

**TEMPORARY EMERGENCY STORMWATER DISCHARGE AGREEMENT
BY AND BETWEEN THE CITY OF MANTECA AND
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

This **Temporary Emergency Stormwater Discharge Agreement** (“**Agreement**”) is entered into this ____ day of _____, 2025 (“**Effective Date**”), by and between the **CITY OF MANTECA**, a municipal corporation (“**City**”), and the **SOUTH SAN JOAQUIN IRRIGATION DISTRICT**, an irrigation district formed under the California Irrigation District Law (“**District**” or “**SSJID**”) (collectively, “**Parties**”).

RECITALS

A. District occupies extensive and various easements and fee-owned lands for the operation of its irrigation and drainage facilities. The District’s easements, whether of record or prescriptive, and fee-owned lands are referred to as “District Property.” All District canals, pipelines, appurtenances, or other structures upon District Property are referred to collectively as “District Facilities.”

B. The South San Joaquin Irrigation District City of Manteca Storm Drainage Agreement, entered into on the 14th day of February, 2006, Section 2, makes available to City the following described irrigation and drainage facilities to transport its storm water from land within the boundaries of District, to other waters of the State of California and of the United States: those portions of irrigation and drainage facilities described as Drains 3, 3A, 4, 5, 7, 8, and 8A.

C. The South San Joaquin Irrigation District City of Manteca Storm Drainage Agreement, Section 6, requires that City shall not discharge storm water in excess of such capacity as may be available in District conveyance facilities at any point in time without causing canals to be overfilled or pipelines to be pressurized beyond safe limits.

D. The South San Joaquin Irrigation District City of Manteca Storm Drainage Agreement, Section 7b, allows for New Connections for drainage of land outside the District’s boundaries subject to prior approval of District. District’s approval of such connections is subject to the provisions applicable to new connections in District’s boundaries, and may be subject to additional conditions as District may reasonably impose, including payment for District conveyance facilities, payment for maintenance and improvement of the facilities, and provisions to preserve and protect the priority of in-District uses and to protect water quality.

E. The South San Joaquin Irrigation District City of Manteca Storm Drainage Agreement, Section 11, requires that the quality of drainage water discharged by the City into District conveyance facilities shall meet all Water Quality Rules, whether such requirements are now in existence or become effective hereafter. City shall obtain and maintain in force at all times, any and all permits required under applicable law, including, but not limited to, National

Pollution Discharge Elimination System (“NPDES”) for Storm Water Program pursuant to the Clean Water Act. City shall take any and all actions required to fully comply with its NPDES permit and any other permits required under Water Quality Rules.

F. The South San Joaquin Irrigation District City of Manteca Storm Drainage Agreement, Section 13, requires that during periods when District is performing construction or maintenance on, or repairs or replacement to, any District conveyance facilities, City shall take appropriate action to prevent all storm drainage from entering each such facility when necessary for District to preform the work and shall not resume the use of affected District conveyance facility until such time as City has been advised by District that the work upon the District’s conveyance facility is completed.

G. The South San Joaquin Irrigation District City of Manteca Storm Drainage Agreement, Section 19, states that, “City agrees to indemnify, release and hold the District harmless from claims, demands, obligations, liabilities, lawsuits, administrative proceedings, or any other actions arising out of discharges within City’s boundaries to District conveyance facilities, the condition of District conveyance facilities, the permission granted to City in this Agreement or its performance, nonperformance or negligent performance of its obligations in this Agreement, including, but not limited to, damage to persons, damage to private property or District facilities or other public property, inverse condemnation, or negligent or non-compliance with the Clean Water Act, Porter Cologne Water Quality Control Act or any other Water Quality Rule, or court decision. Such indemnity shall include all fines, and penalties and the reasonable costs and expenses, including court costs and reasonable attorney fees, of District and its officers, directors, employees, agents and attorneys.

H. On December 4, 2025, the City submitted a formal request to SSJID seeking a temporary, emergency stormwater discharge connection to District’s Drain 8 to address immediate capacity concerns at stormwater detention basins serving developing areas outside SSJID’s jurisdictional boundaries. These areas are not covered by the existing Stormwater Drainage Agreement between the Parties.

I. Currently, the City does not have sufficient downstream infrastructure installed to provide stormwater discharge for the southwest portion of the City, which is an area outside of SSJID’s boundary. New development within this area does not currently have permanent terminal stormwater drainage, and these areas are presently utilizing temporary detention basins to hold stormwater in accordance with the City of Manteca 2013 Storm Drain Master Plan. However, these temporary basins are having extreme difficulty percolating and are holding stormwater, reducing capacity for future storm events.

J. Due to the impending winter and storm events in the near future, the City is in need of an immediate temporary solution. A temporary pipeline extending east from the northerly quadrant of McKinley Avenue and W. Atherton Drive to Drain 8 would be the most readily available option to allow for discharge of excess stormwater from the detention basins.

K. During severe or extraordinary storm events, temporary discharge of stormwater may be necessary to mitigate flooding or prevent damage to public or private property.

L. At its December 9, 2025 board meeting, SSJID agreed to allow the City to discharge stormwater into District's Drain 8, that ultimately flows into SSJID's French Camp Outlet Canal ("FCOC"), on a short-term, emergency basis, subject to the City entering into a written agreement for the same containing certain terms and conditions which are set forth in this Agreement.

AGREEMENT

1. DEFINITIONS

- a) "**Emergency Storm Event**" means extreme or unanticipated storm or hydrologic conditions that exceed the City's stormwater capacity and create an imminent risk of flooding or threats to public health and safety.
- b) "**Drain 8**" means the District's drainage facility known as Drain 8, including all appurtenant structures. Drain 8 consists of a rubber-gasketed reinforced concrete pipe system varying in size from forty-eight inches (48") to sixty-six inches (66") in diameter and terminating at the confluence with Drain 7 and the upstream end of the FCOC in southwest Manteca.
- c) "**Day**" means the 24-hour period commencing at 12:00 a.m. and ending at 11:59 p.m. on any given calendar date.

2. AUTHORIZATION

- a) SSJID grants to the City, a revocable license for the temporary emergency stormwater discharge from the City's detention basins located at McKinley Avenue and W. Atherton Drive to the District's Drain 8 through means of a temporary connection and pipeline.
- b) A schematic of the pump location, pipeline alignment, and connection point are shown on **Exhibit "A."** The City shall not alter or deviate from the approved schematic without written authorization from the District.
- c) The watershed from which the stormwater originates is depicted on **Exhibit "B,"** and nothing herein grants the City the right to drain water from any other lands or facilities without written authorization from the District.
- d) Nothing herein grants the City a permanent, ongoing, or routine right to discharge stormwater from the detention basins to Drain 8 or any other District facility. This Agreement does not modify District boundaries, responsibilities, water rights, or the existing Stormwater Drainage Agreement between the Parties.

3. DOCUMENT AND IMPROVEMENT REQUIREMENTS

The City shall provide the District, prior to any connection to Drain 8, plans and supporting documentation sufficient for District review and approval, and shall include, at a minimum, the following:

- (a) A flow meter capable of displaying instantaneous flow rate and totalized discharge volume;
- (b) The pumping location and proposed discharge flow rate;
- (c) Pipeline alignment, diameter, length, and material;
- (d) The proposed improvement plans including construction details;
- (e) The pump system watershed and associated stormwater collection and conveyance system.

4. PRE-DISCHARGE NOTICE REQUIREMENTS; PROCEDURES

- a) The City shall strive to provide SSJID with no less than forty-eight (48) hours' written advance notice of an intended discharge but in no way will discharge be allowed without express permission from the District. Written notice shall be provided by e-mail to **all** of the following District representatives:

Forrest Killingsworth, Engineering Department Manager (forrest.killingsworth@ssjid.gov)

Joe Hasten, Irrigation Services Supervisor (joe.hasten@ssjid.gov)

Shawn Ussery, Facilities Inspector (shawn.ussery@ssjid.gov)

- b) The City's e-mailed notice shall include, at a minimum: (i) The planned discharge start date and time; (ii) the anticipated discharge duration; and (iii) the pre-discharge flow meter reading (including the date and time the reading was recorded).
- c) The City shall record the pre-discharge meter reading immediately prior to commencing discharge and shall retain documentation of such reading for post discharging reporting requirements as described below.
- d) District shall determine whether, in its sole discretion, there will be adequate capacity within the District's facilities to accept the discharge, and shall inform the City by e-mail whether or not it may proceed with the discharge. **City shall not make any discharge without advance notice to, and express written permission from, District.** Violation of this provision shall be grounds for immediate termination of this Agreement and removal of the City's pipeline at the City's expense.
- e) **The Emergency On-Call number for SSJID is (209)249-4632.**

The Emergency On-Call number for City Collections is (209) 639-4892 (Storm drain pump stations and line issues).

If the Collections phone isn't answered, additional contact numbers are:

Collections Supervisor, Derek Perry, (209) 678-8218
Wastewater Operations Manager, Dustin Valiquette, (209) 217-6450
Public Works Deputy Director, George Montross, (209) 456-7389

5. DISCHARGE CONDITIONS

The City shall be responsible for coordinating its stormwater discharge in advance of anticipated precipitation events, to ensure emergency stormwater discharged through Drain 8 will only occur during times in which the FCOC has adequate capacity to accept discharges. The City shall be solely responsible for its compliance with all applicable local, state, and federal stormwater permitting requirements in association with discharges of stormwater pursuant to this Agreement.

6. POST DISCHARGE NOTICE REQUIREMENTS

Within forty-eight (48) hours following completion of any discharge, the City shall provide the District with a written post-discharge report. The report shall summarize the discharge event and shall include, at a minimum: (i) the discharge start date and time; (ii) the discharge end date and time; (iii) the pre-discharge and post-discharge flow meter readings, including the dates and times such readings were recorded; (iv) the total volume discharged; and (v) any operational issues, deviations from the approved discharge plan, or other information reasonably relevant to the discharge. The post-discharge report shall be submitted by email to the District representatives identified in **Section 4** of this Agreement. Failure to timely submit the post-discharge report shall be grounds for termination of this Agreement.

7. TERM AND TERMINATION

- a) This Agreement shall automatically terminate on **August 1, 2026**, unless terminated earlier as set forth herein.
- b) Either Party may terminate this Agreement without cause upon sixty (60) days' prior written notice.
- c) All rights of the City to discharge stormwater under this Agreement terminate upon the effective date of termination.
- d) Within thirty (30) days following the effective date of termination of this Agreement, the City shall, at its sole expense, disconnect and remove the City's connection to Drain 8, including all associated pipelines and appurtenant facilities, and shall restore the affected District facilities and property to a condition acceptable to the District, as determined by the Engineering Department Manager.

8. COST RESPONSIBILITY

The City shall compensate SSJID in the amount of \$2,000 per day, for each day that the City discharges stormwater. The District shall invoice the City on a monthly basis for all discharges occurring during the applicable billing period. Such invoices shall be based on the post-discharge reports submitted by the City pursuant to **Section 6** of this Agreement. The City shall remit payment for each invoice within thirty (30) days of the invoice date

9. INDEMNIFICATION

City agrees to indemnify, release and hold the District harmless from claims, demands, obligations, liabilities, lawsuits, administrative proceedings, or any other actions arising out of discharges under this Agreement to District's Drain 8, the permission granted to City in this Agreement or its performance, nonperformance or negligent performance of its obligations in this Agreement, including, but not limited to, damage to persons, damage to property, including private property or to District facilities or other public property, inverse condemnation, or negligent or non-compliance with the Clean Water Act, Propter Cologne Water Quality Control Act or any other Water Quality Rule, or court decision. Such indemnity shall include all fines and penalties and the reasonable costs and expenses, including court costs and reasonable attorneys' fees, of District and its officers, directors, employees, agents and attorneys. The provisions of this paragraph will survive the termination of this Agreement.

10. MISCELLANEOUS

- a) **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of Agreement between the parties. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.
- b) **Amendments.** This Agreement may be amended only by a written document executed by both the Parties and approved as to form by the Parties' respective Attorneys.
- c) **Assignment.** Neither Party may assign rights or obligations under this Agreement without prior written consent of the other Party.
- d) **Severability.** If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- e) **Controlling Law and Venue.** This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.
- f) **Litigation Expenses and Attorneys' Fees.** If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
- g) **Mediation.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation.

The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE (“JAMS”) or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

- h) **Execution.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.
- i) **Signatures.** Signatures appear on the following page.

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

**SOUTH SAN JOAQUIN
IRRIGATION DISTRICT**

Toni Lundgren, City Manager

Peter M. Rietkerk, General Manager

ATTEST:

Cassandra Candini-Tilton
Director of Legislative Services

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Riana Daniel
Interim City Attorney

Mia S. Brown, General Counsel

EXHIBIT A
INTERIM RETENTION POND
DISCHARGE EXHIBIT
MANTECA, CALIFORNIA

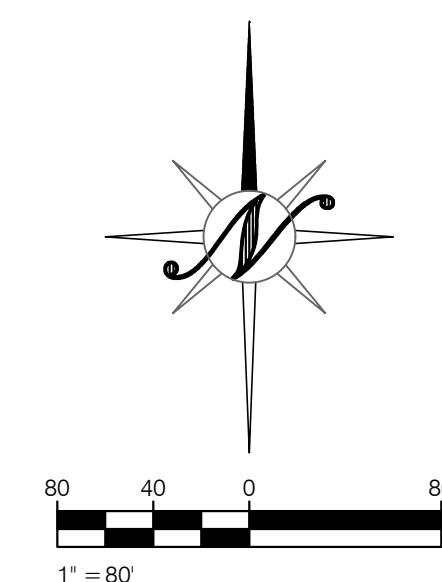
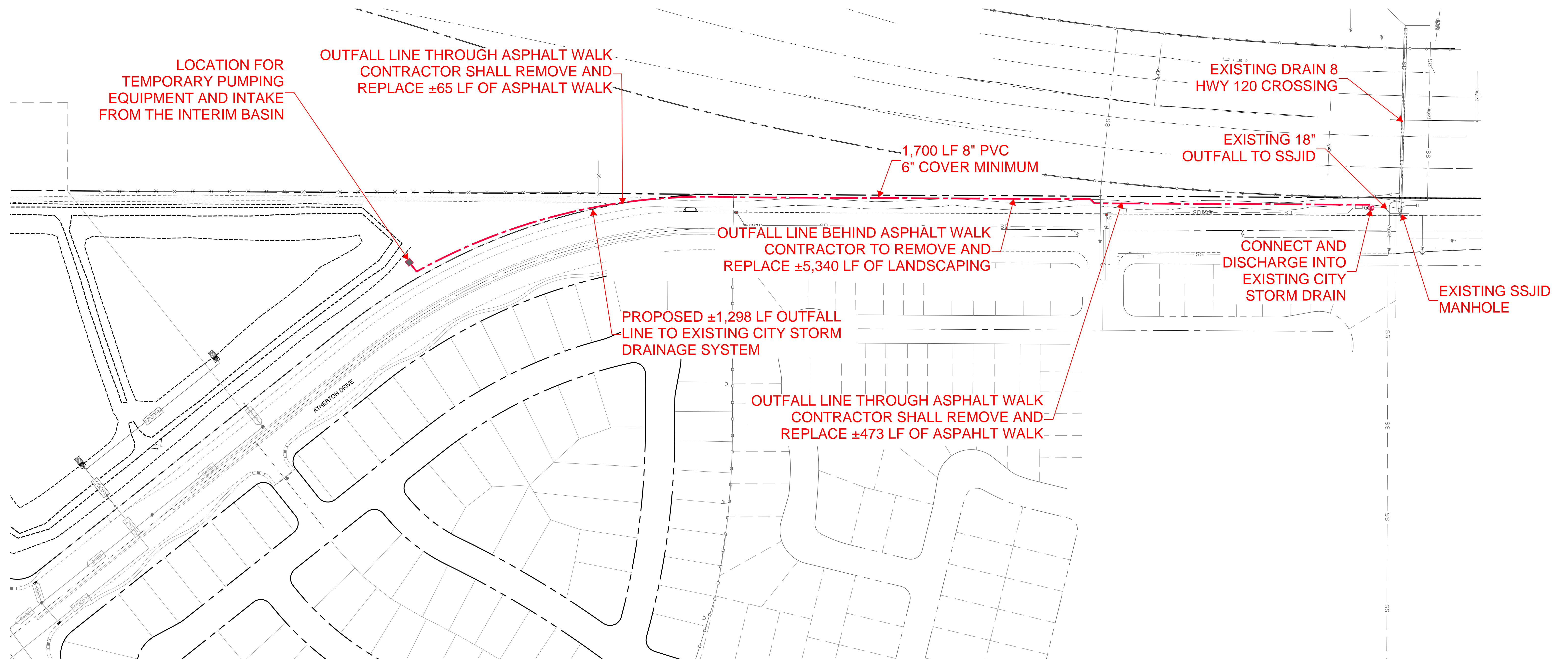


EXHIBIT B. STORMWATER WATERSHED— DENALI SUBDIVISION

