

STAFF

Steve Schwabauer, General Manager
 Jennifer Spaletta - General Counsel
 Shasta Burns - Deputy Secretary
 Daniel de Graaf - District Engineer
 CPA – Lyndsay George
 Budget Manager – Susan Bjork

BOARD OF DIRECTORS

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

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

Monday, July 27, 2026

2:00 p.m.

**Lodi Grape Festival Grounds- Barrel Room
 413 E. Lockeford St, Lodi CA 95240**

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

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

1. Call to Order - Roll Call - Acceptance of Agenda

2. Correspondence/Announcements

3. Action Items

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

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

A. CONSENT CALENDAR

1. Approval of the Minutes for the Regular Scheduled Board Meeting on June 29, 2026 and Special Meeting July 17, 2026 (*attachment 1&2*).
Pages 5-10

B. FINANCIAL/ADMINISTRATIVE

1. Receive and Approve June, 2026 NSJWCD Monthly Treasurer's Report and Summary of Accounts and Transfers (*attachment 3*) pages 11-14
2. Approve Payment of Bills (*attachment 4*) pages 15-17
3. Receive Update on three-month cash flow projection (*attachment 5*)p17
4. Adopt revised 2026-2027 Budget (*attachment 6*) page 18
5. Consider Application to Add Lands to Improvement District No. 3 (*attachment 7*) pages 19-20

C. CONTRACTS

1. Resolution 2026-12- to Accept Easements for South System Pipeline (*attachment 8*) pages 21-22
2. Approve 2026-2027 Scope and Budget for Consero Solutions (*attachment 9*) pages 23-30
3. Approve 2026-2027 Scope and Budget for Stoel Rives pages 31-32
4. Approve 2026-2027 scope for Granberg Associates (*attachment 11*) pages 33-42

CI. SYSTEM AND PROJECTS

1. General Manager's Report
2. North System
 - i. NS Phase 2 update
 - ii. Improvement District No. 4 Update and Schedule August Public Hearing
3. South System
 - i. Brandt Road Lateral Update
4. Cal-Fed/Woodbridge
5. Tracy Lake ID

CII. Grant Activity

CIII. Groundwater Charge

CIV. Sustainable Groundwater Management Act/ GWA Activity

1. Discuss Draft Groundwater Measurement Policy (*attachment 12*) p.43-44

CV. MICUP/SJC Mokelumne River Application

CVI. Bay Delta /Healthy Rivers and Landscapes

CVII. Landowner communications

CVIII. Board Planning Calendar

4. Director and Staff Reports

- A. Directors Reports**
- B. Committee Reports**
- C. Other**

5. Public Comment on Items Not on the Agenda

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

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

6. Closed Session – 4 items

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

Closed Session pursuant to Section 54956.9(a) Existing Proceeding
CONFERENCE WITH LEGAL COUNSEL – *SWRCB Pending Application A029835*

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

Closed Session pursuant to Government Code Section 54956.8 Real Property Negotiations– a) North System Easements and Leases – Negotiators are General Counsel Jennifer Spaletta and General Manager Steve Schwabauer for the District and for the landowners, Thomas and Jean Powell, Lodi CA APN 017-250-07, James Patrick and Sandra Marie Hale Trust, 01725008, Karen Somers 01725016 b) South System Recharge Locations Negotiators; and Benjamin and Shirley Goehring Trust APN 05113061.

Return to Open Session

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

7. Motion to Adjourn

Next Regular Meeting August 31, 2026 from 2:00 PM- 4:00 PM

Lodi Grape Festival Grounds- Barrel Room

413 E. Lockeford St, Lodi CA 95240

Action may be taken on any item

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

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

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

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

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

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

Monday, June 29, 2026

REGULAR MEETING

1. Call to Order - Roll Call - Acceptance of Agenda - The meeting was called to order by President Valente at 2:03 p.m. A motion for the acceptance of the Agenda of June 29, 2026, 2026 made by Vice President Colombini, second by Treasurer Starr. Motion passed 5/0/0.

2. Correspondence/Announcements – No comments at this time.

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

A. PUBLIC HEARING

1. Consider Resolution 2026-07 Imposing Groundwater Charge to Fund Sustainable Groundwater Management Act Implementation for Fiscal Year 2026-2027- President Valente opened the public hearing at 2:01 PM. Received Public Comments. President Valente Closed the Public Hearing at 2:21 PM. A motion to adopt and file Resolution 2026-07 Imposing Groundwater Charge to Fund Sustainable Groundwater Management Act Implementation for Fiscal Year 2026-2027 by Director Simpson, second by Vice President Colombini. Roll Call Vote: Simpson; Aye, Starr: Aye; Colombini; Aye, Colburn; Aye, Valente; Aye. Motion passed 5/0/0

B. CONSENT CALENDAR

Approval of the Minutes of the Regular Scheduled Board meeting on May 18, 2026 and the Special Board Meeting Minutes on June 1, 2026. A motion to approve the meeting of the Regular Scheduled Board Meeting on May 18, 2026 and the Special Board Meeting Minutes on June 1, 2026 with the change of 3C. Resolution 2026-06 to revise “no experience bigger than 2-inch PVC” to say “did not snow experience bigger than 24-inch PVC.” by Vice President Colombini, second by Director Simpson. Motion passed 5/0/0.

C. FINANCIAL MATTERS

1. Receive and approve June 2026 NSJWCD Monthly Treasurer's Report and Summary of Accounts and Transfers presented to the board. Accountant, Lyndsay George prepared financial statements for Board action. A motion to approve June 2026 NSJWCD Monthly Treasurer's report and to work with General Manager on an additional late invoice for Richard Rodriguez and pay upon approval, made by Director Simpson, second by Secretary Colburn. Motion passed 5/0/0.
2. Approve Payment of Bills. A motion to approve payment of bills listed in the Board meeting packet, made by Vice President Colombini, second by Secretary Colburn. Motion passed 5/0/0.
3. Receive Update on three-month cash flow projection- Cash Flow Statement handout and the meeting prepared by Susan Bjork. Presented in the board meeting packet.
4. Adopt 2026-2027 Budget- A motion to approve 2026-2027 Budget as presented in the board meeting packet, and bring back an amended budget at the next scheduled board meeting due to the increase of the Groundwater charge and fixing the engineering line made by Secretary Colburn, and second by Vice President Colombini. Motion passed 5/0/0
5. Resolution 2026-08 Approving Proposition 4 Appropriation Limit for Fiscal Year 2026-2027- A motion to approve Resolution 2026-08 Approving Proposition 4 Appropriation Limit for Fiscal Year 2026-2027 made by Vice President Colombini, second by Secretary Colburn. Roll Call Vote: Simpson; Aye, Starr: Aye; Colombini; Aye, Colburn; Aye, Valente; Aye. Motion passed 5/0/0

D. CONTRACTS

1. **Resolution 2026-09** authorizing Change Order with Arnaudo Construction for Contract for Construction of Locust Tree Basin subject to District Closure on the Respective Purchase and Sale Agreements- District Engineer deGraaf reviewed Change Order work that needs to be done by Arnaudo Construction and earth work that needs to be done at the Locust Tree Basin. A Special Meeting will be scheduled to bring this back for board approval when an exact Change Order is presented. Direction to have staff to work with County and bring back a purchase and sale agreement to the board for approval.
2. Approve 2026-2027 Scope and Budget for De Graaf Engineering- A motion to approve 2026-2027 Scope and Budget for deGraaf Engineering made by Director Simpson, second Vice President Colombini. Motion passed 5/0/0
3. Approve 2026-2027 Scope and Budget for Consero Solutions- Table for July Board Meeting and to have Petrea present via zoom next meeting.
4. Approve 2026-2027 Scope and Budget for Stoel Rives- Table for July Board Meeting and have Jennifer Spaletta review scope and services for the next fiscal year.

5. Approve Amendments to Contract for Board Clerk Services with Shasta Burns- A motion to approve existing contract and to increase dollar per hour by \$10, for work performed to a total price per house to \$80, made by Colombini, second by Secretary Colburn.
6. **Resolution 2026-10** authorizing on call time and materials contract with Arnaudo Construction for system repairs Not to Exceed \$50,000- A motion to approve emergency repairs performed by Arnaudo Construction on a time and materials basis made by Treasurer Starr, second by Vice President Colombini. Motion passed 5/0/0

E. System and Projects

1. Engineer's Report and Operations Plan. General Manager Schwabauer reviewed operations. District Engineer deGraaf gave an overview of where the district stands on each project. As Friday June 26, 2026 there has been 4,308-acre feet of water 967 acre-feet of water has been stored water.
2. North System – is running at full speed.
 - i. NS Phase 2- Discussion only
3. South System
 - i. SS Locust Tree Basin Discussion – Discussion only
4. Cal-Fed/Woodbridge – No update at this time.
5. Tracy Lake ID- The pump is still being repaired and should be operational by the fall.

F. Funding Report – Funding report presented in the board meeting packet.

G. Groundwater Charge- Discussion item only.

H. Sustainable Groundwater Management Act/GWA Activity- GWA activity- GWA budget meeting was approved.

I. MICUP/SJC Mokelumne River Application – Application was accepted by the State Water Resources Control Board.

J. Bay Delta Flow Program Update/Healthy River Application – No update at this time.

K. Landowner Communications – Groundwater charge letter for the upcoming fiscal year will be mailed this week to all landowners in the district.

L. Board Planning Calendar – Special Board Meeting will be held on July 17, 2026 at 2 PM.

4. Director and Staff Reports

A. Director's Report –No report at this time.

B. Committee Reports – No reports at this time.

C. Other – No reports at this time.

5. **Public Comment** – Woodbridge Irrigation reported on river flows. Wednesday will reduce to 35 CFS.
6. **Closed Session** – The Board entered closed session at 4:23 pm, and came out of closed session. **Return to Open Session** – President Valente returned the meeting to open session and announced there was no reportable action.
7. **Adjournment** - Motion to adjourn the NSJWCD Regular Meeting on June 29, 2026 made by Vice President Colombini, second by Director Simpson. Motion passed 5/0/0. Meeting adjourned at 4:55 p.m.

The next regular scheduled Board Meeting July 27, 2026, from 2:00 p.m. - 4:00 p.m.

The above minutes of the North San Joaquin Water Conservation District Board of Directors Meeting of March June 29, 2026.

Respectfully submitted:
Board Clerk- Shasta Burns

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

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

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

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

Friday, July 17, 2026

SPECIAL MEETING

1. **Call to Order - Roll Call - Acceptance of Agenda** - The meeting was called to order by President Valente at 2:00 PM. A motion for the acceptance of the Agenda of July 17, 2026 made by Director Colburn, second by Treasurer Starr. Motion passed unanimously 5/0/0.
2. **Correspondence/Announcements** - No announcements at this time.
3. **Action Items** -
 - A. Contracts
 1. Adopt **Resolution 2026-09**- Authorizing General Manager to Enter Contract for Locust Tree Basin Project – A motion to adopt Resolution 2026-09 Authorizing General Manager to Enter Contract for Locust Tree Basin Project made by Treasurer Starr, second by Vice President Colombini. Roll Call Vote: Simpson; Aye, Starr; Aye, Colombini; Aye, Colburn; Aye, Valente; Aye. Motion passed 5/0/0
 2. Adopt **Resolution 2026-11**- Awarding Contract to Arnaudo Construction and Pacific Southwest Irrigation for Emergency Repair of Brandt Road lateral – A motion to adopt **Resolution 2026-11**- Awarding Contract to Arnaudo Construction and Pacific Southwest Irrigation for Emergency Repair of Brandt Road lateral made by Vice President Colombini, second by Treasurer Starr. Roll Call Vote: Simpson; Aye, Starr; Aye, Colombini; Aye, Colburn; Aye, Valente; Aye. Motion passed 5/0/0
 3. Consider Emergency Temporary Pump for Tracy Lake – Discussion. No action taken

4. Closed Session – 4 Items

Closed Session pursuant to Section 54956.9(a) Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – *California Sportfishing Protection Alliance v. Eastern San Joaquin Groundwater Authority, et al., Stanislaus County Superior Court, Case No. CV-20-001720*

Closed Session pursuant to Section 54956.9(a) Existing Proceeding
CONFERENCE WITH LEGAL COUNSEL – *SWRCB Pending Application A029835*

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Closed Session pursuant to Government Code Section 54956.8 Real Property Negotiations– a) North System Easements and Leases – Negotiators are General Counsel Jennifer Spaletta and General Manager Steve Schwabauer for the District and for the landowners, Thomas and Jean Powell, Lodi CA APN 017-250-07, James Patrick and Sandra Marie Hale Trust, 01725008, Karen Somers 01725016 b) South System Recharge Locations Negotiators are, Larry Mettler on behalf of Lawrence and Charlene Mettler Trust APN 05113065 and; and Benjamin and Shirley Goehring Trust APN 05113061.

5. Motion to Adjourn

Adjournment A Motion to adjourn the NSJWCD Special Meeting on July 17, 2026 made by Treasurer Starr, second by Secretary Colburn. Motion passed 5/0/0. The meeting adjourned at 3:50 pm

The next regular scheduled Board Meeting July 27, 2026, from 2:00 p.m. - 4:00 p.m.

The above minutes of the North San Joaquin Water Conservation District Board of Directors Meeting of July 17, 2026.

Respectfully submitted:

Board Clerk- Shasta Burns

North San Joaquin Water Conservation District
Treasurer's Report
July 2026 - Monthly Summary of Accounts
As of July 22, 2026

The chart below is a summary of account information including account balances and transactions since the last scheduled Board meeting (June 2026). The attached reports are prepared by LG A&A Services for the month of July 2026. Additional attachments that follow include accounts payable, recommendations for bill payments and transfers as noted herein.

NSJWCD Accounts Summary - June 24, 2026	Beg Balance with approved transfers	Checks after last meeting	ACH/AutoPay's made after last meeting	Transfer after meeting	Revenue Received after last meeting	Current Balance July 22, 2026	Proposed bills to be paid today	Proposed transfer	Ending balance July 22, 2026
F&M Checking - New	644,030.42	(1,600.00)	(565,268.07)		992,212.06	1,069,374.41	(238,573.75)		830,800.66
F&M ID #3	127,223.39				129.48	127,352.87			127,352.87
F&M Tracy Lake O&M	27,217.12		(132.27)			27,084.85			27,084.85
County GW Fund	1,426,470.53					1,426,470.53			1,426,470.53
County Account Fund (GF)	220,171.99					220,171.99			220,171.99
Total	\$ 2,445,113.45	\$ (1,600.00)	\$ (565,400.34)	\$ -	\$ 992,341.54	\$ 2,870,454.65	\$ (238,573.75)	\$ -	\$ 2,631,880.90

Payments After Last Meeting		Revenue Received After Last Meeting		Proposed Bills To Be Paid Today	
				Classes	
ADP Fees	141.02	Interest	2.03	General Expenses	25,347.23
Amazon	303.67	SGMA #12	714,083.12	Ground Water	50,670.12
F&M	125.95	IRWM #9-11	271,679.52	O&M - NS	2,173.57
Georges Fast Gas	29.02	GW - Micke Grove	5,400.00	O&M - Recharge	4,183.31
Harbor Freight	65.38	GW - Liberty Fire	207.20	O&M - SS	72,248.22
Irrigation Resources In	100.94	Escrow Refund	817.43	Capital - Brandt Lateral	42,800.00
Microsoft	79.70	Void Ck #20000	22.76	Capital - Locust Basin	650.00
Old Republic	499,549.90			Capital - NS PH 1B	10,712.50
Payroll	24,241.91			Capital - NS PH 1C	20,387.36
PG&E	39,009.93			Capital - NS Pump	1,067.00
Quick Quack	49.98	ID #3 Interest	129.48	Capital - SS PH 3	8,334.44
State Comp	1,073.41				
The Home Depot	26.90				
Tractor & Supply	15.13				
USPS	388.00				
Youngs Ace	33.25				
Zoom.US	33.98				
PG&E	132.27				
Total	565,400.34	Total	992,341.54	Total	238,573.75

1. SEE ATTACHMENT 1 - ACCOUNTS PAYABLE REPORT.

2. CURRENT PAYMENT RECOMMENDATIONS - SEE TABLE BELOW:

Arnaudo Construction, Inc.	\$ 107,607.48	NS PH 1B&C Pipeline & Repairs
Croce, Sanguinetti & Vander Veen	11,150.00	FYE 6/30/2023 Audit
GEI Consultants	10,434.82	May Invoice
Granberg & Associates	1,425.00	June Services
HydroFocus, Inc	18,287.80	May/June Services
Kludt Oil	260.55	June Invoice
Lyndsay George	5,007.98	Services 06.16.26 thru 07.15.26
Pacific Southwest Irrigation	42,800.00	Brandt Lateral Deposit
Richard Rodriguez Farms	1,450.00	June Invoices
Shasta Burns	3,612.30	July Invoice
Sierra Controls, LLC	7,519.58	Scada System - Teck Basin
Spaletta Law PC	1,162.50	July Rent
Steve Schwabauer	112.52	Reimbursement - July Debits
Stoel Rives, LLP	26,968.50	June Services
Underground Service Alert	774.72	2025 Membership
Total Payments Proposed	<u>\$ 238,573.75</u>	

3. REMAINING ACCOUNTS PAYABLE – \$30,000.00

- a. \$ 30,000.00 - Retention due to Arnaudo Construction, Inc.

4. WARRANTS PAYABLE

- a. \$299,988.17 – F&M Bank

5. ACCOUNTS RECEIVABLE – \$726,869.51

- a. \$ 373,998.26 – San Joaquin County – SGMA Grant – Invoice #9, Retention Payments #12-14
b. \$ 257,951.38 – DWR – IRWM Grant – Retention Payments #2-10
c. \$ 54,256.83 – DWR – VA Grant – Retention Payments #1-6 & Invoices #7-8
d. \$ 16,449.00 – City of Stockton – MICUP Reimbursement #1

- e. \$ 14,638.40 – Direct Bill Groundwater Charges
- f. \$ 9,575.64 – Sweep Reimbursement Invoices – CSJWCD, SSJID, WID

6. OTHER RECEIVABLES - \$39,550.00 – Refund due from F&M Bank.

7. CHECKS RECORDED AFTER LAST BOARD MEETING

- Check #20116 – Richard Rodriguez - \$1,600.00 – November Teck Levee & Disc Work

North San Joaquin Water Conservation District
Vendor Balance Summary
All Transactions

	<u>Jul 22, 26</u>
Arnaudo Construction, Inc.	137,607.48
Croce, Sanguinetti & Vander Veen	11,150.00
GEI Consultants	10,434.82
Granberg & Associates	1,425.00
HydroFocus, Inc	18,287.80
Kludt Oil	260.55
Lyndsay George	5,007.98
Pacific Southwest Irrigation	42,800.00
Richard Rodriguez Farms	1,450.00
Shasta Burns	3,612.30
Sierra Controls, LLC	7,519.58
Spaletta Law PC	1,162.50
Steve Schwabauer	112.52
Stoel Rives, LLP	26,968.50
Underground Service Alert	774.72
TOTAL	<u>268,573.75</u>

11:35 AM

07/23/26

Accrual Basis

North San Joaquin Water Conservation District

Unpaid Bills by Vendor

All Transactions

Date	Num	Memo	Account	Class	Open Balance
Arnaudo Construction, Inc.					
09/30/2024	RET NS 1B APP #7	NS Phase 1b - (Retainage \$15,363.46)	6115.5 · Pipeline	Capital Outlay:North System Phase 1B	10,000.00
06/30/2025	RET NS 1C App #1	Pipeline	6115.6 · Pump Station	Capital Outlay:North System Phase 1C	20,000.00
05/31/2026	NS 1C - App #5	Pipeline	6115.5 · Pipeline	Capital Outlay:North System Phase 1C	20,000.00
05/31/2026	NS 1B - App #12	Pipeline	6115.5 · Pipeline	Capital Outlay:North System Phase 1B	10,000.00
06/30/2026	92001	Cleand SS Fish Screen	6205 · Repairs, Ops & Maintenance	.Operations:South System O&M	2,669.00
06/30/2026	92002	NS Pump Gasket Repair	6205 · Repairs, Ops & Maintenance	.Operations:North System O&M	2,173.57
06/30/2026	92003	N Tretheway Leak Repairs	6205 · Repairs, Ops & Maintenance	.Operations:South System O&M	69,421.41
06/30/2026	92005	Teck Basin Cap Pipe	6205 · Repairs, Ops & Maintenance	.Operations:Recharge O&M	3,343.50
Total Arnaudo Construction, Inc.					137,607.48
Croce, Sanguinetti & Vander Veen					
05/01/2026	24866	Audit FYE 06/30/23	6180.2 · Auditor	-G&A	11,150.00
Total Croce, Sanguinetti & Vander Veen					11,150.00
GEI Consultants					
06/26/2026	003204733	MICUP May 2026 Services	6180.14 · MICUP	-Groundwater Management	5,325.00
06/26/2026	003204734	MICUP May 2026 Services	6180.14 · MICUP	-Groundwater Management	5,109.82
Total GEI Consultants					10,434.82
Granberg & Associates					
06/30/2026	47	Contract Amendment	6180.8 · Project Management	-G&A	285.00
06/30/2026	47	June Services - SGMA Grant	6180.8 · Project Management	Capital Outlay:North System Phase 1B	712.50
06/30/2026	47	June Services - IRWM Grant	6180.8 · Project Management	Capital Outlay:South System Phase 3	427.50
Total Granberg & Associates					1,425.00
HydroFocus, Inc					
06/30/2026	5658-45	Billing Period May 2026	6180.5 · Hydrologist	-Groundwater Management	10,236.00
06/30/2026	5658-46	Billing Period June 2026	6180.5 · Hydrologist	-Groundwater Management	8,051.80
Total HydroFocus, Inc					18,287.80
Kludt Oil					
06/30/2026	Stmt 06.30.26	Late Fee	6236.1 · Fuel	-G&A	7.48
06/30/2026	704998		6236.1 · Fuel	-G&A	253.07
Total Kludt Oil					260.55
Lyndsay George					
06/30/2026	1066	Services 06.16.26-07.15.26	6180.1 · Accounting	-G&A	5,007.98
Total Lyndsay George					5,007.98
Pacific Southwest Irrigation					
06/26/2026	2026136	Repair Pipeline - %50 Deposit	6205 · Repairs, Ops & Maintenance	Capital Outlay:Brandt Lateral	42,800.00
Total Pacific Southwest Irrigation					42,800.00
Richard Rodriguez Farms					
07/02/2026	0176	Tecklenburg - Level sump/build up berms	6205 · Repairs, Ops & Maintenance	.Operations:Recharge O&M	800.00
07/09/2026	0181	Locate Main Line	6115.3 · Groundwork	Capital Outlay:Locust Tree Basin	650.00
Total Richard Rodriguez Farms					1,450.00
Shasta Burns					
07/22/2026	240	July Invoice	6180.9 · Board Clerk	-G&A	3,360.00

11:35 AM

07/23/26

Accrual Basis

North San Joaquin Water Conservation District

Unpaid Bills by Vendor

All Transactions

Date	Num	Memo	Account	Class	Open Balance
07/22/2026	240	July Mileage	6228 · Travel	-G&A	252.30
Total Shasta Burns					3,612.30
Sierra Controls, LLC					
06/30/2026	258048	SCADA System - Teck Basin	6115.1 · Automation/SCADA	Capital Outlay:South System Phase 3	7,519.58
Total Sierra Controls, LLC					7,519.58
Spaletta Law PC					
07/01/2026		Rent	6142 · Lease Expense	-G&A	1,162.50
Total Spaletta Law PC					1,162.50
Steve Schwabauer					
07/15/2026	Reimbursement	Young's Rcpt 07.03.26	6215 · Supplies & Small Tools	.Operations:South System O&M	10.81
07/15/2026	Reimbursement	Irrigation Resources Rcpt 07.07.26	6215 · Supplies & Small Tools	.Operations:Recharge O&M	39.81
07/15/2026	Reimbursement	Sanborn Rcpt 07.07.26	6236.4 · Repairs & Maintenance	-G&A	61.90
Total Steve Schwabauer					112.52
Stoel Rives, LLP					
06/30/2026	8132836	General Services	6180.6 · Legal	-G&A	3,807.00
06/30/2026	8132837	South System Project - Road Repair	6180.6 · Legal	.Operations:South System O&M	147.00
06/30/2026	8132838	North System Projects	6180.6 · Legal	Capital Outlay:North System Pump	1,067.00
06/30/2026	8132839	Groundwater Management	6180.6 · Legal	-Groundwater Management	18,762.50
06/30/2026	8132840	MICUP Project	6180.6 · Legal	-Groundwater Management	2,303.00
06/30/2026	8132841	CSPA EJ GSP Writ	6180.6 · Legal	-Groundwater Management	392.00
06/30/2026	8132842	Groundwater Bank	6180.6 · Legal	-Groundwater Management	490.00
Total Stoel Rives, LLP					26,968.50
Underground Service Alert					
07/20/2026	1564952026	2025 Membership	6120 · Dues & Memberships	Capital Outlay:South System Phase 3	387.36
07/20/2026	1564952026	2025 Membership	6120 · Dues & Memberships	Capital Outlay:North System Phase 1C	387.36
Total Underground Service Alert					774.72
TOTAL					268,573.75

North San Joaquin Water Conservation District
Three Month Cash Statement

For period: August 2026 through October 2026

Balances	August	September	October
Beginning cash balances	\$2,477,443	\$1,917,865	\$1,102,855
Projected revenues	\$26,866	\$10,417	\$0
Projected expenditures	\$586,444	\$825,427	\$852,927
Projected ending cash balances	\$1,917,865	\$1,102,855	\$249,928

Cash projection is sufficient to meet 3 month projected expenditures.

	G&A	Groundwater Management	North System O&M (Operations Fund)	Recharge Project O&M (Operations Fund)	South System O&M (Operations Fund)	Woodbridge/Cal-Fed O&M (Operations Fund)	North System Phase 1B (Capital Outlay)	North System Phase 1C (Capital Outlay)	North System Phase 2 (Capital Outlay)	New South System Recharge Basin (Capital Outlay)	South System Phase 3 (Capital Outlay)	South System Phase 4 - Branch Lateral/Capital Outlay	ID#3	ID#3A	ID#4	**TUD #1	TOTAL
	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27
REVENUES																	
6001 - Capital Assessments													109,500		10,000	45,300	119,500
6002 - O&M Assessments																	45,300
6010 - Grants																	
6010.1 - Prop. 1 South System																	
6010.2 - SORA Grant							714,083										714,083
6010.4 - Voluntary Agreement Grant																	
6010.5 - IRWM Grant											271,680						271,680
6010.6 - USDA Grant																	
6020 - Ground Water Charge Revenue		3,750,000															3,750,000
6025 - Intercompany Allocations																	
6026.3 - ID3 Allocations																	
6040 - Interest Income	5,000	25,000											2,500				32,500
6046 - Property Taxes	469,000																469,000
6050 - Water Sales			35,000		60,000									14,500	10,000	45,300	109,500
TOTAL REVENUES	474,000	3,775,000	35,000		60,000			714,083			271,680		112,000	14,500	10,000	45,300	5,511,563
EXPENSES																	
6100 - Advertising																	
6105 - Bank Charges																	
6110 - Computer Software Fees	5,000															1,000	6,000
6115 - Construction					70,000		10,000	30,000		1,315,000	185,000	471,000				4,000	2,085,000
6116 - Land Acquisition									40,000	843,750							883,750
6120 - Dues & Memberships	16,000	100,000															116,000
6124 - Election Fees	130,000																130,000
6128 - Equipment Rental																	
6130 - Fuel					500	100											600
6134 - Groundwater Water Purchase																	
6135 - Insurance																	
6135.1 - Liability	6,000																6,000
6135.2 - Property	6,000																6,000
6140 - Interest Expense													20,000				20,000
6142 - Lease Expense		20,000															20,000
6145 - Meeting Supplies	5,000																5,000
6160 - Office Supplies	2,000															200	2,200
6165 - Outside Services	2,000														1,000		3,000
6166 - Permits - Fees																	
6166.1 - Fees	2,800																2,800
6166.2 - Permits				1,500												100	1,600
6170 - Postage	825																825
6175 - Public Outreach		61,000															61,000
6180 - Professional Fees																	
6180.1 - Accounting & Audits	95,000															1,000	96,000
6180.3 - Consulting	82,500	50,000							40,151								172,651
6180.4 - Engineering Expense	50,000	27,000	25,000		25,000				151,953	75,000	10,000					2,000	365,953
6180.5 - Hydrologist		100,000														1,000	100,000
6180.6 - Legal	75,000	220,000	2,000		2,000				30,000	5,000						1,000	335,000
6180.7 - Project Management								7,500			7,500						15,000
6180.8 - Board Clerk	78,000																78,000
6180.9 - Fee Administration Charges	14,000	12,000															26,000
6180.11 - Biological Consultant		100,000							35,700								135,700
6180.12 - Labor Compliance Consultant																	
6180.13 - MICUP	120,000																120,000
6205 - Repairs & Maintenance			20,000	100,000	20,000											40,000	180,000
6214 - Subscriptions	3,700	10,000															13,700
6216 - Supplies & Small Tools	5,000																5,000
6228 - Travel	6,000																6,000
6235 - Utilities			175,000		175,000	35,000								14,500		20,000	419,500
6235.1 - Electricity																	
6235.2 - Telephone	600																600
6236 - Vehicle Expense	5,000																5,000
6237 - Wages & Benefits																	
6237.1 - ADP Payroll Fees	1,700																1,700
6237.2 - Payroll Taxes	20,000																20,000
6237.3 - Retirement Contribution																	
6237.4 - Wages	275,000					6,000											281,000
6237.5 - Worker's Comp	16,000																16,000
6240 - Website & Webmaster	5,000																5,000
6245 - Weed Control			5,000	20,000	10,000	5,000										5,000	45,000
8996 - Contingency Fund																	
8997 - Warrant Debt Repayment																	
Capital Asset Purchases		160,000											100,000				160,000
TOTAL EXPENSES	327,545		227,000	121,500	302,500	46,100	10,000	37,500	297,804	2,238,750	202,500	471,000		14,500		75,300	6,071,999
PYE 06.30.27 BUDGETED NET INCOME/LOSS	(453,545)	2,795,000	(192,000)	(121,500)	(242,500)	(46,100)	(10,000)	676,583	(297,804)	(2,238,750)	69,180	(471,000)	(8,000)			10,000	(868,436)
CURRENT YEAR GW CHARGE ALLOCATION		2,795,000	(192,000)	(121,500)	(242,500)	(46,100)	(10,000)	676,583	(297,804)	(2,169,859)	69,180	(471,000)				10,000	-
PY RESERVE FUNDS USED	(453,545)									(68,891)			(8,000)			(30,890)	(868,436)
06.30.26 Operating Reserve Carryforward																	
General County Account 4061																	220,172
GW County Account 4062																	1,426,471
F&M General Account 6401																	631,265
F&M TUD Account 5801																	27,217
TOTAL RESERVE CARRY FORWARD																	2,305,125
06.30.27 USE OF RESERVES																	(552,436)
TOTAL BUDGETED RESERVE @ 06.30.27																	1,752,689
06.30.26 ID3 Reserve Carryforward																	
F&M ID3 Account 9202																	127,353
TOTAL RESERVE CARRY FORWARD																	127,353
06.30.27 USE OF RESERVES																	(8,000)
TOTAL BUDGETED RESERVE @ 06.30.27																	119,353
TOTAL PY RESERVES USED																	(560,436)
TOTAL BUDGETED RESERVE AT 06.30.27																	1,872,042

**AGREEMENT TO ADD LANDS TO
THE SOUTH SYSTEM WATER USERS IMPROVEMENT DISTRICT NO. 3
OF NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
AND TO LEVY AN ASSESSMENT ON THE LAND**

This Agreement is entered into as of the latest date entered next to the signatures below, between Cortopassi Partners, LLC (“Landowner”), the record owner(s) of the land identified with particularity in Exhibit A (“Property”) incorporated herein, and the Board of Directors of the North San Joaquin Water Conservation District, acting as Trustees for Improvement District No. 3 (“Trustees”), individually referred to as “Party” and collectively referred to as “Parties.”

RECITALS

A. The Board of Directors of North San Joaquin Water Conservation District (NSJWCD) received a Petition for formation of the South System Water Users Improvement District No. 3 (ID #3) from a group of landowners (not including the Landowner) on October 29, 2018. NSJWCD officially formed ID #3 on December 17, 2018 through Resolution 2018-15.

B. Thereafter, Trustees received a request from Landowner to include the Property, consisting of the following San Joaquin County Assessor’s Parcel Numbers, into ID #3:

APN	Gross acres
063-18-33	97.83
063-14-04	20.53
063-09-15	62.67
063-10-06	22.16
063-10-17	15.69
063-10-34	25.17
Total	244.05

C. Landowner’s request was approved by the Trustees on [REDACTED], subject to Landowners execution of this Agreement;

D. Landowner desires to include the Property into the ID #3 on the terms set forth in this Agreement and to proportionately share in the capital costs and the annual operation and maintenance costs for the improvements necessary to deliver NSJWCD surface water to lands within ID #3.

AGREEMENT

1. Inclusion Processing Fee; Initial Connection Fee.

- a. Inclusion Processing Fee. Upon signing this Agreement, Landowner shall pay NSJWCD \$1,000 to cover NSJWCD’s cost to process the addition of the lands to ID #3.

- b. **Initial Connection Fee.** Within 30 days of the date the NSJWCD Board of Directors approves this Agreement, Landowner shall pay a Connection Fee to NSJWCD for the Capital Assessment account of ID#3. The Connection Fee shall be equal to the ID#3 acreage assessment that has been imposed for all prior years as of the date of the Final Order of the NSJWCD Board of Directors to include the Property within ID#3 is adopted. Inclusion into ID#3 shall not be effective until NSJWCD has received the Connection Fee.
2. **Lands Included.** Upon payment of the Connection Fee, the Property shall become part of ID #3.
3. **Voluntary Assessment and Lien.** Landowner agrees that the Property will be subject to an initial annual assessment of \$50.00 per acre each year for ten years (“acreage assessment”), with 2028 being the last year when the annual assessment will be payable, to fund the balance of the cost to complete the Proposed Improvement Plan for ID #3, and such other assessment as are duly approved by the landowners of ID #3. Landowner agrees that the assessment shall be a lien on the Property as provided in the Water Code.
4. **Waiver of Right to Notice and Opportunity to Vote on the Existing Assessment under Proposition 218 and the Water Code.** Landowner acknowledges that ID #3 was formed, and the initial acreage assessment for ID #3 was imposed in compliance with the provisions of Proposition 218 and the Water Code (“Existing Assessment”) prior to when Landowner decided to join ID #3. As to the Existing Assessment, Landowner expressly waives the right to notice of formation or levy of assessment under the Water Code, Proposition 218 or any other law, waives the right to cast a vote or protest under Proposition 218 on the assessment, and agrees not to challenge the assessment on that basis.
5. **Terms and Conditions of Petition for Formation and Other Documents.** Landowner acknowledges that it has read and understands the terms and conditions of the original Petition for Formation for ID#3, the Engineer’s Report for ID#3, and the Final Order by the NSJWCD Board of Directors forming ID#3 and levying the assessment, and agrees to those terms and conditions.
6. **Payment of Other NSJWCD Charges in addition to Annual Assessments.** Landowner understands that the Landowner will need to pay NSJWCD annually for other charges, such as a Water Charge and other applicable NSJWCD assessments and charges.
7. **Landowner Representations; Notification to Property’s Debt Lienholders.** By signing below Landowner represents and warrants that it is the record owner of title to the Property and will notify any lienholders regarding this Agreement.

LANDOWNER

ID#3 TRUSTEES

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

Resolution 2026-____
of the Board of Directors of the

NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT

Accepting Easements for South System Phase III Pipeline Project

WHEREAS, North San Joaquin Water Conservation District (“District”) is a California Water Conservation District with the power to acquire property for District purposes.

WHEREAS, California Government Code section 27281 provides that the District Board of Directors shall accept and consent to the recording of a deed or grant of any interest in real property by resolution or certificate of acceptance.

WHEREAS, District acquired the following easements for construction of the South System Phase III pipeline replacement project, which were presented to the Board for review at the Regular Board Meeting on July 27, 2026:

Grantor	Parcels Involved	Easement
Larry G. Bodner and Gloria E. Bodner	APN 051-130-310: West half of the west half of the south half of the SW quarter of Sec. 10, T3N, R7E MDBM	Western 20 feet of Grantor’s Property
Shirley L. Goehring, Trustee of the Goehring Family Trust dated June 14, 2006	APN 063-130-61: NW quarter of the SW quarter of Sec. 10, T3N, R7E MDBM excepting therefrom the south 330 ft. of the east 1056 ft.	Western 10 feet of Grantor’s Property
James H. Jenner and Lori A. Jenner, Trustees of the Jenner 2004 Family Trust	APN 063-150-36: South one-half of the south one half of the NW quarter of Sec. 15, T3N, R7E MDBM	Western 20 feet of Grantor’s Property
Corey Buckenham and Kristin V. Buckenham	APN 063-150-31: west 8.5 acres of the SW quarter of the SW quarter of Sec. 15 T3N, R7E, MDBM	Western 21 feet of Grantor’s Property

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board accepts the above-described easements as Property of the District and directs the General Manager to effectuate the recording of the easements in the official records of San Joaquin County.
2. The Board President or Board Secretary is authorized to execute a certification of acceptance of the easements to append to each prior to recording.

ADOPTED: July 27, 2026 upon motion of _____, seconded by Director _____ and passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINS:

CERTIFICATE OF SECRETARY

I do hereby certify that I am the Secretary of the Board of Directors of the North San Joaquin Water Conservation District, a water conservation district organized and existing under the laws of the State of California, and that the foregoing Resolution was duly adopted by the Board of Directors of said District at a meeting thereof duly and regularly held at Grape Festival Barrel Room, Lodi, California on the 27nd day of July 2026, at which meeting a quorum of said Board of Directors was at all times present and acting, and that said Resolution has not been rescinded or amended in whole or any part thereof, and remains in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the North San Joaquin Water Conservation District this 27th day of July, 2026

Brady Colburn, Secretary of the Board of Directors
North San Joaquin Water Conservation District

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (hereinafter "Agreement"), is effective July 1, 2026, by and between Petrea Marchand, a sole proprietor doing business as **CONSERO SOLUTIONS**, with its principal place of business in Davis, California (hereinafter "CONSERO SOLUTIONS"), and **NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT**, a Special District with its principal place of business in Lodi, California (hereinafter "CLIENT").

RECITALS

WHEREAS, CLIENT desires to retain CONSERO SOLUTIONS for the purpose of providing grant research and application development, community engagement, strategic planning, project management, and other duties as assigned (hereinafter "services"), and CONSERO SOLUTIONS desires to provide such services for CLIENT pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Retention of CONSERO SOLUTIONS. Subject to the terms and conditions set forth herein, CLIENT hereby retains CONSERO SOLUTIONS to provide the defined services, and CONSERO SOLUTIONS hereby agrees to provide such services to CLIENT.

2. Services Provided by CONSERO SOLUTIONS. CONSERO SOLUTIONS shall provide the services described in Attachment A to this Agreement, attached hereto and incorporated herein by this reference.

3. Fees and Expenses. In consideration for the services rendered by CONSERO SOLUTIONS for CLIENT as described in Attachment A, CLIENT shall pay CONSERO SOLUTIONS in accordance with the budget set forth in Attachment B.

CONSERO SOLUTIONS shall invoice CLIENT monthly for work performed and reimbursable expenses incurred during the previous month. CLIENT shall pay invoices submitted by CONSERO SOLUTIONS within 30 days of receipt.

4. Term. The term of this Agreement shall commence on July 1, 2026 and shall terminate on June 30, 2027, unless terminated earlier as provided below.

5. Termination. This agreement may be terminated by either party for good cause upon written notice to the other party. Good cause may include but is not limited to a material breach of any provision of this Agreement or circumstances beyond the control of either party which make the agreement impossible to perform or delay. Provided however, that if the good cause for termination is one that can be cured, the party receiving notice of termination shall have 10 days from receipt of the notice in which to cure. If the breach is cured within

the 10-day period, the Agreement shall continue as if there had been no breach. If the party fails to cure, then the Agreement shall terminate at the end of the 10-day period.

If the good cause for termination is one that *cannot* be cured, the Agreement shall terminate immediately upon receipt of the notice of termination by the other party.

This Agreement may also be terminated by either party at any time, for any reason or no reason, upon thirty (30) days prior written notice to the other party. Upon such notice, this Agreement shall terminate on the 30th day subsequent to receipt of the written notice. CONTRACTOR shall continue to perform its obligations under this Agreement during the 30-day notice period if requested by CLIENT.

If CLIENT owes CONSERO SOLUTIONS any fees or reimbursement for expenses on the effective date of termination, CONSERO SOLUTIONS shall invoice CLIENT for such amounts immediately and CLIENT shall pay said invoice within 30 days of receipt. CONSERO SOLUTIONS shall do its best to terminate obligations created on behalf of CLIENT prior to notice of termination; however, CLIENT shall in all cases be fully liable for all un-cancellable obligations incurred for the project and CLIENT shall fully indemnify CONSERO SOLUTIONS against any such liabilities.

6. CLIENT Information. CONSERO SOLUTIONS acknowledges and agrees that any and all information represented as confidential, which is provided to or obtained by CONSERO SOLUTIONS from CLIENT (verbally or in writing) is confidential, proprietary information of CLIENT and shall be treated as such. Except as necessary to perform the services required by this Agreement, or as required by law or legal subpoena, CONSERO SOLUTIONS agrees to maintain in confidence all such confidential and proprietary information and hereby agrees not to use or disclose confidential and proprietary information of CLIENT to any third party without the prior written consent of CLIENT unless required by law or legal subpoena.

Notwithstanding the foregoing, CONSERO SOLUTIONS shall not be held accountable for information that:

(a) is or has become publicly available without restriction through no fault of CONSERO SOLUTIONS';

(b) is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information;

(c) was rightfully in the possession of CONSERO SOLUTIONS without restriction prior to its disclosure by CLIENT; or

(d) was independently developed by CONSERO SOLUTIONS without use or reference or access to CLIENT's information.

7. Relationship of the Parties. The parties hereto acknowledge and agree that the relationship between CLIENT and CONSERO SOLUTIONS is an independent contractor relationship. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relationship or any other relationship except as set forth between the parties. No employee or contractor of CONSERO SOLUTIONS shall be

considered an employee or contractor of CLIENT and no employee or contractor of CONSERO SOLUTIONS shall be eligible for wages or benefits from CLIENT under any circumstances.

8. Intellectual Property. All intellectual property developed by CONSERO SOLUTIONS during the course of this Agreement shall remain the exclusive property of CONSERO SOLUTIONS unless otherwise agreed in advance, in writing, by the parties. If the parties agree in writing that certain property developed by CONSERO SOLUTIONS shall be the intellectual property of CLIENT, such property shall not be owned by CLIENT unless such items have been accepted in writing by CLIENT after presentation by CONSERO SOLUTIONS and paid for in full by CLIENT.

9. Statement of Nondiscrimination. CONSERO SOLUTIONS agrees that, during the performance of this Agreement, it shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, disability, political beliefs, sexual orientation, and marital or family status. CONSERO SOLUTIONS agrees that it will comply with any and all applicable federal, state and local equal employment opportunity statutes, ordinances, and regulations; provided however that nothing in this section shall require CONSERO SOLUTIONS to comply with or become liable under any law, ordinances, regulation or rule that does not otherwise apply to CONSERO SOLUTIONS.

10. Notice. All notices and other communications hereunder shall be deemed to have been given when delivered personally, or at the time confirmed for delivery if by facsimile or email, or when deposited in the United States mail or with an express mail carrier, postage prepaid if mailed, and addressed as follows:

CONSERO SOLUTIONS

231 G Street, Suite #21
Davis, CA 95616
530-746-2083
petrea@conserosolutions.com

NORTH SAN JOAQUIN WATER
CONSERVATION DISTRICT
498 E. Kettleman Lane
Lodi, CA 95240
209-329-0250
steve@nsjwcd.com

The parties hereto may change their address as set forth in this paragraph by providing the other party with written notice thereof.

11. Consero Solutions' Insurance.

During the term of this Agreement, CONSERO SOLUTIONS shall at all times maintain, at its expense, the following insurance coverage.

- a. Comprehensive General Liability – \$1,000,000 per occurrence and \$2,000,000/aggregate
- b. Automobile Liability – \$1,000,000 per occurrence (general) and \$500,000/occurrence (property) [including coverage for Hired and Non-owned vehicles.]
- c. Professional Liability/Malpractice/Errors and Omissions – \$1,000,000 per occurrence and \$2,000,000/aggregate
- d. Workers' Compensation as required by law

12. Limited Warranty and Limitation of Liability.

CONSERO SOLUTIONS agrees that the services provided under this agreement will be performed in a professional manner conforming to generally accepted standards and practices. Except for the foregoing, CONSERO SOLUTIONS makes no warranties or guarantees, whether express, implied or statutory, regarding or relating to any services furnished or provided to CLIENT under this agreement or the results thereof. CONSERO SOLUTIONS specifically disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to said services, and with respect to the use of any of the foregoing.

In no event will CONSERO SOLUTIONS be liable for any loss of profits, loss of use, business interruption, loss of data, or for indirect, special, incidental, punitive, or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of services, whether alleged as a breach of contract or tortious conduct, including negligence, even if CONSERO SOLUTIONS has been advised of the possibility of such damages. In addition, CONSERO SOLUTIONS will not be liable for any damages caused by delay in delivery or furnishing the services. CONSERO SOLUTIONS' liability under this agreement shall not, under any circumstances, exceed the fees paid by CLIENT to CONSERO SOLUTIONS under this Agreement.

13. Mediation; Attorneys' Fees/Costs; Venue. The parties agree to engage first in mediation in the event of any dispute regarding this Agreement. However, if mediation fails and an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other reasonable relief to which it may be entitled from the non-prevailing party. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the County of Yolo, State of California for any proceeding arising hereunder.

14. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

15. Assignment. Neither party may assign or transfer this Agreement without the express written consent of the other party.

16. Successors and Assigns. The covenants and agreements contained in this Agreement shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties hereto.

17. Amendment. No change, amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

18. Governing Law. This Agreement shall be construed and governed pursuant to the laws of the State of California.

19. Force Majeure. Neither CLIENT nor CONSERO SOLUTIONS shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

20. Survival. The provisions of this Agreement which are necessary to enforce or interpret it in the event of a dispute, both as to the letter and spirit of the Agreement, shall survive the expiration or termination of this Agreement.

21. Electronic/Digital Signatures. Each electronic or digital signature to this Agreement is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and has the same force and effect as the valid original handwritten signature of that person.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CONSERO SOLUTIONS

Date: _____

By: _____
Petrea Marchand, President

NORTH SAN JOAQUIN WATER CONSERVATION
DISTRICT

Date: _____

By: _____
Joe Valente, President

ATTACHMENT A

SCOPE OF WORK

CONSERO SOLUTIONS proposes to assist CLIENT with grant research and SGMA application development, community engagement, strategic plan updates, project management, and other duties as assigned. CONSERO SOLUTIONS will report to Steve Schwabauer, CLIENT's General Manager.

Assumptions

CONSERO SOLUTIONS will assume the following:

- CLIENT will provide a draft of all newsletter articles.
- CLIENT will provide all photos for the newsletter.
- CLIENT will provide first draft of updated strategic plan goals, objectives and actions
- CLIENT will provide first draft of NSJWCD's portion of East San Joaquin Groundwater Authority's SGMA application

Tasks

Task 1: Grant Research and Application Development

CONSERO SOLUTIONS will assist the CLIENT with research on funding opportunities related to the Safe Drinking Water, Drought, Flood, and Water Resilience Act (Proposition 4). CONSERO SOLUTIONS will draft quarterly funding reports for the Board of Directors with an update on the status of grant applications and funding opportunities. The cost of each funding report varies based on the level of research complexity required to complete the report. Some reports may require more hours of work, including additional funding research, grant workshop attendance, and review of applicable funding guidelines. CONSERO SOLUTIONS also will assist the CLIENT with their contribution to the East San Joaquin Groundwater Authority's SGMA grant application. CONSERO SOLUTIONS will bill time for this task on a time and materials basis, with the estimated average cost of \$1,800.00 per funding report for a total of four (4) funding reports (\$7,200.00). CONSERO SOLUTIONS assistance with the SGMA application development is estimated at \$8,000.00. CONSERO SOLUTIONS will participate up to three (3) meetings related to grant research and application development at an estimated cost of \$3,000.00, including meeting preparation and research, development of agendas and materials for review, and follow up on action items.

Deliverables:

- Funding research on CLIENT programs of interest, including summaries of research in four (4) funding opportunity staff reports for CLIENT Board meetings
- Assistance with CLIENT portion of the East San Joaquin Groundwater Authority's SGMA grant application

- Up to three (3) meetings (including meeting preparation and research, agendas and meeting materials, and follow up on action items)

Task 2: Community Engagement

CONSERO SOLUTIONS will continue to assist the CLIENT with community engagement by assisting with the development of three (3) CLIENT newsletters. The cost of developing each newsletter varies based on the complexity of articles and graphics. CONSERO SOLUTIONS will bill time for this task on a time and materials basis, with an estimated average cost of \$6,600.00 per newsletter for a total of three newsletters at \$19,800.00 and an estimated cost of \$2,000.00 for up to two (2) meetings. CONSERO SOLUTIONS uses these meetings to secure decisions on work products.

Deliverables:

- Up to three (3) newsletters
- Up to two (2) meetings (including meeting preparation and research, agendas and meeting materials, and follow up on action items).

Task 3. Strategic Plan Update

CONSERO SOLUTIONS will assist the CLIENT with an update to the CLIENT's 2021 Strategic Plan. The CLIENT to provide first draft of updated strategic plan goals, objectives and actions. CONSERO SOLUTIONS will bill time for this task on a time and materials basis. The estimated cost of completing the strategic plan update is \$18,000, including two virtual landowner meetings and three meetings with the General Manager or the Board to review drafts of the Strategic Plan update.

Deliverables:

- One (1) draft Strategic Plan update
- One (1) final Strategic Plan update
- Facilitation of up to two (2) small group landowner meetings on Zoom
- Up to three (3) meetings (including meeting preparation and research, agendas and meeting materials, and follow up on action items).

Task 4: Other Duties As Assigned

If funding is available because other tasks do not take as much time, CONSERO SOLUTIONS will assist the CLIENT with other duties as assigned. This work may include assistance with the Master Plan implementation, employee handbook, Board policies and procedures, or other work assigned by the CLIENT. CONSERO SOLUTIONS will bill time for this task on a time and materials basis, with an estimated cost of \$2,500.00.

ATTACHMENT B

Consero Solutions 2026-27 Fee Schedule

CONSERO SOLUTIONS' budget for the proposed work will not exceed \$61,000.

Labor Classification	Billing Rate
President	\$250
Principal Consultant	\$220
Senior Consultant	\$195
Associate Consultant	\$170
Operations Manager	\$195
Operations Coordinator	\$170
Executive Assistant	\$160
Administrative Assistant	\$120
Direct Costs	Rates
Reproduction: 8 ½" by 11" black & white	\$0.08/page
Reproduction: 8 ½" by 11" color	\$0.45/page
Automobile mileage (IRS rate in effect)	\$0.565
Per Diem	Standard Government Rates or as negotiated
Other direct costs, including subcontractors	As incurred

Rates apply to all agreements executed during the calendar year. After the current calendar year, agreements (including contract amendments) will be subject to the rate in effect at the time the agreement is executed.

A general and administrative cost of 7 percent will be applied to all subcontractors. CONSERO SOLUTIONS will bill on a time and materials basis.

July 23, 2026

Jennifer L. Spaletta
Partner
500 Capitol Mall, Suite 1600
Sacramento, CA 95814
D. 916.319.4652
jennifer.spaletta@stoel.com

VIA E-MAIL

NSJWCD Board of Directors
c/o Steve Schwabauer, GM
Email: steve@nsjwcd.com

Re: Estimate for Legal Services fiscal year 2026-27

Dear Board Members:

For the 2026-27 fiscal year, I estimate the following budget for outside legal services:

1. General Services: \$42,840

General services include preparing for and attending board meetings and conferring with staff regarding financial and other legal matters that do not fall within another specific category. Approximately 7-8 hours per month.

2. Mokelumne River Water Right: \$30,600

Services related to the water right include annual work regarding reporting and compliance and anticipated work regarding the updates to the Bay Delta Plan and Healthy Rivers and Landscapes Program.

3. North System: \$ 28,500

Services related to the new pump station project and ID4 as needed.

4. South System: \$ 28,500

Services related to projects and ID3 as needed.

5. Cal Fed and Tracy Lake: \$3,672

Services as needed for these systems.

6. Groundwater Management: \$222,240

Services in this category include SGMA compliance, communications with DWR, all work on groundwater recharge projects, planning and work related to MICUP and the larger banking program with EBMUD, and all groundwater related litigation, including the existing CSPA challenge to the ESJ GSP. Collectively this work will involve 35-40 hours per month.

The total estimate is \$340,092 and assumes an average associate rate of \$475 and partner rate of \$510. These assumed rates reflect an average of current approved rates and anticipated rate increases that will occur in January 2027.

As always, it is a pleasure to provide continued legal services to the District to support its important work.

Very truly yours,

Stoel Rives LLP



Jennifer L. Spaletta
Partner

AMENDMENT NO. 3
to the
AGREEMENT FOR SPECIAL SERVICES
between
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
and
GRANBERG & ASSOCIATES, INC.
for
GENERAL MANAGER SERVICES

THIS AMENDMENT TO THE AGREEMENT is made this of , 2026, by and between the North San Joaquin Water Conservation District ("DISTRICT") and Granberg & Associates, Inc., a California Corporation ("CONSULTANT"), who agree as follows:

1. SCOPE OF WORK: CONSULTANT shall perform the work and render the special services described in the attached Exhibit A (the "Services"). CONSULTANT shall provide all labor, services, equipment, tools, material, and supplies required or necessary to perform the Services properly, competently and completely. CONSULTANT shall determine the method, details, and means of performing the Services.

2. COMPENSATION: DISTRICT shall pay CONSULTANT in accordance with the attached Exhibit B as full remuneration for performing all Services and furnishing all staffing and materials and for performance by CONSULTANT of all its duties and obligations under this Agreement. CONSULTANT will be compensated in the manner and at the times set forth below:

(a) Invoices: CONSULTANT shall submit dated invoices to DISTRICT specifying the date, location and service rendered, and the fee or charge.

(b) Payment:

(1) All payments by DISTRICT shall be made in arrears, after satisfactory service, as determined and approved by DISTRICT, has been provided. Payment shall be made by DISTRICT no more than 30 days from the DISTRICT's receipt of invoice.

(2) If DISTRICT disputes any item on an invoice for a reasonable cause, which includes, but is not limited to, unsatisfactory service, DISTRICT may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within 15 working days after receipt of invoice by DISTRICT.

(3) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five working days of dispute settlement.

(4) DISTRICT reserves the right to only pay for such services rendered to the satisfaction of the DISTRICT.

3. TERM OF AGREEMENT: This Agreement shall take effect on the above date and continue in effect until terminated by one party as provided below or by mutual written consent of the parties. This Agreement may be terminated at any time by either party upon 30 days advance written notice to the other party. In the event of termination, CONSULTANT shall be compensated for all Services performed to the date of termination as calculated by DISTRICT based on the above fee and payment provisions. If DISTRICT so requests, and at DISTRICT's cost, CONSULTANT shall provide sufficient oral or written status reports to make DISTRICT reasonably aware of the status of CONSULTANT'S work on the Services at the time of termination. Further, if DISTRICT so requests, and at DISTRICT's cost, CONSULTANT shall deliver to DISTRICT any work products whether in draft or final form which have been produced to date.

4. INSURANCE: CONSULTANT shall not commence work or services under this Agreement until CONSULTANT has obtained DISTRICT's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work or services on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONSULTANT, its agents, representatives, employees, or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal constitutes a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the DISTRICT.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code (any auto).

(3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations):

\$1,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form where a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: as statutory required by the State of California, Employer's Liability: \$500,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim.

(c) Deductibles and Self-Insured Retentions: Upon request of the DISTRICT, any deductibles or self-insured retentions must be declared to and approved by DISTRICT. At the option of DISTRICT, either: (1) the insurer shall reduce or eliminate such deductions or self-insured retentions as respects DISTRICT, its elective and appointive boards, officers, agents, employees, and volunteers, or (2) CONSULTANT shall provide a financial guarantee satisfactory to DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) DISTRICT, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects DISTRICT and any insurance or self-insurance maintained by DISTRICT shall be excess of CONSULTANT's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to DISTRICT under this Agreement, the insurer, broker/producer, or CONSULTANT shall provide DISTRICT with 30 days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) Verification of Coverage: CONSULTANT shall furnish DISTRICT with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S obligation to provide them. DISTRICT reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(g) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of DISTRICT for all work performed by CONSULTANT, its agents, employees, independent contractors, and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

5. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless DISTRICT and its officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful misconduct of DISTRICT.

6. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as an independent contractor and not as an agent, officer, or employee of DISTRICT. It is understood by both CONSULTANT and DISTRICT that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship.

CONSULTANT shall determine the method, details, and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to DISTRICT only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to DISTRICT's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period that service is provided to DISTRICT under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

As an independent contractor, CONSULTANT shall indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party

that an employer-employee relationship exists by reason of this Agreement. CONSULTANT shall, to the fullest extent permitted by law, indemnify DISTRICT, and its officers, employees, volunteers, and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state District, or court concerning CONSULTANT's independent contractor status or employment-related liability.

7. CONFORMANCE WITH FEDERAL AND STATE LAW: CONSULTANT shall perform the Services in compliance with all applicable federal, state and local laws and regulations. CONSULTANT shall possess, maintain, and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Services. CONSULTANT shall comply with all federal, state, and local air pollution control laws and regulations applicable to CONSULTANT and the Services (as required by California Code of Regulations title 13, section 2022.1).

8. NONDISCRIMINATION: CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, national origin, or other class protected under California law. CONSULTANT shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted.

9. ENTIRE AGREEMENT AND MODIFICATION: The parties intend this writing to be the sole, final, complete, exclusive, and integrated expression, and statement of the terms of their contract concerning the Services. This Agreement supersedes all prior oral or written negotiations, representations, contracts, or other documents that may be related to the Services, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

10. PROFESSIONAL ABILITY OF CONSULTANT: CONSULTANT represents that it has all the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities, training, personnel, and other resources necessary to competently perform the Services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted, and professional practices to make findings, render opinions prepare factual presentations, and provide professional advice and recommendations regarding this project. DISTRICT has relied upon CONSULTANT's training, experience, skill, ability, knowledge, and certification as a material inducement to enter into this Agreement. All Services performed by CONSULTANT shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in CONSULTANT's field.

11. OWNERSHIP OF DOCUMENTS: All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed, or created by CONSULTANT under this Agreement and provided to DISTRICT ("Work Product") shall be the property of DISTRICT, and DISTRICT shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and

additional documents or works based on the Work Product without further compensation to CONSULTANT or any other party. CONSULTANT may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that CONSULTANT shall not provide any Work Product to any third party without DISTRICT's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, CONSULTANT may copyright the same, except that, as to any Work Product that is copyrighted by CONSULTANT. DISTRICT reserves a royalty-free, nonexclusive, and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If DISTRICT reuses or modifies any Work Product for a use or purpose other than that intended by the scope of Services under this Agreement. then DISTRICT shall hold CONSULTANT harmless against all claims, damages, losses, and expenses arising from such reuse or modification. For any Work Product provided to DISTRICT in paper format, upon request by DISTRICT at any time (including, but not limited to, at or after expiration or termination of this Agreement). CONSULTANT agrees to provide the Work Product to DISTRICT in a readable, transferable, and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

12. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such financial interest. CONSULTANT agrees to file a FPPC Statement of Economic Interests Form 700 with DISTRICT at the start and end of this contract if so directed in writing by DISTRICT.

13. AMENDMENTS: It may become desirable or necessary during the execution of this Agreement, for DISTRICT or CONSULTANT to modify the scope of services provided for under this Agreement or to otherwise amend the Agreement. Any change in the Agreement requires a written amendment approved and signed by both parties. Any Agreement amendment by DISTRICT requires approval by its Board of Directors. Until an amendment is so approved and signed, DISTRICT will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

14. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless, continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

15. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

16. CONSULTANT RECORDS AND AUDIT: CONSULTANT shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Services and invoice preparation and support for a minimum period of four years (or for any longer period required by law) from the date of final payment to CONSULTANT under this Agreement. DISTRICT may inspect and audit such books and records, including source documents, to verify all charges, payments

and reimbursable costs under this Agreement. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

17. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

18. ASSIGNMENT: This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated, or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

19. NOTICE: Any notice, demand, invoice, or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

North San Joaquin Water Conservation District P.O. Box E Victor, CA 95253	Granberg & Associates, Inc. P.O. Box 637 Escalon, CA 95320 rgranberg@granbergassociates.com
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Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first-class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

DISTRICT CONTRACT ADMINISTRATOR: The DISTRICT's contract administrator and contact person for this Agreement is:

NSJWCD General Manager
Steve Schwabauer
steve@NSJWCD.com
209-329-0250

**NORTH SAN JOAQUIN WATER
CONSERVATION DISTRICT, a California Water
Conservation District**

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____

**GRANBERG & ASSOCIATES, INC., a California
Corporation**

By: _____

Title: President

Print Name: Robert L. Granberg

Date: _____

TASK 1: GRANT MANAGEMENT ASSISTANCE

1.1 Manage Grant Agreements – Understand each grant and the project it funds; help organize district scheduling and accounting with respect to the grant funding for each project; track expenditures under each grant; perform reporting required under each grant; assist district with complying with contractual obligations under each grant related to bidding, wages, construction projects.

1.1.1 Grants related to the South System:

1.1.1.1 Assist if requested by Jennifer Spaletta with Prop. 1 Grant Agreement with DWR for South System Phase 1 and 2: \$3 million grant with 50% Cost Share. Grantee is NSJWCD.

1.1.1.1.1 Project funded includes New South Pump Station (completed); Brandt/Tretheway Distribution box (completed); SCADA at both of the above (completed but needs performance testing); new distribution boxes, valves and SCADA at Manor Lane and Handel boxes; new pipeline segment; Pixley Slough outfall meter/SCADA.

1.1.1.2 IRWM Grant Agreement for South System Phase 3: NSJWCD as LPS under Agreement between County and DWR, \$3 million grant with 25% cost share

1.1.1.2.1 Project funded includes improvements to middle section of main pipeline to facilitate in-lieu irrigation deliveries and Flood MAR deliveries

1.1.1.3 SGMA Implementation Grant for North System: \$3.9 million grant with no cost share but possible contributions from new landowner improvement district and/or groundwater charge revenue. NSJWCD as LPS under Agreement between County and DWR.

1.2 Reports to Board: Provide written reports to the NSJWCD Board of Directors regarding the status of the above upon request.

EXHIBIT B: Fees and Expenses Reimbursement

DISTRICT shall pay to CONSULTANT a fee based on CONSULTANT's hourly rate of \$300.00 per hour for the actual time necessarily and actually expended on the Services. This rate applies to Robert L. Granberg, P.E., DBIA, who will be primarily responsible for providing Services under this Agreement. Any other consultant personnel assigned to the work will be billed at consultant's standard billing rates for such personnel.

The annual contract amount per fiscal year shall not exceed \$24,000 without approval of the DISTRICT Board of Directors.

CONSULTANT also may bill the DISTRICT for, and DISTRICT shall reimburse the following types of necessary, actual, and reasonable travel and business expenses incurred by CONSULTANT in connection with the Services:

1. Mileage reimbursement for use of a personal vehicle at the then current IRS rate, with itemized detail describing the DISTRICT business. CONSULTANT's mileage reimbursement shall apply solely to travel while conducting DISTRICT business outside of San Joaquin County.
2. Parking fees.
3. Lodging for travel over 120 miles one way from CONSULTANT's residence, subject to prior DISTRICT approval.
4. Air travel, subject to prior DISTRICT approval.
5. Meal costs (including reasonable tip) when meeting to conduct DISTRICT business.

Expenses under these items must be supported with a bill, receipt, or other appropriate documentation and subject to DISTRICT expense reimbursement policy.

North San Joaquin Water Conservation District
Sustainable Groundwater Management Rules and Regulations
DRAFT FOR DISCUSSION PURPOSES ONLY – JULY 2026

1. Purpose

- 1.1. The District has elected to be a Groundwater Sustainability Agency (GSA) under the Sustainable Groundwater Management Act (SGMA) to maintain local control of groundwater use, achieve groundwater sustainability within the District and greater Eastern San Joaquin Subbasin, and protect the environment and economy of our area.
- 1.2. These rules and regulations will:
 - 1.2.1. Allow the District to collect data to make better groundwater management decisions
 - 1.2.2. Inform decision making by individual landowners in the District regarding groundwater use
 - 1.2.3. Ensure landowners are charged fairly for use of groundwater and resulting impacts
 - 1.2.4. Provide a foundation for future demand management actions by the District to reduce groundwater pumping as necessary to avoid SGMA defined “Undesirable Results” such as lower groundwater levels which can adversely impact domestic and agricultural wells, groundwater dependent ecosystems and interconnected surface waters.

2. Measuring Groundwater Extraction

2.1. Land Use Code Estimates

- 2.1.1. The District currently estimates groundwater extraction for each parcel for purposes of the District’s groundwater charge through the use of tax assessor land use codes and estimated groundwater extraction for each land use code. This practice will continue for the time being.
- 2.1.2. Landowners may submit an appeal to the District and request that the District base their groundwater charges on metered extraction data or the District calculated ET Based Measurement in lieu of the land use code estimate.

2.2. ET Based Measurement

- 2.2.1. ET Based Measurement is a method to estimate groundwater use on a parcel that relies on satellite imagery to compute evapotranspiration (ET) and identify crop type, accounts for precipitation, surface water use, and assumed irrigation efficiency.

2.2.2. Beginning October 1, 2026, the District will measure groundwater use for each irrigated parcel **20 acres or greater** using ET Based Measurement. This measurement will be performed by an outside consultant. Landowners can register with the District to receive a report of their ET Based Measurement. Reports will be provided electronically only.

2.2.3. Landowners may elect to use their ET Based Measurement of total pumped groundwater for purposes of computation of their groundwater charge, in-lieu of the current method for computing the annual groundwater charge which relies on the Land Use Code Estimate Method.

2.3. Meters

2.3.1. Landowners are encouraged, but not required to, install and use meters to measure pumped groundwater and to provide this information to the District for purposes of computing groundwater charges, and for improving the District's data-sets and ET Based Measurement methods.

2.3.2. The District may require meters in the future for all groundwater extraction or categories of extraction. Landowners are encouraged to plan for this potential future requirement when redeveloping irrigation systems.

[Include specific requirements for meter type, accuracy, district inspection, etc.?]