

**MOKELUMNE RIVER INTEGRATED CONJUNCTIVE USE PROGRAM  
COOPERATIVE AGREEMENT**

This MOKELUMNE RIVER INTEGRATED CONJUNCTIVE USE PROGRAM COOPERATIVE AGREEMENT among the Participating Agencies (**Agreement**) is entered into as of the last date in the signatures blocks below by and among San Joaquin County (**County**), San Joaquin County Flood Control and Water Conservation District (**District**), Mokelumne River Water and Power Authority, a Joint Powers Authority consisting of the **County** and the **District**, (**Authority**) (collectively, **Lead Applicant**), on the one hand, and the City of Stockton (**City**), North San Joaquin Water Conservation District, a California Water Conservation District (**NSJWCD**), and Stockton East Water District, a political subdivision of the State of California (**SEWD**), (the City, NSJWCD and SEWD are collectively referred to as the **Participating Agencies**). The Lead Applicant and the Participating Agencies are collectively referred to as the **Parties**, or each individually as a **Party**.

**RECITALS**

- A. The Authority has a pending water right application, A029835 (**Application**), to appropriate water from the Mokelumne River.
- B. The Mokelumne River Integrated Conjunctive Use Program (**MICUP**) is a regionally coordinated effort to process the Application and identify and implement projects to put to beneficial use the water available from the Application for improved groundwater sustainability in the Eastern San Joaquin Groundwater Subbasin.
- C. The Parties are pursuing activities to process the Application and implement MICUP including: (1) Preparing and submitting to the State Water Resources Control Board (**SWRCB**) a Petition to Amend the Application, an updated Water Availability Analysis, a Petition to Change, and an Underground Storage Supplement; (2) Preparing a Draft Environmental Impact Report for circulation to comply with the California Environmental Quality Act; and (3) Working to resolve protests to the Application. These activities are referred to as the **Petition Activities**.
- D. If and when the ~~SWRCB~~ grants a permit for the Application (**MICUP Permit**), the Participating Agencies plan to divert the water available under the MICUP Permit, and put the water to beneficial use, through the projects identified in the MICUP program. The Lead Applicant does not intend to divert or put the water available under the Application to beneficial use but desires to continue to invest in the planning phases of MICUP, as a proper use of District Zone 2 funding, to ensure the Application is processed and MICUP proceeds in order to help improve groundwater conditions in the subbasin for the overall benefit to communities, economic and environmental health of the County.

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E. There is a storage related component to MICUP that will be facilitated through a separate agreement(s) between the County and/or the Participating Agencies and East Bay Municipal Utility District (**EBMUD**) for the storage of MICUP water in Camanche Reservoir (**Storage Agreement**). The Storage Agreement was contemplated in Section 6 of the Protest Dismissal Agreement between EBMUD, County, NSJWCD, Central Delta Water Agency, South Delta Water Agency, and SEWD (**PDA**).

F. The Parties now desire to set forth the terms of their cooperation related to proceeding with the Application, Petition Activities, Storage Agreement, and potential use of the water available under a MICUP Permit for MICUP program implementation.

In consideration of the mutual promises and obligations set forth below, the Parties agree as follows:

### **AGREEMENT**

1. **RECITALS.** The above Recitals are incorporated in this Agreement.
2. **PURPOSE.** The purpose of this Agreement is to establish the rights, roles and responsibilities of the Parties for the planning and potential implementation of MICUP.
3. **DEFINITIONS.**
  - 3.1. **Administrator.** The Administrator is the person designated to coordinate MICUP Petition Activities until the MICUP Permit is issued by the SWRCB. The initial Administrator may be Steve Schwabauer, General Manager of Party NSJWCD. The Administrator may be changed from time to time upon approval of the Parties. The Administrator has no independent authority to bind the Parties, but rather is a designated individual who will serve to coordinate the activities of the Parties under this Agreement.
  - 3.2. **Application.** Application refers to pending water right Application A029835, as it may be amended from time to time.
  - 3.3. **Available Water.** Available Water refers to the water available pursuant to the terms and conditions of any permit issued by the SWRCB on Application A029835.
  - 3.4. **Common Interest Agreement.** That certain Common Interest Agreement related to processing the Application and the Petition Activities has been executed by all of the Parties.
  - 3.5. **Litigation.** Litigation refers to any court action, arbitration or SWRCB proceeding regarding the Application or Petition Activities.

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- 3.6. **MICUP Stored Water.** MICUP Stored Water is water stored under the MICUP Permit and available pursuant to the Storage Agreement, as described in Section 4.6.
- 3.7. **Petition Activities.** Petition Activities refer to the following activities related to the Application:
- 3.7.1. Preparing and submitting to the SWRCB a Petition to Amend the Application, an updated Water Availability Analysis, a Petition to Change, and an Underground Storage Supplement;
- 3.7.2. Preparing a Draft Environmental Impact Report (**DEIR**) for circulation to comply with the California Environmental Quality Act;
- 3.7.3. Working to resolve protests to the Application; and
- 3.7.4. Such other activities as are necessary to process the Application.
- 3.8. **Storage Agreement.** Storage Agreement refers to the agreement to be negotiated among the Parties and EBMUD for the storage of MICUP Permit water in the Camanche Reservoir, as set forth in Section 4.6.
- 3.9. **TAG.** The TAG is the Technical Advisory Group comprised of one staff representative of each Party. A single staff representative shall be designated by the Lead Applicant to represent all three entities comprising the Lead Applicant.
- 3.10. **Watermaster.** The Watermaster appointed by the Participating Agencies pursuant to Section 5.3.
4. **MICUP PETITION ACTIVITIES.**
- 4.1 **Co-Applicants.** The Authority will add the Participating Agencies as co-Applicants on the Application within thirty (30) days of execution of this Agreement by all Parties.
- 4.1. **Technical Advisory Group (TAG).** Each Party may designate a representative to serve on the TAG. The TAG may develop and recommend consultants and scopes of work as needed for the Petition Activities, and monitor and review the progress of the work undertaken by consultants to ensure the work is completed in a thorough, cost-effective and timely manner. Subject to the approval of each Party's respective governing board, the TAG shall direct the work on the Petition Activities through the Administrator. The TAG members may be copied on all correspondence with consultants and may be invited

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to all meetings with consultants. The TAG members may periodically report back to each of their respective boards/agencies.

4.2. **Administrator.** The Administrator shall coordinate the Parties through the TAG for purposes of completing the Petition Activities.

4.3. **Cooperation and Decision Making.**

4.3.1. The Parties agree to work cooperatively to complete the Petition Activities.

4.3.2. All decisions, including, but not limited to, changes in any scope of work or estimated costs, shall be made by consensus of all of the Parties through the TAG, subject to the prior approved budget of the Parties governing bodies.

4.3.3. Decisions regarding budgeting and expenditures of Party funds, substantive changes to the Application or resolution of protests, substantive decisions regarding Litigation, or any other material decision that is discretionary in nature will be recommended to each Party's respective governing body for discussion and final action.

4.4. **Budget/Costs.** The Administrator will work with the TAG to prepare and present to the Parties (1) an annual budget including a first year budget for presentation to each Party's respective governing body, and (2) any applicable contracts or scopes of work that have been recommended by the TAG, for review and approval of the Parties' respective governing bodies prior to incurring costs subject to reimbursement under this Agreement. Costs include but are not limited to: SWRCB fees and costs, consulting and legal fees, the actual reasonable costs of the Administrator and its counsel to perform the duties of the Administrator as set forth in this Agreement, Lead Applicant or other Party staff time if authorized by the TAG, and Litigation costs. For the avoidance of doubt, Party staff or outside legal counsel fees will not be subject to reimbursement unless expressly budgeted and approved by the Parties pursuant to this Agreement.

4.4.1. The initial budget for the Petition Activities for the fiscal year 2025-26 and fiscal year 2026-27 is attached as Exhibit A.

4.5. **Reimbursement.** Approved costs will be timely paid by the Administrator (or alternatively a Participating Agency), subject to reimbursement by Parties, as follows:

4.5.1. Lead Applicant: The District will contribute Fifty Thousand Dollars (\$50,000.00) per fiscal year to approved costs for Petition Activities.

4.5.2. Participating Agencies: After the District's contribution has been expended, remaining approved costs will be split NSJWCD 40%, City 40%, SEWD 20%.

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- 4.5.3. The Administrator will provide the Parties a detailed spreadsheet, with copies of all bills, within thirty (30) days of the end of each quarter, along with an invoice to each Party, as applicable. Participating Agencies will pay invoices for approved costs within sixty (60) days of presentment.
- 4.5.4. For purposes of expediency given the exhaustion of the grant funding that funded the Petition Activities prior to December 31, 2025, since January 1, 2026, Party NSJWCD has fronted the cost (not to exceed \$100,000.00) of the on-going consulting work required to (1) complete the preparation of the Petition to Amend the Application, an updated Water Availability Analysis, a Petition to Change, and an Underground Storage Supplement; and (2) finish the DEIR for circulation to comply with the California Environmental Quality Act. Upon approval of this Agreement, each Party agrees to reimburse NSJWCD for its share of those costs upon presentment of an invoice with supporting detail.
- 4.6. **EBMUD Agreement.** The Lead Applicant and the Participating Agencies will negotiate and execute the Storage Agreement with EBMUD for storage and release of up to 48,000-acre feet per annum of MICUP Stored Water, consistent with the PDA. MICUP Stored Water available as a result of the EBMUD Agreement is Available Water subject to Section 5.2.
- 4.7. **Information Access.** The Parties will have full access to all data, draft documents, reports, records and other such information developed and submitted to the Lead Applicant, Administrator or Watermaster as a part of the Petition Activities, subject to the obligations of the Parties under the Common Interest Agreement.
- 4.8. **Use of Work.** Any Party may use the information developed as part of the Application and/or Petition Activities subject to (1) that Party having paid its share of the costs as required by this Agreement; and (2) the obligations of the Parties under the Common Interest Agreement.
5. **MICUP PERMIT OPERATIONS.**
- 5.1. The provisions of this Section 5 will apply to MICUP operations if the SWRCB issues the MICUP Permit, unless replaced by a separate signed agreement of the Parties.
- 5.2. **Allocation.** When there is Available Water, it will be initially allocated as follows:
- 5.2.1. City 40%, NSJWCD 40%, SEWD 20%.
- 5.2.2. If the City, NSJWCD or SEWD do not schedule their full proportionate allocation, the unscheduled amount will be allocated to the other Participating Agencies based

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on their allocated percentages, and this process will continue until all Available Water is scheduled or declined by the City, NSJWCD or SEWD.

5.3. **Watermaster.** The Participating Agencies anticipate appointing by consensus, a Watermaster. The Participating Agencies will share the cost of the Watermaster based on the 40/40/20 allocation set forth above, subject to an annual true-up based on the total MICUP water diverted by each Participating Agency, and subject to budget approval as provided in Section 4.4. The Parties anticipate the Watermaster responsibilities will include:

5.3.1. Coordinate meetings of the Participating Agencies to determine when there is Available Water. When there is Available Water, the Participating Agencies will meet and coordinate with the Watermaster at least weekly to schedule the Available Water, and more frequently as needed, consistent with this Agreement.

5.3.2. Assist the Participating Agencies to schedule diversion or redirection of Available Water, consistent with this Agreement, and communicate with the Parties regarding operations.

5.3.3. Gather diversion information from all Parties to compile and report annually as required to the Parties and SWRCB.

5.4. **Stored Water:**

5.4.1. If EBMUD notifies the Watermaster that there is MICUP Stored Water in Camanche Reservoir pursuant to the EBMUD Agreement, the Watermaster will share this information with the Participating Agencies within forty-eight (48) hours.

5.4.2. Available Water may be diverted and delivered through the Mokelumne Aqueduct, only if that water is available to the Participating Agency to schedule pursuant to the terms of this Agreement and the diversion and delivery is consistent with the Storage Agreement.

5.5. **Restrictions on Use.** The Parties agree that the purpose of MICUP is to bring additional surface water into the subbasin to help achieve sustainability and that the MICUP purpose is not served by using MICUP water in place of other surface water sources if it results in less overall surface water use in the subbasin. Therefore, the Parties will closely coordinate their respective diversions under various water rights and sources to maximize the total diversion and use of surface water in the subbasin

6. **NO IMPACT ON WATER RIGHTS/FACILITIES.** The Participating Agencies intend to maintain complete control and autonomy over the water rights, water supply assets and

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facilities to which they are legally entitled and make no commitments by entering into this Agreement to share or otherwise contribute these rights, assets or facilities as part of the development and defense of the Application or the MICUP program.

**7. DATA AND REPORTING.**

7.1. The Participating Agencies will measure all MICUP Permit diversions as required by applicable laws and regulations and report those measurements to the other Parties and the Watermaster.

7.2. The Watermaster will prepare the annual Report of Permittee for the MICUP water right and will submit a draft report to the Parties two (2) weeks before the report is due to the SWRCB. The Parties will provide comments on the draft within one (1) week, and the Watermaster will ensure the annual Report of Permittee is timely submitted by the required deadline. Any failure of the Parties to timely provide comments to the Watermaster on the draft report will be interpreted as acceptance of the draft report as the annual Report of Permittee that the Watermaster submits to the SWRCB.

**8. DISPUTE RESOLUTION.** If a dispute arises, the Parties involved shall:

8.1. Provide detailed written notice to all Parties of the dispute and schedule a meeting of all Parties within five (5) days to try to resolve the dispute. If the dispute remains unresolved after the initial meeting, the Parties shall continue to meet and confer in good faith to resolve the dispute over the course of the next thirty (30) days, which shall include at least one in person meeting including one representative from each Party.

8.2. If the dispute is not resolved within sixty (60) days of the written notice, an aggrieved Party may proceed to seek resolution of the dispute as follows:

8.2.1. An aggrieved Party may file an action in Sacramento County Superior Court, or a complaint with the SWRCB, as applicable, for any dispute other than a dispute subject to Section 8.2.2.

8.2.2. All disputes involving monetary damages only, with an amount in controversy of Five Hundred Thousand Dollars (\$500,000.00) or less, shall be resolved through binding arbitration through JAMS or AAA, in San Joaquin County.

8.2.3. Notwithstanding the procedures set forth herein, the Parties may mutually agree, in writing, to participate in mediation or any other means of dispute resolution.

**9. WITHDRAWAL.** A Party may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon one (1) year written notice to all other Parties. Any Party who withdraws shall remain obligated to pay its share of all debts, liabilities,

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and obligations the Party incurred or accrued under this Agreement prior to the effective date of such withdrawal. Upon withdrawal of a Participating Agency, that Participating Agency's allocated share of Available Water shall be redistributed proportionately to the remaining Participating Agencies based on their existing percentages.

10. **BOOKS AND RECORDS.** Each Party, the Watermaster and the Administrator shall maintain all documents and records that demonstrate performance under the Agreement for a minimum period of five (5) years, or for any longer period required by law. The Administrator, and then the Watermaster, shall retain these records on a share-site available to all Parties.
11. **NOTICE.** Any notice or communication required or permitted hereunder shall be in writing and shall be delivered personally, delivered by nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, or (if an email address is provided) sent by electronic transmission (subject to confirmation of such electronic transmission). Any such notice or communication shall be deemed to have been given (i) when delivered, if personally delivered, (ii) the day received from a nationally recognized overnight courier service, if sent by nationally recognized overnight courier service, (iii) the day of sending, if sent by email before 5:00 p.m. (PT) on any Business Day or the next succeeding Business Day if sent by email after 5:00 p.m. (PT) on any Business Day or on any day other than a Business Day, or (iv) five (5) Business Days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the following address or email address, or to such other address or addresses or email address or addresses as such Party may subsequently designate to the other Party by notice given hereunder:

To Lead Applicant:

San Joaquin County Public Works Department  
Post Office Box 1810  
1810 East Hazelton Avenue  
Stockton, CA 95201  
Telephone: 209.468.3000  
Email: [PWInfoSupport@sjgov.org](mailto:PWInfoSupport@sjgov.org)

To City:

City of Stockton Municipal Utilities Department  
c/o Deputy Director of Water Resources  
2500 Navy Drive  
Stockton, CA 95206  
Telephone: 209.937.8700  
Email: [travis.small@stockton.ca.gov](mailto:travis.small@stockton.ca.gov)

To NSJWCD:

North San Joaquin Water Conservation District  
c/o General Manager  
498 East Kettleman Lane  
Lodi, CA 95240

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Post Office Box 334  
Victor, CA 95253  
Telephone: 209.368.2101  
Email: [steve@nsjwcd.com](mailto:steve@nsjwcd.com)

To SEWD: Stockton East Water District  
c/o General Manager  
Post Office Box 5157  
6767 East Main Street  
Stockton, CA 95205  
Telephone: 209.048.0333  
Email: [sewd@sewd.net](mailto:sewd@sewd.net)

### 13. MISCELLANEOUS.

- 13.1. Covenant of Further Assurances. The Parties hereby agree to execute such other documents and perform such other acts as may be necessary to carry out the covenants contained in this Agreement.
- 13.2. Performance on a Business Day. If the date on which payment or performance of any obligation of a Party hereunder is other than a Business Day, or the last day for the giving of any notice required or permitted hereunder is other than a Business Day, the time for such payment, performance or delivery shall automatically be extended to the first Business Day following such date. If the date on which payment or performance of any obligation of a Party hereunder is other than a Business Day, or the last day for the giving of any notice required or permitted hereunder is other than a Business Day, the time for such payment, performance or delivery shall automatically be extended to the first Business Day following such date. “**Business Day**” means any day other than a Saturday, Sunday, or any other day on which banking institutions in the State of California are authorized by law or executive action to close.
- 13.3. Entire Agreement. This document represents the entire Agreement between the Parties concerning the subject matter and supersedes all other prior agreements, except those that are expressly referenced and incorporated herein (such as the Common Interest Agreement). This Agreement may only be modified by a written instrument signed by the Parties.
- 13.4. No Waiver. No consent or waiver by any Party to or of any breach of any representation, covenant, or warranty will be construed as a consent to or waiver of any other breach of the same or any other representation, covenant, or warranty.
- 13.5. Governing Law. This Agreement, and all actions arising hereunder or relating hereto, shall be governed and construed and enforced in accordance with the laws of the State

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of California without giving effect to any choice or conflict of law provision or rule whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California.

- 13.6. Interpretation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement, and this Agreement is to be interpreted as if it were drafted by all and not anyone or more Parties. The headings used in this Agreement are for purposes of convenience only and should not be used in construing the provisions of this Agreement.
- 13.7. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts and, when so executed, shall have the same force and effect as though all signatures appeared in one document. This Agreement and any other transaction document, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine, portable document format or other electronic transmission (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)), will be treated in all manner and respects as an original contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Any such signature page will be effective as a counterpart signature page hereto without regard to page, document or version numbers or other identifying information thereon, which are for convenience of reference only. At the request of any Party hereto or to any such contract, each other Party hereto or thereto will re-execute original forms thereof and deliver them to all other Parties. No Party hereto or to any such contract will raise the use of a facsimile machine, portable document format or other electronic transmission (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, portable document format or other electronic transmission (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) as a defense to the formation of a contract and each such Party forever waives any such defense.
- 13.8. Authority. Each individual executing this Agreement on behalf of any Party represents and warrants to the other Party that their execution and delivery of this Agreement and all related documents on behalf of the Party for whom they are signing has been duly authorized.
- 13.9. Partial Invalidity. If any term or provision of this Agreement is, to any extent, invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

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13.10. Time is of the Essence. Time is of the essence in this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the date set forth above.

<p><b>SAN JOAQUIN COUNTY</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Approved as to form:</p> <p>COUNTY COUNSEL</p> <p>By: _____</p>
<p><b>CITY OF STOCKTON</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Approved as to form:</p> <p>CITY COUNSEL</p> <p>By: _____</p>
<p><b>SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Approved as to form:</p> <p>DISTRICT COUNSEL</p> <p>By: _____</p>

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<p><b>MOKELUMNE RIVER WATER AND POWER AUTHORITY</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Approved as to form:</p> <p>AUTHORITY COUNSEL</p> <p>By: _____</p>
<p><b>NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT (NSJWCD)</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Approved as to form:</p> <p>DISTRICT COUNSEL</p> <p>By: _____</p>
<p><b>STOCKTON EAST WATER DISTRICT (SEWD)</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Approved as to form:</p> <p>DISTRICT COUNSEL</p> <p>By: _____</p>

# EXHIBIT A MICUP COOPERATIVE AGREEMENT BUDGET

EXHIBIT 1

<b>Revenues<sup>1</sup></b>	<b><u>Fiscal Year 2025-26</u></b>	<b><u>Fiscal Year 2026-27</u></b>
San Joaquin County	\$50,000	\$50,000
City of Stockton Municipal Utilities Department	\$59,200	\$100,000
North San Joaquin Water Conservation District	\$59,200	\$100,000
Stockton East Water District	\$29,600	\$50,000
<b>Revenue Totals</b>	<b>\$198,000</b>	<b>\$300,000</b>
<b>Expenses</b>	<b><u>Fiscal Year 2025-26</u></b>	<b><u>Fiscal Year 2026-27</u></b>
Amend Water Right Permit 29835	\$30,000	
Legal Fees Water Right Permit 29835	\$15,000	
Legal Fees Water Right Protest Response		\$50,000
Draft Environmental Impact Report (DEIR)	\$60,000	
Publish DEIR	\$50,000	
Response to Final EIR		\$150,000
Technical Work for DEIR	\$35,000	
Economic Report -WR#29835	\$8,000	
Contingency		\$50,000
MICUP Administrator		\$50,000
<b>Expense Totals</b>	<b>\$198,000</b>	<b>\$300,000</b>

<sup>1</sup>Revenues are contributions from the Cooperating Agencies. San Joaquin County will contribute \$50,000 per fiscal year. The County contribution will be used first, then City of Stockton and North San Joaquin Water Conservation District will each pay 40% of the expenses. Stockton East Water District will pay the remaining 20% of the expenses.