



# EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY

## Board Members:

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Robert Rickman - Chair

Stockton East Water  
District  
Mel Panizza - Vice Chair

California Water Service  
Company  
Anthony Carrasco

Central Delta Water  
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Jason Colombini

Oakdale Irrigation District  
Eric Thorburn

South Delta Water Agency  
John Herrick

South San Joaquin  
Irrigation District  
Robert Holmes

Woodbridge Irrigation  
District  
Keith Bussman

## **Board of Directors**

### **AGENDA**

Wednesday, September 11, 2024

10:30 a.m. – 12:00 p.m.

San Joaquin Council of Governments

555 E. Weber Avenue

Stockton, CA 95202

- I. Call to Order/Pledge of Allegiance & Safety Announcement/Roll Call**
- II. Scheduled Items -**
  - A. Discussion / Action Items:
    1. Approval of the August 14th, 2024, Meeting Minutes - [Page 3](#)
    2. Presentation from River Partners: Mokelumne Integrated Conjunctive Use Project (MICUP)
    3. Adoption of the Domestic Well Mitigation Program - [Page 5](#)
    4. Approval of a Response to the San Joaquin Civil Grand Jury - [Page 13](#)
    5. Approval of a Resolution Expanding the 2022 GSP Project List and Directing Staff to Include the Projects in the 2025 GSP Update - [Page 14](#)
    6. Approval of an Amendment to Extend Staff Services with SSJID - [Page 16](#)
    7. Direct Staff to Release an RFQ for On-call Technical Services - [Page 18](#)
    8. September 25<sup>th</sup>, GSA Open House and Presentation of 2025 GSP Update Public Review Draft
- III. Staff/DWR Reports**
  - A. Staff Reports
  - B. DWR Report
- IV. Directors' Comments and Project Status Reports**
- V. Public Comment (items not on the agenda)**
- VI. Future Agenda Items**
- VII. Adjournment**

# EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY

## Board of Directors Meeting

### AGENDA

*(Continued)*

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#### **Next Regular Meeting**

Wednesday, December 11th, 2024

10:30 a.m. – 12:00 p.m.

San Joaquin Council of Governments

555 E. Weber Avenue

Stockton, CA 95202

#### **Action may be taken on any item**

*Agendas and Minutes may also be found at <http://www.ESJGroundwater.org>*

*Note: If you need disability-related modification or accommodation in order to participate in this meeting, please contact San Joaquin County Public Works Water Resources Staff at (209) 468-3089 at least 48 hours prior to the start of the meeting.*

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**EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY**  
**Special Board Meeting**  
**August 14<sup>th</sup>, 2024**

**I. CALL TO ORDER/PLEDGE OF ALLEGIANCE & SAFETY ANNOUNCEMENT/ROLL CALL**

The Eastern San Joaquin Groundwater Authority (GWA) Board Meeting convened at the Robert J. Cabral Agricultural Center in Stockton CA (2101 E. Earhart Avenue, Stockton CA). At approximately 10:30 a.m., the meeting was called to order by Chairman Robert Rickman.

In attendance were Directors and Alternates: Keith Bussman, Jason Colombini, Mike Henry, Robert Holmes, Dan Wright, Alan Nakanishi, Melvin Panizza, Eric Thorburn, Christy McKinnon, David Breitenbucher, Secretary Fritz Buchman and Chairman Robert Rickman.

**II. SCHEDULED ITEMS**

**A. Discussion/Action Items**

**1. Approval of the June 12<sup>th</sup>, 2024, Meeting Minutes**

**Motion:** Robert Holmes

**Second:** David Breitenbucher

All in favor.

**2. Adoption of the 2024-2025 Budget for Fund 21452 – DWR SGMA Implementation Grant Fund**  
Motion approved with the correction of “North San Joaquin Water & Power Authority” to “North San Joaquin Water Conservation District”.

**Motion:** Jason Colombini

**Second:** Mel Panizza

All in favor.

**3. Update from Stantec on Communications and Engagement Plan Development**

Brandon Nakagawa encouraged the Board to complete the survey sent out by Stantec. The survey will be open till the end of the month, August 31<sup>st</sup>. After the survey, Stantec will process the survey, and we will be able to post the results.

**4. Presentation from Woodard & Curran – Groundwater Demand Management**

Katie Cole and Leslie Dumas presented the material on the presentation found on the ESJGWA website. Brandon Nakagawa shared that the 2030 update is due at the end of January 2025. Motion to accept the presentation, to consult with DWR if they'll accept the threshold, and Woodard & Curran to adjust.

**Motion:** Dan Wright

**Second:** Mel Panizza

**Opposed:** Eric Thorburn

**In favor:** Alan Nakanishi, David Breitenbucher, Mike Henry, Jason Colombini, Robert Holmes,

Keith Bussman, Robert Rickman and Christy McKinnon

**5. Staff Updates**

- a. Staffing Transition – Fritz Buchman shared that Bob Granberg will be assisting with GWA tasks due to other work efforts Ashley is overseeing in Water Resources.
- b. Fall Groundwater Monitoring – No update due to meeting time constraints
- c. Westgate Landing Monitoring Well Drilling – No update due to lack meeting time constrains
- d. ARPA Funded Activities – No update due to lack meeting time constrains

**6. DWR Update**

Chelsea from DWR shared upcoming dates on the attachment.

**III. STAFF/DWR Report**

**A. Staff Report –**

**B. DWR Report – attached to agenda**

**IV. DIRECTORS COMMENTS**

Robert Holmes thanks the Project Management Committee for a job well done and encouraged them to stay together to keep direction of the GWA moving forward. Fritz Buchman shared the Grand Jury report responses were accepted with one follow up recommendation for the GWA to adopt a Communication and Engagement (C&E) Plan. During the September board meeting there will be a recommendation for the GWA to accept a response to the Grand Jury regarding a C&E Plan. Brandon shared a poll will be sent to Board Members regarding rescheduling the date of the September meeting due to Chairman Rickman’s schedule.

**V. PUBLIC COMMENTS**

None

**VI. FUTURE AGENDA ITEMS**

None

**VII. ADJOURNMENT at 12:07pm**



Meeting Date: September 11, 2024

**TO:** Board of Directors  
**FROM:** Brandon Nakagawa, Interim Staff to the ESJGWA  
**SUBJECT:** Adoption of a Resolution Approving the Program for Domestic Well Mitigation  
**Date:** September 11, 2024

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### Recommendation

Staff recommends that the Board of Directors adopt a resolution approving the Program for Domestic Well Mitigation. On August 14, 2024, the Steering Committee unanimously recommended that the Board of Directors adopt the draft Program for Domestic Well Mitigation.

### Reasons for Recommendation

The ESJGWA made significant revisions to the 2020 Eastern San Joaquin Groundwater Sustainability Plan (GSP) to address the Department of Water Resources (DWR) initial incomplete determination. One of the items of particular concern to DWR was allowing for declines in groundwater levels ahead of reaching sustainability by 2040 (i.e. during droughts prior to the implementation of projects and management actions). Other critically over drafted basins received similar comments from DWR and are also pursuing development of a well mitigation policy or program with varying degrees of success.

In 2022, the ESJGWA sent Technical Memorandum 2 to Paul Gosselin, DWR SGMA Chief, to specifically address domestic wells as referenced in DWR's inadequate determination comment letter. The following excerpt from Technical Memorandum 2 spells out the ESJGWA obligation to consider a well mitigation policy.

“The GSAs recognize that domestic wells may be impacted by declining groundwater levels, as well as other factors, including but not limited to, end of useful life. The GSAs intentionally set the minimum thresholds in the GSP to avoid domestic well failures due to declining groundwater levels. However, the GSAs recognize the need for a back-up process to mitigate the impact of GSP management on domestic well failures, if necessary. As part of the five-year update to the GSP, the GSAs, through the GWA, will identify additional management actions that can be implemented to address this situation, including considering development of a domestic well mitigation policy and program (“DWMP”).”

The Draft Domestic Well Mitigation Program is meant to address domestic wells going dry or facing water quality degradation directly related to groundwater overdraft caused by over pumping after 2015, the year SGMA became enforceable law. In summary, the proposed Program is a claims process filed by a domestic well owner to the ESJGWA for the cost of re-drilling a domestic well. The claim would be investigated by a select committee and if determined that the well failure was caused by

groundwater overdraft, a claim could be approved and processed for reimbursement of drilling costs to the claimant. The process resembles the claims process outlined in State law.

Several GSA including North San Joaquin Water Conservation District, Stockton East Water District, and the South San Joaquin GSA, developed an early draft of a well mitigation program concept. Formed through discussions with the ESJGWA Steering Committee and Board of Directors a draft Well Mitigation Program was drafted and circulated. On April 10, 2024, the Steering Committee directed staff to solicit public comment on the Draft Program. The draft Program was sent for comment to all ESJGWA stakeholders currently in the email database and was the main topic of discussion for Stakeholder Workshop #1 held on June 26, 2024. Additional public comments may be received through the public comment process afforded by Board of Directors at meetings.

### **Fiscal Impact**

The Program would be funded by the Well Mitigation Fund totaling \$200,000 which was established by the ESJGWA Board of Directors in June 2024. Currently, the fund was approved for \$100,000 in the current fiscal year budget with the intent of funding the remaining \$100,000 in next fiscal year's budget.

### **Attachment**

Draft Resolution and Domestic Well Mitigation Program – Dated August 8, 2024

**BEFORE THE BOARD OF DIRECTORS OF  
THE EASTERN SAN JOAQUIN  
GROUNDWATER AUTHORITY**

**RESOLUTION R-24-**

**ADOPTING PROGRAM FOR DRY DOMESTIC WELL MITIGATION**

WHEREAS, the Eastern San Joaquin Groundwater Authority (“Authority”) is a Joint Powers Authority created by the 16 Groundwater Sustainability Agencies (“GSAs”) overlying the Eastern San Joaquin Subbasin to coordinate the Groundwater Sustainability Plan (“GSP”) and activities thereunder as required by the Sustainable Groundwater Management Act (“SGMA”).

WHEREAS, SGMA encourages GSAs to include in their GSP implementation measures that provide mitigation for undesirable results of overdraft, including the failure of domestic water supply wells due to overdraft pumping occurring after January 1, 2015;

WHEREAS, the GSA’s in the Eastern San Joaquin Subbasin have not experienced significant dry well reports as reported by the State of California Dry Well Reporting System or as reported by individuals within the GSAs;

WHEREAS, nevertheless the GSA’s desire to establish a single program, to be operated through the Authority, that can be used to provide emergency, interim and long-term mitigation assistance for owners and other persons who experience a failure of a domestic water supply well due to overdraft pumping within the subbasin;

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

1. The attached Eastern San Joaquin Subbasin Program for Domestic Well Mitigation is hereby adopted and approved. The Program establishes the rules and procedures to be used by the Authority and its members to address mitigation for failure of domestic water supply wells caused by groundwater overdraft occurring after January 1, 2015.
2. The Program shall be implemented by the Authority and coordinated through the designated Authority Secretary.
3. The DRY WELL MITIGATION FUND (FUND) is hereby created with a funding target in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00). Initial funding shall be raised from GSA Member dues as part of the Authority’s annual budget and apportioned to Member GSAs using the Authority’s annual budget allocation formula.
4. Program activities and funding needs shall be reviewed annually and updated as needed with the understanding that this is an evolving situation and there is a need to establish an initial Program and then adjust as the GSA Members learn more about the needs of the community.

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_ 2024, by the following vote of the Board of Directors of the Eastern San Joaquin Groundwater Authority, to wit:

AYES:

NOES:

ABSTAIN:

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Robert Rickman  
Chairman, Board of Directors  
Eastern San Joaquin Groundwater  
Authority

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ATTEST: Fritz Buchman, C.E., P.E., CFM  
Secretary, Board of Directors  
Eastern San Joaquin Groundwater  
Authority

DRAFT



**Eastern San Joaquin Subbasin Program for Domestic Well Mitigation**

*(draft 08/08/24, approved by the ESJGWA on \_\_\_\_\_)*

1. **PURPOSE AND APPLICABILITY LIMITS:** This Program provides emergency, interim and financial mitigation for domestic water supply wells that have been determined to have failed due to groundwater overdraft conditions occurring since January 1, 2015.
  
2. **DRY WELL MITIGATION FUND:** The Authority shall establish a DRY WELL MITIGATION FUND (FUND) with a funding target in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00).
  - 2.01 Initial funding shall be raised from GSA Member dues as part of the Authority’s annual budget and apportioned to Member GSAs using the Authority’s annual budget allocation formula.
  
  - 2.02 By action of the Authority Bord of Directors, the Fund may be replenished by utilizing reserves or additional Member dues as part of the Authority’s annual budgeting process or as a budget amendment.
  
  - 2.03 Should the Fund fall below ONE-HUNDRED THOUSAND DOLLARS (\$100,000.00), GSA Members will meet and confer in good faith to determine the appropriate funding mechanism, replenishment amount, and GSA Member allocation methodology prior to Fund replenishment.
  
3. **PUBLIC OUTREACH AND CLAIMS ASSISTANCE:** Authority and GSA Members shall assign staff or representatives (collectively herein referred to as “staff”) to engage in public outreach to give notice to domestic well owners and residents of their right to request assistance under this Program, and how to apply for assistance.
  - 3.01 **Outreach:** Staff will perform outreach to populations likely to require assistance under this Program and create fliers, social media posts and website links to publicize this Program. The above fliers shall be posted at appropriate locations such as County Environmental Health Departments, GSA offices, Farm Bureau locations, community organizations and City and County Public Works and Utility Offices. The Authority may also contract with non-governmental organizations to assist with outreach.
  
  - 3.02 **Development of an Application for Assistance:** Staff will develop a simple application from for residents applying for assistance under this Program. Pertinent information submitted with the application form may include contact information, location of the well, age of the well, well construction information such as total depth of the well, screen intervals, annular seal depth, and date the well first failed to produce water or meet water quality standards. Applicants will be strongly urged to provide evidence such as official lab results, declarations from a licensed well driller identifying the cause of the well failure (if available), and all other evidence in

applicant's possession that the failure was caused by overdraft pumping (i.e. depth to water measurements, nearby wells, etc.).

**3.03 Filing Applications for Assistance:** Staff will assist residents with filing the request for assistance called for in this Program. The Authority may also contract with non-governmental organizations to assist residents with filing claims.

#### 4. **CLAIMS PROCESS:**

**4.01 Limitations Period:** All claims brought under this Program must have accrued after January 1, 2015. Claims brought that accrued between January 1, 2015 and the adoption of this policy shall be brought within six months of the adoption of this policy. The limitations period for claims brought after the adoption of this policy shall be the limitations process and period provided by the California Government Tort Claims Act (Government Code Section 810 and following).

**4.02 Technical Review Committee:** A Technical Review Committee will be formed to review each application under this Policy. The Technical Review Committee shall consist of the following members:

4.02.1 The District Engineer for the GSA where the well is located.

4.02.2 A licensed hydrologist hired by the Authority on an eligibility list pre-approved by the ESJGWA Steering Committee.

4.02.3 A registered Environmental Health Specialist from the County Environmental Health Department in which the well is located.

4.02.4 The well owner, agent (i.e. well driller, independent consultant, attorney, or designated representative), or environmental justice advocate selected from a list compiled by the ESJGWA Steering Committee.

4.02.5 A technical representative designated by a Member GSA that is not the GSA for the area in where the well is located. The Steering Committee will vet and compile a list of names of eligible technical representatives from Member GSAs and assign a person from this list to serve on the Technical Review Committee on a rotating basis.

5. **Interim Remedies:** The Authority will work with county Office of Emergency Services where the well is located, other non-governmental agencies, or directly with vendors to ensure the applicant is provided an interim water supply to all applicants with a reasonable facial complaint for damages. An interim water supply consists of bottled water intended to meet drinking water and cooking needs while the claim is reviewed and processed. If the claim is approved, the Authority will ensure that an interim water supply will continue until the selected mitigation is complete.

6. **Claims Subject to Mitigation:** The following claims are eligible for mitigation assistance under this Program:

**6.01** Well Failures caused by declining water levels that were caused by overdraft pumping that occurred after January 1, 2015.

**6.02** Well Failures due to water quality problems caused by overdraft pumping that occurred after January 1, 2015. Water quality problems means well water that exceeds State or Federal maximum contaminant levels. Water quality problems that are not the result of overdraft pumping shall not be subject to mitigation under this Program. Eligibility for an alternative water supply such as bottled water may be available through CV-Salts.

**6.03** Well failure due to subsidence caused by overdraft pumping that occurred after January 1, 2015.

7. **Claim Administration:**

**7.01 Notice of Claim:** Claims must be submitted in the form of a completed application to:

Eastern San Joaquin Groundwater Authority  
Director of Public Works, San Joaquin County  
PO BOX 1810  
Stockton, CA 95201

Or in-person:  
Eastern San Joaquin Groundwater Authority  
Director of Public Works, San Joaquin County  
1810 E. Hazelton Avenue  
Stockton, CA 95201

**7.02** The Secretary of the Authority is authorized to summarily reject any claim if and only if, the well failure can be remedied by replacing failed electrical or mechanical pump components without needing to re-drill the well.

**7.03** The Technical Review Committee shall have authority to conduct its own investigation of the evidence including contracting with hydrogeologists and well drillers, researching county well records and requesting records from the applicant.

**7.04** The Technical Review Committee will draft a written technical memorandum recommending how, whether and to what extent to mitigate a claim, if any, within 15 days of receipt of the application together with any additional information requested by the Technical Review Committee.

**7.05** The Technical Committee will forward its Technical Memorandum and Recommendation for funding/mitigation to the GWA Steering Committee. The

GWA Steering Committee will issue a final written decision on the Claim within 40 days of receipt of the Technical Review Committee's memorandum. The written decision will be provided to the Claimant via mail at the address located in the Application on the date it is issued.

- 7.06** The GWA Steering Committee may decide to provide complete or partial mitigation for a particular Claim based on the Committee's determination of the percentage of responsibility for the well failure related to groundwater pumping as opposed to other contributing factors, such as the age or construction of the well.
- 7.07** A Claimant may appeal a decision of the GWA Steering Committee by submitting a written appeal to the GWA Board Chair within 30 days of the mailing date of the GWA Steering Committee Decision. The appeal shall contain a copy of the original application, the Technical Memorandum and the Steering Committee Decision and state the basis for the appeal.
- 7.08** The GWA Board Chair shall agendize the appeal for the next quarterly GWA Board Meeting that is at least 15 days after receipt of the appeal and provide written notice and the agenda to the appellant.
- 7.09** The GWA Board of Directors shall act on the appeal and issue a written decision. The decision of the GWA Board of Directors shall be final.



# EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY

## Board Members:

San Joaquin County  
Robert Rickman - Chair

Stockton East Water  
District  
Mel Panizza - Vice Chair

California Water Service  
Company  
Anthony Carrasco

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Woodbridge Irrigation  
District  
Keith Bussman

September 11, 2024

Honorable Michael D. Coughlan, Presiding Judge  
San Joaquin Superior Court  
180 E. Weber Avenue, Suite 1306J  
Stockton, CA 95202

Dear Judge Coughlan:

Pursuant to Section 933.05 of the California Penal Code, attached please find the Eastern San Joaquin Groundwater Authority Board of Directors' response to the 2023-2024 Civil Grand Jury Report regarding the 2022-2023 Civil Grand Jury Report: The Eastern San Joaquin Groundwater Authority: A Rubik's Cube of Water Management (Case #0622).

**2023-2024 Civil Grand Jury Recommendation R1.0:** By November 1, 2024, the Eastern San Joaquin Groundwater Authority Board of Directors shall adopted **[sic]** and implemented **[sic]** the C&E Plan.

***ESJGWA Response: This recommendation will be implemented shortly after November 1, 2024. The C&E Plan is under development and its adoption is currently anticipated to be considered by the Eastern San Joaquin Groundwater Authority Board on December 11, 2024.***

If you have any additional questions regarding these responses, please contact me at (209) 468-3100.

Sincerely

Fritz Buchman, Secretary  
Eastern San Joaquin Groundwater Authority

**BEFORE THE BOARD OF DIRECTORS OF THE  
EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY**

**RESOLUTION R-24-W**

**RESOLUTION RECOGNIZING THE ADDITION OF PROJECTS AND MANAGEMENT  
ACTIONS TO THE 2022 EASTERN SAN JOAQUIN GROUNDWATER SUBBASIN  
GROUNDWATER SUSTAINABILITY PLAN**

WHEREAS, on August 29, 2014, the California Legislature passed, and on September 16, 2014, the Governor signed legislation creating the Sustainable Groundwater Management Act ("SGMA") "to provide local groundwater sustainability agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater" (Wat. Code, § 10720, (d)); and

WHEREAS, SGMA requires sustainable management through the development of groundwater sustainability plans ("GSPs"), which can be a single plan developed by one or more groundwater sustainability agencies ("GSA") or multiple coordinate plans within a basin or subbasin (Wat. Code, § 10727); and

WHEREAS, Division 13 commencing with Section 21000 of the Public Resources Code (California Environmental Quality Act) does not apply to the preparation and adoption of GSPs (Wat. Code, § 10728.6); and,

WHEREAS, SGMA requires a GSA to manage groundwater in all basins designated by the Department of Water Resources ("DWR") as a medium or high priority, including the Eastern San Joaquin Subbasin (designated basin number 5-22.01); and

WHEREAS, the Eastern San Joaquin Groundwater Authority ("ESJGWA") formed as a Joint Powers Authority pursuant to Government Code § 6500 *et seq.* for the purpose developing a single GSP and coordinating sustainable groundwater management in the Eastern San Joaquin Subbasin (Wat. Code, § 10723.6(i)); and

WHEREAS, all 16 GSA Members adopted the ESJ GSP was submitted to the DWR and posted on DWR's SGMA portal on January 19, 2019, initiating the statutory public comment period and review by DWR; and,

WHEREAS, on January 28, 2022, the DWR issued a letter to the ESJGWA indicating that the submitted ESJ GSP was determined to be incomplete and directing the ESJGWA to address all identified deficiencies by July 27, 2022; and,

WHEREAS, the ESJGWA prepared significant revisions to the ESJ GSP supported by additional technical analysis and policy discussions which have been memorialized in several technical memoranda; and,

WHEREAS, by July 27, 2022, all 16 GSA Members adopted the Revised ESJ GSP which was subsequently submitted to DWR; and,

WHEREAS, on July 6, 2023, the ESJGWA received an Approved Determination Letter from the DWR for the Revised ESJ GSP; and,

WHEREAS, a number of GSAs have requested that their projects be added to the list of projects and management ahead of the 2025 Update to the ESJ GSP due to DWR by January 31, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the ESJGWA hereby approves as follows:

1. This list of projects is now added to the list of projects and management actions in the approved 2022 ESJ GSP:
  - a. Central San Joaquin Water Conservation District GSA – Mariposa Drain Water Delivery Improvement Project; and,
  - b. North San Joaquin Water Conservation District GSA – South System Pipeline Phase 4 Improvement Project; and,
  - c. South San Joaquin GSA – Q/Qc Conjunctive Use Project; and,
  - d. South San Joaquin GSA – SSJID Advanced Metering Infrastructure Project; and,
  - e. Stockton East Water District – Clements Road Pipeline Project
2. Further, the addition of these projects is not an explicit endorsement, precludes future opportunities to comment on the merits or impacts of a project, nor precludes a Member GSA from taking an opposition position.

PASSED AND ADOPTED this 11<sup>th</sup> day of September 2024 by the following vote:

AYES:  
NAYS:  
ABSTAIN:  
ABSENT:

ATTEST:

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**FRITZ BUCHMAN, Secretary**

AMENDMENT NO. 3  
TERMS OF TEMPORARY STAFF SERVICES  
PROVIDED BY THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT  
TO THE EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY

The Eastern San Joaquin Groundwater Authority (“ESJGWA”) and the South San Joaquin Irrigation District (“SSJID”) have mutually agreed to the following:

1. The TERMS OF TEMPORARY STAFF SERVICE PROVIDED BY THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT TO THE EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY (“Agreement”) shall be extended for a period of nine (9) calendar months, ending June 30, 2025. ESJGWA and SSJID anticipate that that this Amendment No. 3 to the Agreement will be the final amendment.
2. Prior to June 30, 2025, the ESJGWA and SSJID agree to work together in developing a mutually agreeable staffing arrangement that will support the future administrative, technical and regulatory needs of the ESJGWA.
3. All remaining terms of the Agreement shall remain in full force and effect.
4. Additional extensions or amendments to terms of the Agreement may be approved upon mutual agreement by ESJGWA and SSJID.

Herby agreed to by the following parties.

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

EASTERN SAN JOAQUIN  
GROUNDWATER AUTHORITY

\_\_\_\_\_  
By: PETER M. RIETKERK  
General Manager

\_\_\_\_\_  
By: FRITZ BUCHMAN  
Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_



By: ESJGWA General Counsel

DRAFT

# Eastern San Joaquin Groundwater Authority

## Request for Qualifications On-Call Consultants List Groundwater Technical Assistance

Release Date: September 12, 2024

Due Date: 4:00 P.M., October 25, 2024

Submit to:

Ashley Couch, [acouch@sjgov.org](mailto:acouch@sjgov.org)  
Water Resources Manager  
San Joaquin County Department of Public Works

# 1 Introduction

The Eastern San Joaquin Groundwater Authority (ESJGWA) desires to develop a pre-qualified on-call list of consultants to provide technical assistance with the implementation of its Groundwater Sustainability Plan (GSP). Specifically, the ESJGWA needs immediate assistance with implementing its Groundwater Monitoring Improvement Project (Project) which may include securing access to well drilling sites, permitting and environmental compliance, procurement and installation of instrumentation and hardware, procurement of well drillers, monitoring well construction management, maintenance plans, and overall delivery of American Rescue Plan Act (ARPA) funded activities totaling \$2.1 Million which expires at the end of 2026. Additional general technical capabilities such as groundwater modeling, groundwater statistics, hydrogeologic data analysis, and groundwater quality analysis are desirable should the need arise.

## 1.1 Who We Are

The ESJGWA is a joint powers authority formed by the 16 Groundwater Sustainability Agencies (GSAs) within the Eastern San Joaquin Subbasin including parts of Calaveras, Stanislaus and San Joaquin Counties. The ESJGWA Members includes the Central Delta Water Agency (CDWA), Central San Joaquin Water Conservation District (CSJWCD), City of Lodi, City of Manteca, City of Stockton, Eastside San Joaquin GSA (composed of Calaveras County Water District [CCWD], Stanislaus County, and Rock Creek Water District), Linden County Water District (LCWD), Lockeford Community Services District (LCSD), North San Joaquin Water Conservation District (NSJWCD), Oakdale Irrigation District (OID), San Joaquin County No. 1, San Joaquin County No. 2, South Delta Water Agency (SDWA), South San Joaquin GSA, Stockton East Water District (SEWD), and Woodbridge Irrigation District (WID).

The ESJGWA is governed by a 16-Member Board of Directors and is advised by a Steering Committee and other various ad hoc committees as necessary. All consultant services agreements must be approved by the ESJGWA Board of Directors following a recommendation by the Steering Committee.

## 1.2 Eastern San Joaquin Groundwater Sustainability Plan

The Eastern San Joaquin Groundwater Sustainability Plan (ESJ GSP) was adopted by all 16 GSAs and was submitted to DWR ahead of the January 31, 2020 statutory deadline. Subsequently, the ESJ GSP was deemed incomplete by the Department of Water Resources (DWR). The revised ESJ GSP was readopted by all 16 GSAs and resubmitted to DWR ahead of the July 27, 2022 deadline.

On July 6, 2023, DWR issued a determination letter approving the revised ESJ GSP. The determination letter also included an additional eight (8) recommended corrective actions with directions to incorporate them in the 2025 ESJ GSP 5-year update. In 2024, the ESJGWA contracted Woodard & Curran to complete the 2025 ESJ GSP 5-year update. A public review

draft is expected to be circulated in October for 30-days with the final GSP adopted by all 16 GSAs and submitted to DWR by January 31, 2025.

As part of the ESJ GSP 5-year update, the ESJGWA is developing a 5-year Work Plan committing to several actions which will likely require technical assistance. The list of on-call consultants ultimately compiled through this RFQ process may be used to provide technical assistance for items listed in the 5-year Work Plan. Appropriations would come from the ESJGWA's Annual Budget or from future grants.

### 1.3 ARPA Funding Secured

On July 11, 2023, the San Joaquin County Board of Supervisors approved an American Rescue Plan Act (ARPA) grant to the ESJGWA in the amount of \$2,104,000 for the Groundwater Monitoring Improvement Project. On March 13, 2024, the ESJGWA Board of Directors approved entering into a Memorandum of Understanding (MOU) with San Joaquin County for the ARPA funds.

Key elements of the proposed Project include project management, site selection, permitting, design, environmental clearance, easement acquisition, drilling, well logging, equipment acquisition and installation. The actual locations of monitoring wells to be drilled or instrumented will be selected based on identified data gaps listed in the 2025 ESJ GSP 5-year Update. Any funds unspent by December 31, 2026 must be returned to San Joaquin County.

The ESJGWA Board of Directors has appropriated \$925,000 in Fiscal Year (FY) 2024-2025 with the intent to appropriate the remainder in FY 2025-2026. A portion of the ARPA funding is reserved for staff time to manage consultants and for direct costs related to permitting, access, mitigation, equipment, hardware & software, etc.

## 2 Submittal Requirements

Consultants interested in being qualified for the On-call list are required to submit a Statement of Qualifications which includes elements in the format prescribed below. The ESJGWA will rank qualified consultants based on the following criteria: relevant technical experience, knowledge of local issues and conditions, and pertinent professional certifications and credentials. Costs for preparing and submitting a Statement of Qualifications are entirely the responsibility of the firm and shall not be charged to the ESJGWA, nor any of its Member GSAs.

### 2.1 Statement of Qualifications Cover Letter and Page Limits:

The preferred format of consultant's Statement of Qualifications (SOQ) submission is a cover letter addressed to Ashley Couch, [acouch@sigov.org](mailto:acouch@sigov.org), Water Resources Manager, San Joaquin County Department of Public Works. The cover letter **may not exceed six (6) single-sided standard sized (8 ½" by 11") pages**. The page limit does not apply to any attachments, table of contents, cover pages or resumes of key personnel within the Appendices.

## 2.2 Cover Letter Submittal Contents

### 2.2.1 Summary

Provide a brief summary of the firm's SOQ submission contents, emphasizing qualifications and capabilities of the consultant. The summary should indicate an understanding of SGMA, relevant work experience within the community, relevant capabilities of staff, and related work experience.

### 2.2.2 Office Location

Please indicate the location(s) of your firm's office(s) from which your staff will stage work. The ESJGWA desires to limit excessive travel time and related travel expenses.

### 2.2.3 Relevant Technical Experience

Please indicate the qualifications, expertise, and relevant experience of your firm related to well drilling including procuring and directing well drillers, siting monitoring wells, resolving on-site issues with property owners, developing maintenance plans or standard operating procedures (SOP's), developing cost estimates and/or opinions of probable costs, and determining specifications for the procurement of monitoring equipment both for both remote data recording and in-person applications.

Please describe additional general technical capabilities such as groundwater modeling, groundwater statistics, hydrogeologic data analysis, and groundwater quality analysis. Additional expertise will be considered.

### 2.2.4 Knowledge of Local Issues and Conditions

Please provide some insights into the local area and the challenges faced. Has the consulting firm worked previously in the area? For what GSA and in what capacity? Does the firm also have experience working in the San Joaquin Valley?

### 2.2.5 Professional Certifications and Credentials

Please provide any pertinent licenses or certifications of key personnel such as professional registrations, or other pertinent certifications, certificates, or credentials.

### 2.2.6 Signature and Contact Information

The cover letter shall be signed by the firm's Project Manager and an official authorized to negotiate and contractually bind the firm to perform the requested services. The Project Manager shall be the main contact with the ESJGWA for technical and contractually related issues and shall be responsible for the direction of day-to-day progress on specific project assignments. Please provide the telephone number, email, and office location of the Project Manager.

By signing the cover letter, the firm understands that all submittals attached thereto are a matter of public record and subject to disclosure. The firm also consents to ESJGWA staff contacting agency or client references provided by client for reference projects.

## 2.2.7 Appendices (Does not Count towards page limit):

### 2.2.7.1 Debarment and Suspension Certification

Firms are required to submit Exhibit A: Debarment and Suspension Certification (see attached).

### 2.2.7.2 Resumes of Key Personnel

A brief resume for each of the proposed key personnel focusing on relevant experience and proposed role. A graphic depicting the team structure, role of key individuals, and area of expertise is desirable.

### 2.2.7.3 Reference Projects

A list of similar reference projects that the proposed key personnel have completed in the last five years. Include only projects for which proposed key personnel played a key role. Firms are encouraged to list agency or client contacts as references for projects.

## 2.2.8 Other Required Submittals

### 2.2.8.1 Conflict of Interest

Firms shall disclose any financial, business or other relationships with the any Members of the ESJGWA, its agents or employees. A potential conflict of interest may include existing agreements or contracts with Members. An existing agreement may not automatically constitute a conflict of interest or a competitive advantage. The Firm should also list current clients who may have a financial interest in the outcome of the Project.

### 2.2.8.2 Insurance

As required by the ESJGWA:

- a) *General Liability Insurance* on an occurrence-based policy, including contractual liability with a combined single limit in the minimum amount of \$2,000,000;
- b) *Automobile Liability Insurance* with a combined single limit in the minimum amount of \$1,000,000;
- c) *Professional Liability Insurance* on an occurrence-based policy with an aggregate limit in the minimum amount of \$1,000,000; and,
- d) *Workers' Compensation Insurance* as required by law; and,

- e) Listing San Joaquin County as additionally insured on the insurance certificate.

### 2.2.8.3 Schedule of Rates and Fees

Only the highest-ranking firms will be asked to provide a Schedule of Rates and Fees prior to entering into consultant agreement negotiations. Prior to issuing task orders, the ESJGWA will require packaged proposals with a not-to-exceed cost based on fully loaded hourly rates for staff, estimates of direct costs, sub-contracts, etc.. The ESJGWA does not allow any markup on subconsultants or direct costs.

### 2.2.9 Submitting and Statement of Qualifications

Responses must be received by PUBLIC WORKS no later than **4:00 p.m. on Friday, October 25, 2024**. SOQs received after this time will be rejected. A response constitutes a single PDF file containing the signed response as outlined above.

Responses should be sent via email to:

Ashley Couch, [acouch@sjgov.org](mailto:acouch@sjgov.org)  
Water Resources Manager  
San Joaquin County Department of Public Works

### 2.2.10 Submitting Questions

General and technical questions regarding this RFQ may be directed to Brandon Nakagawa, SSJID Water Resources Coordinator, via email at [brandon.nakagawa@ssjid.gov](mailto:brandon.nakagawa@ssjid.gov).

### 2.2.11 Selection Schedule

The ESJGWA will endeavor to follow the consultant selection schedule listed below:

Release Request for Qualifications .....	Thursday, September 12, 2024
Written Questions Submitted .....	Monday, September 30, 2024
Release Response to Written Questions .....	Friday, October 4, 2024
Statement of Qualifications Due .....	Friday, October 25, by 4:00 p.m.
Notify Consultants of Final On-call List .....	Thursday, December 5, 2024

Once the final on-Call List is established ESJGWA staff will initiate the negotiation of discrete proposals for work identified on the ESJGWA’s annual work plan and ARPA funded projects. Selection of On-call consultants will be based on a firm’s capabilities, experience and expertise, and availability to perform the work.

### 2.2.12 Evaluation Process

ESJGWA staff will review the firm’s submittals for completeness, responsiveness, clarity, and content. Each submittal will be reviewed to determine if it meets the proposal requirements contained in Section 2 Cover Letter Submittal Contents. Staff may find the submittal

“unresponsive” and reject any submittal if incomplete or contains irregularities. The ESJGWA will then assemble a selection committee which will evaluate firm submittals. The evaluation of the written qualifications will be based on the criteria shown in Attachment B.

Aside from the evaluation process described herein, firms or their representatives are strictly prohibited from attempting to influence the outcome of the selection by contacting selection committee members, elected officials, County staff, or other individuals and entities involved in the process of selecting the firm.

**\*\*\*Any such attempt to influence selection outside of the prescribed process will be grounds for disqualification.\*\*\***

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**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29  
DEBARMENT AND SUSPENSION CERTIFICATION**

The prime consulting firm certifies, except as noted below, that no person, serving the firm in the capacity of owner, partner, director, officer, manager:

- Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency?
- Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years?
- Has a proposed debarment pending?
- Has been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years?

If there are any exceptions to this certification, note the exceptions in the following space, indicating to whom it applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in disqualification, but will be considered in determining firm's eligibility for certain tasks.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consulting Firm Name

QUALIFICATIONS EVALUATION WORKSHEET

Firm \_\_\_\_\_

WRITTEN QUALIFICATIONS	Weight	Score (0-10)	Weighted Score
A. Firm Profile and Overall Capabilities	3.0		
B. Key Personnel	3.0		
C. Similar Reference Projects	3.0		
D. Knowledge of Local Conditions & Concerns	1.0		

TOTAL SCORE (100 POINT MAXIMUM) \_\_\_\_\_

EVALUATOR \_\_\_\_\_ DATE \_\_\_\_\_

DRAFT

**ARPA Funding MOU  
Between San Joaquin County and the Eastern San Joaquin Groundwater Authority**

DRAFT



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAN JOAQUIN COUNTY  
AND  
EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY**

**MOU ID: B-24-**

**Funding Amount Approved - \$2,104,000**

<b>PARTIES:</b>	<b>COUNTY:</b>	County of San Joaquin General Services Director 44 N. San Joaquin Street, Suite 590 Stockton, CA 95202  Contact: Jerome C. Wilverding Phone: (209) 468-3203 Email: ARPAfunds@sjgov.org
	<b>ORGANIZATION:</b>	Eastern San Joaquin Groundwater Authority 1810 E. Hazelton Ave. Stockton, CA 95205  Contact: Fritz Buchman, Secretary Phone: (209) 468-3100 Email: fbuchman@sjgov.org

This Memorandum of Understanding ("MOU") is made and entered into this 6th day of March, 2024, by and between the Eastern San Joaquin Groundwater Authority, a joint powers agency acting pursuant to Government Code Section 6500 et seq. ("GWA" or "ORGANIZATION"), and San Joaquin County, a political subdivision of the State of California, through its County Administrator ("COUNTY").

### RECITALS

The Sustainable Groundwater Management Act (SGMA) was enacted by the State in 2014. SGMA requires agencies to form Groundwater Sustainability Agencies (GSAs); develop Groundwater Sustainability Plans (GSPs); define interim milestones and performance measures; and implement project management actions to achieve sustainability. The Eastern San Joaquin Groundwater Authority (GWA) was formed on February 8, 2017 through execution of a Joint Exercise of Powers Agreement between 16 GSAs located within the Eastern San Joaquin Subbasin. Management actions identified by the GWA to implement the GSP include: (i) identification and correction of data gaps; (ii) development of monitoring wells to track and understand surface and groundwater interactions; and (iii) equip wells with instrumentation to improve data collection at key monitoring locations. To address these requirements, the GWA proposes a Project that will involve design and construction of the following:

- Five shallow monitoring wells;
- Two nested Delta wells to track salt migration; and
- Up to six additional wells, including installation of monitoring hardware at key locations.

COUNTY and ORGANIZATION mutually desire to enter this MOU to memorialize the rights, duties, and obligations of each toward the other in connection with the services that the ORGANIZATION will provide to and for the benefit of the COUNTY in connection with the award of the above-referenced funds.

### Eastern San Joaquin Groundwater Authority

#### **Project: Groundwater Monitoring Improvement Project**

Key elements and estimated costs of the proposed Groundwater Monitoring Improvement Project include project management, site selection, permitting, design, environmental clearance, easement acquisition, drilling, well logging, equipment acquisition and installation. A general breakdown of estimated project costs is shown in the following table:

Project Management	\$120,000
Preliminary Engineering	\$103,000
Construction	\$1,600,000
Instrumentation	\$91,000
Contingency	\$190,000
<b>Total</b>	<b>\$2,104,000</b>

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NOW, THEREFORE, COUNTY and ORGANIZATION do hereby mutually agree as follows:

I. PURPOSE OF THE MOU

On July 11, 2023, the COUNTY Board of Supervisors approved an award of \$2,104,000 as requested by the ORGANIZATION.

Per the guidance provided by the U.S. Department of the Treasury in its Interim Final Rule, eligible uses of ARPA funds include investments and improvements to existing sewer and water infrastructure.

The purpose of this MOU is to memorialize the use of funding to be provided to the ORGANIZATION pursuant to COUNTY Board Order B-23-382 (Exhibit 1), approved on July 11, 2023, for the Project described in the Recital, above.

II. ORDER OF PRECEDENCE

Each of the items listed below is incorporated into this MOU by reference. In the event of any inconsistency in this MOU, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and State of California statutes and regulations.
2. This MOU and its exhibits:

Exhibit 1: Board Order B-23-382

Exhibit 2: Request for Funds form

III. SCOPE OF SERVICES

ORGANIZATION agrees to procure services in accordance with Section IV.D below to implement Groundwater Monitoring Improvements and shall utilize the COUNTY funding described herein for the Project described in the Recitals, above.

ORGANIZATION shall contract services and work in accordance with ORGANIZATION'S Joint Powers Agreement, as amended, its procedures, and all other applicable state and federal laws.

IV. GENERAL PROVISIONS

A. Term of Agreement:

This Agreement shall commence on the date of execution through the 31st day of December 2026, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein or extended upon mutual agreement.

B. Interpretation

This MOU shall not be interpreted in favor of any Party by virtue of said Party not having prepared this MOU.

If any time period provided for in this MOU ends on the day other than a Business Day, the time period shall be extended to the next Business Day.

C. Compensation:

1. COUNTY agrees to pay the ORGANIZATION the sum of TWO MILLION ONE HUNDRED FOUR THOUSAND DOLLARS (\$2,104,000) for implementation of the Groundwater Monitoring Improvement Project as described in Sections I-III above. Payments shall be made in one installment. The payment covers the Groundwater Monitoring Improvement Project:
  - a) Payment of the full amount of \$2,104,000 shall be paid within 30 days of the signed "Request for Funds" form (Exhibit 2).
  - b) Copies of all supporting documents for Project (including, but not limited to, contractor/concessionaire quotes, agreements, invoices and purchase receipts) shall be submitted by ORGANIZATION to COUNTY no later than December 31, 2026, via email to [ARPAfunds@sjgov.org](mailto:ARPAfunds@sjgov.org).
  - c) Any funds paid to ORGANIZATION pursuant to this MOU that are not used for the approved Project by December 31, 2026, shall be returned to COUNTY no later than January 15, 2027.
2. COUNTY shall monitor the ORGANIZATION'S performance periodically throughout the term of this MOU, including reconciliation of payments to actual cost, to ensure that the program is achieving satisfactory performance in relation to the objectives as stated in the Request for Funds.
3. ORGANIZATION agrees to maintain all program, fiscal, statistical, and management records and make such records available for inspection by COUNTY representatives upon request as described below. The records to be kept and maintained in connection with this MOU shall include any and all costs associated with the Project. Failure to promptly comply with any COUNTY request for records and/or inspection pursuant to this Section IV shall constitute a breach of this MOU.
4. ORGANIZATION agrees to maintain all records pertaining to design, construction, fiscal and administrative controls for a minimum of seven (7) years after final payment has been made or until all pending County, State, and Federal audits are completed, whichever is later.

Upon request, the ORGANIZATION shall make these records available to the COUNTY to all authorized County personnel within three (3) working days of the request for such records.
5. ORGANIZATION shall account for all the expenditures paid by the COUNTY under this MOU and agrees their financial records shall contain itemized records of all costs related to this MOU. The ORGANIZATION agrees to follow Generally Accepted Accounting Principles (GAAP) to support COUNTY paid expenditures.
6. Total payments under this MOU shall not exceed TWO MILLION ONE HUNDRED FOUR THOUSAND DOLLARS (\$2,104,000) for the term of this MOU, as set forth in Section IV(A), above.

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D. Sub-Recipients

1. **Definition:** A SUB-RECIPIENT is a person or entity who has a direct contract with ORGANIZATION to perform a portion of the Project.
2. **Award of SUB-RECIPIENT Agreement and other Agreements for portions of the Project:** ORGANIZATION, as soon as practicable after payment of funds from COUNTY for implementation of the Groundwater Monitoring Improvement Project as described in Sections I-III above, shall furnish in writing to COUNTY the names of persons or entities proposed for each portion of the Project.
3. **SUB-RECIPIENT Relations:**
  - i. By appropriate agreement, written where legally required, ORGANIZATION shall require each SUB-RECIPIENT, to the extent of the portion of the Project to be performed by the SUB-RECIPIENT, to be bound to the ORGANIZATION by the terms of this MOU, and to assume toward the ORGANIZATION all the obligations and responsibilities, including indemnity. Each sub-recipient agreement shall preserve and protect the rights of the COUNTY under this MOU with respect to the portion of the Project to be performed by the SUB-RECIPIENT. Where appropriate, the ORGANIZATION shall require each SUB-RECIPIENT to enter into similar agreements with Sub-SUBRECIPIENTS.
  - ii. All work on portions of the Project performed for ORGANIZATION by a SUB-RECIPIENT shall be pursuant to a master form of written agreement between ORGANIZATION and SUB-RECIPIENT (and where appropriate between SUB-RECIPIENTS and SUB-SUBRECIPIENTS) and shall contain provisions that:
    1. Provide that COUNTY is an express third party beneficiary of the SUB-RECIPIENT agreement, and preserve and protect the rights of COUNTY under this MOU with respect to the portion of the Project to be performed under the SUB-RECIPIENT agreement;
    2. Require that the portion of the Project be performed in accordance with the requirements of this MOU;
    3. Require SUB-RECIPIENT to carry and maintain the insurance required described in Paragraph G of this MOU.
    4. Include provision substantially similar to Paragraph F where SUB-RECIPIENT agrees to indemnify ORGANIZATION and COUNTY to the fullest extent allowable by law as described in this MOU.

E. Invoicing:

ORGANIZATION shall submit invoice(s) to the County of San Joaquin Administrator's Office, via email to [ARPAfunds@sjgov.org](mailto:ARPAfunds@sjgov.org). All invoices must reference MOU ID #CAO-24-XXX and the Project design and construction fees paid.



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F. Indemnification:

ORGANIZATION, or SUB-RECIPIENT, whichever actually performs the work required for the portion of the Project, shall, at its expense, defend, indemnify and hold harmless the COUNTY, and the ORGANIZATION if SUB-RECIPIENT performs work on portion of Project, and its employees, officers, directors, contractors, and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including, without limitation for bodily injury or death, arising from or pertaining to the subject matter of this MOU.

ORGANIZATION, or SUB-RECIPIENT, whichever actually performs the work required for the portion of the Project, shall hold the COUNTY, and the ORGANIZATION if SUB-RECIPIENT performs work on portion of Project, its officers, and employees, harmless from liability, of any nature or kind on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

G. Insurance:

ORGANIZATION, or SUB-RECIPIENT, whichever actually performs the work required for the portion of the Project, shall obtain and maintain continuously in effect at all times during the term of this MOU, at ORGANIZATION'S, or SUB-RECIPIENT'S sole expense, general liability insurance protecting COUNTY, and the ORGANIZATION if SUB-RECIPIENT performs work on portion of Project, its officers, employees and agents against liability which may accrue against COUNTY by reason of ORGANIZATION'S use of funds pursuant to this MOU. Such insurance must be in the amount of not less than One Million Dollars (\$1,000,000) combined single limits coverage for personal injury, death, or property damage, and shall name the COUNTY, and the ORGANIZATION if SUB-RECIPIENT performs work on portion of Project, and its agents as coinsured thereunder. In addition, the policy shall provide for a thirty (30) day notice to the COUNTY prior to cancellation or material change of the policy. ORGANIZATION shall promptly supply the COUNTY with a certificate of insurance evidencing compliance with the above requirements.

ORGANIZATION'S, or SUB-RECIPIENT, whichever actually performs the work required for the portion of the Project, employees, contractors and concessionaires shall be fully and adequately covered by Worker's Compensation Insurance, as required by law, and shall submit to the COUNTY a certificate of insurance evidencing compliance with such insurance requirements upon execution of this agreement. ORGANIZATION, or SUB-RECIPIENT, whichever actually performs the work required for the portion of the Project, shall not commence or continue operations on the Premises without the required Worker's Compensation Insurance being in force.

H. Notices:

Any notice required to be given pursuant to the terms and conditions hereof shall be in writing and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown on page one (1) of this MOU.

I. Termination:

1. **Termination for Cause:** If the ORGANIZATION breaches or habitually neglects its duties under this MOU without curing such breach or neglect upon fifteen (15) working days written notice, the COUNTY may, by written notice, immediately terminate this MOU without prejudice to any other remedy to which the COUNTY may be entitled, either at law, in equity, or under this MOU.
2. **Termination for Convenience:** In addition, the COUNTY may terminate this MOU upon forty-five (45) days written notice to the other party. In the event of such termination, and in accordance with Section IV.C, ORGANIZATION shall only be obligated to return any funds not awarded, as described in Section IV.D, to a SUB-RECIPIENT or other person or entity to perform work for the relevant portion of the approved Project.

J. Conflict of Interest Statement:

ORGANIZATION covenants that the ORGANIZATION, its officers, employees, or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this MOU. ORGANIZATION further covenants that in the performance of this MOU no person having any such interest shall be employed or retained by the ORGANIZATION under this MOU. ORGANIZATION and COUNTY acknowledge that County staff presently provide services to ORGANIZATION as part of their existing job duties for the COUNTY and this provision does not apply to the performance of said services.

K. Force Majeure:

It is agreed that neither party shall be responsible for delays in delivery, acceptance of delivery, or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules, or regulations of any governmental agencies or other matters or conditions beyond the control of either the ORGANIZATION or the COUNTY.

L. Compliance:

ORGANIZATION shall comply with all Federal, State, and local laws, regulations, and requirements necessary for the provision of work and services. Furthermore, the ORGANIZATION shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health, and sanitation, including, but not limited to, payment of prevailing wage pursuant to California law. ORGANIZATION shall maintain the current throughout the life of this MOU, all permits, licenses, certificates, and insurances that are necessary for the provision of contracted services.

M. Disputes and Remedies:

1. At the COUNTY's sole discretion, COUNTY may elect to raise a dispute, claim, or breach by submitting it, in writing, to ORGANIZATION. Such dispute, claim, or breach would include conditions and time constraints required of ORGANIZATION to remedy.

2. Neither the pendency of a dispute, claim, or breach nor its consideration will excuse the parties from full and timely performance in accordance with terms of this MOU.
3. Any legal action or proceeding with respect to this MOU shall be brought in the courts of the State of California for the County of San Joaquin, or the courts of the United States of America for the Eastern District of California, and in no other courts. ORGANIZATION hereby accepts such jurisdiction and venue and generally and unconditionally waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non-convenient. The provision of this paragraph shall survive the expiration or other termination of this MOU regardless of the cause of such termination.
4. In any action brought by a party to enforce the terms of this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by either party's counsel shall be capped at the hourly rate charged by Deputy County Counsel IV attorneys in the office of the County Counsel of San Joaquin County, California.

N. Documents:

All drawings, specifications, documents, and other memoranda or writings relating to the work and services hereunder shall remain or become the property of the COUNTY whether executed by or for the ORGANIZATION for the COUNTY, or otherwise by or for the ORGANIZATION, or by or for a subcontractor or SUB-RECIPIENT operating under the ORGANIZATION'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to the COUNTY forthwith upon the COUNTY written demand, termination or completion of the work under this MOU.

O. Entire MOU and Modification:


This MOU and all documents incorporated by reference herein supersede all previous agreements between the Parties hereto, either oral or written, and constitute the entire understanding of the Parties with respect to the subject matter described herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both Parties.

If any term of the MOU is found to be illegal, invalid, or unenforceable under applicable law, such term shall be excluded to the extent of such illegality, invalidity, or unenforceability; all other terms of this MOU shall remain in full force and effect; and, to the extent permitted and possible, the illegal, invalid or unenforceable term shall be replaced by a term that is legal, valid and enforceable and that comes closest to expressing the intention of such illegal, invalid or unenforceable term.

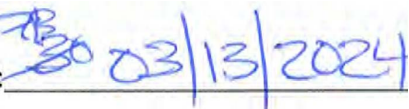
IN WITNESS WHEREOF, COUNTY and ORGANIZATION have executed this MOU effective on the day and year first written above.

Eastern San Joaquin Groundwater Authority  
1810 E. Hazelton Ave.  
Stockton, CA 95205

COUNTY OF SAN JOAQUIN, a  
political subdivision of  
the State of California

By:   
Fritz Buchman  
Secretary  
ESJ Groundwater Authority

By:   
Jerome C. Wilverding  
County Administrator

Date: 


Date: 

APPROVED AS TO FORM

Neumiller & Beardslee

By:   
Tom Terpstra  
General Counsel, ESJ GWA

Office of County Counsel

By:   
Edward J. Kiernan  
County Counsel