



### Board Members:

Chairman  
South San Joaquin  
Irrigation District  
Robert Holmes

Vice Chairman  
Stockton East Water  
District  
Mel Panizza

California Water Service  
Company  
Craig Stevens

Central Delta Water  
Agency  
George Biagi Jr.

Central San Joaquin Water  
Conservation District  
Richard Wagner

City of Lodi  
Alan Nakanishi

City of Manteca  
Regina Lackey

City of Stockton  
Michael Blower

Eastside San Joaquin GSA  
Gary Tofanelli

Linden County Water  
District  
Myron Blanton

Lockeford Community  
Services District  
Mike Henry

North San Joaquin Water  
Conservation District  
Jason Colombini

Oakdale Irrigation District  
Eric Thorburn

San Joaquin County  
Paul Canepa

South Delta Water Agency  
Dean Ruiz

Woodbridge Irrigation  
District  
Keith Bussman

## Board of Directors

### AGENDA

Wednesday, June 10, 2026

10:30 a.m. – 12:00 p.m.

San Joaquin County Council of Governments  
555 E. Weber Avenue, Stockton, CA 95202

#### I. Call to Order/Pledge of Allegiance & Roll Call

#### II. Additions to the Agenda

*(The Board may add an item to the agenda if, upon a two-thirds vote, the Board finds that there is a need for immediate action on the matter and the need came to the attention of the Authority after the posting of this Agenda)*

#### III. Public Comment

*(Members of the public may address the Board on any matter related to the Authority that is not included on the Agenda. Comments are limited to three (3) minutes per person.)*

#### IV. Presentations

- A. ESJGWA 2025 Annual Report – Woodard & Curran

#### V. Action Items

- A. Approval of April 8, 2026, Meeting Minutes - [Page 3](#)
- B. Adoption of Proposed Fiscal Year 2026-2027 Grant Fund Budget Totaling **\$781,948** in Appropriations - [Page 5](#)
- C. Adoption of the Proposed Fiscal Year 2026-2027 Budget Totaling \$3,357,000 in Revenues and Appropriations and the Proposed Cost Allocation to ESJGWA Members Totaling \$664,753 - [Page 8](#)
- D. Approval of an Independent Contractor Agreement for Executive Director Services with First Water Partners, Inc. and assign responsibility for ARPA Grant projects - [Page 12](#)

**VI. Authority Staff/Agency Reports**

- A. Julia D. Berry, ESJGWA Executive Director
- B. Chelsea Spier, Department of Water Resources

**VII. Directors' Comments and Project Status Reports**

**VIII. Adjournment**

**Next Meeting**

July 8, 2026

San Joaquin County Council of Governments  
555 E. Weber Avenue, Stockton, CA 95202

*Items on the Agenda may be taken in any order.*

*Action may be taken on any item listed on the Agenda.*

*Writings relating to open session Agenda items that are distributed to members of the Board of Directors will be available for inspection at the San Joaquin County Public Works Water Resources office, excluding writings that are not public records or are exempt from disclosure under the California Public Records Acts.*

*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.*

**ZOOM LINK:**

<https://sjcog.zoom.us/j/82989811836>

Phone One Tap:  
**+16694449171,,82989811836#**  
DIAL: +1 669 444 9171  
Meeting ID: 829 8981 1836  
Passcode: 903992

**EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY**  
**Board of Directors**  
**Meeting Minutes**  
**April 8, 2026**

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

The Eastern San Joaquin Groundwater Authority (GWA) Board Meeting convened at the Council of Governments building at 555 E. Weber Ave. Stockton, CA 95202. At approximately 10:30 a.m., the meeting was called to order by Chairperson Holmes.

**In attendance were Directors and Alternates:** Craig Stevens, Regina Lackey, Mike Henry, Jason Colombini, Scot Moody, Paul Canepa, Keith Bussman, Secretary Najee Zarif, Vice Chairperson Mel Panizza, Chairperson Robert Holmes, Dante Nomellini, Steve Knell, Travis Kahrs, Christy McKinnon, and Douglas Smith

**Directors Absent:** George Biagi, Richard Wagner, Alan Nakanishi, Michael Blower, Gary Tofanelli, Myron Blanton and Dean Ruiz

**Members of the Public in attendance:** Julia Berry, Melissa Anna, Chelsea Spier, Brandon Warmerdam, Steve Schwabauer, Nancy Munoz, Brittany Harker and Tara Khan

**II. ADDITIONS TO THE AGENDA**

No additions were added to the agenda.

**III. PUBLIC COMMENT**

No public comments were recorded.

**IV. PRESENTATIONS**

**1. SGMA Portal Update and Data Management Approach**

There are 53 wells in the Representative Monitoring Network, and data is entered and updated in the SGMA Portal at this time.

**2. FY 2026-2027 Draft ESJGWA Budget**

ED Berry presented the draft 2026-2027 Budget. The ad hoc Executive Committee met in February and approved the draft 2026-27 ESJGWA Budget. A two-month period will follow to allow for questions and comments from member agencies and members of the public. Member dues were kept flat, using the same rate and calculation method that has been in place since 2019.

The Well Mitigation program has been fully funded at \$200,000. Reserve funds for the 2030 Periodic Evaluation are currently at \$200,000. The Executive Committee agreed to fund engineering services that will be selected from the list of approved contractors identified through the RFP process completed in 2025. No action was taken on the proposed budget.

**A. ACTION ITEMS**

**1. Approval of March 11, 2026, Meeting Minutes**

**Motion:** Scot Moody

**Second:** Mike Henry

**Vote was unanimous.**

**2. Cancel May 13, 2026, Board of Directors Meeting**

**Motion:** Regina Lackey

**Second:** Vice Chairperson, Mel Panizza

**Vote was unanimous.**

**V. Authority Staff/Agency Reports**

1. **Julia D. Berry, ESJGWA Executive Director** – No staff report given.
2. **Chelsea Spier, Department of Water Resources** – The first scoping meeting has been scheduled for the Proposition 40 Grant on April 30, 2026, and the email and link to registration went out last week.

**VI. Directors' Comments and Project Status**

Chairperson Holmes commented that the North San Joaquin Conservation District hosted a water forum last week at the Grape Festival Grounds in Lodi, CA. The event was well attended, featured excellent presentations, and had strong board participation. A presentation was given by Executive Director Julie Berry at the meeting.

Director Paul Canepa shared that the golden mussel issue is becoming increasingly serious. Efforts are underway to fund a dip tank, and the Smith Canal gates recently required extensive cleaning. He noted concerns about how this problem could potentially impact farmers in the area. The County is working to collect data and identify solutions. Input is welcomed through the task force.

**VII. Adjournment at 11:09 a.m.**



# EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY

**STAFF REPORT**

**Meeting Date: June 10, 2026**

**TO: ESJGWA Board of Directors**

**SUBJECT: Adoption of the Proposed Fiscal Year 2026-2027 Grant Fund Budget (21452)  
Totaling \$781,948 in Appropriations a (2/3 Vote of Directors Present)**

**Date: May 27, 2026**

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## **Recommendation**

Staff recommend that the ESJGWA Board of Directors adopt the proposed ESJGWA 2026-2027 SGMA Grant Budget (Fund 21452) totaling \$781,948 in appropriations.

In accordance with the ESJGWA Joint Exercise of Powers Agreement Article 4.7.a., the proposed Budget must be approved by a Supermajority Vote defined as two-thirds (2/3) of the Directors present.

## **Reasons for Recommendation**

In 2022, the ESJGWA applied for and received \$7,600,000 from the Department of Water Resources' (DWR) Sustainable Groundwater Management Implementation Grant (SGMA Grant). ESJGWA filed the SGMA Grant application on behalf of three GSA Member project proponents; San Joaquin County (County), the City of Stockton (Stockton) and North San Joaquin Water Conservation District (NSJWCD). For transparency and accounting purposes, SGMA Grant funds are accounted for and tracked in a separate budget unit.

**Fiscal Impact:** There is no additional cost to the ESJGWA. Grant administration costs are built into each funded project and in the overall management of SGMA Grant funds which are reimbursable by DWR or the project proponent.

## **Attachments**

Proposed FY **2026-2027** Budget for ESJGWA Grant Fund 21452

**SGMA IMPLEMENTATION GRANT FUND**  
**Proposed Budget**  
**2026-2027**

FY 2026-2027		Actual	Actual	Actual	YTD	Estimated	BUDGET	BUDGET	BUDGET	BUDGET
Fund/ Department: 2098FD-20654CC (21452/2910000000)		2022-23	2023-24	2024-25	2025-26	2025-26	2023-2024	2024-2025	2025-2026	2026-2027
Fund Name: SGMA Implementation Grant Fund					4/30/2026		APPROVED	APPROVED	APPROVED	Proposed
<b>Fund Balance</b>			(37,976)	483	753,246	753,246			753,247	26,948
<b>Account Number</b>	<b>Account Description</b>									
<b>Revenue</b>										
40149RC 4400000000	Interest	(28)	2,252	12,474	56,100	56,100				5,000
41791RC 4527600500	State- DWR -SGMA Grant		970,781	2,742,810	2,149,906	3,136,408	7,600,000	6,630,000	3,886,408	750,000
40534RC 4574003020	Other Govt Aid (Fr Local Proj Sp.)					65,844		118,000	111,745	
<b>Total Revenue</b>		(28)	973,033	2,755,284	2,206,006	3,258,352	7,600,000	6,748,000	3,998,153	781,948
<b>Expenditures</b>										
60481SC 6220001000	Auditor's PR and A/P Charges			211		215				300
60425SC 6221000000	Professional Services	20,352	35,039	50,896	29,859	52,790		135,000	75,105	20,000
60481SC 6221020900	County Counsel Legal Svs	2,984								
61259SC 6221019500	Professional Services Other Grants		883,383	1,935,066	263,210	631,551	4,300,000	3,300,000	1,381,551	750,000
60425SC 6221100802	Prof. Services-Water Resources	14,612	14,662	16,306	8,868	15,000		13,000	5,000	11,548
60425SC 6221100810	Professional Services - Admin		1,490	41	72	150				100
62171SC 6601030100	Operating Transfer Out (MRWPA)					3,284,944	3,300,000	3,300,000	3,300,000	
<b>Total Expenditures</b>		37,948	934,574	2,002,520	302,009	3,984,650	7,600,000	6,748,000	4,761,656	781,948
<b>Fund Balance</b>		(37,976)	483	753,247	2,657,243	26,948	0	0	(10,256)	0

# Before the Board of Directors

Eastern San Joaquin Groundwater Authority  
A Joint Powers Authority, State of California

B-26-XX

## **APPROVAL OF THE EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY FISCAL YEAR 2026-2027 SGMA IMPLEMENTATION GRANT FUND BUDGET**

THIS BOARD OF DIRECTORS HEREBY approves the Eastern San Joaquin Groundwater Authority FY 2026-2027 Grant Fund Budget (2098FD) as follows:

1. Revenue appropriations in the amount of \$755,000
2. Expenditure appropriations in the amount of \$781,948

I HEREBY CERTIFY that the above order was passed and adopted at a Regular Meeting held on June 10, 2026, by the following vote of the Board of Directors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: ROBERT HOLMES  
Chair of the  
Eastern San Joaquin Groundwater Authority

BY: \_\_\_\_\_



**TO: ESJGWA Board of Directors**  
**FROM: Julia Berry, Executive Director**  
**SUBJECT: Adoption of Proposed ESJGWA Fiscal Year 2026-2027 Budget and GSA Member Cost Allocation**  
**Date: May 27, 2026**

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### **Recommendation**

Staff recommend that the ESJGWA Board of Directors adopt the proposed ESJGWA FY 2026-2027 Budget totaling \$3,357,000 in appropriations to be offset by revenues including a carryover of the existing fund balance with no increase to the proposed GSA Member Dues in the amount of \$664,753. Staff further recommend the Board of Directors also adopt the allocation of GSA Member Dues as calculated by the formula currently in use by ESJGWA.

In accordance with the ESJGWA Joint Exercise of Powers Agreement Article 4.7.a., the proposed Budget must be approved by a Supermajority Vote defined as two-thirds (2/3) of the Directors present.

### **Reasons for Recommendation**

The proposed Budget was presented to the ESJGWA Board on April 8, 2026, with direction for each GSA to go back to their respective board or council for feedback with the expectation to return on June 10, 2026, to adopt the proposed Budget. Neither the Executive Committee nor staff have received any comments on the proposed Budget as presented on April 8, 2026.

The total proposed FY 2026-2027 Budget is a balanced budget, totaling \$3,357,000 in appropriations, offset by a projected carryover of \$2,652,878 from the fund balance, \$225,000 contribution from San Joaquin County Water Investigation Zone No. 2, and \$664,753 in GSA Member Contributions.

The proposed Budget for the next fiscal year assumes that staff services provided by San Joaquin County transition to the Executive Director with the exception of *Budget Item 15 - Meetings (Clerk and Records)* and *Budget Item 16 - Budget, Contracting and Accounting*. Article 4.10 of the Joint Powers Authority Agreement designates “the County of San Joaquin to serve as administrator and secretary of, and keeper of records for, the Authority.” Secondly, Article 5.7 reads “The Treasurer of the County of San Joaquin shall (i) be the depositary of the Authority, (ii.) have custody of all funds of the Authority, and (iii) have the duties and obligations of the Treasurer...” In accordance with the Agreement, these duties will continue to be performed in partnership with County staff at the direction of the Executive Director.

The budget also assumes the unrestricted portion of the fund balance totaling \$0 on July 1, 2027, and the restricted portion of the fund balance is expected to total \$400,000 with \$200,000 reserved for the Domestic Well Mitigation Program and \$200,000 reserved for the 2030 GSP/Periodic Evaluation.

The proposed budget is balanced in part by the collection of GSA Member Dues. The proposed GSA Member Dues to be collected in 2026-2027 are not increasing from the prior year. The proposed amount to be allocated among the 16 GSAs is \$664,753. The allocation formula is based on both groundwater pumping and population and has been in use by ESJGWA since 2019.

<b>FY 2026-2027 Recommended GSA Member Allocation</b>						
<b>GSA</b>	<b>Minimum</b>	<b>Pumping</b>	<b>Population</b>	<b>Eastside GSA Zone 2 Adjustment</b>	<b>Total</b>	<b>%</b>
CDWA	\$10,000	\$3,640	\$549	\$(1,000)	\$13,189	2.0%
CSJWCD	\$10,000	\$52,570	\$2,710	\$(1,000)	\$64,280	9.7%
Eastside SJ GSA	\$10,000	\$24,049	\$3,536	\$15,000	\$52,585	7.9%
LCSD	\$10,000	\$437	\$525	\$(1,000)	\$9,961	1.5%
LCWD	\$10,000	\$184	\$949	\$(1,000)	\$10,133	1.5%
Lodi	\$10,000	\$5,499	\$19,593	\$(1,000)	\$34,092	5.1%
Manteca	\$10,000	\$7,190	\$21,649	\$(1,000)	\$37,839	5.7%
NSJWCD	\$10,000	\$55,353	\$7,402	\$(1,000)	\$71,755	10.8%
OID	\$10,000	\$15,131	\$637	\$(1,000)	\$24,767	3.7%
SDWA	\$10,000	\$1,716	\$2,403	\$(1,000)	\$13,120	2.0%
SEWD	\$10,000	\$62,499	\$13,854	\$(1,000)	\$85,353	12.8%
SJC #1	\$10,000	\$28,195	\$5,678	\$(1,000)	\$42,873	6.4%
SJC #2	\$10,000	\$3,099	\$13,398	\$(1,000)	\$25,497	3.8%
SSJGSA	\$10,000	\$22,735	\$12,825	\$(1,000)	\$44,561	6.7%
Stockton	\$10,000	\$8,724	\$93,334	\$(1,000)	\$111,058	16.7%
WID GSA	\$10,000	\$11,831	\$2,859	\$(1,000)	\$23,689	3.6%
	<b>\$160,000</b>	<b>\$302,852</b>	<b>\$201,901</b>		<b>\$664,753</b>	<b>100.0%</b>

**Attachments**

Proposed FY 2026-2027 Budget

ESJGWA Budget 2026-27 DRAFT PROPOSAL  
As of April 2, 2026

		PROPOSED 2026-27 BUDGET					APPROVED 2025-26 BUDGET		
		Vendor Contract	County	ED	TOTAL	Total YTD 2/28 Actuals	Vendor Contract	County	TOTAL
1	<b>Fund Balance (with ARPA Grant)</b>				<b>2,652,878</b>	<b>2,652,878</b>			<b>2,652,878</b>
2	GWA GSA Cost Allocation				664,753	664,752			664,753
3	Other Gov't Aid from Zone 2				225,000				225,000
4	State (DWR) Sustainable GW Grant				-				
5	Interest Income					88,216			
6	Rebates and Refunds								
7	<b>Total Fiscal Year Revenue</b>				<b>889,753</b>	<b>752,968</b>			<b>889,753</b>
8	<b>Expenses</b>								
9	<b>Professional Services</b>						-	-	-
10	Professional Services - Executive Director (ED)	350,000			350,000	128,068	324,000	-	324,000
11	GW Acctg/Net Impact Model - Zanjero	150,000			150,000		150,000		150,000
12	GW Data Collection/Monitor - Condor	145,000		15,000	160,000	47,538	100,000	15,000	115,000
13	Annual Report - W&C	83,000			83,000	12,239	80,000		80,000
14	Engineering Services	50,000			50,000				
15	Budget, Contract Admin & Acctg		65,000		65,000	32,801		65,000	65,000
16	Meetings (Clerk & Records)		35,000		35,000	6,702		35,000	35,000
17	Subsidence Surveying - KSN	25,000		10,000	35,000	15,334	25,000	10,000	35,000
18	Professional Services GWA Legal - Andy P	30,000			30,000	10,413	30,000		30,000
19	Model Dev & Support (Portal) - W&C	30,000			30,000		15,000		15,000
20	Domestic Well Mitigation			25,000	25,000			25,000	25,000
21	Professional Services Public Outreach	15,000			15,000		15,000		15,000
22	Misc Expenses/Contingency	10,465			10,465				-
23	Website Management & Updates	5,000			5,000	1,501	10,000		10,000
24	2025 GSP Update				-	11,243			
25	Professional Services County Legal	-			-	855			-
26	Professional Services PW Admin				-	725			-
27	Postage	-			-	10	1,000		1,000
28	Supplies	-			-		500		500
29	Office Expense	-			-		500		500
30	Rent Structures & Grounds	-			-		5,000		5,000
31	Auditor's Payroll & A/P Charges	-			-		1,000		1,000
32	<b>ARPA Grant</b>								
33	ARPA - Monitoring Imprvmts (New Wells)	1,363,535			1,363,535	136,465	1,500,000		1,500,000
34	ARPA - Instrumentation Implmt (Telemetry)	350,000			350,000		350,000		350,000
35	ARPA - Data Mgmt System Implementation	125,000		25,000	150,000		125,000	25,000	150,000
36	ARPA - Monitoring Network Evaluation			50,000	50,000			50,000	50,000
37	<b>Total Expenses</b>	<b>2,732,000</b>	<b>100,000</b>	<b>125,000</b>	<b>2,957,000</b>	<b>403,891</b>	<b>2,732,000</b>	<b>225,000</b>	<b>2,957,000</b>
38	<b>Reserves - GSP Update</b>				<b>200,000</b>				<b>200,000</b>
39	<b>Reserves - Well Mitigation Program Fund</b>				<b>200,000</b>				<b>200,000</b>
40	<b>Total Expenses with Reserves</b>				<b>3,357,000</b>	<b>403,891</b>			<b>3,357,000</b>
41	<b>Fund Balance with Reserves</b>			10	<b>185,631</b>	<b>3,001,955</b>			<b>185,631</b>

# Before the Board of Directors

Eastern San Joaquin Groundwater Authority  
A Joint Powers Authority, State of California

B-26-XX

## **APPROVAL OF THE EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY FISCAL YEAR 2026-2027 BUDGET**

THIS BOARD OF DIRECTORS HEREBY approves the Eastern San Joaquin Groundwater Authority FY 2026-2027 Budget (2097FD) as follows:

1. Revenue appropriations in the amount of \$3,542,631
2. Expenditure appropriations in the amount of \$3,357,000

I HEREBY CERTIFY that the above order was passed and adopted at a Regular Meeting held on June 10, 2026, by the following vote of the Board of Directors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: ROBERT HOLMAN  
Chair of the  
Eastern San Joaquin Groundwater Authority

BY: \_\_\_\_\_



**Meeting Date: June 10, 2026**

**TO: ESJGWA Board of Directors**

**SUBJECT: Approval of an Independent Contractor Agreement for Executive Director Services with First Water Partners, Inc. and assign responsibility for ARPA Grant projects**

**Date: May 27, 2026**

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### **Recommendation**

It is recommended that the ESJGWA Board of Directors renew an independent contractor agreement for Executive Director services with First Water Partners, Inc. with increased duties for a not-to-exceed \$33,333 monthly fee and allocate \$75,000 of the approximately \$2.1 million in ARPA Grant funds for execution of projects.

In accordance with the ESJGWA Joint Exercise of Powers Agreement Article 4.7.f., the proposed Budget must be approved by a Supermajority Vote defined as two-thirds (2/3) of the Directors present.

### **Reasons for Recommendation**

Prior to hiring the Executive Director (ED) in July 2025, these duties were supported through San Joaquin County staff resources and included in the 2025–2026 Budget. Since the hiring of the ED, staff under the direction of the ED have assumed these responsibilities, eliminating the need for County staff support. The proposed 2026–2027 Budget formally assigns these duties to the ED and includes a corresponding adjustment to the regular independent contractor agreement, with no additional overall cost to the Authority. These duties include:

1. Groundwater Collection/Data Quality Assurance \$15,000
2. Subsidence Surveying \$10,000
3. Domestic Well Mitigation Program \$25,000
4. ARPA Data Management System Implementation \$25,000
5. ARPA Monitoring Network Evaluation \$50,000

- i. Compensation - Independent Contractor Agreement - \$399,996 per year paid monthly retainer (\$33,333 per month). All inclusive, no additional reimbursement for direct costs unless pre-approved by the ESJGWA Board. No compensation beyond \$33,333 per month.  
Compensation - ARPA Grant - \$75,000 paid in total, billed at an hourly rate of \$350 per hour.
- ii. Start Date - July 16, 2026 – Retainer amount is \$16,666.50 for the period of July 16, 2026 through July 31, 2026 to reflect the mid-month start date.
- iii. 30 day notice of termination by either party.
- iv. Requisite insurance coverage in accordance with San Joaquin County standards.
- v. Executive Director Job Description as approved by Executive Committee is an attachment to the Agreement as an exhibit.
- vi. Additional staff with First Water Partners, Inc. may be utilized at no additional cost to the ESJGWA beyond the \$33,333 per month cost.
- vii. All First Water Partners, Inc. staff providing services to the ESJGWA would be subject to the ESJGWA’s Conflict of Interest Code.

**Attachment**

Proposed Independent Contractor Agreement with First Water Partners, Inc.

# INDEPENDENT CONTRACTOR AGREEMENT

BY AND BETWEEN

THE EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY  
AND  
FIRST WATER PARTNERS, INC.

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "**Agreement**") is entered into on July 9, 2026 and effective as of July 16, 2026 (the "**Effective Date**"), by and between Eastern San Joaquin Groundwater Authority, a Joint Powers Authority (the "**Authority**"), and FIRST WATER PARTNERS, INC., a California Corporation ("**Contractor**"). The Authority and Contractor are sometimes collectively referred to in this Agreement as the "**Parties**" or singularly by their individual names or as a "**Party**."

## RECITALS

- A. The Authority is a Joint Powers Authority formed pursuant to Government Code section 6500 et seq., which is a public entity separate and apart from its Groundwater Sustainability Agency members; and
- B. The Authority desires to renew its engagement of an independent contractor to provide the Services described in this Agreement; and
- C. Contractor represents that it possesses the knowledge, skill, and qualifications required to provide the Services; and
- D. Based upon Contractor's representations, the Authority desires to engage Contractor to fulfill the role of Authority Executive Director, pursuant to the terms and subject to the conditions contained in this Agreement; and
- E. The Authority has received American Rescue Plan Act ("ARPA") funds in the amount of \$2,104,000 through a Memorandum of Understanding with the County of San Joaquin (the "ARPA MOU"), and the Authority desires to utilize a portion of those funds for certain project-related services as described in Exhibit "B" to this Agreement, subject to the terms and conditions set forth herein and in the ARPA MOU.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, the Parties agree as follows:

## AGREEMENT

## **1. Engagement.**

- (a) The Authority engages Contractor to provide the services described in Exhibit "A" (the "Services"), a copy of which is attached hereto and incorporated herein by this reference. Contractor shall provide the Services to the Authority as may be specifically requested from time-to-time by the Authority.
- (b) Contractor's designated Principal ("**Principal**") for this engagement shall be Julia Berry. Contractor may not change the designated Principal without a minimum of thirty (30) days' advance written notice to Authority and the subsequent **written consent of the Authority**. Contractor shall designate Contractor staff with appropriate skills and qualifications to support Principal in the performance of the Services under this engagement. Contractor shall provide notice to Authority along with a statement of qualifications of all staff who will perform or assist in the performance of the Services. The Authority shall have the opportunity to approve all such staff. Approval of staff by the Authority will not be unreasonably denied and will be limited to denial of staff that the Authority objectively determines have a Conflict of Interest as set forth in Section 10. Contractor alone shall direct and control the work of the designated Contractor personnel assigned to this engagement.
- (c) The Parties acknowledge and agree that Contractor and the designated Contractor staff have other business engagements and perform services for other Contractor clients, but that performance of Services for the Authority is subject to the Conflict of Interest provisions set forth in Section 10.
- (d) Contractor and Authority agree that the minimum number of hours spent on a weekly basis will be no less than twenty (20) hours per week. Contractor shall submit complete, accurate, and contemporaneous time records documenting all time spent in providing the Services pursuant to this Agreement. The Authority shall compensate Contractor only upon receiving properly completed records in accordance with the terms of this Agreement. Contractor shall attest that the hours shown on the time records as "incurred" are: (i) actually performed by Contractor and/or Contractor's staff, and (ii) only for the Services required and described in this Agreement. Contractor shall submit complete and accurate time records for all Services rendered or expenses incurred during the previous month to Authority on a monthly basis by the fifteenth (15th) day of each month. The time record shall include the date upon which the Services were rendered, and a description of the Services rendered.

## **2. Payment.**

As consideration for Contractor's performance of the Services, Authority shall pay Contractor as follows:

- (a) Retainer Compensation. For the Services performed under Exhibit "A," the Authority shall pay Contractor fees at the annual rate of three hundred ninety-nine thousand nine hundred ninety-six dollars (\$399,996.00). The Authority shall pay such fees on a monthly basis in the amount of thirty-three thousand three hundred thirty-three dollars (\$33,333.00). The Authority shall not compensate Contractor an additional amount above thirty-three thousand three hundred thirty-three dollars (\$33,333.00) per month regardless of the number of hours spent by Contractor per week or per month. Payment shall be subject to Contractor's performance of the Services during the prior month, submission of time

records pursuant to Section 1 above, and subject to all terms and conditions contained in this Agreement. For Services performed from July 16, 2026 to July 31, 2026, the Authority shall compensate Contractor sixteen thousand six hundred sixty-six dollars and fifty cents (\$16,666.50), subject to all terms and conditions contained in this Agreement.

- (b) ARPA Project Compensation. In addition to the retainer compensation set forth in Section 2(a), the Authority shall separately compensate Contractor for ARPA-funded project services described in Exhibit "B" (the "ARPA Services") at an hourly rate of three hundred fifty dollars (\$350.00) per hour. Total compensation under this Section 2(b) shall not exceed seventy-five thousand dollars (\$75,000.00) regardless of the number of hours expended. Contractor shall maintain separate time records for ARPA Services, which shall be invoiced separately from retainer invoices. No amounts paid under this Section 2(b) shall count against or reduce the monthly retainer cap set forth in Section 2(a). All ARPA Services compensation is subject to the additional terms and conditions set forth in Exhibit "B."
- (c) Contractor will invoice Authority monthly for all Services performed and expenses incurred during the preceding invoice period. Invoices for retainer compensation under Section 2(a) and ARPA Services compensation under Section 2(b) shall be submitted separately and shall identify the applicable exhibit and funding source for each invoice.

### **3. Term.**

This Agreement shall commence on the Effective Date and shall continue and remain in effect for one (1) year unless earlier terminated by either Party as provided in this Agreement (the "Term"). The Parties may mutually agree to extend the term of this Agreement for an additional one (1) year by written amendment executed before the expiration of the then-current Term. The term for ARPA Services under Exhibit "B" shall in no event extend beyond December 31, 2026, consistent with the ARPA MOU.

### **4. Independent Contractor.**

In the performance of the Services provided pursuant to this Agreement, the Parties agree and acknowledge that Contractor shall at all times be deemed to be an independent contractor of the Authority. This is not a contract for employment within the meaning of California Labor Code section 2750. Contractor shall not be considered an employee, agent or partner of the Authority. The Authority shall have no right to control the manner, means or methods by which Contractor performs the Services. Contractor understands and agrees that neither Contractor nor Contractor's agents shall be entitled to any rights, privileges or benefits established for the Authority's employees. The Authority shall not make any deductions from the payments made by the Authority to Contractor, including, but not limited to, income tax withholdings or other employment taxes, social security, state, and/or federal unemployment contributions, and/or state or federal disability insurance contributions. Contractor hereby agrees to indemnify, defend, and hold the Authority free and harmless from any and all liabilities, fees, interest, penalties, or taxes arising out of Contractor's failure to withhold and pay to the appropriate taxing authorities such employment-related taxes, or arising out of the Authority's actions in not withholding or paying to the appropriate taxing authorities such employment-related taxes and contributions.

## **5. Conduct.**

- (a) The conduct and control of the work to be performed by Contractor under this Agreement rests exclusively with Contractor. Contractor shall have the right to set Contractor staff's hours and location of work, consistent with the nature of the Services provided under this Agreement. Contractor shall furnish all tools, equipment, apparatus, supplies, and materials required for performance of the Services, unless otherwise mutually agreed by the Authority. Contractor assumes all risk of loss, damage, or harm to its supplies and equipment arising in connection with the Services or this Agreement.
- (b) Contractor understands that the Authority is a public entity under the laws of the State of California. Contractor shall perform the Services for the Authority in accordance with workmanlike and ethical standards applicable and customary to the industry and profession, and at no time will Contractor try to mislead or conduct itself (including in written answers) in a way that could potentially be damaging to the Authority, its reputation, or its Board of Directors. Contractor shall make every effort to comply with all of the Authority's policies, standards, guidelines, and procedures in effect, and shall comply with the highest ethical and business practices and procedures in the performance of all activities and Services pursuant to this Agreement. Any acts by Contractor to the contrary may result in immediate termination of this Agreement by the Authority.
- (c) The Principal shall meet periodically with the Authority's Board of Directors, or its designee, to evaluate and assess the Contractor's performance with regard to the Services. The evaluation will focus on whether the Contractor is meeting the defined objectives set forth in Exhibit "A" in the manner described in Section 5(b) above. The first meeting shall occur six (6) months after the Effective Date of this Agreement. If the Term of the Agreement is extended, subsequent meetings shall take place annually.

## **6. Expenses.**

Unless Contractor obtains the prior written consent of the Authority's Board of Directors, Contractor shall not be reimbursed for any other expenses incurred in connection with providing the Services hereunder, including, but not limited to, all Internet connectivity expenses, office use expenses, hardware expenses, travel and entertainment expenses, and any other amounts expended by Contractor in order to perform Services under this Agreement. Should the Authority approve payment for any further Contractor expenses, costs shall be reimbursed to Contractor at the actual cost of said expenses.

## **7. Termination.**

This Agreement may be terminated at any time and by either Party, with or without cause, on not less than thirty (30) days prior written notice to the other Party. Notwithstanding the foregoing, if Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of Authority, is guilty of serious misconduct in connection with performance of the Services, or materially breaches provisions of this Agreement, the Authority may at any time terminate the engagement of Contractor immediately and without prior written notice to Contractor. Termination of this Agreement shall not affect any obligations of Contractor with respect to ARPA-funded project work already commenced under Exhibit "B," which obligations shall survive termination to the extent required to comply with the ARPA MOU.

## **8. Confidentiality.**

To the extent that Contractor has access to confidential information ("Confidential Information") concerning the Authority's business, Contractor shall not use such information in competition with Authority or to disclose such information or permit such information to be disclosed to any other person, firm, corporation, entity or third party, during the Term of this Agreement or at any time thereafter. For purposes of this Agreement, Confidential Information shall include, without limitation, any and all secrets or confidential technology, proprietary information, trade secrets, records, notes, memoranda, data, ideas, processes, methods, techniques, systems, formulas, patents, models, devices, programs, computer software, writings, research, personnel information, customer information, plans or any other information of whatever nature in the possession or control of Authority that is not generally known or available to members of the general public, including any copies, worksheets or extracts from any of the above. Contractor agrees that if this Agreement is terminated for any reason, Contractor shall neither take nor retain, without the prior written consent of Authority, originals or copies of any records, papers, programs, computer software, documents, files, or any other matter of whatever nature which is or contains Confidential Information. This Section 8 shall survive the termination or expiration of this Agreement.

## **9. Indemnification.**

Each Party shall defend, indemnify, and hold the other Party, its officers, directors, members, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of its own performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of itself, its officers, directors, members, employees, or agents. This Section 9 shall survive the expiration or earlier termination of this Agreement.

## **10. Conflicts of Interest.**

- (a) Contractor represents that it presently has no interest and shall not acquire any financial or business interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement ("Conflict of Interest"). Contractor also represents that the Principal and no staff employed or engaged by Contractor to perform services under this Agreement has or will have any such Conflict of Interest. Contractor, the Principal, and all Contractor staff who will provide services to the Authority under this Agreement shall provide a complete disclosure to the Authority of the facts relating to any possible Conflict of Interest, including but not limited to, conflicts with regard to the Authority or its members.
- (b) The Principal and all Contractor staff who will provide services to the Authority under this Agreement shall complete Form 700 (Statement of Economic Interests) annually in accordance with the Authority's Conflict of Interest Code and the requirements of the Political Reform Act (Government Code section 81000 et seq.). Completed Forms 700 shall be filed with the Authority's filing officer within the time periods required by applicable law and the Authority's Conflict of Interest Code.
- (c) Failure to disclose a Conflict of Interest, or failure to timely file a required Form 700, shall be grounds for termination of this Agreement as a material breach as provided in Section 7.

- (d) For ARPA-funded services under Exhibit "B," Contractor additionally represents that it has no conflict of interest as defined in the ARPA MOU and applicable federal regulations, and shall comply with the conflict of interest requirements set forth in the ARPA MOU and applicable federal and state law throughout the performance of ARPA Services.

**11. Licenses and Insurance.**

- (a) For its staff, Contractor shall procure and maintain workers' compensation coverage in accordance with applicable law.
- (b) Contractor shall submit proof of insurance with liability limits as set forth below to the Authority showing the Authority, its employees, officers, agents, and volunteers named as Additional Insured, to include ongoing operations and products completed operations (on Additional Insured Endorsement CG 20 10 10 93), except for Workers' Compensation and professional liabilities. The insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days' written notice to the Authority.
- (c) Contractor agrees to ensure that the requirements set forth in this Section are also met by Contractor's subcontractors, if any, who provide services pursuant to this Agreement.
- (d) **General Liability Limits:**
  - a. Bodily Injury & Property Damage combined per occurrence/Aggregate: \$1,000,000 / \$2,000,000
  - b. Personal Injury/Aggregate: \$1,000,000
  - c. Automobile Liability/per occurrence: \$1,000,000
- (e) **Professional Liability Limits:**
  - a. Professional Liability (errors and omissions): \$1,000,000
- (f) Contractor shall provide proof of such insurance required under this Agreement and an additional insured endorsement within fifteen (15) days of the request for such evidence of insurance. Said proof of insurance, including but not limited to Insurance Certificates, must be supplied to the Authority prior to the commencement of services. Failure to do so may result in termination of this Agreement.
- (g) At its own expense, Contractor shall obtain and maintain all required business licensure to legally operate in the communities in which Contractor operates and performs Services under this Agreement.

**12. Non-Discrimination.**

For the duration of the Term and at all times while performing its obligations under this Agreement, Contractor shall not unlawfully discriminate based on race, color, creed, gender (including identity and gender expression), religion, marital status, registered domestic partnership status, age, national origin or ancestry, physical or mental disability, medical conditions (including cancer and genetic characteristics), genetic information, sexual orientation, or any other consideration made unlawful by Federal, State, or local laws.

**13. Compliance with Laws.**

The Authority and Contractor agree to comply with all applicable statutes and regulations, both state and federal, applicable to the operation and administration of this Agreement and the

Services, including without limitation all requirements applicable to the expenditure of ARPA funds as set forth in Exhibit "B."

**14. Entire Agreement.**

This Agreement, together with its Exhibits, constitutes the entire agreement between the Parties and correctly sets forth the rights, duties, and obligations of all the Parties as of its date. Any prior agreement, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

**15. Amendments.**

No amendment, change, or modification of this Agreement shall be valid unless it is in writing signed by the Parties.

**16. Successors.**

The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and permitted assignees of the respective Parties.

**17. Assignment.**

Contractor may not assign or delegate any of the rights or obligations under this Agreement without the prior written consent of the Authority. Any purported assignment without such consent shall be void.

**18. Governing Law.**

This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of California.

**19. Counterparts.**

This Agreement may be signed by the Parties in different counterparts, digitally or electronically, which together shall constitute one agreement, even though all Parties may not have signed the same counterpart.

**20. Attorneys' Fees.**

In the event that any action, including mediation or arbitration, is brought by either Party hereto to enforce or interpret the terms of this Agreement, the prevailing Party in such action shall be entitled to its costs and reasonable attorneys' fees and costs incurred therein from the non-prevailing Party, in addition to such other relief as the court or arbitrator may deem appropriate.

**21. Waiver.**

Any waiver of any breach of this Agreement by either Party to this Agreement shall not constitute a continuing waiver, or a waiver of any subsequent breach of the same, or of any breach of another provision of this Agreement.

**22. Notices.**

All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served personally on the person to whom notice is to be given; (ii) on the date of receipt, if sent by email to the person to whom notice is to be given at the email address set forth below; or (iii) on the third day after mailing, if mailed to the party to whom notice is to be given by first-class mail, registered or certified, postage prepaid, addressed as follows:

**To Authority:**

Eastern San Joaquin Groundwater Authority  
1810 E. Hazelton Avenue  
Stockton, California 95205

**To Contractor:**

FIRST WATER PARTNERS, INC.  
7600 W. Ingram Avenue #104  
Fresno, California 93711  
Email: stornettagroup@gmail.com

Either Party may change its address by notifying the other Party of its new address in accordance with the procedures set forth in this Section 22.

**23. Unenforceability of Provisions.**

If any provision of this Agreement, or any portion thereof, is held to be invalid or unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

**"Authority"**

EASTERN SAN JOAQUIN  
GROUNDWATER AUTHORITY

**"Contractor"**

FIRST WATER PARTNERS, INC.

By: \_\_\_\_\_  
ROBERT HOLMES, Chair

By: \_\_\_\_\_  
JULIA D. BERRY, President

Approved as to Form:

By: \_\_\_\_\_  
ANDY PINASCO, General Counsel

# **EXHIBIT "A"**

## **EXECUTIVE DIRECTOR SERVICES Scope of Services**

Contractor, through its designated Principal Julia Berry, shall provide the following Executive Director services to the Authority:

### **1. General Administration**

Manage day-to-day operations of the Authority, including coordination with member agencies, preparation of board meeting agendas and materials, attendance at all regular and special board meetings, and implementation of Board direction.

### **2. Budget and Financial Oversight**

Assist in preparation of the annual budget, monitor expenditures against budget, coordinate with the Authority's accountant and auditors, and provide financial reporting to the Board.

### **3. Groundwater Sustainability Plan Implementation**

Oversee and coordinate implementation of the Authority's Groundwater Sustainability Plan, including coordination with member GSAs, tracking of performance measures, and reporting obligations to DWR.

### **4. Grants and Funding**

Identify, apply for, and manage grant funding opportunities for the Authority, including administration of existing ARPA-funded projects. ARPA project services are governed by Exhibit "B" and billed separately.

### **5. Groundwater Data and Monitoring**

Oversee the Authority's groundwater data collection, quality assurance, subsidence surveying, and monitoring network programs, including:

- a. Groundwater Collection/Data Quality Assurance (\$15,000 allocated in FY 2026-2027 Budget)
- b. Subsidence Surveying (\$10,000 allocated in FY 2026-2027 Budget)
- c. Domestic Well Mitigation Program (\$25,000 allocated in FY 2026-2027 Budget)

## **6. Stakeholder and Agency Coordination**

Serve as primary liaison between the Authority and member agencies, state and federal regulatory agencies, adjacent groundwater sustainability agencies, and other stakeholders.

## **7. Regulatory Compliance**

Monitor and ensure the Authority's compliance with SGMA, DWR reporting requirements, Brown Act, Public Records Act, and other applicable state and federal laws and regulations.

## **8. Additional Services**

Perform such other services as may be directed by the Board of Directors consistent with the role of Executive Director, the Authority's Joint Powers Agreement, and applicable law.

The foregoing services are all-inclusive within the monthly retainer compensation set forth in Section 2(a) of the Agreement. No separate per-task or per-project billing is permitted under this Exhibit "A" except as expressly authorized by prior written Board approval.

## EXHIBIT "B"

### ARPA SERVICES ADDENDUM American Rescue Plan Act Project Services

#### **B-1. Background and Authorization.**

- (a) The Authority has received American Rescue Plan Act ("ARPA") funds in the amount of \$2,104,000 (the "ARPA Funds") through a Memorandum of Understanding between the Authority and the County of San Joaquin dated \_\_\_\_\_, 2024, MOU ID B-24-\_\_\_\_ (the "ARPA MOU"). A copy of the ARPA MOU is on file with the Authority and is incorporated into this Exhibit "B" by this reference.
- (b) The ARPA MOU authorizes the Authority to expend ARPA Funds for the Groundwater Monitoring Improvement Project, including project management, site selection, permitting, design, environmental clearance, drilling, well logging, equipment acquisition and installation, and associated data management and monitoring activities.
- (c) The Authority's Board of Directors has authorized allocation of up to \$75,000 of the ARPA Funds for the ARPA Services described in Section B-2 below, to be performed by Contractor under this Exhibit "B."

#### **B-2. ARPA Services Scope.**

Contractor shall perform the following project services funded by ARPA Funds (the "ARPA Services"):

##### **Task 1: ARPA Data Management System Implementation (NTE \$25,000)**

Design, implement, and validate a data management system for collection, storage, and reporting of groundwater monitoring data generated by the Groundwater Monitoring Improvement Project, including integration with existing Authority data systems and preparation of user documentation.

##### **Task 2: ARPA Monitoring Network Evaluation (NTE \$50,000)**

Evaluate the existing and proposed groundwater monitoring network within the Eastern San Joaquin Subbasin, including review of monitoring well locations, instrumentation specifications, data collection protocols, and identification of gaps. Provide written evaluation report with recommendations to the Board.

#### **B-3. Compensation.**

- (a) Contractor shall be compensated for ARPA Services at an hourly rate of \$350.00 per hour for all time spent by Principal and authorized Contractor staff directly performing ARPA Services.

- (b) Total compensation under this Exhibit "B" shall not exceed \$75,000.00 regardless of hours expended. Individual task budgets are: Task 1, not to exceed \$25,000; Task 2, not to exceed \$50,000. Contractor shall provide written notice to the Authority when cumulative billings under either task reach eighty percent (80%) of the applicable task budget.
- (c) Compensation under this Exhibit "B" is entirely separate from and in addition to the monthly retainer compensation under Section 2(a) of the Agreement. ARPA Services time shall not be counted toward or offset against retainer hours.
- (d) All ARPA Services invoices shall: (i) identify the ARPA MOU ID and the specific task; (ii) itemize hours, dates, and descriptions of services rendered; (iii) be submitted separately from retainer invoices; and (iv) be submitted by the fifteenth (15th) day of each month for the prior month's services.
- (e) All ARPA-funded compensation under this Exhibit "B" is subject to availability of ARPA Funds and shall terminate automatically upon expenditure of the \$75,000 cap or December 31, 2026, whichever occurs first. No ARPA Services compensation shall be paid for work performed or invoiced after December 31, 2026.

**B-4. Sub-Recipient Designation and Compliance.**

- (a) Contractor is hereby designated as a Sub-Recipient of ARPA Funds for purposes of the ARPA MOU. Contractor acknowledges and agrees that in performing ARPA Services it is bound by the terms of the ARPA MOU to the extent applicable to the portion of the project being performed by Contractor, and shall assume toward the Authority all obligations and responsibilities required of Sub-Recipients under the ARPA MOU.
- (b) The County of San Joaquin is hereby designated as an express third-party beneficiary of this Exhibit "B" with respect to all ARPA-funded services, consistent with Section IV(D)(3)(a) of the ARPA MOU. Contractor acknowledges the County's audit and inspection rights described in Section B-5 below.
- (c) Contractor shall perform all ARPA Services in compliance with the American Rescue Plan Act of 2021, the U.S. Department of the Treasury's Final Rule and guidance applicable to ARPA funds, and all federal, state, and local laws and regulations applicable to the receipt and expenditure of ARPA Funds.
- (d) Contractor shall maintain separate, complete, and accurate records for all ARPA Services, including time records, deliverables, correspondence, and invoices. Contractor shall not commingle ARPA-funded project records with records for other clients or other work under this Agreement.

**B-5. Records, Audit, and Inspection.**

- (a) Contractor shall maintain all records pertaining to ARPA Services, including fiscal, statistical, and management records, for a minimum of seven (7) years after final payment under this Exhibit "B" has been made, or until all pending County, State, and Federal audits are completed, whichever is later.
- (b) Upon request by the Authority or the County of San Joaquin, Contractor shall make all records pertaining to ARPA Services available for inspection within three (3) working days. Contractor shall cooperate fully with any audit or inspection conducted by or on

behalf of the Authority, the County, or any federal or state agency with jurisdiction over ARPA Funds.

- (c) Contractor shall account for all expenditures and compensation received under this Exhibit "B" in accordance with Generally Accepted Accounting Principles (GAAP) and shall maintain itemized records of all costs charged to ARPA Funds.
- (d) Contractor shall submit copies of all supporting documents for ARPA Services (including time records, deliverables, and invoices) to the Authority no later than December 31, 2026, to enable the Authority to comply with its reporting obligations to the County under the ARPA MOU.

**B-6. Conflict of Interest.**

Contractor represents that it has no conflict of interest, as defined in Section IV(J) of the ARPA MOU and applicable federal regulations, with respect to performance of ARPA Services. Contractor covenants that no person having a disqualifying conflict of interest shall be employed or retained to perform ARPA Services. Contractor shall promptly disclose to the Authority any potential or actual conflict of interest that arises during performance of ARPA Services.

**B-7. Deliverables and Milestones.**

Contractor shall deliver to the Authority the following written deliverables:

**Task 1 Deliverable:** Data Management System implementation report and user documentation, due no later than November 30, 2026.

**Task 2 Deliverable:** Monitoring Network Evaluation report with findings and recommendations, due no later than November 30, 2026.

Deliverable deadlines may be extended by written agreement of the Parties, provided that no deliverable may be extended beyond December 15, 2026, to preserve the Authority's ability to comply with the December 31, 2026 deadline under the ARPA MOU.

**B-8. Return of Unexpended Funds.**

Any ARPA Funds paid to Contractor under this Exhibit "B" for services not performed or deliverables not completed as of December 31, 2026, shall be promptly returned to the Authority, which shall in turn return such funds to the County of San Joaquin in accordance with the ARPA MOU. Contractor shall provide a final accounting of all ARPA Services hours and compensation to the Authority by January 5, 2027.

**B-9. Incorporation of ARPA MOU Terms.**

Contractor acknowledges receipt of the ARPA MOU and agrees to be bound by all terms of the ARPA MOU applicable to sub-recipients and contractors performing work on the Groundwater Monitoring Improvement Project. In the event of any conflict between this Exhibit "B" and the ARPA MOU, the ARPA MOU shall control with respect to requirements imposed by federal or state law. In the event of any conflict between this Exhibit "B" and the main body of the Agreement not related to federal or state law requirements, the terms of this Exhibit "B" shall control with respect to ARPA-funded services.

[Signatures on following page]

**"Authority"**

EASTERN SAN JOAQUIN  
GROUNDWATER AUTHORITY

**"Contractor"**

FIRST WATER PARTNERS, INC.

By: \_\_\_\_\_  
ROBERT HOLMES, Chair

By: \_\_\_\_\_  
JULIA D. BERRY, President

Approved as to Form:

By: \_\_\_\_\_  
ANDY PINASCO, General Counsel

DRAFT