The Executive Committee will conduct its meetings in a manner by which the public can attend and comment.
- (b) Meeting frequency will be based on the GSP implementation schedule and:
 - i. At a minimum, February and October of each year during the duration of the MOU.
 - ii. The Executive Committee may meet more often at the request of three or more members.
- (c) The Executive Committee may waive any meeting by a unanimous agreement of its members of its members.
- (d) The Executive Committee shall be responsible for sharing feedback from the Parties related to the GSP implementation.
- (e) The Executive Committee will seek to make decisions through consensus, which means unanimous direction from the members present. In the absence of a consensus, members of the Executive Committee may be called upon to cast votes. These votes, along with a full explanation of a proposed action, will be provided to the Parties for the purpose of identifying steps to resolve concerns related to GSP implementation and fulfillment of the MOU.

4.3. General Manager Committee

Upon execution of this MOU, the Parties will convene a SASb General Manager Committee (“GM Committee”). The GM Committee will be composed of one delegate and one alternate from each of the Parties. The GM Committee will be responsible for oversight of day to day ministerial and administrative management of the GSP implementation, as outlined pursuant to this MOU, and any other responsibilities delegated to it by the Executive Committee. A Party may identify the same representative(s) to serve on both the GM Committee and Executive Committee.

For actions involving decision making, the GM Committee will seek consensus, in the form of unanimous direction from GM Committee members present. In the event no consensus can be reached, the GM Committee will document their concerns and record a vote, then seek the guidance of the Executive Committee for the final determination. Recommendations of the GM Committee provided to the Executive Committee for resolution shall include a report of concerns and the GM Committee votes cast.

The GM Committee will meet every other month or more often if requested by the Executive Committee, a GM Committee Member, or the Administrative Agency. The GM Committee may also waive any meeting by a consensus of its members.

4.4. Cost Sharing.

Costs identified in **Exhibit B** as Subbasin-wide costs for Fiscal Year 2022-2023 will be shared among the Parties. GSP Implementation costs shall be allocated according to the proportions identified in **Exhibit A**. When any additional Party becomes a signatory to this MOU, the cost share proportions identified in **Exhibit A** shall be modified to appropriately distribute costs between the new and existing Parties, according to the formula identified in **Exhibit A**. If a Party ceases to be a GSA within the Subbasin or withdraws from this MOU, the cost share proportions identified in **Exhibit A** shall be modified in the subsequent year to appropriately distribute costs between the remaining Parties, according to the formula identified in **Exhibit A**.

Nothing in this MOU shall prevent a Party from voluntarily incurring its own costs related to SGMA Implementation. Each Party shall be wholly responsible for its own voluntarily incurred costs.

4.5. Compensation for GSA Services on Behalf of the Subbasin

Upon prior approval by the Executive Committee, a GSA may provide services associated with SGMA Implementation on behalf of the Subbasin for subbasin-wide activities as described in **Exhibit B**. Such services may include serving as the Administrative Agency, tasks involving implementation of the GSP, preparation of the annual report, and preparation of the Five-Year Update, among other potential actions. GSA services on behalf of the Subbasin will be memorialized as addendums to the MOU with clear scopes and schedules, costs, and measures of accountability.

The GSA will be compensated at the actual cost, subject to prior approval of the Executive Committee. For accounting purposes these services will be credited toward a GSA's cost-share monetary contributions in the subsequent year. Should the value of services exceed the cost-share monetary contributions, that portion of the invoice will be reimbursed using the same procedures utilized by the Administrative Agency for payment of other vendors and contractors.

4.6. Responsibilities of the Administrative Agency

The Administrative Agency shall be responsible for implementing the recommendations of the GM Committee and Executive Committee for SGMA implementation; selecting, engaging, and providing direction to consultants at the election and direction of the Executive Committee; and, ensuring monitoring, reporting and data management activities are conducted in compliance with SGMA.

SCGA shall be initially designated as the Administrative Agency. Costs of SGMA implementation shall be assigned pursuant to Exhibit A and shall be recoverable by the Administrative Agency from the Parties in the proportions identified in Exhibit A.

- (a) The designation of a different Administrative Agency may be made by decision of the Executive Committee.
- (b) The duties of the Administrative Agency may be shared or delegated under the terms of Section 4.5 of this MOU; however, for the purposes of reporting to DWR there may only be one designated point of contact for GSP submittal(s) from a subbasin.

- (c) The commitment of the Administrative Agency to perform the designated functions under this Section is contingent upon the satisfaction of the cost sharing terms of this MOU.

4.7. Stakeholder Groups

Public support and input into the GSP remain an important feature of GSP implementation. Contingent on availability of facilitation and technical support, the Executive Committee may charter one or more stakeholder group(s).

Draft charters will be developed by the GM Committee for review by the Executive Committee. Charters will define the group size, mission, roles and responsibilities, terms of service, group deliverables, decision making, ground rules, and any other considerations deemed necessary by the GM Committee.

Each Executive Committee member will be invited to make nominations to the Stakeholder Group with the final Stakeholder Group membership confirmed by the Executive Committee.

4.8. Annual Reports

SGMA requires GSAs to submit Annual Reports to DWR each April 1 following adoption of a GSP. The Annual Report provides information on groundwater conditions and implementation of its GSP over the prior water year.

The Annual Report will be reviewed by the Executive Committee and submitted to DWR by the Administrative Agency.

4.9. Five-Year Updates

The Parties agree that the provisions of this MOU apply to the governance of the response to DWR comments and Five-Year Updates to the GSP. A detailed schedule, work plan and budget for the DWR response and five-year update work will be developed by the GM Committee for approval by the Executive Committee.

4.10. Invoicing and Payment of Shared GSP Implementation Cash Costs

The Implementation costs in Exhibit B are a not-to-exceed estimate, and each GSA shall contribute no later than January 1 its share of the estimated costs for each fiscal year. Actual costs will be documented by the Administrative Agency annually. No Party shall be obligated to pay more than its share (according to Exhibit A) of the 2022-23 Fiscal Year budget shown in Exhibit B.

Shared costs for the response to DWR comments and Five-Year Update will not be collected annually; however, each Party agrees to be responsible for this cost when the activities are undertaken. This cost estimate will be developed and approved through an amendment to Exhibit B.

A Party that fails to make payment by January 1, may be suspended from participation in the Executive Committee. Suspension will be automatic; however, it shall be reinstated by majority vote of the remaining members or upon full payment of the past-due invoices. Activities of the Executive Committee will not be delayed under such an occurrence and costs incurred under this Agreement will still accrue to the Party as set forth in Exhibit A, during any period of non-payment.

4.11. Annual Reconsideration

The estimated not-to-exceed costs in Exhibit B are subject to reconsideration on an annual basis. Estimated costs will be developed by the GM Committee for approval of the Executive Committee.

4.12. GSA Boundary Modifications and Annexations

To facilitate the efficient implementation of SGMA in the Subbasin:

- a. The Parties agree that no Party shall seek to change its GSA boundary without seeking concurrence from the Executive Committee, which approval shall not be unreasonably withheld. Under SGMA, a GSA boundary change must be agreeable to all of the affected GSAs.
- b. In the event of a GSA boundary change, the cost share allocation will be revised for the subsequent calendar year in accordance with the formula in Exhibit A.
- c. In the event one or more of the Parties are annexed into another Groundwater Sustainability Agency, membership representation of that Party on the Executive Committee will transfer to the annexing Party.

4.13. Withdrawal

The intent of this agreement is to affirm the goal of working together for coordinated implementation under a single Subbasin-wide GSP. However, any Party may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement by the following provisions.

- (a) The withdrawing Party shall provide the Executive Committee with thirty (30) days prior written notice.
- (b) The withdrawing Party shall be responsible for payment of its proportional share of costs and obligations associated with SGMA Implementation identified in the MOU Exhibits, up to the time of submission of the written notice of the withdrawal.
- (c) Withdrawing parties will be responsible to independently develop and submit all required notifications and reports to DWR.
- (d) The withdrawing Party shall be responsible for securing SGMA compliance within its jurisdictional boundaries at its own expense, including as necessary, GSP Five-Year Updates, subbasin coordination agreements, and the cost of any additional requirements imposed by DWR or other regulatory agencies.

- (e) The withdrawing Party shall be responsible for providing notice, maps and all other necessary information to the DWR and other GSAs regarding its change in status within thirty (30) days of withdrawal.

4.14. Disputes.

The Executive Committee is committed to working towards consensus in all decisions regarding SGMA Implementation. The Parties agree to act in good faith, transparently raise any concerns, understand one another's interests, and work towards solutions that will adequately meet the needs of all Parties.

Section 5. GENERAL PROVISIONS

Authority. Each signatory of this MOU represents that they are authorized to execute this MOU on behalf of the Party for which they sign. Each Party represents that it has legal authority to enter into this MOU and to perform all obligations under this MOU.

Amendment. This MOU may be amended or modified only by a written instrument executed by each of the Parties with the following exceptions, which will occur through actions of the Executive Committee: modifications to Exhibit A pursuant to Section 4.4; annual modifications to Exhibit B; and as indicated in Section 4.9.

Jurisdiction and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this MOU shall be brought and maintained to the extent allowed by law in Sacramento County, California.

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.

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

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

Partial Invalidity. If, after the date of execution of this MOU, any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

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

Attorneys’ Fees and Costs. In the event of a dispute between the Parties, each Party will pay their own attorneys’ fees, expert witnesses’ fees, costs of suit, and any other costs associated with the dispute.

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

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

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.

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

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

XXXXXXXXXX

To be added when finalized

XXXXXXXXXX

Section 6. Signatories

IN WITNESS WHERE OF, the parties have caused this agreement to be duly executed upon signature.

Erik RIngleberg Date
Northern Delta Groundwater Sustainability Agency

Michael Wackman
Omochumne-Hartnell Water District

Date

John Woodling
Sacramento Central Groundwater Authority

Date

Michael Peterson
Sacramento County Department of Water Resources

Date

Austin Miller
Sloughouse Resource Conservation District

Date

EXHIBIT A - SGMA Implementation Activities**A.1 - Executive Committee Membership & Negotiated Cost Allocation**

Party	Implementation Executive Committee Members	Assignable GSP Administration and Implementation Costs *
Sacramento County GSA	0 Representatives ²	2.6%
Omochumne-Hartnell Water District	2 Representatives	13%
Sacramento Central Groundwater Authority	4 Representatives	74.9%
Northern Delta GSA and RD 551 GSA	1 Representative	5.8%
Sloughhouse Resource Conservation District	1 Representative	3.7%

A.2 – Allocation Methodology based on 2.5% flat rate shared costs and proportional costs based on groundwater demand

GSA	GW (AF) Demand	Ag (AF) Demand	Urban (AF) Demand	Net (AF) Demand	GW %	Base Cost Share	Total Cost Share
SCGA	155196	93117.6	62078.4	131916.6	82.8%	2.5%	74.9%
SRCD	2802	2802	NA	2101.5	1.3%	2.5%	3.7%
Sac County	264	264	NA	198	0.1%	2.5%	2.6%
OHWD	25595	25595	NA	19196.25	12.0%	2.5%	13.0%
NDGSA+RD 551	8000	8000	NA	6000	3.8%	2.5%	5.8%
Total	191857			159412.35	100.0%	12.5%	100.0%

² The Sacramento County GSA, representing 1,588 unmanaged acres at the southern end of the South American Subbasin, is immediately adjacent to the SCGA JPA, which already includes the County of Sacramento as a member. The Sacramento County GSA will not have formal representation on the Executive Committee; however, may, at their discretion, participate on the General Manger Committee. Sacramento County GSA will contribute the 2.6% cost share shown in Exhibit A.

Exhibit B – Anticipated Shared Costs Annual Budget for 2022-23 FY

Subbasin Wide Costs	Estimated Annual Budget	Comments
Data Management System (update and maintain)	\$70,000	W&C Contract
Administration and Governance	\$40,000	Manage contracts and process. SCGA not to exceed amount
Legal Support	\$25,000	SCGA attorney costs related to the entire SASb
Outreach/Website maintenance	\$10,000	W&C Contract initially, transition to internal management by a GSA
Interbasin Coordination	\$10,000	LWA contract initially, transitioning to internal GSA costs
Annual Report	\$60,000	LWA and W&C
Monitoring Coordination	\$10,000	LWA initially, transition to internal GSA costs

Total	\$225,000	Annual cost year 1- July 1 2022 - June 30, 2023
Future Budget Items		
CoSANA Model (update and maintain)		Future cost. Estimated to be needed FY 24-25, 25-26
Response to DWR review		Future cost. Estimated needed FY 23-24
Five-year update		To be considered in subsequent MOU. Estimated to be needed in FY's 24-25, 25-26, 26-27

DWR Implementation Grant

OHWD Projects

1. Grant Administration – Since OHWD is the grant applicant, OHWD will receive funds from administration of the Grant. It is about 10% of the grant.
2. Expansion of current groundwater recharge projects on Rooney Ranch and Teichert Ranch.
 - a. This includes adding 2 additional pumps into the Cosumnes River. One at Rooney and one at Teichert, as proposed in the original design and CEQA document.
 - b. Adding fish screens for current pump in the river at Teichert
 - c. Adding monitoring well at Sherbakoff property
 - d. Would pay for all the necessary environmental and engineering for the project
3. Blodgett Dam removal and channel expansion feasibility and modeling

American Subbasin Project – Non OHWD

1. GSP updates and modeling
2. Drywell Testing along the Folsom South Canal
3. Ag Res shallow well program study

RESOLUTION NO. 2022-23-1

**RESOLUTION TO APPLY FOR DEPARTMENT OF WATER RESOURCES 2021
SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM
SGMA IMPLEMENTATION GRANT**

WHEREAS, the Omochumne-Hartnell Water District (“District”) is a Groundwater Sustainability Agency (“GSA”) in the Sacramento Valley - South American Subbasin (“Basin”), and manages the Basin collaboratively with other regional GSAs under the South American Subbasin Groundwater Sustainability Plan (“GSP”); and

WHEREAS, together with other GSAs in the Basin (collectively “South American Subbasin GSAs”), the District is responsible for implementing the Basin’s GSP and attaining the sustainable management of groundwater within the Basin; and

WHEREAS, the District, in collaboration with the South American Subbasin GSAs, has entered into various agreements to provide for cost-sharing and coordination of implementation and planning efforts across the Basin; and

WHEREAS, the 2021 Sustainable Groundwater Management Grant Program (Pub. Res. Code, Sect 80000, et seq.) and the Budget Acts of 2021 and 2022 will award SGMA implementation grant funding to eligible applicants; and

WHEREAS, it is in the best interest of the District and the surrounding basin to secure financial support for Basin SGMA implementation measures whenever possible; and

WHEREAS, the District is a GSA in the Basin and an eligible applicant for the Sustainable Groundwater Management Grant Program; and

WHEREAS, the District is willing to serve as the applicant for a Sustainable Groundwater Management SGMA Implementation Grant to fund GSP implementation in the Basin, and is willing to enter into an agreement with DWR to carry out that grant if awarded.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Omochumne-Hartnell Water District as follows:

1. That an application be made to the Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant Pursuant to the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 (Pub. Resource Code, Sect 80000, Et Seq) and the Budget Acts of 2021 and 2022.
2. That the General Manager of the Omochumne Hartnell Water District, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, execute a funding agreement and any future amendments thereto, submit invoices, and submit any reporting requirements with the Department of Water Resources

PASSED, APPROVED, AND ADOPTED this 15th day of November, 2022 by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Certification

I, Shasta Burns, Secretary, hereby certify that I am and at all times mentioned herein was contracted Secretary of the OHWD Water District which was organized and exists under and by virtue of the laws of the State of California, that the foregoing is a full, true and correct copy of a Resolution duly and regularly adopted at a regular meeting of the Board of Directors of said District duly held on November 15, 2022, a majority and quorum of the members of said Board of Directors being present and voting in favor of said Resolution; and that said Resolution has not been modified, rescinded, altered or amended and is now in full force and effect.

Secretary

Date: _____

RESOLUTION NO. 2022/23-3

**RESOLUTION OF OMOCHUMNE HARTNELL WATER DISTRICT
AUTHORIZING THE SUBMISSION PROJECST IN THE GRANT PROPOSAL
FOR SOUTH AMERICAN SUBBASIN**

WHEREAS, the California Department of Water Resources (DWR) manages the Sustainable Groundwater Management (SGM) Grant Program; and

WHEREAS, DWR has over \$200 million available from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80) (2021 Budget Act) for the SGM Grant Program; and

WHEREAS, DWR has solicited grant proposals for the SGM Grant Program; and

WHEREAS, eligible applicants for the SGM Grant Program include Groundwater Sustainability Agencies (GSAs), member agencies of GSAs, or an entity that represents a GSA, among others; and

WHEREAS, DWR will only accept one SGM Grant Program proposal per groundwater subbasin; and

WHEREAS, Omochumne Hartnell Water District is submitting a single SGM Grant Program proposal to DWR on behalf of the GSAs in the subbasin.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors that:

1. The Omochumne Hartnell Water District is hereby authorized to act as the applicant, on behalf of any or all of the Groundwater Sustainability Agencies within the South American Subbasin, in preparing and submitting a grant proposal to the California Department of Water Resources Sustainable Grant Program for the South American Subbasin.
2. The Grant Application includes the following projects being implemented by Omochumne Hartnell Water District:
 - a. The expansion of the Omochumne Hartnell Groundwater Recharge Project
 - b. A Feasibility Study for the removal of Blodgett Dam and widening and flattening of the Cosumnes River for groundwater recharge, flood control and environmental benefits.

PASSED, APPROVED, AND ADOPTED this 15th day of November, 2022 by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Certification

I, Shasta Burns, Secretary, hereby certify that I am and at all times mentioned herein was contracted Secretary of the OHWD Water District which was organized and exists under and by virtue of the laws of the State of California, that the foregoing is a full, true and correct copy of a Resolution duly and regularly adopted at a regular meeting of the Board of Directors of said District duly held on November 15, 2022, a majority and quorum of the members of said Board of Directors being present and voting in favor of said Resolution; and that said Resolution has not been modified, rescinded, altered or amended and is now in full force and effect.

Secretary

Date: _____

RESOLUTION NO. 2022/23-2

**RESOLUTION OF OMOCHUMNE HARTNELL WATER DISTRICT
AUTHORIZING COSUMNES GROUNDWATER AUTHORITY TO SUBMIT A
GRANT PROPOSAL FOR THE COSUMNES SUBBASIN ON BEHALF OF
OMOCUHUMNE HARTNELL WATER DISTRICT NAME**

WHEREAS, the California Department of Water Resources (DWR) manages the Sustainable Groundwater Management (SGM) Grant Program; and

WHEREAS, DWR has over \$200 million available from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80) (2021 Budget Act) for the SGM Grant Program; and

WHEREAS, DWR has solicited grant proposals for the SGM Grant Program; and

WHEREAS, eligible applicants for the SGM Grant Program include Groundwater Sustainability Agencies (GSAs), member agencies of GSAs, or an entity that represents a GSA, among others; and

WHEREAS, DWR will only accept one SGM Grant Program proposal per groundwater subbasin; and

WHEREAS, in November, 2021, Omochumne Hartnell Water District was one of seven GSAs in the Cosumnes Subbasin who formed the Cosumnes Groundwater Authority (CGA) with the responsibility of implementing the Cosumnes Subbasin Groundwater Sustainability Plan; and

WHEREAS, CGA has offered to submit a single SGM Grant Program proposal to DWR on behalf of the GSAs in the subbasin.

NOW, THEREFORE, BE IT RESOLVED, by the Omochumne Hartnell Water District Board of Directors as follows:

1. The Cosumnes Groundwater Authority is hereby authorized to act on behalf of the Omochumne Hartnell Water District in preparing and submitting a grant proposal to the California Department of Water Resources Sustainable Grant Program for the Cosumnes Subbasin.

PASSED, APPROVED, AND ADOPTED this 15th day of November, 2022 by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Certification

I, Shasta Burns, Secretary, hereby certify that I am and at all times mentioned herein was contracted Secretary of the OHWD Water District which was organized and exists under and by virtue of the laws of the State of California, that the foregoing is a full, true and correct copy of a Resolution duly and regularly adopted at a regular meeting of the Board of Directors of said District duly held on November 15, 2022, a majority and quorum of the members of said Board of Directors being present and voting in favor of said Resolution; and that said Resolution has not been modified, rescinded, altered or amended and is now in full force and effect.

Secretary

Date: _____



Capra Environmental Services, Corp.

11171 Sun Center Dr., Ste 200B, Rancho Cordova, CA 95670
(916) 952-GOAT (4628) • www.capraenvironmental.com

Grazing Agreement

This Agreement for custom grazing services is entered into by and between Capra Environmental Services, Corp. (“Contractor”) and _____ (“Client”).

Services

Contractor, utilizing livestock, shall perform grazing services pursuant to this Agreement and described in detail in Exhibit A attached hereto.

Term

This Agreement shall commence on _____, 2022 and expire upon the completion of Services described in Exhibit A. Upon completion of Services, Contractor will remove all equipment and livestock from Client property in a timely manner.

Compensation and Payment

Upon completion of the Services, Contractor shall send an Invoice to Client at the rate(s) described in Exhibit A. Depending on the volume of Services, Contractor may submit monthly Invoices prorated for any work performed during the period. Payment will be due 15 days from the date of any Invoice and be sent via ACH or check to the address above.

Independent Contractor

Both parties understand and acknowledge that Contractor and its employees shall at all times remain as Independent Contractors. Client shall have no control over the manner in which Contractor performs the Services and nothing in this Agreement shall be construed to represent Contractor as employees or Agents of Client.

Performance Standards

Contractor represents and warrants to Client that Contractor is skilled and competent to provide Services described in Exhibit A. All Services will be performed in a manner consistent with industry standards.

Insurance

Contractor shall, at its own expense, maintain in full force during the term of this Agreement, General Liability, Automobile and Workers Compensation insurance. Contractor will provide, upon request, evidence of insurance coverage to Client.

Staff update on Sherbakoff Agenda Item 6

The Sacramento Valley Conservancy reach out to use about goat grazing on the Sherbakoff property. They property is overgrown with star thistle and other weeds that make it not ideal for cattle or sheep grazing.

The Conservancy recommends using Capra Environmental Services as they have used them on several of the properties the Conservancy owns and operates. There would not be a charge for having the goats graze and would remove them when we are flooding the property.

This would be a onetime grazing this winter to clean the property up so OHWD could then consider leasing the property for cattle or sheep grazing.

Termination

Contractor may terminate this Agreement, with (5) days written notice, if Client breaches this Agreement. In the event of any termination, Contractor shall send an Invoice for all Services performed to date and Client shall immediately pay said Invoice within (3) days of receipt. Contractor shall not be liable to perform any Services which were not completed as a result of termination.

Resources

Contractor shall provide a Shepherd and guard dogs to oversee protection of the livestock. Contractor will supply mobile housing, a portable restroom, tools and supplies to maintain the health and safety of the Shepherd and dogs. Contractor shall be responsible for delivery and removal of mobile housing, portable restroom, tools, supplies and livestock at the start and end of Services. **Contractor / Client (circle one)** shall provide an adequate source of water throughout the Agreement. If it is necessary to rent a municipal water meter for performance of the Services, Contractor will include these expenses in its Invoice(s) to Client, and Client agrees to pay for said expenses.

Compliance with Laws

Contractor shall comply with all Federal, State and local laws, rules and regulations and represents and warrants that it holds any applicable licenses and permits for the conduct of its business and performance of the Services.

Notices, including Invoices

All notices, including Invoices shall be in writing and either sent to the other party via US mail, postage prepaid, Email or by personal delivery to the address shown below.

To Client Attn: _____

Company Name: _____

Address: _____

Email: _____

Phone: _____

To Contractor Attn: Kara Richard
 Capra Environmental Services, Corp.
 11171 Sun Center Drive, Suite 200B
 Rancho Cordova, CA 95670
 Email: kara@capraenv.com
 Phone: (279)203-7055

Choice of Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Sacramento, California.

Enforceability

In the event that any of the provisions or portions of application of any of the provisions of this Agreement are held to be invalid by a competent jurisdiction, Client and Contractor shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward affecting the purpose of this Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions of this Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of this Agreement.

Execution

By signature below, both parties represent and warrant that they have the authority to enter into this Agreement.

In Witness Whereof, the parties have executed this Agreement as of the date entered above.

Contractor:

Paul Abess, Operations Manager

Client:

Title: _____

Exhibit A

Site Description	No. Acres	Cost/Acre	Total Cost/Site

Proposed Start Date: _____

Anticipated Completion Date: _____

- Contractor shall provide livestock for grazing of vegetation at the specific site locations described in this Exhibit. Client will be responsible for providing any maps, if applicable, to properly define the site and acreage.
- Contractor shall protect and prevent plant species as identified by Client. 85% of vegetation up to (5) feet high shall be grazed. Enough vegetation shall remain to prevent soil erosion.
- Contractor shall be responsible for installing temporary fencing around the perimeter of the active grazing site to contain and protect the livestock.
- Contractor is responsible for maintaining the health and safety of the livestock and will promptly remove any sick or deceased animals from the site.
- Start and Completion dates are estimates only and may vary depending on current schedules and the amount of vegetation at each jobsite. Once started, grazing shall continue in a timely manner until all sites have been grazed.