

DRAFT Cooperative Agreement for Implementation of California Statewide Groundwater Elevation Monitoring Program

This agreement ("Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Sonoma Water") and **County of Sonoma through its Permit and Resource Management Department** ("Permit Sonoma"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 7.1 (Term of Agreement).

RECITALS

- A. The California Statewide Groundwater Elevation Monitoring Program (CASGEM Program) was created when the California Legislature passed SBx76 as part of the 2009 Comprehensive Water Package. The bill requires groundwater elevation monitoring for every basin and subbasin listed in the California Department of Water Resources' (DWR) Bulletin No. 118 to demonstrate seasonal and long-term trends.
- B. A Monitoring Entity is a designated entity that conducts or coordinates the monitoring of groundwater elevations for a basin or subbasin. If no Monitoring Entity steps forward to undertake the elevation monitoring in a groundwater basin or subbasin, DWR must assume monitoring responsibilities and local eligible Monitoring Entities and the County of Sonoma become ineligible for State water grants and loans.
- C. Sonoma Water and Permit Sonoma notified DWR of their intent to assume the responsibilities as Monitoring Entities for 13 of the 14 groundwater basins and subbasins in Sonoma County.
- D. Sonoma Water was the lead Monitoring Entity for the Kenwood Valley Groundwater Basin and the Sonoma Valley Groundwater Subbasin where Sonoma Water served as the lead agency for the Sonoma Valley Groundwater Management Program, which encompasses these two basins.
- E. Permit Sonoma was the lead Monitoring Entity for the Annapolis Ohlson Ranch Formation Highlands Groundwater Basin, Bodega Bay Area Groundwater Basin, Fort Ross Terrace Deposits Groundwater Basin, Knights Valley Groundwater Basin, the Wilson Grove Formation Highlands Groundwater Basin, Alexander Area Groundwater Subbasin, Cloverdale Area Groundwater Subbasin, Healdsburg Area Groundwater Subbasin, Lower Russian Groundwater Basin, Rincon Valley Groundwater Subbasin, and Santa Rosa Plain Groundwater Subbasin.
- F. The Kenwood Valley Groundwater Basin, Sonoma Valley Groundwater Subbasin, and Santa Rosa Plain Groundwater Subbasin are now monitored by the Sonoma Valley and Santa Rosa Plain Groundwater Sustainability Agencies and are no longer in the CASGEM Program.
- G. Sonoma Water and Permit Sonoma first entered into an agreement in 2011 to develop monitoring plans, conduct outreach and perform initial monitoring required by the CASGEM Program.

- H. Under this Agreement, Permit Sonoma will provide partial funding to Sonoma Water to continue implementing the CASGEM Program for two fiscal years on behalf of Permit Sonoma for five of the groundwater basins and subbasins for which Permit Sonoma is the Monitoring Entity. These include Annapolis Ohlson Ranch Formation Highlands Groundwater Basin, Bodega Bay Area Groundwater Basin, Fort Ross Terrace Deposits Groundwater Basin, Knights Valley Groundwater Basin, and the Wilson Grove Formation Highlands Groundwater Basin.
- I. In addition, Sonoma Water will use its own funds to implement the CASGEM Program on behalf of Permit Sonoma for the remaining five other groundwater basins and subbasins for which the Permit Sonoma is the Monitoring Entity. These include Alexander Area Groundwater Subbasin, Cloverdale Area Groundwater Subbasin, Healdsburg Area Groundwater Subbasin, Lower Russian Groundwater Basin, and Rincon Valley Groundwater Subbasin.
- J. Sonoma Water and Permit Sonoma do mutually desire to cooperate in the financing and implementation of the CASGEM Program.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

Permit Sonoma and Sonoma Water agree as follows:

1. RECITALS

- 1.1. The above recitals are true and correct and are incorporated herein.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
- a. Exhibit A: Scope of Work.
 - b. Exhibit B: Location Map.

3. COORDINATION

- 3.1. Permit Sonoma shall coordinate the work with Sonoma Water's Project Manager. Contact information:

Sonoma Water	Permit Sonoma
Project Manager: Mitchell Buttress 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 707-524-3795 Email: mitchell.buttress@scwa.ca.gov	Contact: Robert Pennington 2550 Ventura Avenue Santa Rosa, California 95403 Phone: 707-565-1352 Email: robert.pennington@sonoma-county.org
Remit payments to:	Remit invoices to:

Sonoma Water	Permit Sonoma
Anika McLea Same address as above	Same address as above

4. FUNDING

- 4.1. The total amount payable under this Agreement by Permit Sonoma to Sonoma Water shall not exceed \$40,000 as follows:
 - a. FY 2024/2025, \$22,500.
 - b. FY 2025/2026, \$17,500.
- 4.2. Sonoma Water's contributing funds shall be as follows:
 - a. FY 2024/2025, \$20,000.
 - b. FY 2025/2026, \$20,000.

5. SONOMA WATER'S RESPONSIBILITIES

- 5.1. Sonoma Water will complete the following at its cost and expense, except to the extent of Permit Sonoma funding provided for in Articles 6 and 7 below.
 - a. Scope of Work: Sonoma Water will perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A.
 - b. Records: Sonoma Water will maintain complete and accurate records of all transactions in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records will be available to Permit Sonoma at all reasonable times for inspection and analysis.
 - c. Invoices: Sonoma Water will invoice Permit Sonoma for costs authorized under this Agreement. Sonoma Water will invoice Permit Sonoma annually in arrears for costs authorized under this Agreement.

6. PERMIT SONOMA'S RESPONSIBILITIES

- 6.1. Funding: Subject to the terms of Paragraph 7.2, Permit Sonoma shall partially fund the costs and expenses of Permit Sonoma's portion of the CASGEM program, as described in Paragraph 4.1.
- 6.2. Payment: Upon execution of this Agreement and receipt of annual invoices thereof, Permit Sonoma shall deposit with Sonoma Water, Permit Sonoma will prepare a journal voucher transfer for each payment to Sonoma Water.
- 6.3. Data and Information: Permit Sonoma will provide Sonoma Water with existing data and information relevant to Sonoma Water's performance of the Scope of Work, including Geographic Information System files of land use data, well permitting data, and any data in Permit Sonoma's possession related to water

wells and groundwater use within the groundwater basins and subbasins identified in Exhibit B (Location Map).

7. ADDITIONAL REQUIREMENTS

7.1. Term of Agreement:

- a. The term of this Agreement shall be from July 1, 2024 ("Effective Date") to June 30, 2026, unless terminated earlier pursuant to the provisions of Paragraph 7.4.
- b. Sonoma County Water Agency's General Manager and County of Sonoma through its Permit and Resource Management Department's Director shall have the ability to extend the term of this Agreement for up to two additional years by providing written notice to the other party thirty days in advance of the expiration date noted in this Article. The extension shall be formalized in an amended agreement or amendment signed by Sonoma Water and Permit Sonoma.

7.2. Excess Costs: If Permit Sonoma's portion of the CASGEM Program as outlined in Paragraph 4.1 exceeds the total amount authorized under this Agreement, Sonoma Water will request additional funding from Permit Sonoma. In such event, Sonoma Water will submit a revised program cost estimate to Permit Sonoma with a written request, including reasons for cost overruns. Permit Sonoma agrees to respond to such requests in a timely manner and that such requests will not be unreasonably denied.

7.3. Authority to Amend Agreement: Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma Water's General Manager and Permit Sonoma's Department Head in a form approved by County Counsel.

7.4. Authority to Terminate Agreement: Any party may terminate its participation in this Agreement by giving thirty (30) calendar days advance written notice to all other parties of its intent to terminate its participation in this Agreement. Termination shall not relieve the Terminating Party of its obligation to pay costs and expenses related to the Program or otherwise allocated prior to the effective date of the termination. Sonoma Water's right to terminate may be exercised by Sonoma Water's General Manager. Permit Sonoma's right to terminate may be exercised by Permit Sonoma's Department Head.

7.5. Refund of Remaining Funds: If the cost accounting statement submitted under Paragraph 5.1.c of this Agreement demonstrates that CASGEM Program costs are less than the amounts paid to Sonoma Water, Sonoma Water will refund the difference to Permit Sonoma within 30 calendar days of submitting said statement to Permit Sonoma.

- 7.6. No Waiver of Breach: The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 7.7. Construction:
- a. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
 - b. Permit Sonoma and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Permit Sonoma and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 7.8. No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 7.9. Applicable Law and Forum: This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- 7.10. Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 7.11. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 7.12. Survival of Terms: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

- 7.13. Time of Essence: Time is and shall be of the essence of this Agreement and every provision hereof.
- 7.14. Counterpart; Electronic Signatures: The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

8. **MUTUAL INDEMNIFICATION**

- 8.1. Each party to this Agreement (the "Indemnifying Party") agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the "Indemnified Party"), and the Indemnified Party's supervisors, officers, agents, and employees, from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party's breach of any material term of this Agreement, or Indemnifying Party's negligence or willful misconduct in connection with the performance of this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party's breach of any material term of this Agreement, or Indemnified Party's negligence or willful misconduct in connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party's expense, subject to the Indemnifying Party's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 23/24-052

By: _____
Sonoma County Water Agency
Division Manager - Administrative
Services

Approved as to form:

Approved as to form:

By: _____
Cory O'Donnell, Sonoma Water Deputy
County Counsel

By: _____
Permit Sonoma Deputy County Counsel

Sonoma County Water Agency

**County of Sonoma through its Permit and
Resource Management Department**

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
April 22, 2025

By: _____
Name: _____
Title: _____

Authorized per County of Sonoma's Board of
Supervisors Action on April 22, 2025

Date: _____

Date: _____

Exhibit A

Scope of Work

1. **BACKGROUND**

- 1.1. Sonoma Water will coordinate the data collection and reporting of groundwater-level data for the following 10 groundwater basins and subbasins for which Permit Sonoma is the Monitoring Entity:
- Annapolis Ohlson Ranch Formation Highlands Groundwater Basin.
 - Bodega Bay Area Groundwater Basin.
 - Fort Ross Terrace Deposits Groundwater Basin.
 - Knights Valley Groundwater Basin.
 - Wilson Grove Formation Highlands Groundwater Basin.
 - Alexander Area Groundwater Subbasin.
 - Cloverdale Area Groundwater Subbasin.
 - Healdsburg Area Groundwater Subbasin.
 - Lower Russian River Groundwater Basin.
 - Rincon Valley Groundwater Subbasin.

2. **TASKS**

- 2.1. Task 1: Collect, Compile, and Submit Data (Fall 2024 through Spring 2026)
- Collection groundwater-level data for CASGEM Program on a semiannual basis and submit through DWR's online submittal system by January 1 and July 1 of each year.
 - Review groundwater-level data collected for the CASGEM Program for quality control purposes. Compile and store data in a data management program, and maintain data in a standardized format to batch upload to the DWR online submittal system.
 - Upload the groundwater-level data prior to January 1 (for fall data) and July 1 (for spring data) of each year.

Deliverable	Due Date
Submit data collected in fall 2024 to DWR	January 1, 2025
Submit data collected in spring 2025 to DWR	July 1, 2025
Submit data collected in fall 2025 to DWR	January 1, 2026
Submit data collected in spring 2026 to DWR	July 1, 2026

- 2.2. Task 2: Outreach
- For basins and subbasins where data gaps have been identified that appear to merit active groundwater monitoring:

- i. Conduct outreach activities to expand groundwater-level monitoring in such areas.
- ii. Coordinate with non-governmental organizations (e.g., Resource Conservation Districts) and other local entities to assist in conducting outreach to well owners in such areas.
- iii. Utilize existing outreach materials and training information developed for the CASGEM Program for outreach efforts.

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Exhibit B

Location Map

