

**COUNTY OF SACRAMENTO DEPARTMENT OF WATER RESOURCES
GROUNDWATER SUSTAINABILITY AGENCY**

**AGREEMENT FOR
COST SHARE FOR DEVELOPING A GROUNDWATER SUSTAINABILITY PLAN
COSUMNES GROUNDWATER SUBBASIN**

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the COUNTY OF SACRAMENTO (Department of Water Resources), a political subdivision of the State of California, hereinafter referred to as "COUNTY or WATER RESOURCES" and GROUNDWATER SUSTAINABILITY AGENCIES OF THE COSUMNES GROUNDWATER SUBBASIN (GSAs), groundwater management agencies organized under the laws of the State of California hereinafter referred to as "GSAs". The Cosumnes Groundwater Subbasin GSAs include; Amador County Groundwater Management Authority GSA, City of Galt GSA, Clay Irrigation District GSA, Galt Irrigation District GSA, Omochumne-Hartnell Water District GSA, and Sloughhouse Resource Conservation District GSA.

RECITALS

WHEREAS, on September 16, 2014, the California Legislature signed the Sustainable Groundwater Management Act (SGMA) into law;

WHEREAS, SGMA provides a framework for sustainable groundwater management by local water supply, water management, and land use agencies within identified groundwater subbasins;

WHEREAS, SGMA defines groundwater subbasins as identified in "Bulletin 118", a report by the State Department of Water Resources that defines the boundaries and describes the hydrologic characteristics of California's groundwater basins, last updated in 2016 (Bulletin 118 Interim Update 2016, December 22, 2016);

WHEREAS, on September 21, 2016, Galt Irrigation District, March 29, 2016, Omochumne-Hartnell Water District, March 10, 2016, Sloughhouse Resource Conservation District, January 11, 2017, Clay Water District, February 14, 2017, Amador County Groundwater Management Authority, and May 2, 2017, the City of Galt, decided to become Groundwater Sustainability Agencies (GSAs) under SGMA in the Cosumnes Subbasin;

WHEREAS, on July 1, 2017, COUNTY accepted GSA responsibility for unmanaged areas of the Cosumnes Subbasin;

WHEREAS, the State Department of Water Resources (State DWR) manages the 2014 Proposition 1 Sustainable Groundwater Planning (SGWP) Grant Program, and awarded the Cosumnes Subbasin \$1,000,000 for Groundwater Sustainability Plan (GSP) development on May 7, 2018;

WHEREAS, the total project costs of developing the Cosumnes GSP are estimated to be \$1,755,365;

WHEREAS, the SGWP Grant Program requires a local cost share of not less than 50% of the total project costs as required by Proposition 1 [Water Code Section 79774(b)];

WHEREAS, COUNTY approved being a SGWP grant administrator for the Cosumnes Subbasin on April 24, 2018, to provide administrative services for contracting, invoicing, reporting, and any other grant requirements for developing a GSP; and

WHEREAS, COUNTY, through WATER RESOURCES, wishes to share the costs for the GSP development; and

WHEREAS, COUNTY and Cosumnes Subbasin GSAs desire to enter into this Agreement for the purpose of establishing the responsibilities of each party and to provide for reimbursement from Cosumnes Subbasin GSAs to the COUNTY for meeting cost share requirements of the SGWP grant; and

NOW, THEREFORE, in consideration of the promises herein made, the parties hereto agree as follows:

COUNTY agrees to pay \$500,000 of the local cost share, and any other portion of a GSAs cost share that is agreed upon by the COUNTY and a GSA, over four years.

City of Galt GSA agrees to pay \$100,000 of the local cost share, over four years, and may accelerate payment depending on available resources.

Amador County Groundwater Management Authority GSA, Omochumne-Hartnell GSA, and Sloughhouse Resource Conservation District GSA agrees to pay at a minimum \$32,000 each, over four years, and may contribute to other GSAs minimum contribution.

Clay Irrigation District GSA and Galt Irrigation District GSA agree to pay up to 50% of their operating budget per year, to a maximum of \$8,000 per year.

1. **NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY:
Department of Water
Resources
827 7th Street
Sacramento, CA 95814
ATTN: Linda Dorn

TO GSAs:
Amador County Groundwater
Management Authority GSA
12800 Ridge Road
Sutter Creek, CA 95685
ATTN: Darrel Evensen

City of Galt GSA
495 Industrial Drive
Galt, CA 95632
ATTN: Steven Winkler

Clay Irrigation District GSA
2379 Lloyd Lane
Sacramento, CA 95825-0260
ATTN: Rick Wohle

Galt Irrigation District GSA
P.O. Box 187
Herald, CA 95638-0187
ATTN: Leo van Warmerdam

Omochumne-Hartnell Water District
GSA
P.O. Box 211
Wilton, CA 95693
ATTN: Michael Wackman

Sloughhouse Resource Conservation
District GSA
9701 Dino Drive #170
Elk Grove, CA 95624
ATTN: Amanda Watson

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

2. **DECLARATIONS AND COST SHARING METHODOLOGY**

COUNTY contracts directly with State DWR and consultant for GSP development, with review and approval of contracts by the Cosumnes Working Group.

COUNTY will receive invoices, and approve, and pay the itemized invoices from consultant, after Cosumnes Working Group, or subcommittee of the Cosumnes Working Group, approval.

COUNTY will act as the billing agency to GSAs for local cost share.

COUNTY agrees to pay 50% of the local cost share, and any other portion of a GSAs cost share that is agreed upon by the COUNTY and a GSA to fund due to hardship, based on operating budget of GSA.

GSAs agree to collectively pay 50% of the local cost share.

GSAs agree to pay cost share invoices in a timely manner. Nonpayment of cost share will result in forfeiture of voting privilege on all matters in the Cosumnes Working Group until payment is made.

3. INVOICES AND REPORTING

A. INVOICES COUNTY shall submit GSA cost share invoices to GSAs in September. Payments shall be mailed or delivered to COUNTY within 90 days at the address provided for COUNTY in Notice, above, and shall include the following information:

- (1) Project Name, contract number, and billing period.
- (2) Date of invoice submission
- (3) Any other information deemed necessary by COUNTY.

B. REPORTING COUNTY shall provide reports as required by the State DWR Sustainable Groundwater Planning Grant requirements.

- (1) COUNTY shall report GSAs cost share per the State DWR Sustainable Groundwater Planning Grant requirements.
- (2) GSAs shall report to the COUNTY any in-kind cost share per the State DWR Sustainable Groundwater Planning Grant requirements.
- (3) COUNTY shall report any documented GSA in-kind cost share per the State DWR Sustainable Groundwater Planning Grant requirements.

4. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

5. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY or GSAs unless agreed in writing by the Director of the County of Sacramento Department of Water Resources, acting on behalf of COUNTY, and the Executive Director or Board Chair of the GSAs.

6. SUCCESSORS

This Agreement shall bind the successors of COUNTY and Cosumnes Subbasin GSAs in the same manner as if they were expressly named.

7. TIME

Time is of the essence of this Agreement.

8. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by all of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

9. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

10. AUDITS AND RECORDS

Upon COUNTY'S request, COUNTY or its designee shall have the right at reasonable times and intervals to audit GSAs financial and program records as COUNTY deems necessary to determine GSAs compliance with legal and contractual requirements and the correctness of claims submitted by GSAs. GSAs shall maintain such records for a period of four years following termination of the Agreement and shall make them available for copying upon COUNTY'S request at COUNTY'S expense.

11. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and Cosumnes Subbasin GSAs regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and GSAs regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

12. COUNTERPARTS

This Agreement may be executed in counterparts. The Agreement shall be deemed executed when it has been signed by all parties.

13. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO,
a political subdivision of the
State of California,

By: _____

Michael Peterson, Director
Department of Water Resources

Municipal Services Agency
County of Sacramento

Date: _____

Signed by the Director under the authority
Delegated by Resolution No. 99-032799-0327.
Agreement approved by the
Board of Supervisors:

Reviewed and approved by County Counsel

By: _____

William Burke, Deputy County Counsel

Prepared by: _____

Chalon Rogers, Senior Contract Services Officer
County of Sacramento/General Services
Phone: (916) 876-6287

Clay Irrigation District, a GSA organized under
the laws of the State of California

By _____

Date: _____

Agenda Date: _____

Item Number: _____

Resolution Number: _____

Reviewed and approved by Counsel

By: _____
?, Counsel for GSA

Galt Irrigation District, a GSA organized under the laws of the State of California

By _____

Date: _____

Agenda Date: _____

Item Number: _____

Resolution Number: _____

Reviewed and approved by Counsel

By: _____
?, Counsel for GSA

City of Galt, a GSA organized under the laws of
the State of California

By _____

Date: _____

Agenda Date: _____

Item Number: _____

Resolution Number: _____

Reviewed and approved by City Counsel

By: _____
?, Counsel for GSA

Amador County Groundwater Management Authority, a GSA organized under the laws of the State of California

By _____

Date: _____

Agenda Date: _____

Item Number: _____

Resolution Number: _____

Reviewed and approved by Counsel

By: _____
?, Counsel for GSA

Omochumne-Hartnell Water District, a GSA
organized under the laws of the State of
California

By _____

Date: _____

Agenda Date: _____

Item Number: _____

Resolution Number: _____

Reviewed and approved by Counsel

By: _____
?, Counsel for GSA

Sloughhouse Resource Conservation District,
a GSA organized under the laws of the State of
California

By _____

Date: _____

Agenda Date: _____

Item Number: _____

Resolution Number: _____

Reviewed and approved by Counsel

By: _____
?, Counsel for GSA