



REGULAR BOARD MEETING

MARCH 5, 2024

MEETING NOTICE

THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE STOCKTON EAST WATER DISTRICT WILL BE HELD AT 12:30 P.M., TUESDAY, MARCH 5, 2024 AT THE DISTRICT OFFICE, 6767 EAST MAIN STREET STOCKTON, CALIFORNIA 95215

Assistance for the Disabled: If you are disabled in any way and need accommodation to participate in the meeting, please contact Administrative Staff at (209) 948-0333 at least 48-hours in advance for assistance so the necessary arrangements can be made.

FOR CONTINUED CONVENIENCE STOCKTON EAST WATER DISTRICT BOARD MEETINGS WILL BE AVAILABLE BY TELECONFERENCE.

Please call (347) 566-2741/Passcode: 300 937 522# to be connected to the Regular Board Meeting, to begin at 12:30 p.m. Agendas and minutes are located on our website at www.sewd.net.

AGENDA

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**STOCKTON
EAST WATER
DISTRICT**

PROVIDING SERVICE SINCE 1948

www.sewd.net

DIRECTORS

Richard Atkins
President
Division 1

Andrew Watkins
Division 2

Alvin Cortopassi
Division 3

Melvin Panizza
Division 4

Paul Sanguinetti
Division 5

Loralee McGaughey
Division 6

Thomas McGurk
Vice President
Division 7

STAFF

Justin M. Hopkins
General Manager

Juan M. Vega
Assistant General Manager

LEGAL COUNSEL

Jeanne M. Zolezzi
General Counsel

Phone 209-948-0333
Fax 209-948-0423

E-mail sewd@sewd.net

6767 East Main Street
Stockton, CA 95215

Post Office Box 5157
Stockton, CA 95205


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J.	Closed Session	
	1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Potential exposure to litigation – Government Code Section 54956.9 – one case	
K.	Adjournment	

Certification of Posting

I hereby certify that on February 29, 2024 I posted a copy of the foregoing agenda in the outside display case at the District Office, 6767 East Main Street, Stockton, California, said time being at least 72 hours in advance of the meeting of the Board of Directors of the Stockton East Water District (Government Code Section 54954.2).

Executed at Stockton, California on February 29, 2024.



Priya Ram, Finance Director
Stockton East Water District

Any materials related to items on this agenda distributed to the Board of Directors of Stockton East Water District less than 72 hours before the public meeting are available for public inspection at the District's office located at the following address: 6767 East Main Street, Stockton, CA 95215. Upon request, these materials may be available in an alternative format to persons with disabilities

THE REGULAR MEETING OF THE BOARD OF DIRECTORS
OF STOCKTON EAST WATER DISTRICT WAS HELD AT THE DISTRICT OFFICE
6767 EAST MAIN STREET, STOCKTON, CA
ON TUESDAY, FEBRUARY 20, 2024 AT 12:30 P.M.

A. PLEDGE OF ALLEGIANCE AND ROLL CALL

President Atkins called the regular meeting to order at 12:31 p.m., and President Atkins led the Pledge of Allegiance.

Present at roll call at the District were Directors Atkins, Panizza, Sanguinetti and Watkins. Also present were Manager Hopkins, Assistant Manager Vega, District Engineer Evensen, Finance Director Ram, Water Supply Manager Donis, Administrative Assistant Wood, Legal Counsel Zolezzi and Consultant Barkett. Directors Cortopassi and McGurk were absent.

B. CONSENT CALENDAR (None)

C. PUBLIC COMMENT (None)

D. SCHEDULED PRESENTATIONS AND AGENDA ITEMS

1. Minutes 02/13/24 Regular Meeting

A motion was moved and seconded to approve the February 13, 2024 Minutes, as presented.

Roll Call:

Ayes: Atkins, Panizza, Sanguinetti, Watkins

Nayes: None

Abstain: None

Absent: Cortopassi, McGurk

2. Warrants – California Public Employees’ Retirement System

A motion was moved and seconded to approve the February 20, 2024 Warrants, as presented.

Roll Call:

Ayes: Atkins, Panizza, Sanguinetti, Watkins

Nayes: None

Abstain: None

Absent: Cortopassi, McGurk

3. Stockton East Water District – Adopt Resolution 23-24-16 To Accept California Department Of Water Resources Watershed Resilience Pilot Program Directed Funding Memo

a. Resolution No. 23-24-16 – Authorization To Accept The Grant Award With The California Department of Water Resources Under Watershed Resilience Pilot Program, Execute Any Required Documents And Provide Delegation Of Authority

Manager Hopkins provided the Board with a memo and resolution regarding the California Department Of Water Resources (DWR) Watershed Resilience Pilot Program Directed Funding. DWR engaged the District in August 2021 to begin studying climate change impacts on the Calaveras River watershed and to identify corresponding Flood-MAR (Managed Aquifer Recharge) opportunities. Through the District’s existing work with DWR and the regions’ adoption of an Integrated Water Management Plan, the District was selected by DWR to receive directed funding through the Watershed Resiliency Pilot Program. The Program intends to expand upon existing Calaveras River watershed studies and fund development of watershed scale climate resiliency plans

and projects to provide equitable solutions to for all stakeholders affected by climate change within the Calaveras River watershed. District staff have discussed the Program terms and objectives with DWR. Since the Program is a pilot for a future grant program, the District is benefiting from non-competitive funding and greater flexibility with project implementation. Staff propose development of a Calaveras River and Littlejohns Creek Watershed Resiliency Study.

A motion was moved and seconded to approve Resolution No. 23-24-16 and authorize the General Manager to enter into an agreement with the California Department of Water Resources for Watershed Resilience Pilot Project grant funding and make all other necessary approvals, as presented.

Roll Call:

Ayes: Atkins, Panizza, Sanguinetti, Watkins

Nays: None

Abstain: None

Absent: Cortopassi, McGurk

E. COMMITTEE REPORTS

F. REPORT OF GENERAL MANAGER

1. Water Supply Report as of 02/13/24

Manager Hopkins provided a handout of the Water Supply Report for information only that included storage, release, and production data collected from various sources as of midnight last night.

There is 191,822 AF in storage at New Hogan Reservoir. Current releases are set at 103 cfs. There is 1,972,469 AF in storage at New Melones Reservoir. Current releases are set at 1,387 cfs. Current release at Goodwin Dam to Stanislaus River is set at 1,521 cfs and release to all water users is set at 0 cfs. The district water treatment plant (WTP) is currently processing 26 mgd. North Stockton is currently utilizing 8 mgd. South Stockton is currently utilizing 5 mgd. Cal Water is currently utilizing 19 mgd. The City of Stockton WTP is currently processing 7 mgd.

2. Information Items:

a. Manager Hopkins noted items: F2a-1, F2a-2 and F2a-3

3. Report on General Manager Activities

a. Stockton East Water District – SWEEP Block Grant Application Workshop, 02/16/24

Manager Hopkins reported the District hosted the first application workshop for the State Water Efficiency & Enhancement Project Block Grant (SWEEP Block Grant) on February 16th. Staff did a great job providing constituents with information on the grant program. District Engineer Evensen reported the SWEEP Block Grant is very favorable among the growers.

b. Stockton East Water District Activities Update

Manager Hopkins reported he and Assistant Manager Vega met with the Urban Contractor (UC) representatives to discuss the extension of the Water Supply Contract. There is interest on all sides to continue these efforts. Manager Hopkins stated this item will need to be discussed at the Board level at a later date.

Manager Hopkins reported the District is currently recruiting for an Electrical Technician. Any interested applicants are encouraged to apply on the District's website.

Manager Hopkins reported he spoke with a South San Joaquin Irrigation District (SSJID) representative regarding the continued administration of the Groundwater Authority (GWA). The Temporary Administration Agreement between the GWA and SSJID is scheduled to sunset next month.

Manager Hopkins reported staff have been diligently preparing all necessary paperwork related to filling the Board vacancy and are hoping a new board member will be appointed by next week.

4. Stockton East Water District Water Supply Update
Water Supply Manager Donis provided the Board with an update on the District's water supply. Every month the monitoring well data is collected.

From February 2023 to February 2024, the 3 monitoring wells located between Administration and the South Raw Water Reservoir are up 17.2ft. The 3 monitoring wells located east of the recharge site and the East Reservoir are up 8ft. The 3 monitoring wells located on the eastside of the nursery are up 10.3ft. The well located in the northwest corner of the property is up 21.9ft. The well located in the center of the Bozzano property is up 23.1ft. The 4 wells located on the eastside of the North Raw Water Reservoir are up 29.ft. The New Melones storage was 1,066,088 AF as of February 20, 2023. As of today, the New Melones storage is 1,973,236 AF which is an increase of 907,148 AF. New Hogan storage was 174,920 AF as of February 20, 2023. As of today, the New Hogan storage is 192,526 AF which is an increase of 17,606 AF.

G. DIRECTOR REPORTS

H. COMMUNICATIONS

1. California Special Districts Association – Board of Directors Call For Nominations Seat A Letter
Manager Hopkins reported the District received a notice from California Special District Association (CSDA) soliciting nominations for the CSDA Board of Directors. The filing deadline for nominations is April 10th.

I. AGENDA PLANNING/UPCOMING EVENTS

1. Agriculture Operations Committee Meeting, 10:00 a.m., 02/21/24
2. San Joaquin County Flood Control and Water Conservation District Advisory Water Commission Meeting, 1:00 p.m., 02/21/24
This meeting was cancelled
3. North San Joaquin Water Conservation District – Town Hall, 9:00 a.m., 02/22/24
4. Electrical Power Alternatives Committee Meeting, 10:00 a.m., 02/22/24
5. Stockton East Water District Special Board Meeting, 02/23/24
President Atkins reported the Special Board Meeting is being held on Thursday, February 22nd.
6. ACWA DC Conference, 02/26/24 – 02/29/24
7. San Joaquin Farm Bureau Federation Monthly Water Committee Meeting, 5:00 p.m., 02/27/24
8. Eastern Water Alliance (EWA)/DREAM Monitoring Committee Meeting, 9:30 a.m., 02/28/24

9. AgVenture Days – Lodi, 9:00 a.m., 02/29/24

10. ACWA State Legislative Committee Meeting, 10:00 a.m., 03/01/24

J. REPORT OF THE COUNSEL

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Potential exposure to litigation – Government Code Section 54956.9 – three cases

President Atkins adjourned the meeting to closed session at 12:52 p.m. The regular meeting reconvened at 1:40 p.m., with no reportable action.

K. ADJOURNMENT

President Atkins adjourned the meeting at 1:41 p.m.

Respectfully submitted,

Justin M. Hopkins
Secretary of the Board

hmw

DRAFT

THE SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF STOCKTON EAST WATER DISTRICT WAS HELD AT THE DISTRICT OFFICE
6767 EAST MAIN STREET, STOCKTON, CA
ON TUESDAY, FEBRUARY 22, 2024 AT 12:30 P.M.

A. PLEDGE OF ALLEGIANCE AND ROLL CALL

President Atkins called the regular meeting to order at 12:30 p.m., and Manager Hopkins led the Pledge of Allegiance.

Present at roll call at the District were Directors Atkins, Cortopassi, McGurk, Panizza, Sanguinetti and Watkins. Also present were Manager Hopkins, Assistant Manager Vega and Finance Director Ram.

B. CONSENT CALENDAR (None)

C. PUBLIC COMMENT (None)

D. SCHEDULED PRESENTATIONS AND AGENDA ITEMS

1. Interviews for Division 6 Director Candidates

The Board of Directors interviewed Jeanette Thomas and Paul Nakaue for the Division 6 vacancy. At the conclusion of the interviews with no candidates present, the Board discussed what each candidate brought to the District.

2. Possible Appointment of Division 6 Director

A motion was moved and seconded to appoint Paul Nakaue as Division 6 Director.

Roll Call:

Ayes: Atkins, Cortopassi, McGurk, Panizza, Sanguinetti, Watkins

Nays: None

Abstain: None

Absent: None

E. REPORT OF THE COUNSEL

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Potential exposure to litigation – Government Code Section 54956.9 – one case

President Atkins adjourned the meeting to closed session at 1:25 p.m. The special meeting reconvened at 1:32 p.m., with no reportable action.

F. ADJOURNMENT

President Atkins adjourned the meeting at 1:33 p.m.

Respectfully submitted,

Justin M. Hopkins
Secretary of the Board

hmw

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STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
MARCH 05, 2024

Vendor name	Account #	Description	Amount	Invoice No.
		GROUNDWATER PROD. FUND 68		
1 PG 1289619691-7	10-5302-0	Electricity 01/09/24-02/07/24 6767 E Main-Extraction Well South	91.20	12896196917-02/08/24
2 PG 1949656419-6	10-5302-0	Gas & Electric 01/04/24 -02/13/24 Extraction Well #1	190.06	19496564196-02/13/24
3 PG 4758034525-5	10-5302-0	Electricity 01/09/24-02/07/24 6767 E Main-Extraction Well North	85.30	47580345255-02/08/24
		GROUNDWATER PROD. FUND 68 TOTAL	\$366.56	

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
MARCH 05, 2024**

Vendor name	Account #	Description	Amount	Invoice No.
		ADMIN FUND 70		
4 Action Asap Delivery Service	10-5126-0	January 2024 courier services	680.00	92482
5 American Water Works Assoc. CA/Nev	10-1710-0	AWWA Membership term 05/01/24-04/30/25	501.00	SO147968
6 American West Communications, L.P.	10-5141-0	Mar 2024 Gopher Ridge tower rental for the WS maintenance	614.92	March 2024
7 Angelo Imbrunetti	10-5103-0	Reimbursement for CWEA certification	207.00	770568
8 Anthony Barkett	10-5155-0	March 2024 consulting fees-Efforts to protect NM water	5,500.00	March 2024
9 AT&T	10-5141-0	Feb 2024 Ag call-in voicemail services	14.84	7674075807
10 Availability Professional Staffing	10-5044-0	Temporary labor for Admin week ending 02/04/24	275.20	9208
11 Boutin Jones Inc.	10-5162-0	Legal services 01/02/24-01/17/24	5,613.50	176571
12 Cerida Investment Corp.	10-5141-0	Answering service from 02/13/24-03/11/24	145.20	112-88495
13 City of Stockton - Fire Prevention Division	10-5114-0	Annual fire permits	4,256.00	517322
14 Co Occupational Medical Partners	10-5102-0	Exams (2)	677.00	00198981-00/6324/6323
15 Doyce Boesch	10-5155-0	March 2024 consulting services by Doyce Boesch	7,000.00	March 2024
16 Education & Outreach Company	10-5131-0	Water Conservation Education supplies	7,590.10	24-091
17 Frontier Communications	10-5141-0	Linden Tel Directory listing for 02/07/24-03/06/24	13.55	530-1961403-02/07/24

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
MARCH 05, 2024**

Vendor name	Account #	Description	Amount	Invoice No.
		ADMIN FUND 70		
18 GEI Consultants, Inc.	10-5116-0	Prof services for Water Supply Master Plan ptJ 12/30/23-01/26/24	41,932.50	3147046
19 Grainger, Inc.	10-5101-0	Eye wash & inspection tags for eye wash stations	128.28	9016019904
20 Herum, Crabtree,Suntag	10-5165-0	January 2024 Triennial Review	12,459.30	110681
21 Herum, Crabtree,Suntag	10-5150-0	January 2024 General Matters	7,889.70	110676
22 Herum, Crabtree,Suntag	10-5150-0	January 2024 Mokelumne River Forum	2,499.00	110679
23 Herum, Crabtree,Suntag	10-5177-0	January 2024 GSA-CALSPA v.	2,442.90	110685
24 Herum, Crabtree,Suntag	10-5171-0	January 2024 Calaveras Contract	465.63	110677
25 Herum, Crabtree,Suntag	10-5190-0	January 2024 GSA	357.00	110683
26 Herum, Crabtree,Suntag	10-5150-0	January 2024 Rock Creek Water District	214.20	110682
27 Herum, Crabtree,Suntag	10-5165-0	January 2024 Stanislaus River Matters	178.50	110675
28 Herum, Crabtree,Suntag	10-5177-0	January 2024 Groundwater Recharge Projects	107.10	110678
29 Herum, Crabtree,Suntag	10-5162-0	January 2024 City of Stockton v. Central San Joaquin WCD	107.10	110680
30 IVES Training & Compliance Group, Inc.	10-5101-0	Heavy equipment training packets	2,873.88	PSI-36218
31 Jan-Pro of the Greater Bay Area	10-5154-0	March 2024 monthly janitorial services-Admin	670.00	22441-Admin
32 Justin's Scuba Time Inc.	10-5101-0	Cylinder Hydro test & visual tank inspections	190.00	22320
33 Mallory Safety and Supply LLC	10-5101-0	Inspect/calibrate/repair gas monitors	487.30	5816856
34 Mouy King	10-5103-0	Tuition reimbursement for Spring/Fall 2023	530.00	Reimb Tuition 2023
35 Paul Sanguinetti	10-5104-0	Mileage reimbursement for 2024 Mid Pacific Water User's Conference	246.56	2024 Mid PacConf
36 Periscope Holdings, Inc.	10-5116-0	Commodity codes for Planet Bids bidding website	1,045.00	SI-9628
37 Quill Corporation	10-5125-0	Office supplies ordered on 01/17/24-02/15/24	2,261.49	36752897-37256401
38 Quill Corporation	10-5125-0	Calendar for Ops	21.31	35756530
39 Robert Half Finance & Accounting	10-5044-0	Temporary labor for Admin week ending 12/29/23-02/16/24	5,075.14	63175163/18/85/87/26
40 San Joaquin County Environmental Health Dept.	10-5114-0	Follow up for compliance inspection	129.60	IN0391336
41 SEWD Vehicle Fund	10-5181-0	Dec 2023 - Vehicle Mileage Reimbursement-Admin	1,092.50	December 2023-Admin
42 Shred City LLC	10-5127-0	Document destruction service on 01/09/24 & 02/06/24	80.00	27182010924/2020624
43 Stockton Earth Day	10-5133-0	Earth Day Festival 2024 Sponsorship	2,500.00	106
44 Telcion Communications Group	10-5146-0	Low Lift to Server Rack #1 Fiber troubleshooting	1,803.90	38073
45 Tess	10-5131-0	Supplies for Water Conservation Education Program	1,582.16	219844
46 The Parks Group	10-5133-0	Sweep block grant postcards	1,615.60	76513
47 The Record	10-5133-0	Notice of vacancy for Division 6 Director	133.00	0006209002
48 TPX	10-5141-0	February 2024 Telephone charges	2,887.87	177428249-0

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
MARCH 05, 2024**

Vendor name	Account #	Description	Amount	Invoice No.
		ADMIN FUND 70		
49 Verve Networks	10-5140-0	Managed IT service monthly billing for March 2024	7,948.60	28826
50 Verve Networks	10-5146-0	Services for SCADA server modifications	3,520.75	28434/28919/28916
51 Verve Networks	10-5143-0	Microsoft 365 Monthly Billing February 2024	979.20	28879
52 Verve Networks	10-5140-0	Microsoft 365 Migration IT Project labor Nov 2023/Jan 2024	866.25	28411/28911
53 Verve Networks	10-5142-0	Laptop setups	270.00	28428
54 Wagner & Bonsignore	10-5178-0	January 2024 Prof. services New Hogan Water Right	2,587.50	02-24-304
55 Wagner & Bonsignore	10-5176-0	January 2024 Professional general services	1,012.50	02/24/265
56 Xerox Financial Services LLC	10-5124-0	Plotter Printer lease - Jan 2024	864.01	5348240
57 XRoads Networks, Inc	10-5141-0	StarLink Feb 2024	345.00	Z021414
		ADMIN FUND 70 TOTAL	\$145,488.64	

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**STOCKTON EAST WATER DISTRICT
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Vendor name	Account #	Description	Amount	Invoice No.
		WATER SUPPLY FUND 71		
58 Accelerated Construction and Metal, LLC	10-5206-0	Stop logs to dewater Bellota Intake for maintenance	20,500.00	2203
59 Badger Meter, Inc.	10-5202-0	Cellular service for Orion endpoint month of January 2024	148.41	80150454
60 Balance Staffing Workforce LLC	10-5017-0	Temporary labor for Maintenance week ending 01/28/24 & 02/04/24	2,347.20	1011317/1011636
61 Contract Coatings Corp.	10-5213-0	Paint for Lower Farmington Maintenance	334.41	RPLP2/YR2DN
62 Ecco Equipment Corp.	10-5203-0	Tom Allen Recharge Pond-Rental of Dozer Crawler 11/22/23-12/20/23	23,138.44	303606-0001
63 Ecco Equipment Corp.	10-5213-0	LFC Rehabilitation prj (FEMA)-Rental of Dump Crawler 11/27/23-12/20/23	4,572.48	303620-002
64 Fresno Valves and Castings Inc.	10-5203-0	OCR Headworks Slide Gates project-Slide gates with electrical actuators	49,649.51	MO1 296407
65 HDS White Cap Construction Supply	10-5202-0	Sealant, visqueen, wood stakes for dam installations	1,910.17	10019438073
66 Mid Valley Agricultural Services, Inc.	10-5213-0	Herbicide for Lower Farmington	531.05	INVMV 1240
67 PG 233223109-3	10-5213-0	Electricity 01/11/24-02/11/24 Sonora Rd-NMCF	99.35	2332231093-02/14/24
68 PG 1949656419-6	10-5213-0	Gas & Electric 01/04/24-02/13/24 BellotaBickh-NM	917.40	19496564196-02/13/24
69 PG 1949656419-6	10-5202-0	Gas & Electric 01/04/24-02/13/24 Canal gate-NH	102.19	19496564196-02/13/24
70 PG 3117175782-1	10-5213-0	Electricity 01/18/24-02/15/24 Escalon Bellota trash rack	30.46	31171757821-02/16/24
71 PG 4252412479-1	10-5213-0	Electricity 01/17/24-02/14/24 Tulloch Rd (Goodwin Dam)-NMC	23.82	42524124791-02/15/24

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
MARCH 05, 2024**

Vendor name	Account #	Description	Amount	Invoice No.
		WATER SUPPLY FUND 71		
72 PG 5598232323-4	10-5213-0	Electricity 01/09/24-02/07/24 E Funck Rd Gates	64.69	55982323234-02/08/24
73 PG 6377610771-4	10-5213-0	Electricity 01/09/24-02/07/24 Copperopolis Rd trash rack	84.51	63776107714-02/08/24
74 PG 8683314685-4	10-5213-0	Electricity 01/11/24-02/11/24 Duck Creek trash rack	422.08	86833146854-02/12/24
75 San Joaquin County Dept. of Public Works	10-5202-0	Waste disposal for clean up around Bellota Weir	116.43	284-00428006/00428103
76 SEWD Vehicle Fund	10-5218-0	Dec 2023 - Vehicle Mileage Reimbursement-NM	13,609.74	December 2023-NM
77 SEWD Vehicle Fund	10-5207-0	Dec 2023 - Vehicle Mileage Reimbursement-NH	13,224.14	December 2023-NH
78 The Home Depot	10-5202-0	Boxes for shipping meters for repairs & maintenance	18.91	23714
79 UniFirst Corporation	10-5213-0	Weekly Uniform & Laundry Service Week 02/01/24-02/22/24	459.27	2360057531/877/352/476
		WATER SUPPLY FUND 71 TOTAL	\$132,304.66	

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
MARCH 05, 2024**

Vendor name	Account #	Description	Amount	Invoice No.
		VEHICLE FUND 91		
80 AutoZone Stores Inc.	10-5182-0	Wiper blades for District vehicles	111.46	4036779892
81 AutoZone Stores Inc.	10-5182-0	Head lights & tail lights for Unit 45	49.61	4036748373
82 AutoZone Stores Inc.	10-5182-0	Washer pump for Unit 56	20.46	4036780080
83 Battery Systems Inc.	10-5182-0	Taxes for batteries for Unit 63	149.91	34272310241105b
84 Big Valley Ford	10-5182-0	Programming on back-up camera for Unit 90	195.00	FTCS35649
85 Big Valley Ford	10-5182-0	Windshield washer jet kit for Unit 56	17.55	609999
86 Clutch and Brake Xchange, Inc.	10-5182-0	Hydraulic fittings for maintenance on Unit 51	8.09	920089
87 CNH Industrial Capital/Productivity Plus	10-5343-0	Cutter blades for maintenance on Landpride mower	331.84	P1585703
88 J. Milano Company, Inc.	10-5182-0	Top links for maintenance on Unit 52	80.12	14259
89 J. Milano Company, Inc.	10-5343-0	Air & tire accessory kit for shop air compressor-Vehicle maintenance	11.88	14923
90 Kludt & Sons, Inc.	10-5182-0	Unleaded fuel	12,223.98	314239
91 Kludt & Sons, Inc.	10-5182-0	Clear diesel	7,275.16	313974
92 Pape Kenworth	10-5182-0	Bit inspection on Unit 53/Bit inspection on Unit 30	463.50	12054884/12054886
93 Scelzi Equipment Inc.	10-5182-0	Tool boxes for Unit 90	5,817.85	1126242

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
MARCH 05, 2024**

Vendor name	Account #	Description	Amount	Invoice No.
		VEHICLE FUND 91		
94 Scezi Equipment Inc.	10-5182-0	Ladder rack for Unit 90	3,728.23	1126234
95 Stockton Auto & Truck	10-5182-0	Vise for Unit 86 & 87	1,040.32	005177/005298
96 Stockton Auto & Truck	10-5182-0	Fuel filter for Unit 45	43.34	006529
97 Stockton Auto & Truck	10-5182-0	Paint to touch up bumpers on District Vehicles	13.49	006311
98 The Home Depot	10-5343-0	Straps & tools for Unit 90	71.24	5244726
99 Valley Truck Accessories	10-5182-0	Hitch for Unit 85	305.20	02P2910
		VEHICLE FUND 91 TOTAL	\$31,958.23	

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
MARCH 05, 2024**

Vendor name	Account #	Description	Amount	Invoice No.
		MUNICIPAL & INDUSTRIAL FUND 94		
100 Acme Saw & Supply	10-5343-0	Parts and labor to service T Post pounder	124.65	424811
101 Airgas, Inc.	10-5327-0	Band saw, vice clamp, and table	8,194.39	9146614222
102 Availability Professional Staffing	10-5044-0	Temporary labor for Ops week ending 01/14/24	1,534.80	9115
103 Beeline Concrete Cutting, Inc.	10-5323-0	Concrete cutting for High Service Pump Project	11,000.00	25577
104 Charlie's Day & Nite, Inc.	10-5321-0	Lock and keys for security cameras control cabinet	17.71	531089
105 Commercial Roofing Specialties, Inc.	10-5323-0	Roof Hatches for High Service Pump Station	28,804.90	01-0011149134
106 Consolidated Elect Dist., Inc.	10-5323-0	Extraction Well 2 prj 2304-Enclosures, subpanels, shields & vents	1,528.58	8299-1030134
107 Contract Coatings Corp.	10-5329-0	Paint & supplies for installation of SED Basin 3 & 4	168.63	3N386
108 D and H Water Systems & Big Wave Water Tech	10-5323-0	Extraction Well 2 prj 2304-12" McCrometer UltraMag Flow Meter	6,597.90	12024-0183
109 D and H Water Systems & Big Wave Water Tech	10-5321-0	Meter for carrier water to Chemical Feeders in Ops basement	2,916.80	12024-0038
110 Feeeger Lucas Wolfe Inc	10-5325-0	Pressure gauges for chemical feeders (Qty 12)	11,493.26	1326556/1326792
111 FGL Environmental	10-5308-0	SUVA monitoring	323.00	430455A
112 FGL Environmental	10-5308-0	Coliform bacti monitoring sampled on 09/28/24-02/03/24	1,468.00	353397A-431701A

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
MARCH 05, 2024**

Vendor name	Account #	Description	Amount	Invoice No.
		MUNICIPAL & INDUSTRIAL FUND 94		
113 FGL Environmental	10-5308-0	Inorganic analysis-Metals, Total-Fe, As, Mn/Wet Chemistry-TDS	147.00	430634A/430633A
114 FGL Environmental	10-5308-0	Inorganic analysis-Wet Chemistry-Odor	30.00	356959A
115 GEI Consultants, Inc.	10-5323-0	Prof services for Aquifer Storage/Recovery study 12/30/23-01/26/24	22,060.50	3147275
116 Grainger, Inc.	10-5341-0	Leather gloves and safety glasses	204.02	9020410487
117 Grainger, Inc.	10-5344-0	Battery recycling kit/Trash bags	168.76	9013019170/9006549001
118 Grainger, Inc.	10-5321-0	Filters for Low Lift HVAC	45.47	9020051216
119 Grainger, Inc.	10-5343-0	Deep sockets for Maintenance Shop	8.47	9006827019
120 Graybar Electric Inc.	10-5321-0	Fuse for switch gear for pumps 74-01 & 74-02	305.33	9331374551
121 HDS White Cap Construction Supply	10-5323-0	Power Quality prj 2307-Marking line, chisel, rotary hammer bit	259.84	10019412911
122 HDS White Cap Construction Supply	10-5344-0	Disposable gloves & paint for maintenance around TP	223.33	10019415852
123 HDS White Cap Construction Supply	10-5329-0	Grout for installation of drain pumps for SED Basin 3 & 4	23.53	10019464426
124 Hixco	10-5329-0	Fasteners for installation of drain pumps for SED Basin 3 & 4	86.28	478246
125 Hixco	10-5321-0	Stainless steel fasteners-maintenance on air relief valves in HSPS	43.80	477355
126 Horizon	10-5324-0	PVC pipe & fittings for maintenance on TP irrigation system	149.71	28216480
127 Iconix Waterworks/Cortx Water Products US Inc	10-5321-0	Caps & plugs for open drains around TP	1,004.23	U2416003158
128 J. Milano Company, Inc.	10-5343-0	Shovels	73.57	14259
129 Jan-Pro of the Greater Bay Area	10-5326-0	March 2024 monthly janitorial services-Maintenance & Ops	553.00	22441-Maintenance/Ops
130 McMaster-Carr Supply Co	10-5323-0	Vehicle Storage 2 Crane Structure prj-Structural application fasteners	387.98	21358489
131 McMaster-Carr Supply Co	10-5321-0	Suction strainers for chemical tanks in Tank Farm	169.37	20590156
132 Milton S. Frank Co., Inc.	10-5321-0	Mechanical seal for P-28	9,593.82	M12225
133 Motive Energy, LLC/ Battery Bill, Inc.	10-5321-0	Batteries for Low Lift Emergency Generator 5 - CAT	440.44	STK063376
134 NorthStar Chemical	10-5301-0	ACH delivered on 01/02/24	19,891.08	270950
135 Pacific South West Irrigation Corp.	10-5329-0	Solids Handling Lagoon prj 2309-Pipe and fittings	18,905.51	266887
136 PG 1949656419-6	10-5302-0	Gas & Electric 01/04/24 -02/13/24 TP Electricity	27.17	19496564196-02/13/24
137 PG 1949656419-6	10-5303-0	Gas & Electric 01/04/24 -02/13/24 TP Natural gas	3,029.32	19496564196-02/13/24
138 PG 3795916542-6	10-5302-0	Electricity 01/09/24-02/07/24 6767 E Main-North Raw Water	1,740.85	37959165426-02/08/24
139 PG 7493068226-0	10-5302-0	Electricity 01/17/24-02/14/24 Outdoor Light-TP	14.21	74930682260-02/14/24
140 Platt Electric Supply Inc.	10-5323-0	LLPS Gate Replace. & Auto. prj 2308-Locking plugs/locking connector/ring wire	184.10	4U53998
141 Platt Electric Supply Inc.	10-5321-0	Wire lugs for electrical repairs on P-25	170.65	4T35858
142 Platt Electric Supply Inc.	10-5321-0	Wire control cable for SA-1	156.29	4T90125
143 Platt Electric Supply Inc.	10-5344-0	Wire markers	70.27	4U40518
144 Rain For Rent, Inc.	10-5323-0	LLPS Gate Replace. & Automation prj 2308-Rental of pump/hoses/fittings	5,549.43	1969879
145 Rain For Rent, Inc.	10-5323-0	LLPS Gate Replace. & Automation prj 2308-Rental of hoses/fittings/foot valve	3,549.56	1969878
146 Rexel USA Inc	10-5323-0	High Service Pump Station P-27 VFD	800.09	S133947109.004

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
MARCH 05, 2024**

Vendor name	Account #	Description	Amount	Invoice No.
		MUNICIPAL & INDUSTRIAL FUND 94		
147 Robert Half Finance & Accounting	10-5044-0	Temporary labor for Ops week ending 02/02/24	339.34	63157674
148 San Joaquin County Dept. of Public Works	10-5324-0	Waste disposal from TP clean up	1,434.18	00426438/205/174/491
149 San Joaquin County Sheriff Dept.	10-5324-0	Dec 2023 Temp workers- Weed abatement/sand bag packing at TP	4,344.00	41907/908/909/912/910/1
150 SD Myers	10-5321-0	Transformer testing at Treatment Plant	1,802.00	INV49457
151 SEWD Vehicle Fund	10-5181-0	Dec 2023 - Vehicle Mileage Reimbursement-M&I	7,569.06	December 2023-M&I
152 Stockton Scavengers/Waste Management	10-5324-0	20 yard bin and dump fees for period 01/01/-24-01/31/24	1,545.80	0079854-0051-9
153 Stockton Scavengers/Waste Management	10-5034-0	Feb 2024 garbage service @6767 East Main St	538.36	0080083-0051-2
154 Stockton Windustrial Co.	10-5323-0	LLPS Slide Gate Replace. & Automation prj 2308-Cordless tripod light/pipe fitting	3,528.89	371156/472/634/678/117
155 Stockton Windustrial Co.	10-5323-0	Sodium Hypochlorite prj 2303-Pipe fittings/channels/fastener/flat steel/adhesive	231.36	370663 01
156 Stockton Windustrial Co.	10-5321-0	Pipe fittings for maintenance on Feeder 5	38.88	371063 01
157 SunE Solar Mission III LLC	10-5302-0	Energy produced on low/high side solar panels Jan 2024	9,682.53	10272-061/10303-061
158 The Home Depot	10-5326-0	Shelves for mods of Electrician's Shop	1,085.66	5244726
159 The Home Depot	10-5323-0	LLPS prj 2308-Power cord & connectors/knife/adhesive/Lumber	697.77	8244708/22421/1022372
160 The Home Depot	10-5343-0	Tarp, tape and folding work platform	132.14	1244751
161 The Home Depot	10-5323-0	Foam tape & threaded rod for HVAC for High Service Pump Station	69.90	9244639
162 Titan Crane & Rigging, Inc.	10-5323-0	LLPS Slide Gate Replace. & Automation prj 2308-Crane & Rigger	18,150.00	8816
163 TNT Industrial Contractors Inc.	10-5323-0	Low Lift P-1 replacement prj-Piping installation	99,853.00	14370
164 UniFirst Corporation	10-5342-0	Weekly Uniform & Laundry Service Week 02/01/24-02/22/24	1,307.13	2360057531/877/352/476
165 United Rentals North America Inc	10-5323-0	LLPS Slide Gate Replace. & Auto. prj 2308-Rental of pipe plug with rope & hoses	601.73	229470964-001
166 Univar USA Inc.	10-5301-0	Caustic soda delivered on 02/09/24 & 02/16/24	12,616.38	518663870/51857170
167 Valley Landscaping & Maintenance Inc	10-5325-0	WTP landscaping services for December 2023 & January 2024	4,900.00	86269/86094
168 Valley Springs Feed & Pet Supply	10-5321-0	WTP security supplies ordered on 01/29/24 & 02/09/24	124.37	0152/0153
169 Wille Electric Supply Co, Inc.	10-5323-0	Power Quality Prj 2307-Conduit & fittings for installation of ATS on Switchgear A	204.27	S2183436.001
170 Wille Electric Supply Co, Inc.	10-5324-0	Conduit & fittings for relocation of pump for TP sprinkler system	114.58	S2183435.001
171 Wille Electric Supply Co, Inc.	10-5344-0	Shrink tubing and wire marker books	110.60	S2182323.001
		MUNICIPAL & INDUSTRIAL FUND 94 TOTAL	\$335,261.53	

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**STOCKTON EAST WATER DISTRICT
 INVOICES AND PAYROLL FOR BOARD PACKAGE
 MARCH 05, 2024**

Fund Number	Fund Summary	AP Amount
Fund 68	Groundwater Prod. Fund	366.56
Fund 70	Administration Fund	145,488.64
Fund 71	Water Supply Fund	132,304.66
Fund 91	Vehicle Fund	31,958.23
Fund 94	Municipal & Industrial Fund	335,261.53
	TOTAL FUND SUMMARY	\$645,379.62

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Short Names/Acronym List

ACH	Aluminum Chlorohydrate
ACWA	Association of California Water Agencies
Admin	Administration
Ads	Advertisement
AF	Acre Feet
AG	Agriculture
AR	Accounts Receivable
AWP	Alternative Work Program
CEQA	California Environmental Quality Act
Chgs	Charges
CM	Construction Management
COP	Certificate of Participation
CSDA	California Special District Authority
CSJWCD	Central San Joaquin Water Conservation District
CVPWA	Central Valley Project Water Association
CWS	California Water Services Company
DB	Distribution Box
DBCP	Dibromochloropropane
DDTS	Direct Distance Telephone Service
DL	Direct Line
Educ	Education
FCC	Federal Communications Commission
FOIA	Freedom of Information Act
GM	General Manager
HCP	Habitat Conservation Plan
HP	Hewlett Packard
HSPS	High Service Pump Station
HVAC	Heating, Ventilating Airconditioning
LD	Long Distance
LFC	Lower Farmington Canal
LLPS	Low Lift Pump Station
LT2	Long Term 2 -Enhanced Surface Water Treatment Rule
M&O	Maintenance & Operations
MCC	Master Control Center
Misc.	Miscellaneous
mtg	Meeting
NH-	New Hogan
NM	New Melones
NH3-N	Ammonia
NMCF	New Melones Conveyance Facility
NWRP	New Water Reservoir Project
OBA	Oxygen Breathing Apparatus
PACL	Poly Aluminum Chloride
PM	Preventive Maintenance
Prof	Professional
PSM	Process Safety Management
PVC	Polyvinyl Chloride
RMP	Risk Management Plan
SCADA	Supervisory Control And Data Acquisition
SCBA	Self Contained Breathing Apparatus
SEWD	Stockton East Water District
SWRCB	State Water Resources Control Board
St	Street
T5	Water Treatment Operator Certificate Grade 5
Tel	Telephone
THM	Trihalomethane
TO	Task Order
TP	Treatment Plant
UFC	Upper Farmington Canal
UPS	Uninterrupted Power Supply
VAMP	Vernalis Adaptive Management Plan
VFD	Variable Frequency Drive
WMP	Water Management Plan
WQMS	Water Quality Monitoring System
WS	Water Supply
WSEP	Water Supply Enhancement Project
WTP	Water Treatment Plant

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Vehicles	
Unit 36 2004 Chevy Pickup 2500hd Silverado	Pickup Truck
Unit 37-2004 Jeep Grand Cherokee Laredo	Automobile
Unit 47 2008 Chevy Pickup Silverado 2500 4x4	Pickup Truck
Unit 49 2009 Ford Edge AWD - Ltd	Automobile
Unit 55 2010 Ford F150 Pickup	Pickup Truck
Unit 57 2011 Ford F150 Pickup Long Bed	Pickup Truck
Unit 64 2015 Ford F250 S-Duty 4wd	Pickup Truck
Unit 65 2015 Ford F250 S-Duty 4wd	Pickup Truck
Unit 66 2015 Ford F250 S-Duty 4wd	Pickup Truck
Unit 67 2015 Ford F250 S-Duty 4wd	Pickup Truck
Unit 69 2015 Ford F150 4x4 Supercrew Pickup	Pickup Truck
Unit 74 2019 Ford F250 S-Duty 4wd	Pickup Truck
Unit 75 2019 Ford F250 S-Duty 4wd	Pickup Truck
Unit 76 2020 Ford Escape	Automobile
Unit 79 2022 Ford F150	Pickup Truck
Unit 80 2022 Ford F150	Pickup Truck
Unit 81 2022 Ram 1500	Pickup Truck
Unit 82 2023 Toyota Tacoma	Pickup Truck
Unit 83 2023 Toyota Tacoma	Pickup Truck
Unit 84 2023 Toyota Tacoma	Pickup Truck
Unit 85 2023 Toyota Tacoma	Pickup Truck
Unit 86 2023 Ford F-350	Pickup Truck
Unit 87 2023 Ford F-350	Pickup Truck
Unit 88 2024 Toyota Rav4	Automobile
Unit 89 2024 Toyota Rav4	Automobile
Unit 90 2024 Ford F-350	Pickup Truck
Light equipment	
Genie GS 1930 Scissor Lift	Lift
Unit 70 2016 Cat Forklift	Forklift
Unit 58 2014 Polaris Ranger EV- Maintenance	Utility Vehicle
Unit 59 2014 Polaris Ranger EV- Maintenance	Utility Vehicle
Unit 60 2014 Polaris Ranger EV- Operations	Utility Vehicle
Unit 61 2014 Polaris Ranger EV- Water Supply	Utility Vehicle
Unit 62 2014 Polaris Ranger EV- Water Supply	Utility Vehicle
Unit 63 2014 Polaris Ranger EV- Operations	Utility Vehicle
Heavy equipment	
Mower-walker	Tractor
Unit 16 2003 Ford 450 -- diesel	Heavy Truck
Unit 26 1990 International Dump Truck	Heavy Truck
Unit 29 Caterpillar Backhoe	Heavy Equip.
Unit 31 1998 Freightliner Boom Truck 15 ton	Heavy Truck
Unit 38 John Deere 6420 Tractor	Tractor
Unit 41 Case Tractor 570mxt Turbo	Tractor
Unit 45 2008 Ford F650 Flatbed Truck (diesel)	Heavy Truck
Unit 48 2008 Chevy Kodiak C4500 (diesel)	Heavy Truck
Unit 52 Kubota Tractor	Tractor
Unit 53 2011 Kenworth T300 Dump Truck (dsl)	Heavy Truck
Unit 56 2010 Ford F450 Truck	Heavy Truck
Unit 73 2018 Caterpillar Backhoe	Heavy Equip.
Unit 77 2022 CAT Long Reach Excavator	Heavy Equip.
Accessories	
Dive Boat	Accessory
Boat Trailer	Trailer
Allis-Chalmers Disc	Accessory
Pak Flail Mower (orange)	Accessory
Alamo Articulate Mower Attachment	Accessory
Landpride RCR2596 Rotary Mower	Accessory
Unit 30 Big Tex Equipment Trailer /25,900gvwr	Trailer
Unit 34 2000 Cartaway Tank Trailer /6000gvw	Trailer
Unit 43 2007 Wells Cargo Trailer Model TW122	Trailer
Unit 44 1996 Genie Lift TZ-34/20 Knuckleboom	Trailer
Unit 50 6 Diesel Pump	Trailer
Unit 51 12 Diesel Pump	Trailer
Unit 68 2015 Welding Trailer	Trailer
Unit 71 2017 Utility Landscaping Trailer	Trailer
Unit 72 2002 Utility Trailer	Trailer
Unit 73 2002 Utility Trailer	Trailer

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
CALPERS EFT REQUEST
MARCH 05, 2024**

Vendor name	District Fund#	Account #	Description	Amount	Invoice No.
1 CA Public Employees Retirement System (CalPERS)	70	10-5049-0	Retirement Contributions for Payroll 03/01/24-Admin	4,997.88	03/01/24 1245106351
			Total Fund 70 Admin	\$ 4,997.88	
2 CA Public Employees Retirement System (CalPERS)	71	10-5049-0	Retirement Contributions for Payroll 03/01/24-WS-NM	5,706.63	03/01/24 1245106351
3 CA Public Employees Retirement System (CalPERS)	71	10-5058-0	Retirement Contributions for Payroll 03/01/24-WS-NH	1,432.44	03/01/24 1245106351
			Total Fund 71 Water Supply	\$ 7,139.07	
4 CA Public Employees Retirement System (CalPERS)	94	10-5049-0	Retirement Contributions for Payroll 03/01/24-M&I	21,860.65	03/01/24 1245106351
			Total Fund 94 Municipal & Industrial	\$ 21,860.65	
Grand Total for Electronic Funds Transfer Request on RBM 03/05/24				\$ 33,997.60	

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Memorandum

To: Board of Directors
From: Justin M. Hopkins, General Manager
Priya Ram, Finance Director
Date: March 5, 2024
Re: **Approve April 2024 Salary Adjustment per MOU**

Background

In accordance with the Memorandum of Understanding (MOU) from Fiscal Years (FY) 2020-2026 between the Stockton East Water District (District) and its employees, a yearly salary adjustment is required effective April 1, 2024. The MOU provides for a salary adjustment equivalent to 80% of the CPI net change with a minimum increase of 2.5% and a maximum increase of 6.0%.

Summary

As the MOU dictates, the basis for the salary adjustment is the *U.S. City Average – Urban Wage Earners and Clerical Workers Index*. The index for 2024 ending January 31 shows a net increase of 2.93%. Consequently, 80% of this net increase is equal to 2.35%, which falls below the minimum, prescribed, salary increase. Therefore, the COLA increase for FY 2024-2025 is determined to be the minimum of 2.5%.

Financial Impact

The collective hourly rate for all employees is currently \$2,333.73. The 2.5% COLA will increase the rate by \$56.05 to \$2,389.78. The FY 2024-2025 budget was formulated under the assumption that this 2.5% increase would be adopted, and as such, is sufficiently funded to accommodate the increase.

Recommendation

Staff respectfully requests the Board of Directors of the District approve the minimum 2.5% salary increase for all District employees effective April 1, 2024.

Consumer Price Index for Urban Wage Earners and Clerical Workers Original Data Value

Series Id: CWSR0000SA0

Seasonally Adjusted

Series Title: All items in U.S. city average, urban wage earners and

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	231.649	231.898	232.303	232.768	233.120	233.416	233.573	233.477	233.433	233.208	232.591	231.494
2015	229.498	230.264	230.948	231.118	232.035	232.720	233.021	232.967	232.092	232.262	232.491	232.088
2016	231.862	231.279	232.202	233.163	233.740	234.419	234.117	234.480	235.193	235.776	235.992	236.654
2017	237.715	238.014	237.848	238.053	237.796	237.927	237.953	239.005	240.452	240.539	241.387	241.903
2018	243.025	243.683	243.539	244.258	244.816	245.079	245.270	245.780	246.246	246.943	246.567	246.439
2019	246.045	246.885	247.940	249.004	248.992	248.709	249.349	249.493	249.877	250.651	251.367	252.262
2020	252.365	252.617	251.504	249.246	248.962	250.191	251.837	252.919	253.632	253.902	254.538	255.741
2021	256.318	257.554	259.073	260.915	262.827	265.281	266.616	267.421	268.600	271.349	273.952	276.146
2022	277.740	280.022	283.382	284.187	286.963	291.023	290.630	290.412	291.310	292.793	293.485	293.303
2023	294.894	295.876	296.038	297.346	297.541	298.210	298.730	300.588	301.664	301.835	302.204	302.932
2024	303.542											

2024 Index 303.542

2023 Index 294.894

Net Change 8.65

Net Change % 2.93 %

% Factor 0.80

80% of Net Change **2.35%**

2024 COLA **2.50%** Minimum per Memorandum of Understanding

STOCKTON EAST WATER DISTRICT

	Survey Classification	% Above 2023 Survey	2024 COLA
1	Administrative Clerk	0.00%	2.500%
2	Accounting Technician I	0.00%	2.500%
3	Accounting Technician II	0.00%	2.500%
4	Procurement Specialist	1.70%	0.800%
5	Water Supply Operator	0.00%	2.500%
6	Water Treatment Plant Operator Trainee	0.00%	2.500%
7	Engineering Technician	0.00%	2.500%
8	Maintenance Mechanic I	0.00%	2.500%
9	Administrative Assistant	0.00%	2.500%
10	Maintenance Mechanic II	0.00%	2.500%
11	Accountant	1.96%	0.540%
12	Water Treatment Plant Operator	0.00%	2.500%
13	Senior Water Treatment Plant Operator	0.00%	2.500%
14	Electrical Technician	0.00%	2.500%
15	Water Supply Supervisor	1.02%	1.480%
16	Maintenance Supervisor	0.54%	1.960%
17	Associate Engineer I	0.00%	2.500%
18	Electrical Technician II	0.00%	2.500%
19	Associate Engineer II	0.00%	2.500%
20	Administrative Services Manager	0.00%	2.500%
21	Water Supply Manager	0.00%	2.500%
22	Chief Plant Operator	0.00%	2.500%
23	Maintenance Manager	0.00%	2.500%
24	Senior Engineer	0.00%	2.500%
25	Finance Director	0.00%	2.500%
26	Water Operations Manager	0.00%	2.500%
27	District Engineer	0.00%	2.500%
28	Assistant General Manager	0.00%	2.500%
29	General Manager	0.00%	2.500%

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Memorandum

To: Board of Directors
From: Justin M. Hopkins, General Manager
Priya Ram, Finance Director
Date: March 5, 2024
Re: **Acceptance of April 2024 Board of Directors Per Diem increase per Ordinance 13**

Background and Summary

In accordance with Section 6 of the Amended Ordinance No.13, adopted on June 27, 2023 the Board of Directors (Board) of Stockton East Water District (District) shall receive on April 1, annually, a five percent (5%) per diem increase, consistent with Water Code Section 20202. Prior to April 1, the Board must decide to accept the increase of the per diem compensation. No action is required to accept the increase, but Board approved action is required to reject the increase.

Financial Impact

The current per diem rate is \$133.32 and the 5 % would increase the rate by \$6.67 to \$139.99. The FY 2024-2025 budget was formulated under the assumption that this 5% increase would be accepted, and as such, is sufficiently funded to accommodate the increase.

Recommendation

Staff respectfully requests the Board of Directors of the District make a determination in accordance with Ordinance 13.

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Memorandum

To: Board of Directors
From: Justin M. Hopkins – General Manager
Date: March 5, 2024
Re: Support of CSDA Sponsored AB 2060

Background

On February 1, Assembly Members Esmeralda Soria (D-27) of Fresno and Juan Alanis (R-22) of Modesto introduced Assembly Bill (AB) 2060. This bill seeks to streamline the California Department of Fish and Wildlife (CDFW) permitting process in support of Flood-MAR (Managed Aquifer Recharge) activities. AB 2060 proposes to codify the goal of streamlining Flood-MAR groundwater recharge permitting as outlined within the Governor’s August 2022 California Water Supply Strategy: Adapting to a Hotter, Drier Future.

As currently proposed, AB 2060 would indefinitely exempt existing infrastructure or temporary pumps from being used to divert flood stage flows from CDFW permitting requirements. Flood flows may be diverted to existing recharge locations or agricultural land but may not be diverted to dairy land application areas, fields where pesticide or fertilizer application occurred within the last 30 days, areas that could cause damage to infrastructure or exacerbate the threat of flood, or land that has not been actively cultivated in the past three years. The bill still requires applicable fees be paid to CDFW and a temporary diversion permit secured from the State Water Resources Control Board.

Summary

The Stockton East Water District (District) has pursued temporary floodwater recharge permits the past two years. Application of the diverted floodwater to recharge has been limited to the District’s existing recharge facilities, even though the water flows past several of the District’s agricultural customers. The recharging of floodwater has not yet been extended to adjacent agricultural land since the diversion would require review and approval by the CDFW. The proposed bill would exempt certain floodwater recharge activities from the CDFW permitting requirements. As the District strives to achieve groundwater sustainability and perfect pending water right applications, the removal of regulatory barriers to accomplishing such will be of value to the District.

Recommendations

District staff recommends the Board of Directors support Assembly Bill 2060, authorize the Board President to approve a letter of support, and direct staff to engage on behalf of the District to express such support.

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March 5, 2024

The Honorable Esmeralda Soria
California State Assembly
1021 O Street, Suite 4110
Sacramento, CA 95814

RE: Support of AB 2060

Dear Assembly Member Soria:

The Stockton East Water District (SEWD) is pleased to inform you of our support for Assembly Bill (AB) 2060, related to streamlining the California Department of Fish and Game (CDFW) permitting process for Flood-MAR (Managed Aquifer Recharge) activities.

SEWD, like yourself, the Governor, and many other water agencies in California, understands the importance of diverting available floodwaters to reduce the risk of flooding and increase the storage of surface water in the ground. As a decades long practitioner of storing surface water in the ground, SEWD has witnessed the benefits afforded by groundwater recharge, yet recognizes the need to identify and recharge new, available supplies. As a partner with the California Department of Water Resources (DWR), SEWD has benefited from the DWR and State Water Resources Control Board (Water Board) collaboration directed by the Governor to streamline issuance of temporary floodwater diversion permits, and we therefore have a unique perspective on the need for additional streamlining.

The past two winters, SEWD has only used existing recharge facilities to apply diverted flood water. This is largely because the diversion of flood water to agricultural land would require additional consultation with CDFW, after an already lengthy and arduous permitting process with the Water Board. This legislation would benefit districts like ours by allowing the use of agricultural land for recharge without the need for additional CDFW review and approval.

This legislation is another step towards the much-needed streamlining of temporary floodwater diversion permits, which are necessary for our groundwater basin, and many like it throughout California, to achieve sustainability. For these reasons, Stockton East Water District is pleased to support Assembly Bill 2060. Please feel free to contact our General Manager, Justin Hopkins, at 209-948-0333 or at jhopkins@sewd.net if you have any questions or would like to further discuss our temporary diversion permit experiences.

Sincerely,

DRAFT

Richard Atkins
President

CC:
Assembly Member Carlos Villapudua
Senator Susan Talamantes-Eggman

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Memorandum

To: Board of Directors
From: Justin M. Hopkins – General Manager
Date: March 5, 2024
Re: Support of ACWA Sponsored AB 2257

Background

On February 8, Assembly Member Lori Wilson (D-11) of Suisun City introduced Assembly Bill (AB) 2257, ACWA's 2024 sponsored bill on Proposition 218. This bill would create an exhaustion of administrative remedies procedure for water and sewer rates and assessments that, if public agencies elect to follow, would require the public to submit a timely written objection to the ratemaking proposal or new assessment and raise the particular Proposition 218 compliance issues the plaintiff may later litigate.

Public agencies that adopt exhaustion procedures would be required to provide their board and the public with written responses to each comment received before an agency acts on proposed rates or assessments. With a greater understanding of potential concerns and the agency's responses, the agency's board would have the opportunity to abandon its ratemaking/assessment proposal, change it (reduce it), or to better explain why it complies with Proposition 218's substantive limitations, before having to defend it in litigation. If a public agency complies with the exhaustion procedures, the bill will specify documents that could be included in the administrative record, subject to certain exceptions, in the event of litigation.

AB 2257 builds on the strict procedural ratemaking requirements of Proposition 218 by creating a robust public process that facilitates dialogue, transparency, and the opportunity to resolve issues and avoid costly litigation. Codifying a procedure that requires issue exhaustion in Proposition 218 litigation would protect both legislative and adjudicative functions by allowing a legislative body to hear the evidence, apply its reasoned discretion and expertise, and create an administrative record to facilitate judicial review.

Summary

The Proposition 2018 rate setting processes followed by many agencies throughout California have been protested and subsequently challenged through the court. Agencies have few remedies to address challenges to rate setting processes and are required to invest staff time and legal expenses to defend their process. The Stockton East Water District (District) is subject to compliance with the rate setting process established by Proposition 218 and, therefore, would benefit from AB 2257 if the District faced a challenge to any future rate setting process.

Recommendations

District staff recommends the Board of Directors support Assembly Bill 2257, authorize the Board President to approve a letter of support, and direct staff to engage on behalf of the District to express such support.

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March 5, 2024

The Honorable Lori Wilson
California State Assembly
1021 O Street, Suite 8110
Sacramento, CA 95814

RE: Support of Assembly Bill 2257

Dear Assembly Member Wilson:

The Stockton East Water District is pleased to inform you of our support for Assembly Bill 22577, related to the exhaustion of administrative remedies under Proposition 218.

A rise in Proposition 218 litigation is making it increasingly difficult to ensure agencies can pass fair and reasonable rates to cover the costs of operations and maintenance. Oftentimes, these suits are filed without first having raised these alleged violations with the public agency during the public notice-and-comment process leading up to the decision to adopt rates or assessment. Requiring litigants to engage in an agency's public comment process before challenging water and sewer rates and assessments in court, if public agencies follow specified procedures, could mitigate costly litigation. In the event of litigation, the bill would limit the administrative record to evidence presented to the agency during the ratemaking process.

AB 2257 would bolster the financial stability of public water and sewer agencies by creating a robust public process that facilitates dialogue, transparency, and the opportunity to resolve issues and avoid costly litigation.

This legislation will reduce an agency's exposure following a rate or assessment increase, while concurrently improving the chances of a successful rate or assessment setting process. For these reasons, Stockton East Water District is pleased to support Assembly Bill 2257. Please feel free to contact our General Manager, Justin Hopkins at 209-948-0333 or at jhopkins@sewd.net if you have any questions.

Sincerely,

DRAFT

Richard Atkins
President

CC:
Kris Anderson, Senior State Relations Advocate, Association of California Water Agencies
Assembly Member Carlos Villapudua
Senator Susan Talamantes-Eggman

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Memorandum

To: Board of Directors
From: Justin M. Hopkins, General Manager
Date: March 5, 2024
Re: Review of Proposed Rule 176 - Securing Right-of-Way for District Interests

Background

Stockton East Water District (District) is located within the critically overdraft Eastern San Joaquin Groundwater Subbasin. Modeling performed to inform the Eastern San Joaquin Groundwater Sustainability Plan (GSP) indicates that groundwater sustainability cannot be achieved by 2040 through implementation of the current project management actions, if the climate change scenario is correct. To ensure groundwater sustainability by 2040 under the climate change scenario, additional project management actions are necessary.

To assist with development of additional project management actions, the District formed a recharge ad-hoc committee to discuss various new recharge projects and identify the most feasible. The ad-hoc committee concluded that up to three new pipelines from the Calaveras River and a new distribution system supplied with Mokelumne River water were the best projects to progress forward. The projects will attempt to use the existing Linden Irrigation District right-of-way but will need to secure some new right-of-way.

Also related to District efforts to reach groundwater sustainability, staff have met with several landowners to discuss the use of surface water in lieu of groundwater. Two landowners are interested in converting to surface water but lack direct access to the District's waterways and require an easement through neighboring property(ies). Thus far, right-of-way negotiations between the private parties are failing to progress.

Summary

The District does not currently have a policy related to the procurement of right-of-way necessary for the District's projects, operations, etc. As such, right-of-way negotiation can be an arduous and lengthy process, requiring Board direction at each step of the process for each landowner providing right-of-way. In some instances, the landowners are unwilling to provide right-of-way by either requesting unreasonable compensation or failing to engage.

With the potential need to secure District right-of-way for future projects and the known need of right-of-way for private projects related to the District's mission, staff propose Rule 176 – Securing Right-of-Way for District Interests. The proposed rule will provide staff with the guidance and boundaries necessary to substantially negotiate right-of-way acquisition prior to presenting an agreement to the Board of Directors (Board). As outlined in the proposed rule, the Board retains ultimate approval authority, up to and including deviation from the policy.

The proposed rule also identifies the District's authority to procure right-of-way through eminent domain, thereby providing negotiating transparency to the other negotiating party(ies). Through the eminent domain process, the District can secure right-of-way from unwilling negotiators. The proposed policy further reserves the District's right to allow private parties access to the right-of-way for projects that align with the District's interest. This

provision will help landowners seeking access to surface water and unable to secure right-of-way.

Proposed Rule 176 was developed through a collaborative process between District staff, legal counsel, and the Agricultural Operations Committee. At the February 21, 2024, Agricultural Operations Committee, the committee directed staff to present proposed Rule 176 to the Board of Directors (Board0 for approval.

Financial Impacts

The proposed rule is expected to have negligible financial impact. Any right-of-way agreement approved by the Board after the rule would likely be identical to any right-of-way agreement approved without the rule. The only potential financial impacts are the charges incurred by the District for legal fees, appraisal costs, surveyor consultation, and documentation related fees. Historically the District has incurred these expenses when trying to secure right-of-way and will continue to.

Next Steps

Staff presents proposed Rule 176 to request any further feedback from the Board. The final draft of proposed Rule 176 is scheduled to return for a public hearing and presentation to the Board for approval at the March 19, 2024, following a 10-day notice of public hearing.

RULE NO. 176

ADOPTED _____

SECURING RIGHT-OF-WAY FOR DISTRICT INTERESTS

WHEREAS, the California Legislature established the Stockton East Water District (district) in 1948 under the District Act (Act), which authorizes the Board of Directors (Board) to make such rules and regulations as it deems necessary and proper for carrying out the provisions of the Act; and,

WHEREAS, the district was established to ensure proper management of the underground water basin and provide supplemental surface water supplies, and is located within the critically overdrafted Eastern San Joaquin Groundwater Subbasin, which must achieve groundwater sustainability by 2040 through management actions to correct groundwater overdraft, as identified within the 2014 Sustainable Groundwater Management Act and the Eastern San Joaquin Groundwater Sustainability Plan; and,

WHEREAS, the district and district customers must construct new facilities from time to time to facilitate the increased use of surface water and other projects necessary to achieve groundwater sustainability; and,

WHEREAS, the Board of Directors desires to establish a formal policy to identify the means and methods for securing right-of-way; and,

WHEREAS, the purpose of this Rule is to state the district's policy for securing right-of-way for the installation of new or modified facilities, or to provide access to new and existing facilities, both public and private, that benefit the district's mission and interests.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF STOCKTON EAST WATER DISTRICT HEREBY ENACTS AND ESTABLISHES RULE NO. 176:

1. All negotiated rights-of-way must be discussed with and approved by the Board prior to the district making a formal offer. Staff have no authority to finalize negotiations or bind the Board; any agreements, both written and verbal, between staff and other negotiating parties are invalid until authorized by the Board.
2. If a successful written agreement is reached, the district will bear all costs associated with preparing the right-of-way documents, including but not limited to agreements, district legal fees, real property owner legal fees up to 10% of the right-of-way value, appraisals, legal descriptions, exhibits, notary fees, and document recording costs.
3. The staff of Stockton East Water District shall negotiate in good faith with landowners to secure any new right-of-way reasonably needed for the construction, maintenance, operation, and/or reconstruction of new and existing facilities, or for private facilities that advance the district's interests. Staff shall work with landowners in an attempt to secure right-of-way through the most cost effective means available, which may include but is not limited to: in addition to or in lieu of

cash payments, on-site improvements, access or connection to facilities, district services, and/or monetary compensation.

4. To ensure just compensation to real property owners and prudent management of the public's money, any proposed right-of-way purchase amount may be accompanied by an appraisal from a third-party, qualified appraiser. Compensation shall be calculated at the appraised land value or other applicable methods per acre times the number of acres encompassed by the right-of-way, and subject to the following:
 - a. Appraisals or comparable sales must be dated within six (6) months of approval of the agreement, unless the negotiating parties agree, in writing, to use an older appraisal.
 - b. The district shall not pay more than the calculated land value for fee title right-of-way dedicated through a grant deed and not more than a reasonable, proportional amount for an exclusive easement.
5. Pursuant to the Brown Act (Gov. Code §54956.8), negotiations for real property may occur during closed session until the negotiating parties reach consensus. Upon consensus, district staff will recommend to the Board approval of a right-of-way agreement at a Board meeting. Staff will notify the real property owner of the proposed recommendation(s) so that the owner may appear and comment at the meeting in which the Board will hear that recommendation.
6. In the event that the negotiating parties are unable to reach a consensus, the district shall secure right-of-way through eminent domain, as authorized to do so under Section 5(h) of the Act.
7. The district reserves the right to allow private parties to access any district secured right-of-way in accordance with law, so long as the private parties' use of the right-of-way aligns with the district's interests and the use of such facilitates the construction and/or maintenance of private facilities that further the district's mission.

Memorandum

To: Board of Directors
From: Justin Hopkins, General Manager
Date: March 5, 2024
Re: Review of Proposed Rule 177 – Establishing a Policy for On-Farm Recharge of Surface Water

Background

Stockton East Water District (District) is located within the critically overdraft Eastern San Joaquin Groundwater Subbasin. Modeling performed to inform the Eastern San Joaquin Groundwater Sustainability Plan (GSP) indicates that groundwater sustainability cannot be achieved by 2040 through implementation of the current project management actions, if the climate change scenario is correct. To ensure groundwater sustainability by 2040 under the climate change scenario, additional project management actions are necessary. One option available to the District to achieve sustainability under the climate change scenario is through perfecting pending water right applications.

In 2002 the District applied for a water right to the State Water Resources Control Board to allow for diversion of stormwater runoff flows from the Calaveras River between November 1 and April 30, to help support groundwater sustainability. The original application requested 288,000 acre-feet (AF) annually at a maximum diversion rate of 800 cubic-feet-per-second (CFS) and subsequently supported by the infeasible Water Supply Enhancement Project (WSEP). Through an ad-hoc Recharge Committee and collaboration between staff, legal counsel, and consultants, a revised WSEP scope was developed to reduce the diversion volume to 110,000 AF annually at a maximum diversion rate of 500 CFS. The modified WSEP scope and water right application were approved by the Board at the January 9, 2024, regular Board of Directors (Board) meeting.

Summary

The revised WSEP scope proposes to use existing and new infrastructure to provide surface water supplies for agricultural irrigation, drinking water, and/or groundwater banking. Although many facilities currently exist, the use of existing facilities towards perfecting the District's water right application has not substantially occurred. This is partially due to growers' operational costs to pump surface water onto their land and no corresponding benefit to growers. To offset the inequity, staff propose to establish a District Rule incentivizing the on-farm recharge of stormwater runoff flows.

Proposed Rule 177 would establish two incentive programs:

1. One program would apply to growers that are required to lift water from the waterway for application to the field through the use of a pump. To offset pumping costs estimated by District customers, the program would provide compensation of \$80 per acre-foot of measured net recharge.
2. The second program would apply to growers that are able to apply water to their land(s) by gravity and without the use of a pump. The program would provide rechargers compensation of \$25 per acre-foot of measured net recharge.

Both programs would also provide the recharger with a groundwater credit that may be applied to any land owned by the grower. The groundwater credit will be equal to 50% of the measured net recharge.

The Rule proposes to provide monthly compensation and apply credit to the following year's groundwater bill from the District. Compensation will be provided following a monthly meter reading at the appropriate compensation rate multiplied by the volumetric total for the preceding month. The groundwater credit will be applied to the following year's groundwater pumping volume for all of the customer's parcels. Any remaining credit balance will be refunded to the customer at the current groundwater rate.

Proposed Rule 177 was developed through a collaborative process between District staff, legal counsel, and the Agricultural Operations Committee. At the February 21, 2024, Agricultural Operations Committee, the committee directed staff to present proposed Rule 177 to the Board of Directors (Board0 for approval.

Financial Impacts

With use of existing infrastructure, the maximum estimated recharge potential is 21,000AF of lifted recharge and 360AF of gravity recharge. The corresponding potential cost of the programs is \$1,689,000 $[(21,000AF \times \$80/AF) + (360AF \times \$25/AF)]$ in compensation and \$131,364 $(21,360AF \times \$6.15/AF)$ of reduced revenue from groundwater credit, resulting in a total cost of \$1,820,364. At full buildout of the District's planned in-lieu recharge, groundwater banking, and Bellota Pipeline replacement projects, the estimated recharge ratio is 22,000AF of lifted recharge and 88,000AF of gravity recharge. The corresponding potential cost of the programs at maximum use of the Calaveras River water right is \$4,565,500; not accounting for increases in the groundwater fee.

To offset the cost of the program, staff propose to increase the groundwater fee, since the groundwater customers are the primary beneficiaries of the program. At the current annual groundwater use volume of 135,000AF, the current groundwater rate of \$6.15/AF would need to increase by \$15.85/AF, for a total groundwater cost of \$22/AF.

Staff estimates the program will become unsustainable as more acreage within the District is provided access to surface water. As new in-lieu recharge and groundwater banking facilities are constructed, the Board will need to evaluate modification to the program terms or termination of the program.

Next Steps

Staff presents proposed Rule 177 to request any further feedback from the Board. The final draft of proposed Rule 177 is scheduled to return for a public hearing and presentation to the Board for approval at the March 19, 2024, following a 10-day notice of public hearing.

RULE NO. 177

ADOPTED _____

ESTABLISHING A POLICY FOR ON-FARM RECHARGE OF SURFACE WATER

WHEREAS, the California legislature established the Stockton East Water District (district) in 1948 to insure proper management of the underground water basin and provide supplemental water supplies. The district provides surface water for both agricultural and urban uses, and encourages the continued expansion of surface water diversions instead of pumping groundwater for the benefit of the groundwater basin. By providing surface water for agricultural irrigation, the district supports a reliable water supply for a San Joaquin County's agricultural industry that is the area's leading economic activity; and,

WHEREAS, the district is located within the critically overdraft Eastern San Joaquin Groundwater Subbasin, which must achieve groundwater sustainability by 2040 through management actions to correct an average annual overdraft of 37,000 acre-feet, as identified with the 2014 Sustainable Groundwater Management Act and the Eastern San Joaquin Groundwater Sustainability Plan; and,

WHEREAS, the district has applied for multiple water rights on the Calaveras River and Littlejohns Creek to divert storm flows to underground storage between November 1 and April 30, and the district has identified a need to progress towards perfecting the water right applications, but lacks sufficient infrastructure to fully enjoy available supplies without development of additional diversion facilities; and,

WHEREAS, the district holds contracts for water on the Calaveras and Stanislaus Rivers and wishes to maximize use of those water rights for diversion to underground storage; and,

WHEREAS, the State of California allows the diversion of certain flood flows without a water right permit as detailed in Water Code Section 1242.1, and the district wishes to encourage the diversion of such water; and,

WHEREAS, the Board of Directors desires to establish a formal policy to encourage the diversion of available water to underground storage by adopting a Rule, as authorized by the District Act (Act), which allows the Board of Directors to adopt Rules and Regulations as it deems necessary and proper for carrying out provisions of the Act; and,

WHEREAS, the purpose of this Rule is to state the district's policy of encouraging the diversion of non-irrigation season flows described above ("Recharge Water") to underground storage for offsetting pumping of groundwater.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF STOCKTON EAST WATER DISTRICT HEREBY ENACTS AND ESTABLISHES RULE NO. 177:

1. Any landowner proposing to divert Recharge Water pursuant to this Rule shall only do so through a district approved, metered surface water diversion facility and all customer accounts must be in good standing with the district.
2. An intent to divert Recharge Water form must be submitted to the district annually to participate in the program, and the District will notify participants when Recharge Water is available pursuant to this Rule.
3. The district will cover all direct and indirect costs for flow modeling and forecasting.

California Environmental Quality Act (CEQA) compliance, water right permit fees, and any consultant support necessary to facilitate approval of Recharge Water diversion.

4. The landowner is responsible for all costs related to operation and maintenance of the surface water diversion facility. Related costs include, but are not limited to, power, equipment maintenance, operation personnel, repairs, land lease, and any other related cost incurred through the typical operation of a surface water diversion facility and irrigation system.
5. The district may require a field drain flow measurement device depending upon a property's topography, soil profile, and method of recharge. The device will be used to verify Recharge Water is not leaving the property and re-entering the drainage watercourse(s). Under this condition, the volume of water re-entering the drainage watercourse will be deducted from the volume of water diverted to the field for recharge, resulting in net Recharge Water.
6. Recharge Water may be applied for recharge by any acceptable means, including flood irrigation, above ground or subsurface irrigation, leach system, or dry well.
7. INCENTIVE PROGRAMS – Two programs are available for agricultural water users within the district to incentive the diversion of Recharge Water. The two programs each provide the landowner compensation for on-farm recharge of surface water annually between November 1 and April 30 or the beginning of the irrigation season; whichever occurs first.
 - a) Lifted Diversions. Landowners will receive payment of \$80 per acre-foot of measured net recharge and a groundwater credit equal to 50% of the measured net recharged volume. For example, if 100 acre-feet are recharged, the landowner will receive compensation of \$8,000 ($\$80/\text{AF} \times 100\text{AF}$) and a 50 acre-feet groundwater credit and the district will benefit by 50 acre-feet.
 - b) Gravity Diversions. Landowners will receive payment of \$25 per acre-foot of measured net recharge and a groundwater credit equal to 50% of the measured net recharged volume. For example, if 100 acre-feet are recharged, the landowner will receive compensation of \$2,500 ($\$25/\text{AF} \times 100\text{AF}$) and a 50 acre-feet groundwater credit and the district will benefit by 50 acre-feet.
8. LIMITATIONS – Both programs are subject to the following limitations of use.
 - a) Application of Recharge Compensation. Landowners will receive compensation as described in Section 7 in the form of a monetary payment from the District. The payment will be provided monthly for the net recharge volume totalized between the District's previous and current flow meter readings.
 - b) Use of Recharge Credit. The landowner will receive a groundwater credit equal to the net recharged volume. The volumetric credit may be applied to any other parcel(s) owned or leased by the recharger and will apply as a volumetric credit to groundwater pumped for irrigation during the following irrigation season. Any applied credit balance remaining after Final Billing will be refunded to the landowner at the current groundwater rate.
 - b.) Unauthorized Diversion. Diversion of Recharge Water to underground storage shall occur only after notice by the District, and in accordance with this Rule.

Any volume of water diverted without authorization shall be charged to the diverter at the current surface water rate and no recharge credit shall apply.

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Memorandum

To: Board of Directors
From: Justin M. Hopkins, General Manager
Juan Vega, Assistant General Manager
Gianna O'Day, Associate Engineer
Date: March 5, 2024
Re: Approval of Grant Administration Agreement for SWEEP Block Grant

Background

Stockton East Water District (SEWD) worked together with North San Joaquin Water Conservation District (NSJWCD) and South San Joaquin Irrigation District (SSJID) to apply for the State Water and Efficiency Program – Block Grant Pilot (SWEEP Block Grant). The districts were awarded the grant in September 2023. SEWD is the lead agency and entered into a grant agreement with the California Department of Food and Agriculture (CDFA) to administer the SWEEP Block Grant for SEWD, NSJWCD, and SSJID's constituents.

Summary

A grant administration agreement has been developed between the districts to clarify the roles, responsibilities, and funding each district has as part of the SWEEP Block Grant. The agreement states how the general processes of the grant administration will be performed. Legal counsel from each district has reviewed the agreement and feels that the terms are acceptable.

Recommendation

Staff respectfully recommends the Board of Directors approve the Grant Administration Agreement for SWEEP Block Grant between Stockton East Water District, South San Joaquin Irrigation District, and North San Joaquin Water Conservation District and authorize the General Manager to execute the agreement on behalf of SEWD.

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

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

RECITALS

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

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

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

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

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

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

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

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

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

AGREEMENT

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

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

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

3. Grant Funds.

a. As Grantee, SEWD will be responsible for:

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

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

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

4. Agency to Perform Certain Obligations.

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

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

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

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

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

6. Disbursement of Grant Funds.

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

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

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

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

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

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

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

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

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

16. Compliance with Grant Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STOCKTON EAST WATER DISTRICT

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

NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT

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

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

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

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

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

STOCKTON EAST WATER DISTRICT

NORTH SAN JOAQUIN WATER
CONSERVATION DISTRICT

By: **DRAFT**

Justin M. Hopkins, General Manager
Date: _____

By: _____
Title: _____
Date: _____

Approved as to Form:
By: **DRAFT**

Jeanne Zolezzi, General Counsel
Date: _____

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

SOUTH SAN JOAQUIN IRRIGATION
DISTRICT

By: _____
Peter M. Rietkerk, General Manager
Date: _____

Approved as to Form:

By: _____

Mia S. Brown, General Counsel

Date: _____

Exhibit A
Grant Agreement

**GRANT AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
23-0657-000-SG

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

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

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

RECIPIENT

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

BY (*Authorized Signature*)



DATE SIGNED

11-9-23

PRINTED NAME AND TITLE OF PERSON SIGNING

Justin M. Hopkins, General Manager

ADDRESS

PO BOX 5157, STOCKTON, CALIFORNIA 95205

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LA

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

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

Project Title: 2021 State Water Efficiency and Enhancement Program

2. The Managers for this Agreement are:

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

3. The Grant Administrative Contacts for this Agreement are:

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

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

4. RECIPIENT: Please check appropriate box below:

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

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

2. Agreement Execution

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

3. Assignment

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

4. Governing Law

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

5. State and Federal Law

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

6. Recipient Commitments

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

7. Performance and Assurances

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

8. Mutual Liability

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

9. Unenforceable Provision

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

10. Contractors/Consultants

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

11. Non-Discrimination Clause

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

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

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

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

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

15. Termination for Cause

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

16. Acceptable Failure to Perform

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

17. Breach

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

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

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

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

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

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

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

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

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

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

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

22. California State Auditor

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

23. Equipment

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

24. Closeout

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

25. Confidential and Public Records

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

26. Amendments

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

27. Grant Procedures Manual

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

28. Executive Order N-6-22 Russia Sanctions

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

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

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

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

EXHIBIT D

ADVANCE PAYMENTS

1. Requirements for payment

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

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

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

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

2. Federally insured, interest bearing account

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

3. Use of funds

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

4. Reporting and Invoicing

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

5. Repayment to the Department

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

6. Maximum payment

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

7. Unallowable advance payment requests

Advance payment is not allowable in the following circumstances:

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

8. Default

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



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



Application ID# 50177

Recipient Name: Stockton East Water District

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

Project Budget: \$5,000,000.00

Project Title: 2021 State Water Efficiency and Enhancement Program

Program Background:

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

1. Project Details

Lead Organization: Stockton East Water District

Partner Organization: San Joaquin Farm Bureau

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

Counties Served: San Joaquin

On-farm Project Selection Process: Competitive

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



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



2. Reporting

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

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

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

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

Quarterly Progress Reports will include:

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

Final Report and Project Verification

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



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



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

3. List of Attachments

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

Attachment 1: Workplan

Attachment 2: Budget Worksheet

Attachment 1: Workplan

(Workplan begins on next page)



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



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

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



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



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

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



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



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

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



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



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

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



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



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

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

Attachment 2: Budget Worksheet

(Budget Worksheet begins on next page)



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



Scope of Work

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



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



Scope of Work

Category	Name	Grant-Funded	Narrative
			in the review process of the on -farm applications.
B1. Personnel Salary and Wages, and Fringe Benefits - Administration	Gianna O'Day - Grant Manager	\$132,051.00	Gianna O'Day is an Associate Engineer for Stockton East Water District. As grant manager, she is responsible for outreach and promotion of the project, attending all trainings, completing the application process, assisting in potential on-farm project design and budget revisions, providing any additional assistance as needed to the grant beneficiaries, compiling all quarterly reports and submitting to CDFA. Additionally, the grant manager will complete the pre award process and be the main point of contact for CDFA. Gianna's hourly rate including fringe benefits is 70.54. The district estimates she will spend 1872 hours over the course of the grant term.
B1. Personnel Salary and Wages, and Fringe Benefits - Administration	Jennifer Spaletta	\$13,750.00	Jennifer is NSJWCD general counsel but also serves as primary staff for grower communications at this time (until a new general manager is hired). Her hourly pay is \$27.5/hour. She estimates she will spend



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



Scope of Work

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



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



Scope of Work

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



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



Scope of Work

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



**STOCKTON
EAST WATER
DISTRICT**

PROVIDING SERVICE SINCE 1948

www.sewd.net

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6767 East Main Street
Stockton, CA 95215

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Stockton, CA 95205

MEETING NOTICE

The Agriculture Operations Committee
Of the Stockton East Water District
Board of Directors will meet at

10:00 a.m. on Wednesday, February 21, 2024

At the District Office, 6767 East Main Street, Stockton, CA

Assistance for the Disabled: If you are disabled in any way and need accommodation to participate in the meeting, please contact
Administrative Staff at (209) 948-0333
for assistance so the necessary arrangements can be made.

Agendas and minutes are located on our website at www.sewd.net.

AGENDA

1. Roll Call - Chairperson Cortopassi, Director Atkins, Director Watkins, Director Sanguinetti (Alternate)
2. Public Comment
3. Stockton East Water District – Securing District Right-of-Way Policy Memo
 - a. Proposed Rule 176 – Securing Right-of-Way for District Interests
4. Stockton East Water District – On-Farm Recharge Policy Memo
 - a. Proposed Rule 177 – Establishing a Policy For On-Farm Recharge Of Surface Water
5. Stockton East Water District – Proposed Update to Rule 109 Memo
 - a. Proposed Rule 109 – Water Right Claims
6. Stockton East Water District – Proposed Updates to Rule 159 and Policy No. 3085 Memo
 - a. Proposed Rule 159 – Establishing a Policy to Encourage the Use of Surface Water Instead of Pumping Groundwater
 - b. Proposed Policy No. 3085 – Establishing Program and Incentives for Encouraging the Use of Surface Water
7. Adjournment

Certification of Posting

I hereby certify that on February 16, 2024 I posted a copy of the foregoing agenda in the outside display case at the District Office, 6767 East Main Street, Stockton, California, and said time being at least 72 hours in advance of the Agriculture Operations Committee Meeting (Government Code Section 54954.2). Executed at Stockton, California on February 16, 2024.



Priya Ram, Finance Director
Stockton East Water District

Any materials related to items on this agenda distributed to the Agriculture Operations Committee of the Stockton East Water District less than 72 hours before the public meeting are available for public inspection at the District's office located at the following address: 6767 East Main Street, Stockton, CA 95215. Upon request, these materials may be available in an alternative format to persons with disabilities.

Water Advisory Committee

San Joaquin Farm Bureau Federation

February 27th, 2024, 5pm SJFB Office and via Zoom

<https://us02web.zoom.us/j/85193607851?pwd=eUkyUU9lY0JlVb2ZENktnD0NKTFVhQT09>

Meeting ID: 851 9360 7851

Passcode: 022724

Meeting Agenda

1. CALL TO ORDER
2. APPROVAL OF MINUTES – January 23rd, 2024 (*Attachment 1*)
3. DISTRICT REPORTS:
 - a) East Bay Municipal Utility District (EBMUD)
 - b) North San Joaquin Water Conservation District (NSJWCD)
 - c) Central Delta
 - d) South Delta
 - e) Reclamation Districts
 - f) Woodbridge Irrigation District (WID)
 - g) Stockton East Water District (SEWD)
 - h) Oakdale Irrigation District (OID)
 - i) South San Joaquin Irrigation District (SSJID)
 - j) Banta-Carbona Irrigation District (BCID)
 - k) San Joaquin County & Delta Water Quality Coalition (SJCDWQC) (*Attachment 2*)
 - l) San Joaquin County (SJC)
 - m) Delta Caucus
 - n) CAFB
4. OLD BUSINESS:
 - a. SWEEP Block Grant
 - b. SJC Assessor's Office Meeting
5. NEW BUSINESS:
 - a. Groundwater Report Presentation
6. ANNOUNCEMENTS/OTHER BUSINESS

Next meeting: March 26, 2024

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DREAM Monitoring Committee

Date: 02/05/24

Post Office Box 5157, Stockton, CA 95205

An Alliance of Water Districts, Central San Joaquin Water Conservation District, North San Joaquin Water Conservation District, and Stockton East Water District, located over the critically overdrafted Eastern San Joaquin County Groundwater Basin

NOTICE OF MEETINGS

Notice is hereby given that a meeting of the Board of Directors of the Eastern Water Alliance will be held at 9:30 a.m. on Wednesday, February 28, 2024 at Stockton East Water District, 6767 East Main Street, Stockton, California

MEETING OF THE DREAM MONITORING COMMITTEE

	Page No.
A. Call to Order	
B. Roll Call	
C. Public Comment	
D. Action Items:	
1. Minutes 11/22/23	01
E. DREAM Pilot Project Extraction Update	05
F. Groundwater Monitoring Plan Introduction	19
G. Demonstration Recharge Extraction and Aquifer Management (DREAM)	
1. Request for DREAM Project Groundwater Extraction Extension to April 2024 Memo	37
a. Resolution 24-01- A Resolution of The Board of Directors of the Eastern Water Alliance to Recommend the Board of Supervisors Amend Resolution R-17-35 To Extend The Term of The Extraction Timeline for The Groundwater Banking Demonstration Project (Dream) Agreement To April 30, 2024	39
H. Other Business	
I. Plan for Next Meeting	
J. Adjournment	



**STOCKTON
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Priya Ram, Finance Director
Stockton East Water District

Assistance for the Disabled: If you are disabled in any way and need accommodation to participate in the meeting, please call Heather Wood, Administrative Assistant (209) 948-0333 for assistance so the necessary arrangements can be made.

Weekly Water Report	As of: Feb 20, 2024	As of: Mar 5, 2024
New Hogan (NHG) TOC	175,008*	AF
Storage:	191,822*	AF
Net Storage Change:	+6,681	AF
Inflow:	2,483*	CFS
Release:	103*	CFS
New Melones (NML) Allocation	75,000	AF
Storage:	1,972,469*	AF
Net Storage change:	-1,205	AF
Inflow:	1,781**	CFS
Release:	1,387**	CFS
Source: CDEC Daily Reports		

Goodwin Diversion (GDW)		
Inflow (Tulloch Dam):	2,451	CFS
Release to Stanislaus River (S-98):	1,521	CFS
Release to OID (JT Main):	0	CFS
Release to SSJID (SO Main):	0	CFS
Release to SEWD:	<u>0</u>	CFS
Total Release	1,521	CFS
Source: Tri-Dam Operations Daily Report		
Farmington Dam (FRM)		
Diverted to SEWD:	0	CFS
Diverted to CSJWCD:	0	CFS

Surface Water Used		
Irrigators on New Hogan:	0	
Irrigators on New Melones:	0	
Out-Of-District Irrigators:	0	
DJWWTP Production:	26	MGD
North Stockton:	8	MGD
South Stockton:	5	MGD
Cal Water:	19	MGD
City of Stockton DWSP Production:	7	MGD

District Ground Water Extraction		
74-01	0	GPM
74-02	0	GPM
North	0	GPM
South	0	GPM
Extraction Well # 1	<u>0</u>	GPM
Total Well Water Extraction	0	GPM
Total Ground Water Production	0	MGD

Note: **The data reported here is available as of 02/18/24

***The data reported here is available as of 02/19/24**

All other flow data reported here is preliminary, as of 9:00 a.m. on 02/20/24

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DWR Announces Increase to Anticipated State Water Project Allocation for 2024

California Department of Water Resources, 02/21/24

The Department of Water Resources (DWR) today announced an increase in the State Water Project (SWP) allocation forecast for 2024. The forecasted allocation is now 15 percent of requested supplies, up from the 10 percent initial allocation announced in December. This translates to about 200,000 acre-feet of additional water for the 29 public water agencies that serve 27 million Californians.

This assessment does not include the results of any of the storms that hit California earlier this month. The State Water Project will review conditions and may revise the forecasted allocation in mid-March. The February allocation forecast update takes into account snow survey measurements and data up until February 1 and spring runoff forecasts outlined in the first Bulletin 120 of the season.

While California has seen a series of winter storms the past two months, those storms have been warmer and brought historic rainfall to Southern California. Northern California, the headwaters of the State Water Project, has seen less of a benefit from these storms and precipitation for that region was below average.

The State Water Project has been able to take advantage of these storms, increasing storage at both Lake Oroville and San Luis Reservoir. Lake Oroville has increased 460,000 acre-feet and San Luis Reservoir has increased 85,000 acre-feet since January 1.

“We will continue to assess our State Water Project allocation forecast as more storms materialize in February and March.” said DWR Director Karla Nemeth. “This season is an important reminder of our extreme conditions and shift to bigger, flashier storms and the need to continue increasing the state’s ability to capture and store stormwater when it comes as rain instead of snow.”

As of today, the statewide snowpack is 86 percent of average for this date, and 69 percent of its April 1 average, which is considered the peak snowpack for the season.

State Water Project reservoirs remain above average for this time of year, as the state continues to benefit from last winter’s historic snowpack and efforts to capture and store as much water as possible. Lake Oroville, the State Water Project’s largest reservoir, is at 134 percent of average for this date.

With recent storms bringing more rain than snow, DWR continues to work with local water agencies to capture and store as much stormwater as possible. DWR is also supporting efforts statewide to capture stormwater and use it to recharge critical groundwater basins.

Each year, DWR provides the initial State Water Project allocation by December 1 based on available water storage, projected water supply, and water demands. Allocations are

updated monthly as snowpack, rainfall, and runoff information is assessed, with a final allocation typically determined in May or June.

Reclamation Announces Initial 2024 Water Supply Allocations for Central Valley Project Contractors

U.S. Bureau of Reclamation, 02/21/24

Today, the Bureau of Reclamation announced initial 2024 water supply allocations for Central Valley Project water users. Water supply allocations are based on an estimate of water available for delivery to Central Valley Project water users and reflect current reservoir storage, precipitation, and snowpack in the Sierra Nevada.

“The wet hydrologic conditions we experienced during the 2023 water year left most of our reservoirs in good shape as we progressed to the 2024 water year,” said California-Great Basin Regional Director Karl Stock. “Precipitation totals this water year started off slowly, evidenced by the fact we were well below average at the time of the Feb. 1 water supply forecast. Since that time, several storms have boosted the Sierra Nevada snowpack, bringing us to near normal conditions for Northern California. It is likely we will see the water supply benefits from these storms in the March 1 forecast update. At the same time, we must be prepared for and respond accordingly to the possible re-emergence of drier conditions.”

Status of Major Central Valley Project Reservoirs (as of Feb. 19)

Reservoir	Storage Percent of Capacity	Storage (acre-feet)	Percent of 15-Year Average
Trinity	70	1,709	116
Shasta	87	3,946	128
Folsom	62	607	120
New Melones	82	1,977	138
Millerton	63	330	110
San Luis (federal share)	93	896	137

Based on current hydrology and forecasting, Reclamation is announcing the following initial Central Valley Project water supply allocations:

North-of-Delta Contractors

Sacramento River

- Irrigation water service and repayment contractors north-of-Delta are allocated 75% of their contract total.
- Municipal and industrial water service and repayment contractors north-of-Delta are allocated 100% of their historic use.
- Sacramento River Settlement Contractors' water supply is based upon settlement of claimed senior water rights. The 2024 water year is determined as non-critical, as defined in their Settlement Contracts, which allows for 100% of their contract water supply.

American River

- M&I water service and repayment contractors north-of-Delta who are serviced by Folsom Reservoir on the American River are allocated 100% of their contract total.

In-Delta Contractors

- M&I water service and repayment contractors who are serviced directly from the Delta are allocated 100% of their contract total.

South-of-Delta Contractors

- Irrigation water service and repayment contractors south-of-Delta are allocated 15% of their contract total.
- M&I water service and repayment contractors south-of-Delta are allocated 65% of their historical use, or public health and safety needs, whichever is greater.
- San Joaquin River Settlement Contractors and San Joaquin Exchange Contractors' water supply is based upon settlement/exchange of claimed senior water rights. The 2024 water year is determined as non-critical, as defined in their contracts, which allows for 100% of their contract supply.
- In addition to this allocation, Central Valley Project contractors south-of-Delta have been approved to reschedule approximately 184,000 acre-feet of unused allocated water from 2023 for use in 2024.

Eastside Water Contractors

- Eastside water service contractors (Central San Joaquin Water Conservation District and Stockton East Water District) will receive 100% of their contract total.

Friant Division Contractors

- Friant Division contractors' water supply is delivered from Millerton Reservoir on the upper San Joaquin River via the Madera and Friant-Kern canals. The first 800,000 acre-feet of available water supply is considered Class 1; Class 2 is

considered the next amount of available water supply up to 1.4 million acre-feet. The Friant Division water supply allocation is 60% of Class 1 and 0% of Class 2.

Wildlife Refuges

- The 2024 water year is determined as non-critical, as defined in their contracts, which allows for 100% of contract supply for wildlife refuges (Level 2), both north and south-of-Delta.

In recognition of recent efforts to develop a south-of-Delta drought plan, Reclamation is reserving approximately 83,000 acre-feet of water currently in San Luis Reservoir that will contribute to a drought reserve pool and is not considered as a volume of water available for water supply allocations.

As the water year progresses, changes in hydrology, actions that impact operations, and opportunities to deliver additional water will influence future allocations. Reclamation will continue to monitor hydrology and may adjust basin-specific allocations if conditions warrant an update. Water supply updates are posted on Reclamation California-Great Basin Region's website.

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100 YEARS STRONG

F&M BANK Annual Ag BBQ

**THURSDAY
MARCH 14, 2024**

11:00 am - 2:00 pm
413 E. Lockeford Street, Lodi
Lodi Grape Festival Grounds • Ole Mettler Grape Pavilion

Join us for the barbecue and receive a special gift!



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[Click here](#) to view it in your browser.



Get Informed. Get Connected.

Taking place at the SAFE Credit Union Convention Center in Sacramento, this annual event engages water district directors, general managers, attorneys, and staff from across California with up-to-date information on critical water policy issues. The event will take place on April 10, 2024 from 1:00 p.m. to 5:00 p.m. followed by a networking reception from 5:00 p.m. to 7:00 p.m.

Topics of Discussion

- **Proposition 218**
- **Making Water Conservation a California Way of Life**

See [event page](#) for more information.

Health & Safety - ACWA and Sacramento County are committed to the health and safety of our members, guests, employees, and community. ACWA will be following state and local health & safety regulations along with industry duty of care guidelines for meeting and catering planning.

Visit Legislators - This is the perfect time to reach out to your legislators, introduce yourself and provide some basic information about your organization and the issues that are important to you.

To prepare for the opportunity, visit findyourrep.legislature.ca.gov to find the legislators who represent your service area. Use [ACWA's Outreach Handbook](#) tips on etiquette and other issues to help make your visit successful.

Sponsorship Opportunities - General sponsorship opportunities are available. Please contact Joseph Ramos at josephr@acwa.com or (916) 669-2429. **Sponsorship Deadline: April 1, 2024**

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ACWA State Legislative Committee

March 1, 2024

Online Only

Zoom Link:

<https://acwa.zoom.us/j/81552885917?pwd=BtHPjWaA0JuvD1hE6TDFNFkA3aohCF.1>

Meeting ID: 815 5288 5917

Passcode: 136454

10:00 a.m. – 12:00 p.m.

- | | |
|--|--|
| 1. Welcome | Lauren Layne, Chair
Brian Poulsen, Vice-Chair |
| 2. Executive Director’s Report | Dave Eggerton |
| 3. Deputy Executive Director Report | Cindy Tuck |
| 4. Review of Bill Packets | |
| 5. Legislative Updates | Adam Quinonez |
| 6. Regulatory Updates | Chelsea Haines |
| 7. Other Business | |
| 8. Adjourn | |

Reminder: Next State Legislative Committee Meeting on March 22nd, 2024 (In-Person Only)

*Bill packets are also available online by logging on to www.acwa.com.
To access, go to the About My ACWA tab > ACWA Committees > State Legislative > 2024 State Legislative Committee Meeting Materials (Members Only)

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ACWA DC 2024

WASHINGTON D.C. WATER CONFERENCE

FEB 27 - 29 | #ACWACONF



PRELIMINARY AGENDA

TUE., Feb. 27 – *Willard Intercontinental Hotel*

- 9:00 – 10:00 a.m. Breakfast
- 10:15 – 12:30 p.m. Federal Advocacy 101
- 12:30 – 1:30 p.m. Lunch
- 2:00 – 4:30 p.m. Afternoon Programming
- 6:00 – 8:00 p.m. ACWA Congressional Reception with the California Association of Sanitation Agencies
U.S. Botanic Gardens, 100 Maryland Ave SW, Washington, DC 20001

WED., Feb. 28 – *Willard Intercontinental Hotel and Capitol Visitor Center*

- 8:00 a.m. – 9:00 a.m. Breakfast
- 8:45 – 11:30 a.m. Morning Programming
- 11:45 a.m. – 12:45 p.m. Lunch
- 1:30 p.m. Group Picture
- 2:00 – 5:00 p.m. Congressional Speech Program

THUR., Feb. 29 – *Willard Intercontinental Hotel*

- 8:30 – 9:30 a.m. Closing Breakfast

Members are encouraged to schedule independent advocacy meetings during this time.

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2023



2024

Manteca (*Manteca, Ripon, Escalon, & Tracy Unified*) • **Thurs., November 2, 2023**

Stockton (*Stockton & Lincoln Unified*) • **Wed., January 17, 2024**

Lodi (*Linden, Lodi, New Hope, Oak View & Stockton Unified*) • **Thurs., Feb. 29, 2024**

Tracy (*Lammersville, Jefferson, Banta & New Jerusalem Unified*) • **Wed., April 10, 2024**

Trips will run approx 9-1 p.m.

San Joaquin County third graders will attend a **free**, educational field trip to learn about agriculture in San Joaquin County and the benefits of making healthy eating choices.

We are in need of

**60+ plant, animal, machinery and other agricultural displays
and 400 volunteers to accomodate 4,000 students**

BONUS** Three LIVE, virtual farm trips will be offered to students. You are welcome to view these as well. Please let me know if you'd like to host a virtual farm trip. Examples can be found [here](#).

AgVenture Partners

SJC Board of Supervisors
SJC Agricultural Commissioner's Office
SJC Office of Education • SJC Farm Bureau
SJC California Women for Agriculture
SJC Fairgrounds • Manteca Unified School District
Lodi Grape Festival Grounds
University of California Cooperative Extension

For more information

Krista McCoon
SJC AgVenture Coordinator
sjcagventure@yahoo.com
(209) 402-5734

www.sjcagventure.com



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DEPARTMENT OF WATER RESOURCES

P.O. Box 942836
Sacramento, CA 94236-0001
(916) 653-5791



February 14, 2024

Justin Hopkins
General Manager
Stockton East Water District
6767 East Main St.
Stockton CA, 95215

Award Notification for Watershed Resilience Grant Program

Dear Justin Hopkins:

Congratulations! We are pleased to inform you that the Stockton East Water District has been selected and awarded **\$2,000,000** grant funds by the Department of Water Resources (DWR) through the Watershed Resilience Grant Program. Costs incurred after February 13, 2024 will be eligible for grant reimbursement. The purpose of this grant award is to assess local climate variability and risks while developing strategies to adapt to climate change and weather whiplash. This award is conditioned upon the execution of a Grant Agreement between DWR and your agency. Please see the agreement template for your reference. Please note funding will expire on June 30, 2026; and thus all tasks and deliverables included the agreement must be completed and paid out by April of 2026.

Your timely attention is directed to the following requirements:**Within 14 calendar days of the date of this award letter:**

Award Acceptance - Please submit a letter or e-mail signed by the authorized representative (agreement signatory) confirming your agency as the Grantee to accept the grant award in the amount of \$2,000,000. This letter/e-mail should also confirm the proper billing address for your organization (where reimbursement checks will be sent).

Electronic Signatures - DWR uses DocuSign to process signatures electronically to expedite all grant-related documents requiring a signature. In order for DWR to send documents to you via DocuSign, we need your permission and consent. If you consent to the use of DocuSign, please send DWR a letter on official letterhead signed by the authorized representative, consenting to the use of DocuSign for **all transactions** related to this award (see attached sample). If you prefer **not** to use electronic signatures, DWR can send documents for original (wet) signatures via email or mail, but this can delay the process significantly, especially during situations such as the COVID-19 public health emergency.

Within 30 calendar days of the date of this award letter:

Authorizing Resolution – Please submit an authorizing resolution for this agreement within the next 30 days of this letter (see attached sample language).

Self-Certification – Please submit a completed self-certification form within the next 30 days of this letter (see attached sample language).

Draft Agreement – A draft agreement is attached to this letter. Please revise and edit the first draft of the agreement within the next 30 days for review by DWR. DWR will then work with you to finalize the agreement.

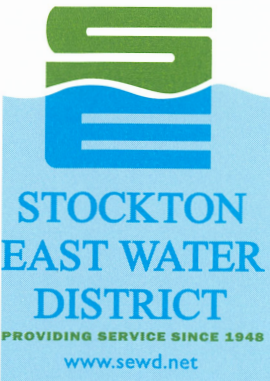
Your timely attention to these requirements is critical to execute the Grant Agreement; failure to do so may result in DWR revoking the grant award. Please submit the required information in the time periods specified to ashley.gilreath@water.ca.gov. The subject line of the email should include “<applicant name> ANL Items”. Please contact Ashley Gilreath at ashley.gilreath@water.ca.gov or (916) 326-9993 if you have questions.

Again, congratulations to you on this grant award. We look forward to working with you to build watershed resilience in your communities.

Sincerely,

Zaffar Eusuff, Ph.D., P.E.

Carmel Brown
Manager, Financial Assistance Branch
Division of Regional Assistance



February 29, 2024

Beth Hughes-Brown, Assistant Director
United States Bureau of Reclamation
1849 C Street, NW
Washington, DC 20240

Subject: Aquatic Ecosystem Restoration Grant Program Eligibility

To whom it may concern,

Stockton East Water District (District) has many projects, including the Bellota Weir Modifications Project, which would directly benefit aquatic ecosystems. However, these projects are included in the District’s *voluntary* Calaveras River Habitat Conservation Plan (HCP). Under the existing WaterSMART Aquatic Ecosystem Restoration Projects opportunity (AERP, R23AS00106), per page 21, section C.5.17. of the notice of funding opportunity document, any project under a Habitat Conservation Plan is not eligible for funding. Because of this, the District has been ineligible for funding under this program for these projects.

As the AERP Program is being renewed for Fiscal Year 2025 and 2026, the District is requesting the United States Bureau of Reclamation (USBR) consider updating the eligibility requirements to include projects that are involved in a Habitat Conservation Plan. District staff have met with USBR staff regarding the Bellota Weir Modifications Project to discuss project eligibility. Based on those discussions, the District recommends updating the AERP eligibility requirements to the following:

“Projects or elements of projects addressing specific regulatory requirements mandated by the state or Federal agency or action or court order (not including a voluntary Habitat Conservation Plan), or project components that are required to comply with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), or projects related to compensatory mitigation are not eligible for funding under this program.”

As discussed with USBR staff, the Bellota Weir Modifications Project is not state or federally mandated, nor related to the CERCLA, nor related to compensatory mitigation. The District voluntarily developed the HCP collaboratively with the National Marine Fisheries Service, California Department of Fish and Wildlife, California Department of Water Resources, and U.S. Fish and Wildlife Service. The Bellota Weir Modifications Project is included in the HCP because it will improve

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**STOCKTON
EAST WATER
DISTRICT**

PROVIDING SERVICE SINCE 1948

www.sewd.net

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6767 East Main Street
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Stockton, CA 95205

water reliability while also protecting and restoring anadromous fish habitat and passage in the Calaveras River and adjacent waterways.

The District hopes you will consider our recommendation and appreciates your support.

Respectfully,

Justin M. Hopkins

General Manager

Cc:

Avra Morgan, aomorgan@usbr.gov

Taylor Reed, taylor.reed@mail.house.gov



San Joaquin Farm Bureau Federation

*Linden and Colledgeville
Farm Centers*

Annual Dinner Meeting

Thursday, March 7th, 2024

5:30 p.m. Social

6:00 p.m. Dinner

\$20 per person

San Joaquin Farm Bureau Federation Office

*3290 North Ad Art Road,
Stockton, California 95215*

Agenda:

- Nomination of Farm Center Directors
- AGNET Rural Crimes Update
- SJFB Office Update

DINNER BY RESERVATION ONLY

*Please make your reservations no later than Monday, March 4th, 2024
by returning the slip below by mail, emailing jessica@sjfb.org or by calling (209) 931-4931*

Name: _____

Address: _____

Phone: _____ Number of Reservations: _____ Amount Enclosed: \$ _____

Please return RSVP to:

SJFB, Linden/Colledgeville Farm Center
3290 N. Ad Art Road, Stockton, CA 95215

Email: jessica@sjfb.org

Call: (209) 931-4931

Fax: (209) 931-1433

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 **VIRTUAL**
QUARTERLY
REGULATORY COMMITTEE
MEETINGS

Agriculture • Energy • Groundwater • Water Management • Water Quality

MARCH 6, 2024 | 9 AM - 5 PM

AGENDA

9:00 AM - 9:30 AM

Welcome & ACWA Updates

12:45 PM - 2:00 PM

Agriculture Committee

9:30 AM - 10:45 AM

Water Management Committee

2:15 PM - 3:30 PM

Water Quality Committee

11:00 AM - 12:15 PM

Groundwater Committee

3:45 PM - 5:00 PM

Energy Committee

REGISTER NOW TO ATTEND!

FOR MORE INFORMATION, CONTACT YOUR COMMITTEE LIAISON

Agriculture

Stephen Pang, stephenp@acwa.com

Water Management

Chelsea Haines, chelseah@acwa.com

Energy

Nick Blair, nickb@acwa.com

Water Quality

Nick Blair, nickb@acwa.com; Stephen Pang, stephenp@acwa.com

Groundwater

Soren Nelson, sorenn@acwa.com

All other ACWA Committee Meetings will be scheduled as determined by the Committee Liaison.

Welcome & ACWA Updates

9:00 – 9:30 am

Register [Here](#)

All the committee meetings will be held in the same Zoom meeting link. Once you register here you will receive a confirmation email containing information about joining the Zoom. You may join and rejoin as you like.

I. Welcome	ACWA Staff
II. ACWA Updates	ACWA Staff
a. Legislative	
b. Federal	
c. Orientation (for members of ACWA’s Agriculture, Energy, Groundwater, Water Management, and Water Quality Committees)	

Adjourn – Water Management Committee directly after, starts at 9:30 am

Other updates specific to ACWA committees will be provided at that committee meeting.

2024 ACWA Regulatory Committee Meetings:

- May 7: In-Person ([ACWA 2024 Spring Conference in Sacramento](#))
- August 28: Via Zoom (Registration required to attend)
- December 3: In-Person ([ACWA 2024 Fall Conference in Palm Desert](#))

Water Management Committee

9:30 – 10:45 am

Chair: David Pedersen Las Virgenes Municipal Water District	Vice Chair: Sean Bigley City of Roseville	Staff Liaison: Chelsea Haines
---	---	---

I. Chair’s Welcome & Introductions	Dave Pedersen, Chair Sean Bigley, Vice Chair
II. State Perspective on Water Management	TBD
III. 2024-’25 Committee Work Plan	Committee Discussion
IV. Subcommittee and Working Group Reports	
a. Water Use Efficiency Subcommittee	Chelsea Haines, ACWA
b. Bay- Delta Plan Update	Adam Robin, Yuba Water Agency
c. SAFER Update	Soren Nelson, ACWA

Adjourn – 15 minute break, Groundwater Committee starts at 11:00 am

Groundwater Committee

11:00 am – 12:15 pm

<p>Chair: John Woodling Elk Grove Water District</p>	<p>Vice Chair: Brian Lockwood Pajaro Valley Water Management Agency</p>	<p>Staff Liaison: Soren Nelson</p>
---	--	---

I. Chair’s Welcome & Introductions	John Woodling, Chair Brian Lockwood, Vice Chair
II. 2024-’25 Committee Work Plan	John Woodling, Chair
III. State Water Board Update	SWRCB Staff
IV. Department of Water Resources Update	DWR Staff
V. Subcommittee and Working Group Reports	
a. Groundwater Quality	Adam Hutchinson, Orange County Water District
b. SGMA Implementation	Trevor Joseph, Regional Water Authority
VI. ACWA Advocacy Updates	Soren Nelson, ACWA

Adjourn – 30 minute Lunch Break, Agriculture Committee starts at 12:45 pm

Agriculture Committee Meeting

12:45 – 2:00 pm

Chair: Anjanette Shadley, Western Canal Water District	Vice Chair: William Bourdeau, Westlands Water District	Staff Liaison: Stephen Pang
--	--	---------------------------------------

I. Chair’s Welcome & Introductions	Anjanette Shadley, Chair William Bourdeau, Vice Chair
II. ACWA Updates a. Regulatory Updates	Stephen Pang, ACWA
III. Northern California Agriculture	Eliza Jane Whitman, Woodard & Curran
IV. State Budget and Agriculture Impacts	Alexandra Biering, California Farm Bureau Federation
V. CropSWAP Program	Justin Haessly, Rancho California Water District
VI. 2024-’25 Committee Work Plan	Anjanette Shadley, Chair

Adjourn – 15 minute break, Water Quality Committee starts at 2:15 pm

Water Quality Committee Meeting

2:15 – 3:30 PM

<p>Chair: Edgar Dymally Metropolitan Water District of Southern California</p>	<p>Vice Chair: Katie Duncan Friant Water Authority</p>	<p>Staff Liaison: Nick Blair Stephen Pang</p>
---	---	--

<p>I. Chair’s Welcome & Introductions</p>	<p>Edgar Dymally, Chair Katie Duncan, Vice Chair</p>
<p>II. Office of Environmental Health Hazard Assessment Update on 2024 PHGs</p>	<p>Dr. Dave Edwards, Office of Environmental Health Hazard Assessment</p>
<p>III. State Water Board Update on Microplastics</p>	<p>Dr. Helene Baribeau, State Water Board</p>
<p>IV. Drinking Water Subcommittee and Working Group Reports</p> <p style="margin-left: 20px;">a. PFAS</p>	<p>Patrick Versluis, Orange County Water District</p>
<p>V. Clean Water Act Subcommittee and Working Group Reports</p> <p style="margin-left: 20px;">a. Southern California Steelhead Alternative Status Review</p> <p style="margin-left: 20px;">b. Regulatory Streamlining and Water Data Coordination</p>	<p>Jeremy Jungreis, Rutan & Tucker, LLP</p> <p>Hannah Ake, California Water Data Consortium</p>
<p>VI. Staff Updates</p> <p style="margin-left: 20px;">a. Advocacy Updates</p> <p style="margin-left: 20px;">b. 2024-’25 Committee Work Plan</p>	<p>Nick Blair, ACWA</p> <p>Stephen Pang, ACWA</p>

Adjourn – 15 minute break, Energy Committee starts at 3:45 pm

Energy Committee Meeting
 3:45 – 5:00 PM

Chair: Gary Arant Valley Center Municipal Water District	Vice Chair: Leslie Bryan Redding Electric Utility	Staff Liaison: Nick Blair
--	---	-------------------------------------

I. Chair’s Welcome & Introductions	Gary Arant, Chair Leslie Bryan, Vice Chair
II. CARB Advanced Clean Fleets Implementation and AB 1594 Update	Craig Duehring, California Air Resources Board
III. Preferred Provider Energy Market Update	Phil Villagomez, Terra Verde Energy
IV. Staff Updates a. Advocacy Updates b. 2024-’25 Committee Work Plan	Nick Blair, ACWA

Adjourn – End of Quarterly Committee Forum

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STOCKTON EAST WATER DISTRICTS PRESENTS



POT O'LUCK PARTY

THIS MIGHT BE YOUR LUCKY DAY!

*PLEASE BRING A SIDE DISH TO SHARE!

FRIDAY, MARCH 8TH @ NOON

ADMIN BOARDROOM

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