

STAFF

Steve Schwabauer, General Manager
Jennifer Spaletta - General Counsel
Roger Masuda - Special Counsel
Shasta Burns - Deputy Secretary
Daniel de Graaf - District Engineer
Robert Granberg – Grants Administrator

BOARD OF DIRECTORS

President - Joe Valente
Vice President – Jason Colombini
Secretary - David Simpson
Treasurer - Charles Starr II
Director – Brady Colburn

**NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
NOTICE OF MEETING AND PUBLIC HEARING AND AGENDA FOR
REGULAR MEETING OF THE BOARD OF DIRECTORS**

**Monday, October 28, 2024
2:00 p.m.
Lodi Grape Festival Grounds- Barrel Room
413 E. Lockeford St, Lodi CA 95240**

The agenda and all noted documentation may be viewed and downloaded at www.nsjgroundwater.org . Requests to receive the agenda and documentation by e-mail may be submitted in writing to the Secretary of the Board. The NSJWCD printed agendas are posted at the District’s location of business at: 498 E. Kettleman Lane, Lodi. The District’s mailing address is: PO Box 334, Victor CA 95253.

NOTICE: Members of the public may address the Board of Directors concerning any agenda item during the Board’s consideration of that item. The public may address non-agenda items at the end of the regular meeting. No action will be taken on those items; however, the Board may agendaize items for future consideration.

- 1. Call to Order - Roll Call - Acceptance of Agenda**
- 2. Correspondence/Announcements**
- 3. Action Items**

Any and all of **the following agenda items are subject to action** being taken by the Board of Directors by motion, resolution or ordinance.

Action items may be added to the agenda upon determination by a majority vote of the Board that an emergency exists, as defined by state law, or by a 2/3 vote of the Board that (1) there is a need to take immediate action; and (2) that the need for action came to the District’s attention after the agenda was posted.

A. CONSENT CALENDAR

- 1. Approval of the Minutes for the Regular Scheduled Board Meeting on July 24, 2029 (*attachment 1*). *Pages 4-7*

B. FINANCIAL

- 1. Receive and Approve August 2024 NSJWCD Monthly Treasurer’s Report and Summary of Accounts and Transfers (*attachment 2*) pages 8-10
- 2. Approve Payment of Bills (*attachment 3*) pages 11-12

C. CONTRACTS

1. Provide Direction to Staff on District Office Space desires, and authorize staff to negotiate with Law Office of Jennifer Spaletta to acquire Office Equipment, Furniture and Supplies
2. Authorize General Manager to enter task agreement with Hydrofocus to install 6 WellNtelligence systems in existing wells for additional groundwater monitoring in the North and South Systems (\$13,000). (attachment 4) pages 13-15
3. Award Contract for Phase 3B project to preferred contractor (Tecklenburg Lateral) (attachment 5) pages 16-17
4. Authorize General Counsel to engage legal council for legal advice on specialty matters (attachment 6) pages 18-19
5. Authorize General Manager to enter contract with Professor Dan Howes of Cal Poly for ET Study (\$12,000) (attachment 7) pages 20-25

D. SYSTEM AND PROJECTS

1. Engineer's Report and Operations Plan (attachment 8) pages 26-27
2. North System
3. South System
4. Cal-Fed/Woodbridge
5. Tracy Lake ID

E. Grant Activity

1. Consero report (attachment 9) pages 28-29

F. Strategic Plan Activity

G. Groundwater Charge

H. Sustainable Groundwater Management Act/ GWA Activity

1. Receive Update on Sustainable Groundwater Management Act 2025 Groundwater Sustainability Update.

I. SJC Mokelumne River Application Update

J. Bay Delta Flow Program Update/Voluntary Agreements

K. Landowner communications

L. Board Planning Calendar

4. Director and Staff Reports

A. Directors Reports

B. Committee Reports

C. Other

5. Public Comment on Items Not on the Agenda

Interested persons in the audience are welcome to introduce any topic within the jurisdiction of the NSJWCD Board. The time allowed for each speaker for comments made by the public is limited to 3 minutes. Matters presented under this agenda item may be discussed, but no action can be taken by the Board at this meeting except as follows:

- Briefly respond to statements made or questions raised.
- Ask a question for clarification.
- Provide a reference to staff or other resources for factual information.
- Request staff to report back at a subsequent meeting.
- An individual Board member or the Board itself may have the matter placed on a future agenda.

6. Closed Session – 4 items

Closed Session pursuant to Section 54956.9(a) Existing Litigation
CONFERENCE WITH LEGAL COUNSEL – *California Sportfishing Protection Alliance v. Eastern San Joaquin Groundwater Authority, et al., Stanislaus County Superior Court, Case No. CV-20-001720*

Closed Session pursuant to Section 54956.9(a) Anticipated Litigation – two cases Bay Delta/Flow Proceeding, and one case where facts shall not be disclosed because they are unknown to potential litigants

Closed Session pursuant to Government Code Section 54956.8 Real Property Negotiations– North System Easements and Leases – Negotiators are General Counsel Jennifer Spaletta and General Manager Steve Schwabauer

Return to Open Session

All reportable actions taken in closed session will be announced in open session following the closed session and will be duly noted in the official minutes of the meeting.

7. Motion to Adjourn

Next Regular Meeting November 18, 2024 from 2:00 PM- 4:00 PM

Lodi Grape Festival Grounds- Barrel Room

413 E. Lockeford St, Lodi CA 95240

Action may be taken on any item

Agendas and Minutes may also be found at [http:// www.NSJGroundwater.org](http://www.NSJGroundwater.org)

Note: If you need disability-related modification or accommodation in order to participate in this meeting, please contact North San Joaquin Water Conservation District Staff at (209) 712-1693 at least 48 hours prior to the start of the meeting

NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
REGULAR MEETING AND CONCURRENT SPECIAL MEETING
OF THE BOARD OF DIRECTORS

Lodi Grape Festival Grounds – Barrel Room
413 E. Lockeford Street, Lodi, CA

Monday, September 30, 2024

REGULAR MEETING

1. **Call to Order - Roll Call - Acceptance of Agenda** - The meeting was called to order by President Valente at 2:00 p.m. A motion for the acceptance of the Agenda as explained, made by Treasurer Starr, second by Director Colburn. Motion passed unanimously 5/0/0.

President Joe Valente - Area 3
Vice President Jason Colombini - Area 2
Secretary David Simpson – Area 1
Treasurer Charles Starr – Area 4
Director Brady Colburn – Area 5

General Counsel Jennifer Spaletta
Special Counsel Roger Masuda - Absent
Daniel deGraaf – District Engineer
Deputy Secretary – Shasta Burns
General Manager – Steve Schwabauer

2. **Correspondence/Announcements** – All directors received an invitation to the EBMUD annual BBQ that will be held on October 4, 2024 at Pardee Reservoir. Jennifer Spaletta will be receiving the Frank Beeler award at the annual BBQ. Guest from Stoel and Rivas Law Firm, an associate in the Environmental Department.

3. **Action Items** Note: Votes recorded as: For/Against/Abstention (name)

A. CONSENT CALENDAR

1. Approval of the Minutes of the Regular Scheduled Board meeting on August 26, 2024. A motion to approve the Minutes for the meeting of the Regular Scheduled Board Meeting on August 26, 2024, made by Vice President Colombini, second by Treasurer Starr. Motion passed 5/0/0.

B. FINANCIAL MATTERS

1. Receive and approve September 2024 NSJWCD Monthly Treasurer’s Report and Summary of Accounts and Transfers presented to the board. Perla from Butterfield + Company prepared financial statements for Board action. A motion to approve September 2024 NSJWCD Monthly Treasurer’s Report, made by Secretary Simpson, second by Vice President Colombini. Motion passed 5/0/0.

2. Approve Payment of Bills. A motion to approve payment of bills listed in the Board meeting packet, made by Secretary Simpson, second by Vice President Colombini. Motion passed 5/0/0.

C. CONTRACTS

1. Appointment of NSJWCD Board Member as Eastern Water Authority (EWA) Alternate (voting) – A motion to appoint Brady Colburn first alternate, Joe Valente as the second alternate as the Eastern Water Authority Alternate made by Secretary Simpson, second by Director Colburn. Motion passed 5/0/0
2. Appointment of NSJWCD Staff as EWA Staff Alternate (non-voting) - A motion to appoint Daniel deGraaf as the EWA Staff First Alternate by Secretary Simpson, second by Director Colburn. Motion passed 5/0/0
3. Direction to Staff Direction to Staff Whether to Revert to Design Build Option to Allow District Engineer to Consult with Contractor During Design Phase for the Permanent North Pump Station – A review of design build contracting and certainty in the design option. Direction to have staff present proposal from contractor and District Engineer deGraaf. Daniel deGraaf will be communicating with Arnaudo Construction Company to build. Direction for staff to set up as design build project and bring proposal back to the board for review and check with the grant to make sure it is acceptable.
4. Provide Update to Board Regarding EBMUD FERC Relicensing – Review from General Manager Schwabaurer for hydroelectric generation at Pardee and Camanche Reservoir Dam. Their licensing is due in 2031, a long process and series of events that EBMUD will be doing to let the public have the opportunity to make comments. The district will stay engaged as this process continues. Update only.
5. Authorize General Manager to Enter Change Order to North System Phase 1b Contract on a Time and Materials Basis to Install North the FDRE Funded Second Temporary North Pump and Fish Screen – Update from General Manager Schwabaurer on funding and the change order needed for North System Phase 1b Contract on a Time and Materials Basis, to Install the FDRE Funded Second Temporary North Pump and Fish Screen. A motion to authorize Change order to North System Phase 1b Contract as presented made by Secretary Simpson, second by Director Colburn. Motion passed 5/0/0
6. Authorize Staff to Bid Tecklenberg Lateral Replacement – South System Phase 3b - District Engineer deGraaf reviewed Tecklenberg Lateral Replacement for South System Phase 3b. District Engineer will bring back final proposal at the next scheduled board meeting. A motion for approval of the Tecklenberg Lateral Replacement – South System Phase 3b package Request for Proposals made by Vice President Colombini, second by Treasurer Starr. Motion passed 5/0/0
7. Approval of Arnaudo Construction change orders for the Dream Project, South System Phase II Project and the North System Phase 1B Project – General Manager Schwabaurer reviewed staff report in the board meeting packet. A motion to approve change orders for the Dream Project, South System Phase II project and North System Phase 1b project, and to Authorize General Manager to pay invoices for the same once received from Arnaudo Construction, and to use dry period financing to pay the

necessary invoices, made by Secretary Simpson, second by Vice President Colombini. Motion Passed 5/0/0

D. System and Projects

1. Engineer's Report and Operations Plan. District Engineer deGraaf gave an overview of where the district stands on each project. Report was presented at the start of the Board meeting and is available upon request.

2. North System- PG&E installation is complete. Installation of the Phase 1B 42" line is also completed.

3. South System – Phase III is scheduled for start of construction November 1st. The district will be working with landowners and the contractor to coordinate schedules and construction windows to minimize interruptions to farming activity.

4. Cal-Fed Woodbridge – No update at this time

5. Tracy lake ID –Operations have been ongoing as needed to maintain the lake levels for irrigation.

E. 2025 Groundwater Sustainability Update – Public Comments will open for the Groundwater Sustainability Plan Draft will open tomorrow, October 1, 2024.

F. Grant Activity

1. Authorize Staff to Provide Letters of Support for Fellow GSP Agency WaterSMART Grant Applications- Board supports letters of Support

2. Consero Report – Update on funding requests and grant opportunities.

3. SWEEP Block Grant Discussion – no update at this time.

G. Strategic Plan Activity – No update at this time

H. Groundwater Charge- No update at this time.

I. Sustainable Groundwater Management Act/GWA Activity – Discussion above. Update only

J. SJC Mokelumne River Application Update – Bob Granberg gave an update of documents being reviewed at this time. Next Quarterly meeting will be held on October 21, 2024.

K. Bay Delta Flow Program Update/Voluntary Agreements – No update at this time.

L. Landowner Communications – No further update.

M. Board Planning Calendar – No update at this time.

4. Director and Staff Reports

A. Director's Report –

i. Discuss progress on Director Colburn's riparian rights expansion- No update at this time.

ii. Discuss and get direction on Director Colombini's low interest loan concept for surface water conversation projects – No update at this time.

B. Committee Reports – No reports at this time.

C. Other – No reports at this time.

5. Public Comment – Woodbridge Irrigation District provided operational updates. Salmon are beginning to move past the WID dam with pulse flows.

6. Closed Session – The Board entered closed session at 3:31 p.m. and came out of closed session at 4:05 p.m. **Return to Open Session –** President Valente returned the meeting to open session and announced there was no reportable action and commented staff was given lease negotiating authority on Lakso property.

7. Adjournment - Motion to adjourn the NSJWCD Regular Meeting on September 30, 2024 made by Vice President Colombini, second by Treasurer Starr. Motion passed 5/0/0. Meeting adjourned at 4:05 p.m.

The next regular scheduled Board Meeting October 28, 2024, from 2:00 p.m. - 4:00 p.m.

The above minutes of the North San Joaquin Water Conservation District Board of Directors Meeting of September 30, 2024,

Respectfully submitted:

Deputy Secretary- Shasta Burns

1. SEE ATTACHMENT 1 - ACCOUNTS PAYABLE REPORT.

2. CURRENT PAYMENT RECOMMENDATIONS - SEE TABLE BELOW:

ACWA	\$ 9,560.00	2025 Annual Dues
Arnaudo Construction	364,759.49	Special Projects
Butterfield & Co	1,423.00	September Invoice
Consero Solutions	11,610.00	September Services
deGraaf Engineering	44,366.51	September Services
Grandberg & Associates	2,137.50	September Services
HydroFocus, Inc.	13,419.19	September Services
Joe Peterson	300.00	October Rent
Pacific Southwest Irrigation	2,189.29	Repairs
PG&E	705.35	October Invoice
Richard Rodriguez Farms	4,375.00	October Invoice
Shasta Burns	2,636.66	October Invoice
Spaletta Law PC	815.20	October Rent
Stoel Rives, LLP	16,611.60	September Services
Total payments recommended	\$ 474,908.79	

3. REMAINING ACCOUNTS PAYABLE – \$318,678.28

- a. \$243,381.68 - Retention due to Arnaudo Construction, Inc.
- b. \$ 400.00 – Baumbach & Pizza, Inc.
- c. \$ 74,896.60 – Pacific Southwest Irrigation.

4. WARRANTS PAYABLE

- a. \$499,988.17 – F&M Bank

5. ACCOUNTS RECEIVABLE – \$634,454.33

- a. \$ 527,107.80 - DWR – Prop 1.
- b. \$ 1,962,590.45 – San Joaquin County – Project 4 North System Improvement Component Phase 1 Period 10/01/23-06/30/2024 – Reimbursements.
- c. \$ 5,877.00 – Bob Caffese.

North San Joaquin Water Conservation District Unpaid Bills by Vendor

All Transactions

Type	Date	Num	Source Name	Memo	Account	Class	Open Balance
ACWA							
Bill	09/30/2024	Annual Dues	ACWA	2025 Annual Agency Dues	6120 · Dues & Memberships	-G&A	9,560.00
Total ACWA							9,560.00
Arnaudo Construction, Inc.							
Bill	05/31/2023	RET- SS II App No. 1	Arnaudo Construct...	Progress Billing - (Retainage \$31,885.50)	6115.5 · Pipeline	Capital Outlay:South System Phase 2	31,300.50
Bill	05/31/2023	RET- SS II App No. 1	Arnaudo Construct...	Handel Lateral Junction Box	6115.5 · Pipeline	Capital Outlay:South System Phase 2	585.00
Bill	12/26/2023	RET-SS II- App No. 4	Arnaudo Construct...	48" RCP - (Retainage \$32,568.24)	6115.5 · Pipeline	Capital Outlay:South System Phase 2	30,603.00
Bill	12/26/2023	RET-SS II- App No. 4	Arnaudo Construct...	Miller Recharge Project	6205 · Repairs & Maintenance	-Groundwater Management	654.24
Bill	12/26/2023	RET-SS II- App No. 4	Arnaudo Construct...	Cleaning SS pump	6205 · Repairs & Maintenance	.Operations Fund:South System O&M	1,311.00
Bill	01/19/2024	RET NS 1B - App No.1.	Arnaudo Construct...	42" Pipe - (Retainage \$10,550)	6115.5 · Pipeline	Capital Outlay:North System Phase 1	10,550.00
Bill	02/09/2024	RET NS 1B- App No. 2	Arnaudo Construct...	42" Pipe - (Retainage \$59,080)	6115.5 · Pipeline	Capital Outlay:North System Phase 1B	59,080.00
Bill	03/31/2024	RET NS 1B- App No. 3	Arnaudo Construct...	Pipe related work. (Retainage \$8,130)	6115.5 · Pipeline	Capital Outlay:North System Phase 1B	8,130.00
Bill	04/30/2024	RET SS II - App No.6	Arnaudo Construct...	SS Phase II - (Retainage \$4,842)	6115.5 · Pipeline	Capital Outlay:South System Phase 2	4,842.00
Bill	04/30/2024	RET NS 1B-App No. 4	Arnaudo Construct...	NS Phase 1b - (Retainage \$9,335)	6115.5 · Pipeline	Capital Outlay:North System Phase 1B	9,335.00
Bill	05/18/2024	Ret NS 1B - App No.5	Arnaudo Construct...	NS Phase 1b - (Retainage \$26,740)	6115.5 · Pipeline	Capital Outlay:North System Phase 1B	26,740.00
Bill	06/25/2024	Ret NS 1B - App #6	Arnaudo Construct...	NS Phase 1b - (Retainage \$34,016.40)	6115.5 · Pipeline	Capital Outlay:North System Phase 1B	34,016.40
Bill	09/27/2024	App #11	Arnaudo Construct...	Dream Project	6115.5 · Pipeline	Capital Outlay:Dream Project Pipeline	19,938.00
Bill	09/30/2024	App #7	Arnaudo Construct...	SS Phase II - (Retainage \$10,871.07)	6115.5 · Pipeline	Capital Outlay:South System Phase 2	217,421.39
Bill	09/30/2024	APP #7	Arnaudo Construct...	NS Phase 1b - (Retainage \$15,363.46)	6115.5 · Pipeline	Capital Outlay:North System Phase 1B	153,634.64
Total Arnaudo Construction, Inc.							608,141.17
Baumbach & Pizza, Inc.							
Bill	08/05/2024	6919	Baumbach & Pizza...	Monument Preservation Acampo Rd	6180.4 · Engineering Expense	Capital Outlay:North System Phase 1	400.00
Total Baumbach & Pizza, Inc.							400.00
Butterfield & Co.							
Bill	09/30/2024	106814	Butterfield & Co.	Accounting	6180.1 · Accounting	-G&A	1,423.00
Total Butterfield & Co.							1,423.00
Consero Solutions							
Bill	09/30/2024	2054	Consero Solutions	Grant Funding Development	6180.3 · Consulting	-Planning Fund	11,035.00
Bill	09/30/2024	2054	Consero Solutions	Other Duties	6180.3 · Consulting	-G&A	575.00
Total Consero Solutions							11,610.00
de Graaf Engineering, Inc.							
Bill	10/21/2024	1232	de Graaf Engineer...	General	6180.4 · Engineering Expense	-G&A	4,665.99
Bill	10/21/2024	1232	de Graaf Engineer...	SGMA	6180.4 · Engineering Expense	-Groundwater Management	247.00
Bill	10/21/2024	1232	de Graaf Engineer...	SS	6180.4 · Engineering Expense	.Operations Fund:South System O&M	1,121.00
Bill	10/21/2024	1232	de Graaf Engineer...	Tracy Lake	6180.4 · Engineering Expense	TLID #1	475.00
Bill	10/21/2024	1232	de Graaf Engineer...	NS	6180.4 · Engineering Expense	.Operations Fund:North System O&M	1,083.00
Bill	10/21/2024	1232	de Graaf Engineer...	SS II	6180.4 · Engineering Expense	Capital Outlay:South System Phase 2	855.00
Bill	10/21/2024	1232	de Graaf Engineer...	Wide Revenue Source/Grant Funding	6180.4 · Engineering Expense	-Planning Fund	5,234.99
Bill	10/21/2024	1232	de Graaf Engineer...	SS III	6180.4 · Engineering Expense	Capital Outlay:South System Phase 3	9,068.83
Bill	10/21/2024	1232	de Graaf Engineer...	NS General	6180.4 · Engineering Expense	.Operations Fund:North System O&M	1,938.00
Bill	10/21/2024	1232	de Graaf Engineer...	NS Pump	6180.4 · Engineering Expense	Capital Outlay:North System Pump Station	17,675.20
Bill	10/21/2024	1232	de Graaf Engineer...	SS Handel Lateral	6180.4 · Engineering Expense	Capital Outlay:Handel Lateral	2,002.50
Total de Graaf Engineering, Inc.							44,366.51
Granberg & Associates							
Bill	10/03/2024	26	Granberg & Associ...	General	6180.7 · Project Management	-G&A	570.00
Bill	10/03/2024	26	Granberg & Associ...	SGMA Grant Adm	6180.7 · Project Management	-Groundwater Management	1,567.50
Total Granberg & Associates							2,137.50
HydroFocus, Inc							
Bill	10/10/2024	5658-26	HydroFocus, Inc	Hydrologist	6180.5 · Hydrologist	-Groundwater Management	13,419.19
Total HydroFocus, Inc							13,419.19
Joe Peterson							

North San Joaquin Water Conservation District Unpaid Bills by Vendor

All Transactions								
Type	Date	Num	Source Name	Memo	Account	Class	Open Balance	
Bill	10/15/2024	October Rent	Joe Peterson	October Rent	6142 · Lease Expense	-G&A	300.00	
Total Joe Peterson							300.00	
Pacific Southwest Irrigation								
Bill	09/05/2024	104271	Pacific Southwest ...	Pumping Station for 4000 GPM#2	6115.6 · Pump Station	Capital Outlay:North System Phase 1B	74,896.60	
Bill	10/09/2024	288341	Pacific Southwest ...	Parts & Labor	6205 · Repairs & Maintenance	.Operations Fund:Recharge Project O&M	2,189.29	
Total Pacific Southwest Irrigation							77,085.89	
PG&E-601151-5								
Bill	09/20/2024	09/16-09/17/24	PG&E-601151-5	09/16-09/17/24	6235.1 · Electricity	.Operations Fund:North System O&M	705.35	
Total PG&E-601151-5							705.35	
Richard Rodriguez Farms								
Bill	09/24/2024	5130	Richard Rodriguez...	Lakso Project	6205 · Repairs & Maintenance	.Operations Fund:Recharge Project O&M	950.00	
Bill	10/14/2024	5136	Richard Rodriguez...	Tecklenburg Project	6205 · Repairs & Maintenance	.Operations Fund:Recharge Project O&M	3,200.00	
Bill	10/16/2024	0913	Richard Rodriguez...	Tecklenburg Project Labor Hours	6205 · Repairs & Maintenance	.Operations Fund:Recharge Project O&M	225.00	
Total Richard Rodriguez Farms							4,375.00	
Shasta Burns								
Bill	10/16/2024	219-Travel	Shasta Burns	October Invoice	6228 · Travel	-G&A	309.16	
Bill	10/16/2024	219	Shasta Burns	October Invoice	6180.8 · Board Clerk	-G&A	2,327.50	
Total Shasta Burns							2,636.66	
Spaletta Law PC								
Bill	10/01/2024	October Rent	Spaletta Law PC	October Rent	6142 · Lease Expense	-G&A	700.00	
Bill	10/01/2024	October Copies	Spaletta Law PC	Meeting Supplies	6145 · Meeting Supplies	-G&A	115.20	
Total Spaletta Law PC							815.20	
Stoel Rives, LLP								
Bill	10/15/2024	8039201	Stoel Rives, LLP	September Services	6180.6 · Legal	-G&A	1,526.00	
Bill	10/15/2024	8039199	Stoel Rives, LLP	September Services	6180.6 · Legal	-Groundwater Management	10,333.20	
Bill	10/15/2024	8039203	Stoel Rives, LLP	September Services	6180.6 · Legal	Capital Outlay:South System Phase 4	828.40	
Bill	10/15/2024	8039220	Stoel Rives, LLP	September Services	6180.6 · Legal	Capital Outlay:North System Phase 1	872.00	
Bill	10/15/2024	8039202	Stoel Rives, LLP	September Services	6180.6 · Legal	-G&A	3,052.00	
Total Stoel Rives, LLP							16,611.60	
TOTAL							793,587.07	

Remote Groundwater Level Monitoring for the North and South Systems

HydroFocus, Inc., October 18, 2024

For North San Joaquin Water Conservation District

Introduction and Background

The North San Joaquin Water Conservation District is seeking to recharge local groundwater by applying Mokelumne River water to agricultural fields adjacent to the north and south systems and monitor groundwater levels throughout the District. We propose to equip existing domestic and production wells with WellIntel Water-Level sensors to monitor water levels. Herein, we describe the WellIntel system and methods, results from these systems when compared to other methods such as transducers and manual measurements, and wells selected to be equipped with WellIntel sensors within the District, next steps, and costs.

Groundwater Monitoring with WellIntel Systems

The WellIntel System provides continuous groundwater-level measurements in domestic and irrigation wells using an acoustic signal. The system is attached to the well head through a pre-existing access port, an acoustic wave generator is above the well, and a small microphone hangs inside the well to receive the acoustic return signal (Figure 1). Data is transferred to the cloud using a cellular modem, which allows remote data access. Alternatively, sensor-logged data can be downloaded on site. Raw data is transformed to distance-to-water data (in feet or meters) and groundwater elevations relative to mean sea level.

For groundwater applications such as is proposed here, the WellIntel System includes a Current Transducer (CT), which automatically senses pumping events. The CT works by sensing when there is power supply to the pump, and it is simply a donut clip that goes around a pump power cable while the other end plugs into the WellIntel sensor. Using the CT provides data on whether a pump is starting, running, stopping, or recently stopped. This allows the system to distinguish between static water levels and events influenced by pumping. The system can provide alerts should something change or require attention, providing a potential benefit to landowners if a pump issue were to arise. Combining sensors on the Analytical Dashboard offers extended groundwater insights through charts, graphs, and maps. Measuring frequency and resolution of a network provides longitudinal data suitable for use in making local water use decisions, upgrading or repairing pump systems, or supporting groundwater modeling for water management decisions.

We propose to use WellIntel sensors at six wells to expand our existing monitoring of groundwater levels via pressure transducers and tape measurements. Water-level results from acoustic WellIntel sensors, pressure transducers, and manual tape measurements show positive correlation. For example, continuous measurements over a two-year period showed strong agreement between a WellIntel sensor and a pressure transducer ($R^2 = >0.9$) (Camp et al. 2021. Advanced Acoustic Technology Expands Groundwater Science: Example from Central Texas [Poster Session]. GeoGulf2021 Conference, Austin, TX, <https://wellintel.com/wp->

<content/uploads/2021/11/GeoGulf2021-Poster.pdf>). WellIntel sensors offer a reliable and accurate alternative to installation of monitoring wells and manual measurements in production wells.

Next Steps

Prior to purchasing any systems, we propose to conduct well site visits and complete a WellIntel site planning and system fit checklist for each well. Site visits will include observations and measurements of well heads to determine which WellIntel accessories are needed. The systems require ventilation. Therefore, if a system will be installed in an access port of a well seal with no other vent, a WellIntel SmartVent should be used. The vent is attached to a sensor riser, which is helpful if a well cap has any obstructions on top where the system will be installed.

System setup will involve initial calibration of each sensor to the corresponding well using water level sounder measurements. Once calibrated, the WellIntel sensors do not experience instrument drift or require recalibration unless a physical change to a well occurs. The system should be installed in the well so that the distance from the bottom of well cap or seal to the end of the sensor probe (headroom) is approximately 2 to 4 inches. Also, the measurement intervals, sensor locations, sensor heights, and display modes will be set up. Specifically, the water level readings time interval will be established, the CT will be installed, and pumping events will be tracked. The system is powered by a 9V battery connected to the port in the base of the unit.

Our monitoring plan will include remotely accessing and downloading data, which can be scheduled to auto-downloaded daily. We will periodically verify data with a depth sounder.

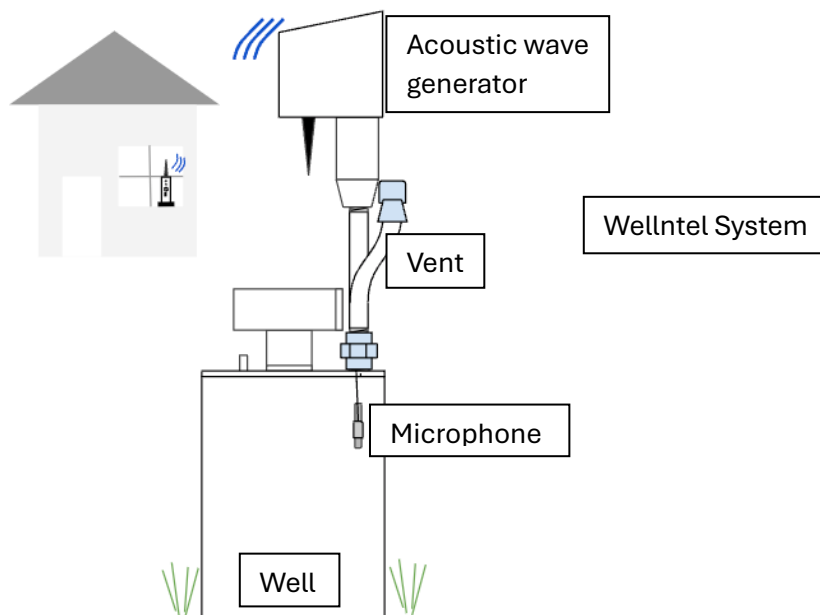


Figure 1. Diagram of WellIntel System deployed on a well and transmitting data for remote access.

Wells to be monitored

We have selected six wells for groundwater monitoring with the Wellntel System (Figure 2). Wells in the North System include the Lasko-1, Costa A and B wells (Costa C already has a transducer), and the Spaletta well. Wells in the South System include Sahi-1 and Mettler-2. Wellntel will automatically set up two separate well monitoring networks for this project, one for both the North and South systems. The two networks will be viewable separately or simultaneously on the Wellntel Analytics Dashboard.

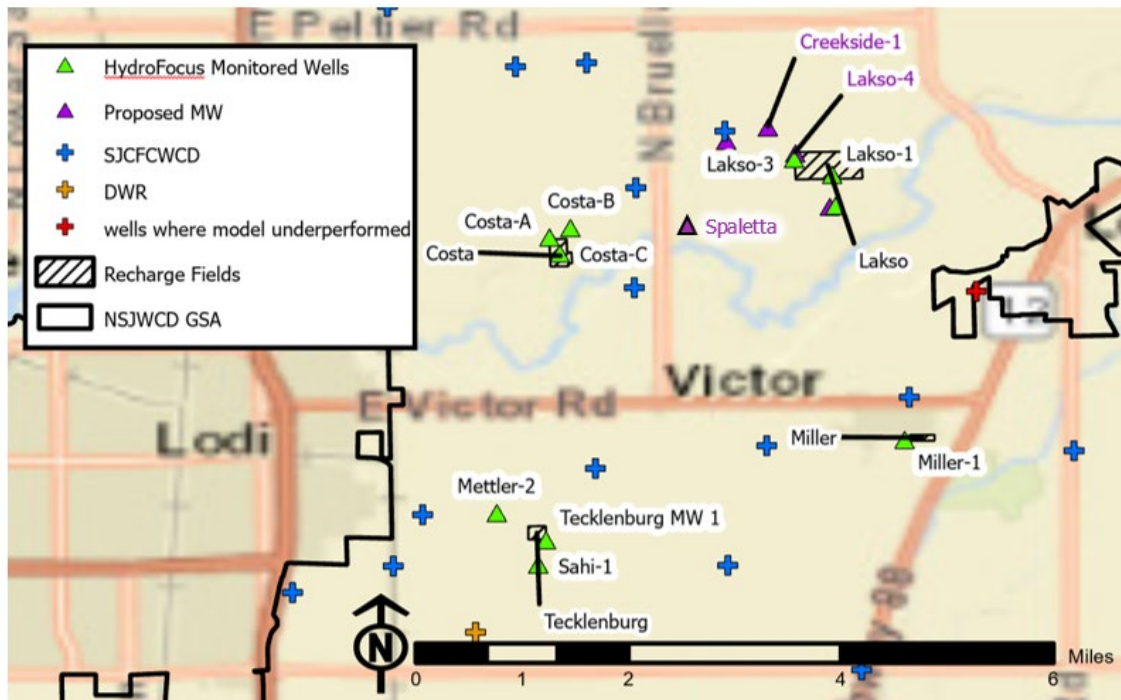


Figure 2. Selected wells to be monitored by Wellntel Systems include North system wells: Lasko-1, Costa A, Costa B, and Spaletta, and South system wells: Sahi-1 and Mettler-2.

Estimated Costs

One Wellntel system includes a water-level sensor, CT, gateway, vent/riser accessory, and battery. The total estimated cost for purchasing and remotely accessing data from Wellntel systems for six proposed wells is \$10,080. Wellntel has a 4–6-week lead-time for receiving sensors and equipment after order placement. HydroFocus currently has \$38,317.20 remaining in the groundwater monitoring budget for the North and South systems.

Equipment costs	Unit Price	Number of units	Total Price
Wellntel System	1,500	6	\$9,000
Annual cellular data subscription	180	6	\$1,080
Total			\$10,080
Installation (HydroFocus)			\$3,000

Prepared by: Steve Schwabauer, General Manager
Daniel de Graaf, District Engineer

RECOMMENDATION:

Motion: Award contract to preferred contractor for the South System Improvements - Phase IIIB Project.

DISCUSSION:

The North San Joaquin Water Conservation District South System Improvements – Phase IIIB Project Request For Proposals was distributed on October 1, 2024. A mandatory Pre-Bid meeting was held at 2:00 p.m. on October 8, 2024, at which five (5) contractors attended. Bidders were required to submit questions regarding the project to the District Engineer by October 15, 2024. Several questions were submitted during the period to submit questions. One addendum was issued to update the class of pipe required for the project.

At 10:00 a.m. on October 24, 2024, four complete bids were received. A complete bid canvas with a summary of the bids is attached.

The RFP was issued, and bids were evaluated pursuant to the District’s procurement policy. The District may award a contract for a project to a qualified bidder based on the lowest bid or the best value to the District, at the discretion of the Board.

The two lowest bids were within \$200 dollars of each other. An RFI was issued to the two lowest bidders to request information about their proposals to help evaluate and determine the best value for the district.

The low bid for the project was received from Golden State Irrigation for \$434,800.00.

The next lowest bid was received from Central Irrigation for \$435,000.00.

Based on review of the bids, the responses to the RFI and the proposed means and methods for completion of the project, staff recommends awarding a contract to Central Irrigation in the amount of \$435,000.00.

FINANCIAL SUMMARY:

This project will be funded through the District’s groundwater charge and general fund.

ENVIRONMENTAL DETERMINATION:

Environmental review has already been completed for this project.

Attachments

1 – Bid Canvas



CANVASS OF BIDS
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
SOUTH SYSTEM IMPROVEMENTS - PHASE IIIB

Bid Opening Date **10/24/2024**
 Prepared by **DD**

Item No.	Item Description	Contractor		Golden State Irrigation		Avid Water		Laurel Ag Water		Central Irrigation		Engineers Estimate	
		Required		Included		Included		Included		Included		Included	
a	Bid Package	YES		YES		YES		YES		YES		NA	
b	Addendum 1	YES		YES		YES		YES		YES		NA	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Phase IIIB													
1	Mobilization/Demobilization, Bonds, Insurance, and Permits	1	LS	\$24,000.00	\$24,000.00	\$4,500.00	\$4,500.00	\$25,287.36	\$25,287.36	\$15,000.00	\$15,000.00	\$24,000.00	\$24,000.00
2	Worker Protection	1	LS	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$2,873.56	\$2,873.56	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
3	Miscellaneous Facilities and Operations	1	LS	\$8,000.00	\$8,000.00	\$1,500.00	\$1,500.00	\$5,747.13	\$5,747.13	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
4	24" 100 PSI PVC	3,800	LF	\$61.00	\$231,800.00	\$62.66	\$238,108.00	\$63.84	\$242,592.00	\$60.00	\$228,000.00	\$116.58	\$443,000.00
5	Alpine Road Crossing	1	LS	\$13,000.00	\$13,000.00	\$12,000.00	\$12,000.00	\$60,928.33	\$60,928.33	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00
6	Basin Excavation and Compaction	1	LS	\$13,000.00	\$13,000.00	\$32,000.00	\$32,000.00	\$51,906.15	\$51,906.15	\$32,000.00	\$32,000.00	\$38,000.00	\$38,000.00
7	Valves, Meters, and Appurtenances	1	LS	\$135,000.00	\$135,000.00	\$171,433.65	\$171,433.65	\$155,342.54	\$155,342.54	\$125,000.00	\$125,000.00	\$200,000.00	\$200,000.00
		Total		\$434,800.00		\$461,041.65		\$544,677.07		\$435,000.00		\$760,000.00	



Michael J. Maurer
Partner
(213) 787-2557
michael.maurer@bbklaw.com

October 21, 2024

North San Joaquin Water Conservation District
498 East Kettleman Lane
Lodi, CA 95240

Joe Valente
Board President
[sent via e-mail to: jcvalente@softcom.net]

Steve Schwabauer
General Manager
[sent via e-mail to: steve@nsjwcd.com]

Re: Public Construction Legal Services

Dear Joe and Steve:

I want to thank both of you for consideration of Best Best & Krieger for the North San Joaquin Water Conservation District's legal needs related to public construction. Your counsel, Ms. Spaletta, provided me with some background about the District and the exciting growth that you are experiencing and anticipating. Our firm has a large public construction practice, and we would be happy to support your District in building the infrastructure it needs.

I am a partner BBK, and my practice focuses largely on advising local government agencies through all phases of the construction process, from planning and procurement through commissioning and closeout. I work with clients to develop a sound procurement strategy, selecting a project delivery method that best suits the agency's needs, and drafting procurement and contract documents to carry out that strategy. While our firm maintains a number of template contracts which enable us to efficiently prepare new documents, I also offer to work directly with your project management staff in order to ensure that the contracts we prepare are both suitable and understandable. My practice extends to other related areas, such as responding to bid protests, advising on prevailing wage and bond requirements, and applying conflict of interest laws related to public contracts.

For representative projects, I am currently advising the Metropolitan Water District of Southern California on procurement and construction for its Pure Water Southern California project, which is an ambitious endeavor to deliver over 150 million gallons per day of recycled water for recharge or potable reuse. Other large-scale projects include advising the Port of San Diego on its public-private partnership to construct a new hotel and convention center on the Chula Vista Bayfront, and advising the City of Alameda Healthcare District on a significant hospital

retrofit project. I also work with a number of our water district clients, including the Santa Clarita Valley Water Agency and the Lake Arrowhead Community Services District.

At BBK, we take a team approach to client service, and we have a deep bench of public construction attorneys that will be available to support the District. The primary supporting attorneys will be [Grant Orbach](#) and [Adam Vasquez](#). Grant is of counsel to the firm and has over a decade's experience advising public agencies, including water districts, on construction needs. Adam is an associate with the firm, whose practice also focuses on procurement and construction. Both Grant and Adam are based in our Sacramento office. Additionally, many of the projects that our firm advises on are grant-funded. While each of our team have experience with grant-funding, [Craig Hayes](#) and [Haviva Shane](#) both have unique experience with the challenges of federal funding.

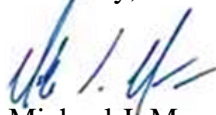
For pricing, I propose the following hourly rates:

- \$420 Partner
- \$360 Of Counsel
- \$295 Associate
- \$195 Paralegal/Other Non-Attorney Professionals

We find that a standard rate structure such as this presents the most cost-effective option, but I am always open to discussing alternative arrangements if there are suggestions. As a firm policy, we do include a CPI adjustment with all of our rates, but we can discuss when the initial increase would occur. I will also note that we performed an initial, informal conflict check, which did not indicate that we would have any conflict in representing the District. Any engagement letter would be contingent upon a formal conflict check and potential waivers, as necessary.

We truly appreciate your consideration of Best Best & Krieger, and we look forward to the opportunity to work with the North San Joaquin Water Conservation District.

Sincerely,



Michael J. Maurer
of BEST BEST & KRIEGER LLP

cc: Jen Spaletta, General Counsel

Date: 10/10/2024

To: Steve Schwabauer, General Manager
North San Joaquin Water Conservation District
P.O. Box 334, Victor, CA 95253
Steve@NSJWCD.com

From: Dan Howes, Ph.D., P.E.
Project Manager/Senior Engineer
Irrigation Training and Research Center
Cal Poly/ San Luis Obispo, CA 93407
Cell: 858-354-0504
djhowes@calpoly.edu

Subject: Proposal for ITRC-METRIC evapotranspiration for NSJWCD GSA Water Year 2024

This proposal is being submitted by the Irrigation Training and Research Center (ITRC) at Cal Poly State University, San Luis Obispo.

Scope of Work

ITRC-METRIC 2024 Water Year (October 2023-September 2024)

ITRC will provide monthly and annual ITRC-METRIC actual crop evapotranspiration (ETc) for the North San Joaquin Water Conservation District Groundwater Sustainability Agency (NSJWCD GSA) from October 2023 through September 2024. The following items will be completed:

1. LandsAT 8 and 9 images over the provided dates will be processed for the area covering the District.
 - a. A minimum of one image per month if available will be processed
 - b. During the spring and summer months, two images per month will be processed if available
2. Monthly and annual images will be cropped around the NSJWCD GSA boundary with a 5 mile buffer and provided in GIS format.
3. If requested, data will be using boundaries provided by NSJWCD or their consultant.
4. This data will be provided tabularly and monthly ETc images will be provided in GIS format.
5. Report discussing the general process and overall results will be provided.

Cost: \$12,000

Deliverables

ETc data in tabular (MS EXCEL) and other formats including images/raster data that can be used in GIS software. Data will be provided using a file transfer service (DropBox, OneDrive, or similar).

Timeline for Project

GIS data and the draft report will be provided by January 17, 2025 assuming this agreement is signed by November 1, 2024.

Contract

The person responsible for technical aspects of this contract will be:

Dan Howes
Chairman, Irrigation Training and Research Center
Cal Poly
San Luis Obispo, CA 93401-0730
djhowes@calpoly.edu

The contract will be administered by:

Cal Poly Corporation
Building #15
One Grand Avenue
San Luis Obispo, CA 93407

Note: Dr. Howes should be the contact person.

Budget

The total budget is a fixed price Fee for Service of \$12,000. The first 50% of the budget will be invoiced upon approval of this agreement with the final 50% being invoiced when the data and draft report are submitted to NSJWCD GSA. The Cal Poly Corporation requests that the NSJWCD agree to the Standard Terms and Conditions, which are attached to this proposal. The signed approval can be scanned and submitted via e-mail to Dan Howes (djhowes@calpoly.edu).

Invoicing and Payment

ITRC will submit to NSJWCD GSA (Steve Schwabauer), an invoice of the full fixed cost when transmitting the draft results.

Payment should be made payable to "Cal Poly Corporation" and sent to:

Dr. Dan Howes
Irrigation Training and Research Center (ITRC)
One Grand Ave
Bldg 8A
California Polytechnic State University
San Luis Obispo, CA 93407-0730

Authorization/Approval

Name of authorized ITRC representative: Daniel Howes



Signature of ITRC representative

10/10/2024
_____ date

Named of authorized NSJWCD representative: Steve Schwabauer

Signature of the representative:

date

**Irrigation Training & Research Center (ITRC)
Fee For Service - Standard Terms and Conditions**

This Fee For Services Agreement (“Agreement”) is made and entered into by and between the Cal Poly Corporation (“Corporation”), a nonprofit public benefit corporation and CSU auxiliary that provides support to California Polytechnic State University (“the University”), and **NSJWCD GSA** (“Client”), each individually a (“Party”) and collectively referred to as (the “Parties”). This Agreement shall be effective on the date that the last authorized signature is affixed (“Effective Date”).

WHEREAS, the Irrigation Training & Research Center (“ITRC”) is a University sanctioned center devoted to training, research, and technical support for the irrigation industry; and

WHEREAS, Corporation is a recognized auxiliary organization of University pursuant to California Education Code §89900 et seq. and the California Code of Regulations (CCR) Title 5, § 42400 et seq., and serves as University’s exclusive auxiliary through which centers and institutes are administered.

Now Therefore: In consideration of the statements and conditions herein contained, the Parties agree as follows:

- 1) **Exhibits.** The following Exhibits are attached and hereby incorporated into this Agreement:
Exhibit-A: Scope of Work & Fee Schedule
Exhibit-B: Corporation Standard Insurance Limits
- 2) **Term.** This Agreement shall terminate upon completion of the Services, unless terminated sooner in accordance with Section 9 of this Agreement.
- 3) **Services.** The Client engages the ITRC and ITRC accepts such engagement as an independent contractor to provide certain services to the Client on the terms and conditions set forth in this Agreement.
 - a. Except as provided herein or modified in writing by the Parties, ITRC agrees to provide all labor, materials, tools, and equipment necessary to complete the work described in Exhibit A: (“SCOPE OF WORK” or “SOW”), in accordance with all Exhibits and the following terms and conditions, collectively, (the “Services”).
 - b. The Client shall not control or direct the manner or means by which ITRC or ITRC’s employees or contractors perform the Services, including but not limited to, the time and place you perform the Services. The Services performed are outside the usual course of the Client’s business. ITRC is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services to be performed.
 - c. Unless otherwise stated in the SOW, ITRC agrees to furnish, the materials, equipment, supplies, and other resources necessary to perform the Services. The Client agrees to provide ITRC with access to its premises, materials, information, and systems to the extent necessary for the performance of the Services.
- 4) **Contract Price.** As full compensation for the Services and all of ITRC’s obligations hereunder, Client shall pay to ITRC the contract price agreed upon in each applicable SOW, (the “Contract Price”). The contract Price may only be increased or decreased by a written change order and as otherwise stated in this Agreement. The Contract Price shall be paid in accordance with Section 5.
- 5) **Terms of Payment.** ITRC will invoice Client for completed Services. All invoices shall be paid by Client within thirty (30) calendar days from the date of issuance noted on the invoice. All further references to “Day” or “Days” in this Agreement shall have the meaning calendar days. Client agrees to pay a late payment charge on the unpaid balance at the maximum amount permitted by law.
- 6) **Commencement and Scheduling of Services.** ITRC will not commence any Services until receipt of an executed Agreement, or equivalent written notice to proceed for such Services from Client. Notice to proceed may be given electronically via e-mail.
- 7) **Independent Capacity of the Parties.** The Parties hereto agree that ITRC, its officers, agents, and employees, in the performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of Client. Nothing in this Agreement shall be construed to create a partnership or joint venture and neither Party is authorized to act as agent or bind the other Party except as expressly stated in this Agreement. Except as expressly provided in this Agreement, neither Party shall be authorized to enter into any contract, lease or other arrangement in either Party’s name, account, nor by which either Party would be legally bound or held liable. ITRC agrees to perform the assignment under the general direction of Client, but ITRC shall determine, in ITRC’s sole discretion, the manner and means by which the assignment is accomplished.
- 8) **Use of University or Corporation Marks.** Client shall not use any image, logo, mark or intellectual property of Corporation or University in any manner or form without the express written consent of Corporation or the University, respectively. This includes

the use of Client logos or other marks in conjunction with Corporation or University logos, which must be pre-approved by the Corporation and the University.

- 9) **Termination.** Either Party shall have the right to terminate this Agreement at any time for its convenience, upon (15) Days' written notice. Client shall pay ITRC within thirty (30) Days of the termination date, for all completed Services and any equipment and materials ordered through the effective date of such termination. ITRC agrees to provide copies of supporting documentation upon Client's request. ITRC agrees to use commercially reasonable efforts to return or redistribute any materials procured by ITRC prior the effective date of such termination. Any incomplete Services in progress at the time of termination will be billed on a prorated basis, as determined in the sole discretion of the ITRC.
- 10) **Confidentiality.** ITRC shall keep documents and information identified by Client as confidential to the extent permitted by law and will not disclose any such information to third parties. If required by law Client shall reimburse ITRC for all reasonable associated costs. ITRC may publish announcements and summaries containing nonconfidential information about this project in campus newsletters and annual report and other published documents on campus.
- 11) **Ownership of Work Product.** Data or information provided to ITRC by the Client shall remain the Client's property. Upon full payment to ITRC for Services performed by ITRC, data or information generated by ITRC for the Client shall become the Client's property. ITRC expressly reserves the right to retain copies of such documents for its own use. The proprietary information and methodologies of the ITRC utilized in connection with the services hereunder, including but not limited to any and all analytical methods, quality assurance/quality control protocols, and equipment developed by ITRC for Services performed by ITRC shall at all times remain the exclusive property of the Corporation. ITRC developed reports are for the exclusive use of the Client to whom they are commissioned.
- 12) **Indemnification**
 - (a) Client shall defend, indemnify and hold harmless the Cal Poly Corporation, the California State University and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence, recklessness, or willful misconduct of Client, its officers, subcontractors, assignees, appointees, agents, or employees.
 - (b) Corporation shall defend, indemnify and hold harmless the Client, and each of their officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence, recklessness, or willful misconduct of Corporation, its officers, subcontractors, assignees, appointees, agents, or employees.
 - (c) Limitation of Liability. EXCEPT FOR AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO SECTION 12(b), CORPORATION'S TOTAL LIABILITY TO CLIENT UNDER OR ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO ITRC DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
- 13) **Representations and Warranties.** Client expressly acknowledges and understands that ITRC will perform the Services only as specified by Client in the applicable SOW agreed upon and accepted by ITRC. By their very nature, technical services, testing, analysis and other ITRC services are limited to expected measurement variability. ITRC represents that the Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by other providers of similar services under similar circumstances.
 - (a) Additional Representations and Warranties. The Parties each hereby represent and warrant to the other Party as follows: (i) that it has full power, authority and capacity to enter into this Agreement and to perform all its obligations hereunder, and (ii) that it is not bound by any other agreement, arrangement, judgment or order which would be violated as a result of its entering into this Agreement or performing any of its obligations hereunder, (iii) by performing services hereunder, ITRC does not assume, shorten, cancel or undertake to discharge any duty or responsibility of Client to any other party or parties. (iv) no one other than Client shall have any right to rely on any Report or other representation or conduct of ITRC, and ITRC disclaims any obligations of any nature whatsoever with respect to such person.
- 14) **Insurance.** Corporation maintains insurance coverage for its employees to perform the Services as outlined in Exhibit-B. In the event Client seeks greater protection than that provided by Corporation, Client shall, at its sole effort and expense, obtain and carry such additional coverages as Client deems appropriate via Client's own 3rd party carrier.
- 15) **Resolution of Disputed Claims.**
 - (a) Dispute Resolution.

1. Informal Consultation. The Parties shall first endeavor to resolve any differences which may arise between them by discussion and negotiation rather than litigation.
2. Mediation. If the Parties are unable to resolve their controversy or dispute by consultation and mutual agreement within 30 days of a Party first raising the controversy or dispute, the Parties agree to attempt in good faith to resolve the dispute through confidential, non-binding mediation, using an experienced mediator mutually agreed upon by the Parties. A mediation session shall be scheduled within 30 days from the failure of informal consultation to resolve the dispute, or as soon after said 30-day period as the agreed upon mediator's schedule will allow. The requirement of good faith shall be satisfied by each Party preparing a brief, written statement of that Party's position to be submitted in advance to the mediator and to the other Party and by attending at least one mediation session of at least 6 hours duration. Each Party will bear its own costs associated with the mediation and the costs of the mediator will be split equally between the Parties. If the Parties are unable to agree on a mediator, the matter will be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") to administer the mediation. JAMS shall have the right and the obligation, pursuant to its rules and procedures, to select a mediator for the Parties. If, for any dispute or claim to which this Section applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action.

- (b) Choice of Law. The parties agree that California law shall govern the construction, interpretation, validity, and enforcement of this Agreement and shall be applied in any mediation or judicial proceeding to resolve all disputes between them.
- (c) Attorneys' Fees. Except as expressly provided in this Agreement, in any action or proceeding brought to enforce any provision of this Agreement or arising out of or in connection with the relationship of the Parties hereunder, the prevailing party shall be entitled to recover against the other its reasonable attorneys' fees and/or arbitration or court costs in addition to any other relief awarded by the court. As used in this Agreement, the "prevailing party" is the party who recovers greater relief in the action.

- 16) **Notices:** All notices, requests, consents, claims, demands, waivers, and other communications (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth below (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email, [facsimile (with confirmation of transmission),] or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if: (a) the receiving party has received the Notice; and (b) the party giving the Notice has complied with the requirements of this Section.

CAL POLY CORPORATION	ADDRESS
1 GRAND AVE., BUILDING 15	ADDRESS
SAN LUIS OBISPO, CA 93407	ADDRESS

17) **Force Majeure.**


- (a) Neither Party shall be liable for any failure to perform its obligations under this Agreement for the period of time that it is prevented, hindered, or delayed in performing those obligations by circumstances beyond its control, including, but not limited to, fire, strike, war, riots, acts of terrorism, disaster, acts of God, acts of any governmental authority, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials, or equipment, disruption of transportation, or any other comparable event beyond the control of the Party whose performance is affected (each, a "Force Majeure Event").
- (b) The Party claiming Force Majeure shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event, provide written notice to the other Party of the nature, extent, and expected duration of the Force Majeure Event and use its diligent efforts to mitigate the effects of the Force Majeure Event upon such Party's performance under this Agreement, it being understood that upon completion of the Force Majeure Event, the Party whose performance was affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Agreement.
- (c) Notwithstanding any other term in this Agreement, including, but not limited to, the foregoing subsections of this section 15, during the period of a Force Majeure Event affecting performance by ITRC, Corporation may elect to do all or any of the following:
 - i. suspend the Agreement for the duration of the Force Majeure Event and be relieved of any performance obligation for Services not delivered or accepted due to the Force Majeure Event;
 - ii. extend the time for ITRC's performance by a period equal to the duration of the Force Majeure Event; and/or
 - iii. terminate the Agreement as to any Services not already performed with no further performance obligation if the Force Majeure Event continues to exist for more than thirty (90) Days. Upon termination under this Section, ITRC shall thereupon discontinue such Services and use reasonable commercial efforts to reduce or otherwise mitigate any expense to Client. Client shall pay Corporation for any Services performed up to the date of termination.

18) **General Provisions.**

- (a) Export Compliance. The client shall not export, directly or indirectly, any technical data acquired from the Corporation, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.
- (b) Amendments. This Agreement may be modified or amended in writing signed by authorized signatories of the Parties, including changes altering, adding to, or deducting from the Agreement terms and conditions, provided that such changes are within the general scope of the Agreement.
- (c) Severability. If any provision of this Agreement shall be, or shall be adjudged to be, unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions and shall in no way affect the validity of this Agreement.
- (d) Waiver. A waiver by either Party of any terms or conditions, provisions, or covenants of this Agreement in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and shall not be in limitation of any other right, remedy, undertaking, obligation, or agreement of either Party.
- (e) Assignment & Delegation. Neither Party shall assign any right or subcontract any of its obligations, except as expressly allowed in the Agreement, without the prior written approval of the Party whose interest would be affected by such assignment of rights or delegation of duties.
- (f) Successors. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the Parties hereto.
- (g) Time is of the Essence. Timely performance of all obligations by each Party is expressly agreed to be important of this Agreement, and failure to so perform is a material breach of the Agreement.
- (h) Priority of Documents. In the event of conflicting provisions between any of the contract documents, the provisions shall govern in the following priority: first, duly executed amendments to these general terms and conditions, second, these contract general terms and conditions, and third, the other contract documents.
- (i) Counterparts. This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic means shall constitute effective execution and delivery of this Agreement and shall have the same force and effect as copies executed and delivered with original signatures.
- (j) Entire Agreement. These general terms and conditions, together with the contract documents constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any uncertainty or ambiguity, this document shall not be interpreted against its drafter and the provisions of Civil Code § 1654 are expressly waived.

Authorization/Approval

Name of authorized ITRC representative: Daniel Howes



Signature of ITRC representative

10/10/2024

date

Name of authorized CPC representative:

Signature of ITRC representative

date

Named of authorized NSJWCD GSA representative:

Steve Schwabauer

Print name of representative

Signature of the representative

date



Memorandum

To North San Joaquin Water Conservation District
From Daniel de Graaf, P.E.
Subject District Engineer Report
Date 10/28/2024

The following summarizes the status of current projects, upcoming work to be completed, and the anticipated schedules and project milestones.

South System

Operation of the South System has been ongoing, diverting approximately 6 CFS for recharge at the Tecklenburg basin and irrigation deliveries along the south system. Fish screen operation has continued successfully through the pulse flows.

The additional South System pump has been delivered and is being assembled at the supplier. The VFD and electrical equipment will likely be available for delivery in January. Timing for installation will be coordinated with operations and will be scheduled to reduce operational interruptions to a minimum.

Phase III is scheduled for start of construction November 1. We will be working with the landowners and the contractor to coordinate schedules and construction windows to minimize interruptions to farming activity.

Handel Lateral

The Handle Lateral 60% plans are complete and discussions with landowners are ongoing. We are moving forward with preparing plans for the western half of the project where easements are existing.

Eastside Ditch

The east side ditch has been operational and is being used regularly to deliver irrigation water as needed. The survey documentation of the East Ditch is complete and under review. Staff met to discuss next steps for this project. Additional landowners that would be served downstream have reached out to the district and we are currently evaluating improvements to the system required to meet that demand.

DREAM Project and Pixley Pipeline

Minimal activity has occurred recently at the Dream and Pixley pump station. The system is fully operational however, ongoing intermittent issues with the VFD were not resolved during the summer and we will need to evaluate next summer if problems persist if a solution is not determined prior.

Tecklenburg Recharge Basin

Operation of the project has been ongoing since February and will be shut down for the duration of Phase III construction.

Bids were received and reviewed for a recommendation to the board to award a contract to install the phase IIIB 24" mainline to the basin.

Tracy Lakes Improvement District

Tracy lake operation has been ongoing as need to maintain the lake levels for irrigation. We have likely completed the last fill of the lake prior to drawdown for winter flows.

North System

PG&E completed installation of the service for the temporary pumps and the system is operational. Operations have been ongoing since harvest with the flows ranging from approximately 1500 GPM to 3,000 GPM delivering 6-12 acre-feet per day on the site for recharge.

Installation of the Phase 1B 42" line is complete. Testing of the line was started on the 17th and a leak was located. Upon final testing and satisfactory results, pavement will be placed back in the driveways along Acampo Rd. An evaluation of the system downstream determined that the existing valves in the system are frozen shut and that any testing of the system would require extensive demolition work and would also eliminate any control of water in the system.

North System Pump

Conceptual plans have been completed and we are working on a set of plans for review and submittal to agencies.

Cal-Fed Pump

The Costa field recharge project has been restarted. The fish screen is experiencing some issues because of a faulty drive assembly for the brushes that needs to be replaced. Once that is complete, operation will be more successful.

Staff is working to get proposals for upgrading the pump station including installation of new discharge piping and appurtenances, installation of additional catwalk area, and installation of a variable Frequency Drive.

Monitoring Wells

Staff is working with landowners to acquire easements for the remaining two wells and hopes to have them soon. Upon obtaining the additional easements, staff will release the contractor to begin installation.

PREPARED BY: Petrea Marchand, Consero Solutions
Steve Schwabauer, General Manager

RECOMMENDATION: Receive Update on North San Joaquin Water Conservation District Project Funding Requests and Grant Opportunities

BACKGROUND:

Consero Solutions provides monthly reports on funding opportunities for which the District has applied or for which the District is considering applying.

DISCUSSION:

1. U.S. Bureau of Reclamation WaterSMART Drought Response Program

Project Name: South System Modernization Project, Phase 4
Amount Requested: \$3 million (compared to \$5 million in FY 2024)
Amount of Cost Share: 50%
Application Submitted: **October 4, 2025**

Status: The Board approved the District’s intent to apply for the South System Modernization Project, Phase 4 at the July 29, 2024 Board meeting. The General Manager worked with Consero Solutions to submit the FY 2025 grant application on October 4, 2024. The U.S. Bureau of Reclamation is now reviewing applications and anticipate announcing selections in March 2025.

Context: The WaterSMART Drought Response Program is an annual program which receives money through the annual federal appropriations process, but in the last couple of years also received an infusion of funding from the Bipartisan Infrastructure Law. The program typically limits applications to \$2 million and only provides between \$30 million and \$40 million in awards. The District applied unsuccessfully for a \$5 million grant from the program 2023-24 cycle for the South System Modernization Project, Phase 4. District staff met with WaterSMART grant managers on May 30, 2024 to review the District’s previous application.

2. California Department of Food and Agriculture Office of Environmental Farming and Innovation State Water Efficiency and Enhancement Program Direct to Producer Grant Program (SWEEP)

Project Name: N/A
Amount Requested: Up to \$200,000 per grower
Amount of Cost Share: Encouraged, but not required
Release Request for Grant Application: **TBD 2025**
Application Due: **TBD 2025**

Status: No update since the last Board meeting. The Governor signed 2024-25 State budget legislation on June 29, 2024. The 2024-25 State budget contains a total of \$40 million for SWEEP programs. The proposed 2024 climate action bond contains an additional \$40 million for SWEEP activities “to promote on farm water use efficiency with a focus on multiple-benefit projects that

improve resilience to climate change and save water on California agricultural operations” (pg. 27). Funds in the bond are specifically aimed at “projects that provide meaningful and direct benefits to socially disadvantaged farmers and ranchers” (pg. 27). Consero continues to reach out to CDFA staff to for updates on the timing of the next funding round. CDFA has not yet announced the date of future solicitations.

Context: The Department released the SWEEP Direct-to-Producer Grant Program guidelines and request for applications on November 28, 2023 and then postponed the solicitation in December 2023. On January 10, 2024, the Governor announced as part of his proposed 2024-25 State budget the delay of this grant program to 2025. District landowners may still apply for grants from the SWEEP Block Grant Pilot Program for the same purpose, which the District has rolled out with Stockton East this spring and for which some landowners have already applied. The Direct-to-Producer Grant Program is different from the SWEEP Block Grant Pilot Program in that it will award grants directly to growers. The Department has confirmed they will not exclude growers in the service areas of SWEEP Block Grant Pilot Program awardees like the District. At the March District Board meeting, the Board approved signing a letter from agricultural interests to support the inclusion of SWEEP funding in the climate action bond.

3. Proposition 4 - Proposed 2024 Climate Action Bond

Status: California Proposition 4: the Parks, Environment, Energy, and Water Bond Measure is on the November 5, 2024 ballot and is polling in the high 50s as of mid-October, meaning just below 60% of registered voters are likely to vote for the bond (a majority vote is needed to pass). If the bond passes, it likely will take the State some significant time to sell the bonds and make the funding available to state agencies for distribution since the State currently has almost \$30 billion in unsold bonds from other voter-approved initiatives.

Context: On July 3, 2024, the Governor signed SB 867, the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (climate action bond), which placed Proposition 4 on the ballot. The bond authorizes \$10 billion in state general obligation bonds for various projects to reduce climate risks and impacts and prioritizes projects benefitting disadvantaged communities. The bond contains \$193 million for the California Department of Water Resources Sustainable Groundwater Management Program, \$100 million for integrated regional water management, \$40 million for the State Water and Energy Efficiency Program (SWEEP), and funding for other projects of interest to the District. Given State money may be less available in FY 2024-25 and future years due to the State’s budget deficit, Consero recommends an aggressive effort to secure any remaining federal funds from the Infrastructure Investment and Jobs Act in 2024-25, as well as designing projects in 2024 and 2025 to prepare for the potential release of new State bond funding in 2025 and 2026. The District engaged in the climate action bond discussion because the State’s budget deficit resulted in no significant funding in the proposed 2024-25 budget for grant programs of interest to the District, such as SGMA. As a result, Consero expects limited future funding rounds for these programs until voters approve the climate action bond or State grant programs funded by the Greenhouse Gas Reduction Fund provide funding for groundwater sustainability.