



EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY

Board Members:

South San Joaquin
Irrigation District - Chair
Robert Holmes

Stockton East Water
District – Vice Chair
Mel Panizza

California Water Service
Company
Anthony Carrasco

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
Sonny Dhaliwal

South Delta Water Agency
John Herrick

Woodbridge Irrigation
District
Keith Bussman

Board of Directors

AGENDA

Wednesday, July 9, 2025

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 & Safety Announcement/Roll Call

II. Scheduled Items Discussion and Action Items

A. Discussion/Action Items:

1. Approval of Meeting Minutes for June 11, 2025 - [Page 3](#)
2. Adoption of the Proposed Fiscal Year 2025-2026 Budget Totaling \$3,357,000 in Revenues and Appropriations and the Proposed Cost Allocation to ESJGWA Members Totaling \$664,753 (2/3 Vote of Directors Present) - [Page 5](#)
3. Approval of an Independent Contractor Agreement for Executive Director Services with First Water Partners, Inc., for a Not-to-Exceed Monthly Fee of \$27,000 (\$324,000 annually) - [Page 8](#)
4. Receive Report on Annual Work Plan Progress
5. GSA Spotlight Presentation – Oakdale Irrigation District

III. Staff/DWR Reports

A. Staff Reports

B. DWR Report

IV. Communications - Annual Report Letter - [Page 20](#)

V. Directors' Comments and Project Status Reports

VI. Public Comment (items not on the agenda)

VII. Future Agenda Items

VIII. Adjournment

EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY
Board of Directors Meeting
AGENDA
(Continued)

Next Regular Meeting
Wednesday, August 13, 2025
10:30 a.m. – 12:00 p.m.
San Joaquin County Council of Governments

Action may be taken on any item

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

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

ZOOM LINK:

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

Phone One Tap:
[+16694449171](tel:+16694449171), [82989811836](tel:+16694449171)#
DIAL: +1 669 444 9171
Meeting ID: 829 8981 1836
Passcode: 903992

EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY
Board of Directors
Meeting Minutes
June 11th, 2025

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 Chairman, Robert Holmes.

In attendance were Directors and Alternates: Richard Wagner, Dante Nomellini, Regina Lackey, Travis Kahrs, Christy McKinnon, Douglas Smith, Mike Henry, Jason Colombini, Chairman Robert Holmes, Keith Bussman, Mel Panizza, and Scot Moody.

II. SCHEDULED ITEMS

A. Discussion/Action Items

1. Approval of April 9th, 2025 Meeting Minutes

Motion: Mel Panizza

Second: Keith Bussman

2. Receive Financial Report

Khawaja Saifuddin from San Joaquin County Water Resources, presented the Financial Report through May 31st. Expenses reported total \$1.4 million. All GSAs have paid their annual Member Dues and also the special dues call for the preparation of the GSP Amendment.

3. Presentation of Preliminary 2025-2026 Annual Work Plan and Budget

Steve Schwabauer, North San Joaquin Conservation District, presented the budget and the Executive Committee's recommendation on appropriations and GSA Member Dues. Brandon Nakagawa also shared that staff is seeking any comment or input on the proposed budget prior to the meeting on July 9th, and that the Budget would need to be adopted by 2/3 of the Board.

4. Presentation of Preliminary 2025-2026 ESJGWA SGMA Budget

Khawaja Saifuddin shared that a separate budget was created for a SGMA Implementation Grant received from DWR which would need to be adopted also on July 9th. Included in the budget is \$3.3 million for the County's feasibility study utilizing Mokelumne River water for groundwater recharge, \$300K for groundwater recharge near the City of Stockton's Delta Water Supply Project facilities, and \$3.9 million for NSJWCD system improvements. The Budget allows for the funds from DWR to flow through the ESJGWA to each of the project proponents. All grant administration costs were built into

each project resulting in no direct cost to the ESJGWA.

5. GSA Spotlight – Lockeford Community Services District (LCSD) & Oakdale Irrigation

Director Mike Henry shared some updates from Lockeford Community Services District.

- LCSD is groundwater dependent with 4 district wells.
- Groundwater depth is currently ~140 feet below ground surface.
- A Community Service Center and a Sherriff's substation was recently built.

Oakdale Irrigation District will be presenting at the July 9th ESJGWA Meeting.

III. STAFF/DWR Report

A. Staff Report

None

B. DWR Report

Chelsea Spier with DWR reviewed highlights of her DWR report.

IV. DIRECTORS' COMMENTS

Chairman Robert Holmes stated the ESJGWA met in a closed session prior to the Board Meeting in which there is no reportable action.

V. PUBLIC COMMENTS

None

VI. FUTURE AGENDA ITEMS

Chairman Robert Holmes shared two potential items, Demand Management and the Groundwater Accounting Framework

VII. ADJOURNMENT at 11:40 am



EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY

STAFF REPORT

Meeting Date: July 9, 2025

TO: ESJGWA Board of Directors
FROM: Brandon Nakagawa, Interim Staff to the ESJGWA
SUBJECT: Adoption of the Proposed Fiscal Year 2025-2026 Budget Totaling \$3,357,000 in Revenues and Appropriations and the Proposed Cost Allocation to ESJGWA Members Totaling \$664,753 (2/3 Vote of Directors Present)
Date: June 30, 2025

Recommendation

Staff recommend that the ESJGWA Board of Directors adopt the proposed ESJGWA 2025-2026 Budget totaling \$3,357,000 in appropriations to be offset by revenues including a carryover of the existing fund balance and an increase in proposed GSA Member Dues in the amount of \$664,753. Staff further recommend that 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 ESJGWA Ad Hoc Executive Committee discussed and recommended adoption of the proposed Budget at their May 22nd meeting. The proposed Budget was then presented to the ESJGWA Board on June 11th with instructions to go back to each respective board or council for feedback with the expectation of returning on July 9th to adopt the proposed Budget. The Executive Committee nor staff have received any comments on the proposed Budget as presented on June 9th.

The total proposed FY 2025-2026 Budget is a balanced budget, totaling \$3,357,000 in appropriations which are offset by a projected carryover of \$2,467,247 from the fund balance, \$225,000 contribution from San Joaquin County Water Investigation Zone No. 2, and \$664,753 in GSA Member Contributions. Notable line items appropriations include:

Appropriations:

- Executive Director - \$324,000
- Groundwater Data Collection - \$115,000
- GSP Annual Report - \$80,000
- American Rescue Plan Act (ARPA) Expenditures (i.e. monitoring well drilling, instrumentation, data gaps) - \$2,050,000

- Groundwater Accounting Framework/Model Update - \$150,000
- Domestic Well Mitigation Program Implementation (Start-Up and Processing) - \$25,000
- Subsidence Related Surveying - \$35,000
- Contribution to Reserves GSP Update - \$200,000
- Contribution to Reserves Domestic Well Mitigation Fund - \$200,000

The proposed Budget also assumes that the unrestricted portion of the fund balance totaling \$0 on July 1, 2026, 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. A final accounting of 2024-2025 ESJGWA revenues and expenditures will be prepared by Conty staff following the year-end process sometime in July/August 2025.

The proposed budget is balanced in part by the collection of GSA Member Dues. 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. Please note, the GSA Minimum was increased to \$10,000 to reflect the increase in the total amount of GSA Member Dues to be collected in 2025-2026.

FY 2025-2026 Recommended GSA Member Allocation						
GSA	Minimum	Pumping	Population	Eastside GSA Zone 2 Adjustment	Total	%
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%
	\$160,000	\$302,852	\$201,901		\$664,753	100.0%

Attachments

Proposed FY 2025-2026 Budget

Eastern San Joaquin Groundwater Authority							
Line Items	FY 2024-25			FY2024-25	PROPOSED		
(Fund 21451)	APPROVED 6/12/2024			Estimated	FY 2025-26		
Fund Balance				\$ 939,646	Est.		\$2,467,247
Revenue			Total				Total
GWA GSAs Cost Allocation			373,000	373,000			664,753
GWA GSAs Cost Allocation (2025 GSP Update)	650,000		650,000	162,951			
Reserve Fund-dedication	-		-				
Other Govt Aid from Zone 2	225,000		225,000	225,000			225,000
State (DWR) Sustainable GW Grant	-		-	242,980			
Prop. 1 Retention Reimbursement	-		-				
Reimbursement from GSAs for Grant Writing	-		-				
ARPA	2,104,000		2,104,000	2,104,000			
Carryover (use of reserve balance)	-		-				2,467,247
Interest Income	-		-	65,000			
Rebates and Refunds							
TOTAL REVENUES	3,352,000		3,352,000	3,172,931			3,357,000
Expense	Contract	Staff	Total		Contract	Staff	Total
General Office							
Supplies	500	-	500		500		500
Office Expense	500	-	500	150	500		500
Website Maintenance/Upgrades	10,000	-	10,000	8,100	10,000		10,000
Rents Structures & Grounds	5,000	-	5,000	750	5,000		5,000
Postage	1,000	-	1,000	50	1,000		1,000
Auditor's Payroll & A/P Charges	1,000	-	1,000	450	1,000		1,000
Miscellaneous Exp.	-	-	-				0
Subtotal	18,000		18,000	9,500	18,000		18,000
Management and Administration					Contract	Staff	Total
Meetings (Clerk and Records)	-	20,000	20,000	20,000		35,000	35,000
Budget, Contract Admin and Accounting	-	60,000	60,000	110,000		65,000	65,000
Professional Services Executive Dir				30,000	324,000	0	324,000
Professional Services PW Admin	-	20,000	20,000	10,000			0
Professional Services GWA Legal	15,000	-	15,000	20,000	30,000		30,000
Professional Services County Legal	-	-	-				0
Professional Services Public Outreach,	15,000	-	15,000		15,000		15,000
Interbasin & DWR Coordination	-	-	-				0
Grant Writing	-	-	-				0
Subtotal	30,000	100,000	130,000	190,000	369,000	100,000	469,000
Technical and Engineering Services					Contract	Staff	Total
2025 GSP Update	650,000	-	650,000	845,000			0
Annual Report	75,586	-	75,586	75,586	80,000		80,000
Groundwater Data Collection	100,000	25,000	125,000	125,000	100,000	15,000	115,000
ARPA - Implementation of Instrumentation (Representative Wells)	150,000	-	150,000	0	350,000		350,000
ARPA - Monitoring Network Evaluation/Management	-	50,000	50,000	7,500		50,000	50,000
ARPA - Monitoring Network Improvements (wells; SW/GW Interact)	600,000	-	600,000	50,000	1,500,000		1,500,000
ARPA - DMS Implementation	100,000	25,000	125,000	0	125,000	25,000	150,000
Model Development & Support	15,000	-	15,000	15,000	15,000		15,000
Domestic Well Mitigation Program Implementation	-	9,414	9,414	0		25,000	25,000
GW Accounting Framework/GW Model	-	-	-	0	150,000		150,000
Subsidence Surveying	25,000	-	25,000	15,000	25,000	10,000	35,000
Accelerated GSP Work	-	-	-	0			0
Subtotal	1,705,000	120,000	1,825,000	1,133,086	2,345,000	125,000	2,470,000
Work in Progress							
Professional Services WC (A-18-01)	-	-	-				
Professional Services WC (A-20-01)	-	-	-				
Completion of Prop 68 Project	-	-	-	312,744			
Subtotal	0	0	0	312,744			0
TOTAL EXPENSES	1,753,000	220,000	1,973,000	1,645,330	2,732,000	225,000	2,957,000
Contributions to Reserve							
Reserve-GSP Update	100,000		100,000				200,000
ARPA Reserve Fund	1,179,000		1,179,000				0
Domestic Well Mitigation Program Fund	100,000		100,000				200,000
Total Reserve Contributions	1,379,000		1,379,000	0			400,000
TOTAL EXPENSES INCL RESERVE CONTR	3,132,000	220,000	3,352,000	\$1,645,330			\$3,357,000
	Fund Balance			#####	Fund Balance		\$ -
Reserve Balance (Fund 21453)							
Reserve Balance		July 1, 2024			July 1, 2025		200,000
Reserve Contribution		FY 2024-25			FY 2025-26		200,000
Reserve Balance		June 30, 2025			June 30, 2026		400,000



EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY

STAFF REPORT

Meeting Date: July 9, 2025

TO: ESJGWA Board of Directors
FROM: Brandon Nakagawa, Interim Staff to the ESJGWA
SUBJECT: Approval of an Independent Contractor Agreement for Executive Director Services with First Water Partners, Inc. for a Not-to-Exceed Monthly Fee of \$27,000
Date: June 30, 2025

Recommendation

Staff recommend that the ESJGWA Board of Directors approve an independent contractor agreement for Executive Director services with First Water Partners, Inc. for a not-to-exceed monthly fee of \$27,000 (\$324,000 annually).

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

Since August 2023, the ESJGWA has maintained a reimbursement agreement with the South San Joaquin Irrigation District for executive and staff extension services which expired on June 30th. Over the last six months, the ESJGWA Board has executed a 4-pronged transition plan to align with the growing workload related to Groundwater Sustainability Plan implementation and future Periodic Evaluations and GSP amendments as required under the Sustainable Groundwater Management Act (SGMA). The 4-pronged approach includes:

1. Formation of an Executive Committee comprised of GSA Members.
2. Creation of a qualifications based on-call consultant list.
3. Continuation of San Joaquin County staff support services.
4. Hiring of ESJGWA Executive Director.

Transition plan items 1., 2., and 3. are fully in place. The Executive Committee was initially tasked with conducting a search for and evaluation of ESJGWA Executive Director candidates. The Executive Committee set a small budget and solicited candidates using GSA Member's website postings, ACWA's job posting service (\$475 for 60-days), Water Wrights online job posting service (\$99.95 unlimited run), and through GSA staff's LinkedIn accounts. There was a total of six applications received and three of the most qualified candidates were interviewed by the Executive Committee.

After conducting a second interview, the Executive Committee unanimously ranked Ms. Julia Berry with First Water Partners, Inc. as the top candidate based on her current and previous professional experiences in an executive role and her responses to the interview questions. After negotiating terms of an independent contractor agreement for executive director services at the direction of the ESJGWA Board of Directors, the final proposed Agreement is attached to this staff report.

A summary of key terms include:

- A. Compensation - \$324,000 per year paid monthly (\$27,000 per month). Minimum of 20 hours per week. All inclusive, no additional reimbursement for direct costs unless pre-approved by the ESJGWA Board. No compensation beyond \$27,000 per month.
- B. Start Date - Monday, July 16, 2025 – Rate is \$13,500 for the period of July 16 thru July 31 to reflect the mid-month start date.
- C. 30 day notice of termination by either party.
- D. Requisite insurance coverage in accordance with San Joaquin County standards.
- E. Executive Director Job Description as approved by Executive Committee is an attachment to the Agreement as an exhibit.
- F. Additional staff with First Water Partners, Inc. may be utilized at no additional cost to the ESJGWA beyond the \$27,000 per month cost.
- G. 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 Partner's, 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, 2025 and effective as of July 16, 2025 (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 § 6500 et seq., which is a public entity separate and apart from its Groundwater Sustainability Agency members; and,

B. The Authority desires to engage an independent contractor to provide the Services (defined below) 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.

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, and may change such designation(s) as Contractor sees fit, and 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 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) For the Services performed hereunder, the Authority shall pay Contractor fees in the annual rate of three hundred twenty-four thousand dollars (\$324,000.00). The Authority shall pay such fees on a monthly basis in the amount of twenty-seven thousand dollars (\$27,000.00). The Authority shall not compensate Contractor an additional amount above twenty-seven thousand dollars (\$27,000.00) 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, 2025 to July 31, 2025, the Authority shall compensate Contractor thirteen thousand five hundred dollars (\$13,500.00) subject to all terms and conditions contained in this Agreement.

(c) Contractor will invoice Authority monthly (“**Invoice Period**”) for all Services performed and expenses incurred during the preceding Invoice Period.

3. **Term.** This Agreement shall commence on the Effective Date and shall continue and remain in effect for one year unless earlier terminated by either Party as provided in this

Agreement (the “**Term**”). Parties may mutually agree to extend the term of this Agreement for an additional one year.

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 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 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.

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, supplier lists, Authority lists, fee books, 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. The obligations of Contractor under this Section 8 shall be in addition to, and shall in no manner supersede, any other obligations of confidentiality that Contractor may owe Authority under and confidentiality agreement or confidentiality covenant entered into by and between the Parties prior to or after the Effective Date.

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.

- Professional liability as appropriately relates to negligent performance of services rendered. Coverage may include medical malpractice, cyber liability, and/or errors and omissions.

(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 the instruction 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.

14. **Entire Agreement.** This Agreement 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 assign or delegate, upon written notice to the Authority, any of the rights or obligations under this Agreement, subject to the Notice procedures set forth in Section 21.

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

To Contractor: FIRST WATER PARTNERS, Inc.
 7600 W. Ingram Avenue #104
 Fresno, California 93711
 Telephone: (559) 970-8778
 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

By: _____
ROBERT HOLMES, Chair

Approved as to Form:

By:  _____
ANDY PINASCO, General Counsel

“Contractor”

FIRST WATER PARTNERS, INC.

By: _____
JULIA D. BERRY, President



**Executive Director
(Approved on March 27, 2025)**

JOB SUMMARY

The Executive Director serves as the chief executive officer of the Eastern San Joaquin Groundwater Authority (ESJGWA), a joint powers authority comprised of 16 groundwater sustainability agencies (GSA) within the Eastern San Joaquin Subbasin. The Executive Director directs the administrative and technical functions of the ESJGWA ensuring the completion of management actions assigned to the ESJGWA and listed in the Eastern San Joaquin Groundwater Sustainability Plan (GSP). The Executive Director will have direct oversight of day-to-day activities including the annual budget, finance, staff and consultant management, communication to and engagement with stakeholders, and coordination among adjacent subbasins.

ESSENTIAL JOB DUTIES AND RESPONSIBILITIES

The Executive Director receives direction and authority from the ESJGWA Board of Directors to perform the following functions:

Leadership and Vision:

- To provide leadership to the ESJGWA promoting a culture of accountability, consensus cooperation, and community.
- To work with the Board of Directors on the development and implementation of the ESJGWA Strategic Plan.

Administrative Management:

- To promote accountability and transparency within the ESJGWA for the benefit of GSA Members, stakeholders, and the public.
- To ensure ESJGWA meetings of its legislative body, standing committees, and/or ad hoc committees are compliant with the ESJGWA's By-laws, Fair Political Practices Act, the Brown Act and other state and federal laws.
- To procure consultants and actively manage the delivery of consultant and staff services.
- To develop appropriate internal policies to comply with existing laws and regulations using industry standards and best management practices.
- To develop and implement internal workflows and processes for day-to-day ESJGWA activities including the project and task schedules, the annual budget, grants administration, financial transactions, job cost accounting, financial reports, etc.
- To ensure that data collected by the ESJGWA is appropriately archived and readily accessible.

Program Development and Oversight:

- To work with the ESJGWA Board of Directors and other Committees to develop and refine management actions and initiatives necessary for GSP implementation.
- To develop and implement the ESJGWA's Annual Work Plan and Budget.
- To monitor Department of Water Resources publications and messaging regarding new standards, requirements, and/or guidance affecting the compliance with SGMA.

Stakeholder Engagement:

- To implement the ESJGWA Stakeholder Communications and Engagement Plan.
- To build and maintain strong relationships with stakeholders from local governments, water agencies, farmers, businesses, and community organizations.
- To represent the ESJGWA in public forums, community meetings, and with State agencies.
- To identify and pursue grant funding opportunities and partnerships, and to support GSA Members' advocacy for project funding.

DESIRED ABILITIES

- Take direction from and build consensus among the ESJGWA Board of Directors and its various committees.
- Articulate and present complex topics both verbally and in writing.
- Work Cooperatively with member agency staff and consultants.
- Organize, lead, motivate, develop, and set clear objectives, directions, and performance expectations with staff and consultant resources.
- Comprehend and navigate complex State, Regional and local issues.
- Develop and maintain key relationships throughout the region.
- Strategically evolve the organization for future success.

DESIRED QUALIFICATIONS

- Bachelor's Degree or higher with emphasis in business administration, geology, engineering, planning, water management, groundwater, and/or regulatory compliance is preferred; professional registration/certification in a related field is also desired.
- Minimum ten years of experience with increasing responsibilities in a municipal or special district organization, or as a technical consultant of which 5-years served in a supervisory or project management capacity.

COMPENSATION

Negotiable based on qualifications.



CALIFORNIA DEPARTMENT OF WATER RESOURCES

SUSTAINABLE GROUNDWATER MANAGEMENT OFFICE

715 P Street, 8th Floor | Sacramento, CA 95814 | P.O. Box 942836 | Sacramento, CA 94236-0001

June 13, 2025

Fritz Buchman
Eastern San Joaquin Subbasin – Plan Manager
1810 E. Hazelton Avenue P.O. Box 1810
Stockton, CA 95201
ESJGroundwater@sjgov.org

RE: Review of Annual Report for the Eastern San Joaquin Subbasin, Water Year 2024

Dear Fritz Buchman,

As the basin point of contact for the groundwater sustainability plan (GSP) in the Eastern San Joaquin Subbasin (Subbasin), this letter is to inform you that the Department of Water Resources (Department) has reviewed the annual report submitted for the Subbasin for Water Year 2024. The Sustainable Groundwater Management Act (SGMA) requires that on April 1, following the adoption of a GSP and annually thereafter, an annual report be submitted to the Department. Once an annual report has been submitted, the Department is required: to notify the submitting agency of receipt within 20 days, review the information to determine whether the basin's GSP is being implemented in a manner likely to achieve its established sustainability goal, and notify the submitting agency in writing if additional information is required (23 CCR § 355.8).

Here, the submitted information appears to satisfy the annual report requirements of the GSP Regulations (23 CCR § 356.2), so the Department does not require additional information for purposes of reviewing the annual report at this time. Previously, following a comprehensive evaluation of the GSP for the Subbasin, the Department issued an assessment that the GSP was likely to achieve the sustainability goal for the Subbasin. Following review of the 2024 annual report, the Department has determined that the GSP continues to be implemented in a manner consistent with achieving the Subbasin's sustainability goal as described in the GSP. The Department reached this conclusion based on a review of information in the annual report, any public comments submitted to the Department regarding this annual report, and other relevant information regarding Subbasin conditions available to the Department.

The Department noted that the annual report provided an update on all the applicable sustainable management criteria for the Subbasin, as required by GSP Regulations (23 CCR § 356.2). The Department will require that you continue to include this information in your subsequent annual report, including a description of progress towards implementing the Plan for each of the applicable sustainable indicators.

Consequently, the Department's review of this and other annual reports noted information contained in the annual report may not precisely match the schedules, projections, or estimates reported in the initial GSP as approved by the Department because of numerous factors over which the GSA has varying levels of knowledge and control (e.g., annual hydrology, actions of other private or public entities, unforeseen delays or events, and unexpected physical or geologic processes, etc.).

The approved GSP for the Subbasin is still in the early years of its implementation and it is State policy that sustainable groundwater management is best achieved locally through the development, implementation, and updating of plans and programs (Wat. Code §113, §10720.1). Accordingly, for this Subbasin, the Department concluded that any discrepancies between information in the annual report and the GSP as approved by the Department, did not at this time create an appreciable concern regarding GSP implementation and its continued likelihood of achieving the Subbasin's sustainability goal.

The Department is currently reviewing GSP implementation as part of its periodic review of the GSP, which, in contrast to annual report reviews that consider information about only one year, will look at the periodic evaluation and the collective annual reports that provide the Department with numerous years of reporting data to better assess trends, issues or conditions of concern in the Subbasin, and whether GSP implementation remains on track to achieve sustainability.

Please contact the assigned DWR basin point-of-contact or sgmps@water.ca.gov if you have questions about this notice or the annual reporting process. The Department looks forward to receiving your Water Year 2025 Annual Report by April 1, 2026.

Thank You,

Paul Gosselin

Paul Gosselin
Deputy Director
Sustainable Water Management