

Special Joint Meeting of the Central Delta-Mendota Region Management Committee and
Central Delta-Mendota Region Multi-Agency GSA Steering Committee

Wednesday, August 28, 2019, 10:00 AM
Santa Nella County Water District, Boardroom, 12934 S Hwy 33, Santa Nella, CA 95322

Meeting Minutes

Management and Steering Committee Members and Alternates Present

Northern DM Region Management Committee

Lacey Kiriakou, Member – Merced County

Central DM Region Management Committee

Liz Reeves, Alternate – Fresno Slough Water District

Danny Wade, Member/Alternate – Fresno Slough Water District/Tranquillity Irrigation District

Randy Miles, Alternate – Eagle Field Water District*

Aaron Barcellos, Member – Pacheco Water District*

Ben Fenters, Alternate – San Luis Water District*

Lacey Kiriakou, Member – Merced County

Augustine Ramirez, Alternate – Fresno County*

Amy Montgomery, Member – Santa Nella County Water District*

Juan Cadena, Member/Alternate – Mercy Springs/Pacheco*

Scott Silveira, Member – Merced County* (Only on Central GSA Steering Committee)

Michael Linneman, Alternate – Panoche Water District

Mike Wood, Member – San Luis Water District

Lloyd Pareira, Member – Merced County

*Indicates member/alternate of the Central DM GSA Steering Committee

San Luis & Delta Mendota Water Authority Representatives Present

Seth Harris

Claire Howard – Provost & Pritchard (Phone)

Others Present

Joe Hopkins – Provost & Pritchard/Tranquillity Irrigation District

Diane Rathmann – Panoche Water District

Lauren Layne – Baker, Manock & Jensen

Laurie Rouch – Santa Nella County Water District

Taylor Brooks – San Luis Water District

1. **Call to Order/Roll Call**

Aaron Barcellos/Pacheco WD called the meeting to order at 10:15 AM.

2. **Committees to Consider Corrections or Additions to the Agenda of Items, as authorized by Government Code Section 54950 et seq.**

No corrections or additions were made to the agenda at this time.

3. **Opportunity for Public Comment**

No public comment was received.

4. **Committees to Consider Approval of June 6th Central Delta-Mendota Region Multi-Agency GSA Steering Committee Meeting Minutes**

The Committees reviewed the meeting minutes from the June 6th meeting with no comment or corrections to be added. Amy Montgomery/Santa Nella County Water District made the motion to approve and Augie Ramirez/Fresno County seconded the motion. The motion passed with all in favor and none opposed.

5. **Committees to Consider Recommendation to Disband the Central Delta-Mendota Region Multi-Agency GSA Steering Committee**

It was agreed that this item would be tabled until the November meeting for consideration.

6. **Next Steps**

The meeting was adjourned and scheduled to resume on Thursday, August 29th at 12:30 PM. A notice of adjournment was distributed for this meeting. The resumed meeting will be held at the SLDMWA office and posted for telephonic locations.

7. **Reports Pursuant to Government Code Section 54954.2(a)(3)**

No additional reports were discussed.

8. **ADJOURNMENT**

The meeting was adjourned at 10:20 AM.

Central Delta-Mendota Groundwater Sustainability Agency Joint Powers Authority Special
Meeting of the Board of Directors

Wednesday, August 28, 2019, 10:00 AM
Santa Nella County Water District, Boardroom, 12934 S Hwy 33, Santa Nella, CA 95322

Meeting Minutes

Central Delta-Mendota GSA Representatives and Alternates Present

Liz Reeves, Alternate – Fresno Slough Water District
Danny Wade, Alternate – Tranquillity Irrigation District
Randy Miles, Representative– Eagle Field Water District
Aaron Barcellos, Representative– Pacheco Water District
Ben Fenters, Alternate– San Luis Water District
Lacey Kiriakou, 2nd Alternate– Merced County
Augustine Ramirez, 2nd Alternate– Fresno County
Amy Montgomery, Representative – Santa Nella County Water District
Juan Cadena, Representative – Mercy Springs/Pacheco
Scott Silveira, Representative – Merced County
Michael Linneman, Alternate – Panoche Water District
Mike Wood, Representative – San Luis Water District
Lloyd Pareira, Alternate – Merced County

San Luis & Delta-Mendota Water Authority Representatives Present

Seth Harris
Claire Howard – Provost & Pritchard (Phone)

Others Present

Joe Hopkins – Provost & Pritchard/Tranquillity Irrigation District
Diane Rathmann – Panoche Water District
Lauren Layne – Baker, Manock & Jensen
Laurie Rouch – Santa Nella County Water District
Taylor Brooks – San Luis Water District

I. Call to Order/Roll Call

Aaron Barcellos/Pacheco WD called the meeting to order at 10:25 AM. At the time of the meeting, one of the members had not yet executed the JPA, but was scheduled to do so later that day on August 28th. Although there was a quorum present, the members decided not to legally take action until the next day (after execution of the JPA by all members) at an adjourned meeting.

At this time all members and alternates present were sworn in by Taylor Brooks/San Luis Water District.

A. Pledge of Allegiance

B. Public Comment

No public comment was shared.

2. General Business

A. Nominate and Appoint Officers. Action Item.

The group discussed appointing members to four officer positions: Chairperson, Vice Chairperson, Secretary, and Treasurer.

- Aaron Barcellos/Pacheco Water District was recommended as Chairperson
- Amy Montgomery/Santa Nella County Water District was recommended as Vice Chairperson
- Ben Fenters/San Luis Water District was recommended as Secretary
- Amy Montgomery/Santa Nella County Water District was recommended as Treasurer

B. Presentation and Ratification of Agreements and Actions taken under the MOU. Action Item.

Aaron Barcellos/Pacheco WD asked the group if there were any issues amongst the members with regard to accepting all actions and agreements ratified under the MOU. No concerns were voiced, so it was agreed that the group recommended to approve.

C. Discussion of Central DM GSA Steering and Management Committee

Ben Fenters/San Luis WD explained that with the formation of the new JPA, there isn't a need for the continuation of the Steering Committee any longer. However, the Central Delta-Mendota Region Management Committee still functions as the body that directs the formation of the GSP. Diane Rathmann/Panoche WD explained that the Management Committee is independent of the JPA and is authorized by the Activity Agreement with the San Luis & Delta-Mendota Water Authority. It was agreed that action to disband the Central DM GSA Steering Committee will be tabled until the next regular meeting.

D. Action to Terminate Previous MOU. Action Item.

It was agreed that action to terminate the previous MOU, which governs the Central DM GSA Steering Committee, will be tabled until the next regular meeting. The MOU is superseded by the joint powers agreement.

E. Selection of Meeting Schedule. Action Item.

The group discussed the anticipated frequency for regularly scheduled meetings. Amy Montgomery/SNCWD recommended meetings be held quarterly and the group agreed. The exact dates for the regularly scheduled meetings will be determined in the next regular meeting after a poll for optimal dates is discussed.

F. Presentation and Adoption of Draft Budget for FY 2019-20. Action Item.

Amy Montgomery/SNCWD presented a suggested budget which she had prepared with input from the Water Authority. The total amounted to \$17,000, with each agency responsible for \$1,700. This total cost is anticipated to fund the JPA through the remaining fiscal year for 2019-2020. The group approved of the breakdown of cost and recommend to approve.

G. Discussion of Activity Agreement with SLDMWA

A letter of support from the Water Authority for the formation of the JPA was provided to the group. The group considered and recommended to adopt this letter.

Ben Fenters/SLWD asked when the group should consider an amendment to the current Activity Agreement to reflect the changes of cost share and other changes. Lauren Layne/Baker, Manock & Jensen recommended that the group begin discussing this at the next regular meeting of the Central GSA JPA Board of Directors. Diane Rathmann/Panoche WD explained that as the Activity Agreement is empowered through each member agency, any amendment to this document would need to go back to each agency's respective board for approval. Lauren suggested that an additional amendment could be made such that the individual boards could transfer governance to the JPA if desired.

3. Adjourn Meeting

The meeting was adjourned at 10:55 AM, until the following day, August 29th, at 12:30pm at the San Luis & Delta-Mendota Water Authority Boardroom. This meeting will allow the Central Delta-Mendota GSA to ratify/take action on the appointed officers, select a follow-up meeting, and authorize the Activity Agreement with the San Luis & Delta-Mendota Water Authority.

Resumed Central Delta-Mendota Groundwater Sustainability Agency Joint Powers Authority
Special Meeting of the Board of Directors

Thursday, August 29, 2019, 12:30 PM

San Luis & Delta-Mendota Water Authority Boardroom, 842 6th Street, Los Banos, CA, 93635

Meeting Minutes

Central Delta-Mendota GSA Directors and Alternates Present

Aaron Barcellos, Representative – Pacheco Water District
Augustine Ramirez, 2nd Alternate – Fresno County
Amy Montgomery, Representative – Santa Nella County Water District
Mike Wood, Representative – San Luis Water District
Randy Miles, Representative – Eagle Field Water District
Ben Fenters, Alternate – San Luis Water District
Liz Reeves, Alternate – Fresno Slough Water District (Phone)
Danny Wade, Alternate – Tranquillity Irrigation District (Phone)
Michael Linneman, Alternate – Panoche Water District (Phone)
Juan Cadena, Member/Alternate – Mercy Springs/Pacheco (Phone)

San Luis & Delta Mendota Water Authority Representatives Present

Seth Harris
Claire Howard – Provost & Pritchard (Phone)

Others Present

Lauren Layne – Baker, Manock & Jensen

1. Call to Order

Aaron Barcellos/Pacheco WD called to order the adjourned meeting from August 28th at 12:31 PM. Two telephonic locations were noticed for this meeting:

- 25490 West Silveria, Tranquillity, CA 93668
- 48023 West Shields Avenue, Firebaugh, CA 93622

2. General Business

A. Nominate and Appoint Officers. Action Item.

The group revisited the proposed officer appointments discussed during the August 28th meeting. Mike Wood/San Luis Water District made a motion to approve the following officer slate and Augie Ramirez/Fresno County seconded. The motion passed unanimously.

- Aaron Barcellos/Pacheco WD was recommended as Chairperson.
- Amy Montgomery/Santa Nella County WD was recommended as Vice Chairperson.
- Ben Fenters/San Luis WD was recommended as Secretary
- Amy Montgomery/Santa Nella County WD was recommended as Treasurer.

B. Presentation and Ratification of Agreements and Actions taken under the MOU. Action Item

Augie Ramirez/Fresno County made a motion to ratify all actions taken by the MOU group and Mike Wood/San Luis WD seconded; the motion passed unanimously.

E. Selection of Meeting Schedule. Action item.

The next regular meeting date of the Board was proposed for November 20th. Amy Montgomery/Santa Nella County WD made a motion to set November 20th, 2019 as a regular meeting date, and Augie Ramirez/Fresno County seconded. The motion passed unanimously. It is possible that a special meeting will be scheduled beforehand.

F. Presentation and Adoption of Draft Budget for FY 2019-20. Action item.

The Central DM GSA had discussed a draft budget prepared by Amy Montgomery/SNCWD during the August 28th meeting. The GSA now considered approval of this draft budget. Amy Montgomery provided the motion for the approval, and Mike Wood/SLWD seconded. The motion passed unanimously.

3. Adjourn Meeting

The meeting was adjourned at 12:35 PM

Central Delta-Mendota Groundwater Sustainability Agency Joint Powers Authority
Special Meeting of the Board of Directors

Thursday, August 29, 2019, 12:30 PM
San Luis & Delta-Mendota Water Authority Boardroom, 842 6th Street, Los Banos, CA, 93635

Meeting Minutes

Central Delta-Mendota GSA Directors and Alternates Present

Aaron Barcellos, Representative – Pacheco Water District
Augustine Ramirez, 2nd Alternate – Fresno County
Amy Montgomery, Representative – Santa Nella County Water District
Mike Wood, Representative – San Luis Water District
Randy Miles, Representative – Eagle Field Water District
Ben Fenters, Alternate – San Luis Water District
Liz Reeves, Alternate – Fresno Slough Water District (Phone)
Danny Wade, Alternate – Tranquillity Irrigation District (Phone)
Michael Linneman, Alternate – Panoche Water District (Phone)
Juan Cadena, Member/Alternate – Mercy Springs/Pacheco (Phone)

San Luis & Delta Mendota Water Authority Representatives Present

Seth Harris
Claire Howard – Provost & Pritchard (Phone)

Others Present

Lauren Layne – Baker, Manock & Jensen

1. Call to Order

The meeting was called to order at 12:35 PM. Two telephonic locations were noticed for this meeting:

- 25490 West Silveria, Tranquillity, CA 93668
- 48023 West Shields Avenue, Firebaugh, CA 93622

2. Public Comment

No public comment was received.

3. Review and Consider Action for San Luis & Delta-Mendota Water Authority Formation Support Agreement

The group received a letter from the San Luis & Delta-Mendota Water Authority in support of the formation of the Central Delta-Mendota GSA. This special meeting was called to consider approval of this formation support agreement with SLDMWA. Mike Wood/San Luis WD made a

motion to authorize the formation support agreement, and Randy Miles/Eagle Field Water District seconded. The motion passed unanimously.

4. **Adjourn Meeting**

The meeting was adjourned at 12:36 PM.

DRAFT

Central Delta-Mendota GSA
Statement of Income and Expenses

Adopted 8/28/19
Effective 8/28/19

Adopted Budget Fiscal Year 2019-20 <i>Budget to Actual</i>	Budget	September 2019	FYTD	<i>Remaining Budget</i>
Operating Revenues				
4000 Member Contributions	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	-
4100 Interest Income	-	-	-	-
4300 Other Income	-	-	-	-
Total Operating Revenues	<u>17,000.00</u>	<u>17,000.00</u>	<u>17,000.00</u>	
Operating Expenses				
<i>Administration:</i>				
5275 Bank Fees	150.00	-	-	150.00
5300 Office Supplies	1,000.00	-	-	1,000.00
5325 Regulatory Fees	500.00	-	-	500.00
5500 Insurance Expense (GL)	2,500.00	-	-	2,500.00
Total Administration Expenses	<u>4,150.00</u>	<u>-</u>	<u>-</u>	
<i>Professional Services:</i>				
5425 Auditor Fees	5,000.00	-	-	5,000.00
5450 Legal Fees/District	2,000.00	-	-	2,000.00
5475 Consultant Fee (SLDMWA)	5,000.00	-	-	5,000.00
Total Professional Services	<u>12,000.00</u>	<u>-</u>	<u>-</u>	
Total Operating Expenses	<u>16,150.00</u>	<u>-</u>	<u>-</u>	
Net Operating Revenue	<u>\$ 850.00</u>	<u>\$ 17,000.00</u>	<u>\$ 17,000.00</u>	

Central Delta-Mendota GSA
Statement of Income and Expenses

Adopted 8/28/19
Effective 8/28/19

September 2019

Current Assets	September	August	% Change
<u>Unrestricted Funds</u>			
1000-00 Wells Fargo Checking Account	17,000.00	-	#DIV/0!
Total Current Assets	<u>17,000.00</u>	<u>-</u>	100.00%

The Central Delta-Mendota GSA will meet operational expenditure requirements for the next six months.

**Government Code Section 66006(a): If a local agency requires the payment of a fee specified in subdivision (c) in connection with the approval of a development project, the local agency receiving the fee shall deposit it with the other fees for the improvement in a separate capital facilities account or fund in a manner to avoid any comingling of the fees with other revenues and funds of the local agency, except for temporary investments, and expend those fees solely for the purpose for which the fee was collected. Any interest income earned by the moneys in the capital facilities account or fund shall also be deposited in that account or fund and shall be expended only for the purpose for which the fee was originally collected.*



October 2, 2019

VIA E-MAIL AND U.S. MAIL

Aliso Water District GSA	Northwestern Delta-Mendota GSA
Central Delta-Mendota GSA	Oro Loma Water District GSA
City of Patterson GSA	Patterson Irrigation District GSA
DM-II (Del Puerto and Oak Flat WD) GSA	San Joaquin River Exchange Contractor Water Authority
Farmers Water District GSA	Turner Island Water District-2 GSA
Fresno County (Management Area A & B) GSA(s)	West Stanislaus Irrigation District GSA
Grasslands Water District GSA	Widren Water District GSA
Merced County (Delta-Mendota) GSA	

**Re: Prop 1 and Prop 68 Sustainable Groundwater Planning Grant Program
Proposal Application of the Delta-Mendota Sub-basin**

The San Luis & Delta-Mendota Water Authority (Water Authority) sends this letter to memorialize the agreement on the above referenced subject, by and among Aliso Water District GSA, Central Delta-Mendota Region Multi-Agency GSA, City of Patterson GSA, DM-II GSA, Farmers Water District GSA, the County of Fresno (for Fresno County Management Areas A & B), Grasslands Water District GSA, Merced County (Delta-Mendota) GSA, Northwestern Delta-Mendota GSA, Oro Loma Water District GSA, Patterson Irrigation District GSA, San Joaquin River Exchange Contractor Water Authority GSA, Turner Island Water District GSA, West Stanislaus Irrigation District GSA, Widren Water District GSA (collectively referred to herein as the "Authorizing Agencies") and the Water Authority.

The Water Authority has been assisting the Authorizing Agencies, and other agencies within the Delta-Mendota Sub-basin (Bulletin 118 Groundwater Sub-basin No. 5-22.07), with Sustainable Groundwater Management Act (SGMA) compliance. Through that effort, the Authorizing Agencies have developed a Groundwater Sustainability Plan, identified projects that would promote sustainable groundwater management, and identified tasks associated with the implementation of Groundwater Sustainability Plans. The Department of Water Resources (DWR) will be the entity administering the grant funds, authorized by the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) and the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1), to encourage sustainable management of groundwater resources that support SGMA. DWR will solicit proposals to award funding on a competitive basis for projects which include activities associated with the development or implementation of a GSP(s) that will comply with and meet DWR requirements and

842 SIXTH STREET

SUITE 7

P.O. BOX 2157

LOS BANOS, CA

93635

209 826-9696

209 826-9698 FAX

GSP regulations. The Water Authority and the Authorizing Agencies agree that the Water Authority will prepare and submit the Grant Application to DWR on behalf of the Authorizing Agencies, and the Authorizing Agencies will reimburse the Water Authority for the Authorizing Agency's apportioned share of those costs.

Specifically, the Water Authority and the Authorizing Agencies agree:

1. The Water Authority will be responsible for undertaking all activities required for preparing a complete grant application package under Proposition 68 and Proposition 1 for activities associated with the implementation of a GSP.

2. Each of the Authorizing Agencies authorizes the Water Authority to file, on their behalf, during the 5-week filing window after release by DWR of the final Proposal Solicitation Package for GSP Implementation and Projects, a Proposition 68 and Proposition 1 Sustainable Groundwater Planning Grant Application.

3. The Authorizing Agencies will reimburse the Water Authority for its reasonable and actual costs incurred to complete the grant application package according to the terms of this agreement.

4. Within 30 days after the Water Authority has submitted the grant application package under Proposition 68 and Proposition 1, the Water Authority shall present to each of the Authorizing Agencies an invoice stating:

(a) the total amount of the reasonable and actual costs incurred by the Water Authority to complete the grant application package, which costs are estimated to be \$42,440.00, as stated in the attachment to this letter;

(b) a detailed description of each item of reasonable and actual cost incurred by the Water Authority to complete the grant application package; and

(b) the amount of costs due from each of the Authorizing Agencies, which is a share of one-fifteenth (1/15th) of the total amount of the reasonable and actual costs incurred by the Water Authority.

5. Within 45 days after receiving the invoice described in section 2, each of the Authorizing Agencies will reimburse the Water Authority in the amount stated in the invoice for that agency.

6. Each of the Authorizing Agencies is separately liable for its one-fifteenth share, and the Water Authority may not recover more than one-fifteenth from any of the Authorizing Agencies.

Originally several parties signed a letter dated August 16, 2019 that authorized the Water Authority to submit this grant, this letter supersedes the letter dated August 16, 2019.

To memorialize in writing the terms of agreement presented in this letter, please sign in the space provided below and return the original to me. Once I receive signatures from each of the Authorizing Agencies, I will circulate a fully executed copy of this letter.


 Frances Mizuno
 Assistant Executive Director
 San Luis & Delta-Mendota Water Authority

<p>APPROVED AND AGREED.</p> <p>Aliso Water District GSA</p> <p>_____</p> <p>Roy Catania</p>	<p>APPROVED AND AGREED.</p> <p>Central Delta-Mendota Region Multi-Agency GSA</p> <p>_____</p> <p>Aaron Barcellos</p>
<p>APPROVED AND AGREED.</p> <p>City of Patterson GSA</p> <p>_____</p> <p>Ken Irwin</p>	<p>APPROVED AND AGREED.</p> <p>DM-II GSA</p> <p>_____</p> <p>Anthea Hansen</p>
<p>APPROVED AND AGREED.</p> <p>Farmers Water District GSA</p> <p>_____</p> <p>Jim Stillwell</p>	<p>APPROVED AND AGREED.</p> <p>County of Fresno</p> <p>_____</p> <p>Nathan Magsig, Chairman</p>

APPROVED AND AGREED. Merced County (Delta-Mendota) GSA _____ Lloyd Pareira	APPROVED AND AGREED. Grasslands Water District GSA _____ Ricardo Ortega
APPROVED AND AGREED. Oro Loma Water District GSA _____ Steve Sloan	APPROVED AND AGREED. Northwestern Delta-Mendota GSA _____ Walt Ward
APPROVED AND AGREED. San Joaquin River Exchange Contractor Water Authority GSA _____ Chris White	APPROVED AND AGREED. Patterson Irrigation District GSA _____ Vince Lucchesi
APPROVED AND AGREED. West Stanislaus Irrigation District GSA _____ Robert Pierce	APPROVED AND AGREED. Turner Island Water GSA _____ Donald Skinner
APPROVED AND AGREED. Widren Water District GSA _____ Damian Aragona	

Attachment: [Cost and Fee Estimate (Proposal) for the Prop 1 Sustainable Groundwater Planning Grant Application Preparation to San Luis & Delta-Mendota Water Authority on behalf of the Delta-Mendota Subbasin]

AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER
RESOURCES (DWR) AND
AMADOR COUNTY GROUNDWATER MANAGEMENT AUTHORITY, A
GROUNDWATER SUSTAINABILITY AGENCY (GSA), UNDER THE
SUSTAINABLE GROUNDWATER MANAGEMENT, TECHNICAL SUPPORT SERVICES
(TSS) PROGRAM
AGREEMENT NO. 0004
CALIFORNIA WATER CODE §10729 *ET SEQ.*

- 1) PURPOSE. Pursuant to Chapter 7 (commencing with Section 10729) of Division 6, Part 2.74 of the California Water Code (CWC), the State shall provide in-kind and subcontracted technical services for investigating and gathering data on groundwater conditions in groundwater basins of California to assist Groundwater Sustainability Agencies (GSAs) in developing Groundwater Sustainability Plans (GSPs), hereinafter collectively referred to as "Technical Support Services" or "TSS."
- 2) TERM OF AGREEMENT. The term of the Agreement begins on, **July 3, 2019**, the date the Agreement is executed by the State, and terminates upon completion of the useful life of the project which, at a minimum, is 20 years after the GSA's GSP or Alternative implementation, or when all the Parties' obligations under the Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs the Agreement indicated on page 4.
- 3) RELATIONSHIP OF PARTIES. The GSA is solely responsible for design, operation, and maintenance of projects to be constructed by the State as described in Exhibit A to this Agreement, Work Plan, Schedule, and Budget. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for proper administration of the TSS by the State and shall not be deemed to relieve or restrict responsibilities of the GSA under the Agreement. The State may recommend modification to the designs, plans, or specifications prepared by the GSA to improve project outcomes, comply with well standards Bulletin 74-90, and/or construction efficiency. Such recommendations will be incorporated into the construction design at the GSA's sole discretion, but the Department may terminate this Agreement if it determines that failure to make the recommended changes may pose a threat to water quality.
- 4) CONTINUING ELIGIBILITY. The GSA must meet the following ongoing requirements to remain eligible to receive TSS:
 - a) Statutory requirements for GSA Notification (CWC Section 10723 *et seq.*).
 - b) Statutory requirements for Alternatives (CWC Section 10733.6 *et seq.*).
 - c) Statutory requirements for GSP Initial Notification (CWC Section 10727.8 and §353.6 of the GSP Regulations [California Code of Regulations, Title 23, Division 2, Chapter 1.5, Subchapter 2]).
 - d) The basin or subbasin that the GSA occupies is current with periodic reporting requirements under DWR's California Statewide Groundwater Elevation Monitoring (CASGEM) and Sustainable Groundwater Management Act (SGMA) Programs, as applicable (CWC Sections 10920 *et seq.* and 10728, respectively).
 - e) The basin or portion of the basin managed by the GSA must not be in a current condition of overlap that would disqualify the decision of the GSA to undertake groundwater management pursuant to SGMA (CWC Section 10723.8(c)).
- 5) INDEMNIFICATION. The GSA shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from all liabilities for any claims and damages (including

inverse condemnation) that may arise out of the Project and the Agreement, including, but not limited to, any claims or damages arising from planning, design, construction, maintenance and/or operation of this Project and any breach of the Agreement. The GSA shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to the Agreement.

- 6) INDEPENDENT CAPACITY. The GSA, and the agents and employees of the GSAs, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- 7) INSPECTIONS OF PROJECT. The State and GSA shall each have the right to inspect all project-related work as described in Exhibit A at all reasonable times and places during the term of the Agreement. The GSA and DWR shall include provisions ensuring such access in all their contracts entered into pursuant to its Agreement.
- 8) DEFAULT PROVISIONS. The GSA will be in default under this TSS Agreement if any of the following occur:
 - a) Breaches of this TSS Agreement, or any supplement or amendment to it, or any other agreement between the GSA and the State evidencing or securing the GSA's obligations.
 - b) Making any false warranty, representation, or statement with respect to this TSS Agreement or the application filed to obtain this TSS Agreement.
 - c) Failure to operate or maintain project(s) in accordance with this TSS Agreement.
 - d) Failure to meet any of the requirements set forth in Paragraph 4, "Continuing Eligibility."
- 9) RESPONSE TO DEFAULT. Should an event of default occur, the State shall provide a notice of default to the GSA and shall give the GSA at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the GSA. If the GSA fails to cure the default within the time prescribed by the State, the State may do any of the following:
 - a) Terminate any obligation to perform future project work as described in Exhibit A.
 - b) Terminate the TSS Agreement.
 - c) Take any other action that it deems necessary to protect its interests.
- 10) ENTRY PERMIT OR OTHER DOCUMENT. For projects involving construction of improvements on publicly owned real property, including the installation of groundwater monitoring well(s), the GSA shall execute or obtain from the owner(s) of the real property a renewable Temporary Entry Permit (TEP) document authorizing DWR's officers, employees, agents, and contractors permission to enter said owner's property with all necessary equipment to perform the work described under this Agreement in Exhibit A, including collection of data for the useful life of the project. Such work will be subject to site specific provisions to be described in the TEP prior to implementation of field/construction activities. In the event that a project is to be located on privately owned real property, at the discretion of DWR the GSA shall acquire an easement granting property rights to conduct the project as described in this agreement and shall execute a TEP providing DWR access to the site as described in this section.
- 11) WORK AREA SAFETY. Prior to initiating any field work activities including initial site visits and reconnaissance, the State will perform a preliminary review of property to document the physical and environmental conditions and prepare a Job Hazards Analysis (JHA) that considers real and perceived job safety hazards related to site conditions and the work to be performed. The JHA will be reviewed and appropriately updated as site conditions and work activities progress or change. The JHA will outline any required safety precautions to be followed and any personal protective equipment to be worn for DWR staff to safely perform

the work. All State and GSA officers, employees, agents, and contractors working at or visiting the project work area will be required and agree to read, be briefed on, and sign the JHA as acknowledgement of their awareness of its safety provisions before entering the work area on each day they are present.

- 12) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of projects and in consideration of the services provided by the State, the GSA agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, operation, closure, or removal. The GSA or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the project. For purposes of this Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace, reconstruct, close in-place, or remove capital assets or basic structures. Refusal of the GSA to ensure operation and maintenance of the project(s) in accordance with this provision may, at the option of the State, be considered a breach of this Agreement and may be treated as default under Paragraph 9, "Default Provisions."
- 13) DESTRUCTION OF WELLS. At any point when a well drilled for purposes of the Project shall be abandoned, the GSA shall destroy the abandoned well in accordance with prevailing well completion and destruction standards.
- 14) NOTIFICATION OF STATE. The GSA shall promptly notify the State, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or schedule of DWR's performance under this TSS Agreement. The GSA agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.
 - b) Any public or media event publicizing the accomplishments and/or results of this TSS Agreement that provide an opportunity for attendance and participation by the State's representatives. The GSA shall make such notification at least 14 calendar days prior to the event.
 - c) Any inspections of completed project work by a California Professional Engineer or Geologist. The GSA shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 15) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this TSS Agreement shall be in writing. Notices may be transmitted by any of the following means:
- a) By delivery in person.
 - b) By certified U.S. mail, return receipt requested, postage prepaid.

- c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- d) By electronic means.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery of receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 16. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

DRAFT

**AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING REGARDING
INCLUSION OF THE PORTION OF SAN BENITO COUNTY LOCATED IN THE DELTA-
MENDOTA SUBBASIN IN THE NORTH AND CENTRAL DELTA-MENDOTA REGION
GROUNDWATER SUSTAINABILITY PLAN**

This Amended and Restated Memorandum of Understanding (“**MOU**”) is entered into by and between the County of San Benito (“**County**”), a political subdivision of the State of California, and the Central Delta-Mendota Groundwater Sustainability Agency, a joint powers authority (“**Central DM GSA**”), each a “**Party**” and collectively the “**Parties**.”

RECITALS

- A. WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (“**SGMA**”); and
- B. WHEREAS, SGMA requires all groundwater subbasins designated as high or medium priority by the California Department of Water Resources (“**DWR**”) to manage groundwater in a sustainable manner; and
- C. WHEREAS, the Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin (“**Subbasin**”), is designated as a high-priority basin by DWR; and
- D. WHEREAS, the Subbasin includes multiple Groundwater Sustainability Agencies (“**GSAs**”) that intend to manage the Subbasin through the development and implementation of multiple different Groundwater Sustainability Plans (“**GSPs**”); and
- E. WHEREAS, a small portion of San Benito County lies within the boundaries of the Subbasin (the “**Unmanaged De Minimis Area**”);
- F. WHEREAS, on February 15, 2017, the local agencies listed on **Exhibit A** entered into an agreement (“**Initial Agreement**”) to organize themselves to establish, and once established, to operate a multi-agency GSA – the Central DM Multi-Agency GSA – for the Central Delta-Mendota Region, the portion of the Delta-Mendota Subbasin within the jurisdictional area of certain organized local agencies and counties as set forth in the map attached as **Exhibit A**; and
- G. WHEREAS, in Section 5.4 of the Initial Agreement, the parties listed in Exhibit A agreed to consider entering into a joint exercise of powers agreement if they found it necessary or beneficial

in achieving the goal of maintaining local control of sustainable groundwater management in the Central Delta-Mendota Region in compliance with SGMA; and

- H. WHEREAS, on February 24, 2017, the San Benito County Water District Groundwater Sustainability Agency indicated its intent to act as the GSA for certain areas within its jurisdiction, but not for the Unmanaged De Minimis Area; and
- I. WHEREAS, on May 23, 2017, the County notified DWR that it did not intend to act as the GSA for the Unmanaged De Minimis Area; and
- J. WHEREAS, no groundwater extraction occurs within the Unmanaged De Minimis Area, and the County has not previously conducted groundwater management activities in the Unmanaged De Minimis Area; and
- K. WHEREAS, on October 17, 2018, the parties listed in Exhibit A and the County of San Benito executed an MOU Regarding Inclusion of the Portion of San Benito County Located in the Delta-Mendota Subbasin in a Multi-Agency GSA to include the Unmanaged De Minimis Area in the multi-agency GSP developed with GSAs for the Northern Delta-Mendota Region (the "North and Central Delta-Mendota Region GSP" or "North Central GSP"); and
- L. WHEREAS, the MOU was executed to memorialize the intent of the parties listed in Exhibit A and the County of San Benito to include the Unmanaged De Minimis Area in the North-Central Delta-Mendota Groundwater Sustainability Plan ("North-Central DM GSP"); and
- M. WHEREAS, the parties listed in Exhibit A entered into the Central Delta-Mendota Groundwater Sustainability Agency Joint Powers Agreement to replace the Central Delta-Mendota Multi-Agency GSA for the Central Delta-Mendota Region with an effective date of August 28, 2019; and
- N. WHEREAS, the parties are the same as between the Central Delta-Mendota Groundwater Sustainability Multi-Agency GSA and the Central DM GSA, but the structure of the entity changed to a joint powers authority; and
- O. WHEREAS, the Central DM GSA and the County are entering into this MOU to continue to assure that all the land within the Delta-Mendota Subbasin is part of a GSP as required by DWR regulations, to include the Unmanaged De Minimis Area in the North-Central DM GSP, and to accurately reflect the organizational changes as stated herein.

NOW, THEREFORE, the Parties to this MOU do hereby agree as follows:

AGREEMENT

1. Purpose of MOU. The purpose of this MOU is for the Parties to agree to the Central DM GSA's inclusion of the Unmanaged De Minimis Area in the North-Central DM GSP;
2. Responsibilities of the Parties.

Responsibilities of the County under this MOU are as follows:

- a. Continue to be the well permitting agency for all areas within the Unmanaged De Minimis Area.
- b. Share relevant data and information with the Central DM GSA if requested.
- c. Prior to authorizing any groundwater activity in the Unmanaged De Minimis Area, to coordinate with the Central DM GSA to determine the need and approach for GSA-coverage of the Unmanaged De Minimis Area, to provide for any reports and necessary modeling to update the North-Central DM GSP, and to enter into a cost sharing agreement in the event the Central DM GSA is obligated to incur any costs for such purposes.
- d. Enforce any provisions and requirements contained in the North-Central DM GSP, should the County elect to serve as GSA for the Unmanaged De Minimis Area in the future.

Responsibilities of the Central DM GSA under this MOU are as follows:

- e. Execute any Consultant Contract(s) to undertake inclusion of the Unmanaged De Minimis Area in the North-Central DM GSP.
 - f. Submit the North-Central DM GSP to DWR by the January 31, 2020, statutory deadline.
 - g. In the event the County authorizes any groundwater activity in the Unmanaged De Minimis Area, coordinate with the County to address or resolve the matters outlined in subparagraph 2.c. above.
3. Areas Covered by MOU. This MOU shall have effect in that portion of the County which lies within the jurisdictional boundaries of the Subbasin, as defined in DWR Bulletin 118

and as depicted on the attached Map marked Exhibit "A" hereto and by this reference incorporated into this MOU.

4. Records. The Central DM GSA shall provide to the County copies of all documents, reports, studies, and other records created as part of preparation of the North-Central DM GSP that will affect or relate to the management of the Unmanaged De Minimis Area. The County shall provide the Central DM GSA with such hydrogeological data in the County's possession as may be requested by the Central DM GSA, copies of any well permits issued (including well completion reports) and any water level measurements taken within the Unmanaged De Minimis Area. The County shall cooperate and coordinate with the Central DM GSA in responding to any requests made by DWR or any other state agency with jurisdiction or under the California Public Records Act regarding records related to groundwater within the Unmanaged De Minimis Area.
5. Term. This MOU becomes valid and effective immediately upon execution by both Parties hereto and shall remain in effect unless terminated pursuant to Paragraph 11 below.
6. Notices. Any notice, demand, or request made in connection with this MOU must be in writing and will be deemed properly served if sent by United States mail, postage prepaid, or sent by electronic mail, to the addresses specified herein.

San Benito County
John Guertin
Resources Management Agency Director
County of San Benito

Central Delta-Mendota GSA
Aaron Barcellos
Chairman
c/o Pacheco Water District
52027 W. Althea Avenue
Firebaugh, CA 93622

Any Party may change such contact or address by notice given to the other Party as provided herein.

7. Indemnity. To the fullest extent permitted by law, the County shall hold harmless, defend, and indemnify the Central DM GSA, its Steering Committee, and agents, from and against any and all claims, losses, damages, liabilities, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the sole negligence or willful misconduct

of the County in its collection and reporting of groundwater data and activity for the Unmanaged De Minimis Area. The Central DM GSA may participate in the defense of any such claim without relieving the County of any obligation hereunder.

To the fullest extent permitted by law, the Central DM GSA shall hold harmless, defend, and indemnify the County, its Board, employees, and agents, from and against any and all claims, losses, damages, liabilities, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the sole negligence or willful misconduct of the Central DM GSA in the satisfaction of its obligations with respect to including the Unmanaged De Minimus Area in the North-Central DM GSP.

8. Entire Agreement. This MOU shall constitute the entire agreement between the County and the Central DM GSA relating to treatment of the Unmanaged De Minimis Area under SGMA. This MOU supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof, including, but not limited to, the Memorandum of Understanding dated October 23, 2018.
9. Counterparts and Copies. This MOU may be executed in any number of counterparts, each of which may be deemed an original and all of which collectively shall constitute a single instrument. Photocopies, facsimile copies, and PDF copies of this MOU shall have the same force and effect as a wet ink original signature on this MOU.
10. Amendment. This MOU may be amended at any time by written agreement of both Parties.
11. Termination. This MOU may be terminated by either Party at any time. Termination shall not become effective until after the Party not indicating the termination has been duly notified in writing and has been given a one-year period to either transition into or out of the GSA function for the area covered by this MOU.

EXHIBITS: [A – Map of San Benito County Area adjacent to Central DM GSA jurisdiction and Central DM GSA member names]

CENTRAL DM GSA

Central Delta-Mendota Groundwater Sustainability Agency

By: _____

Date: _____

Aaron Barcellos, Chairman

SAN BENITO COUNTY

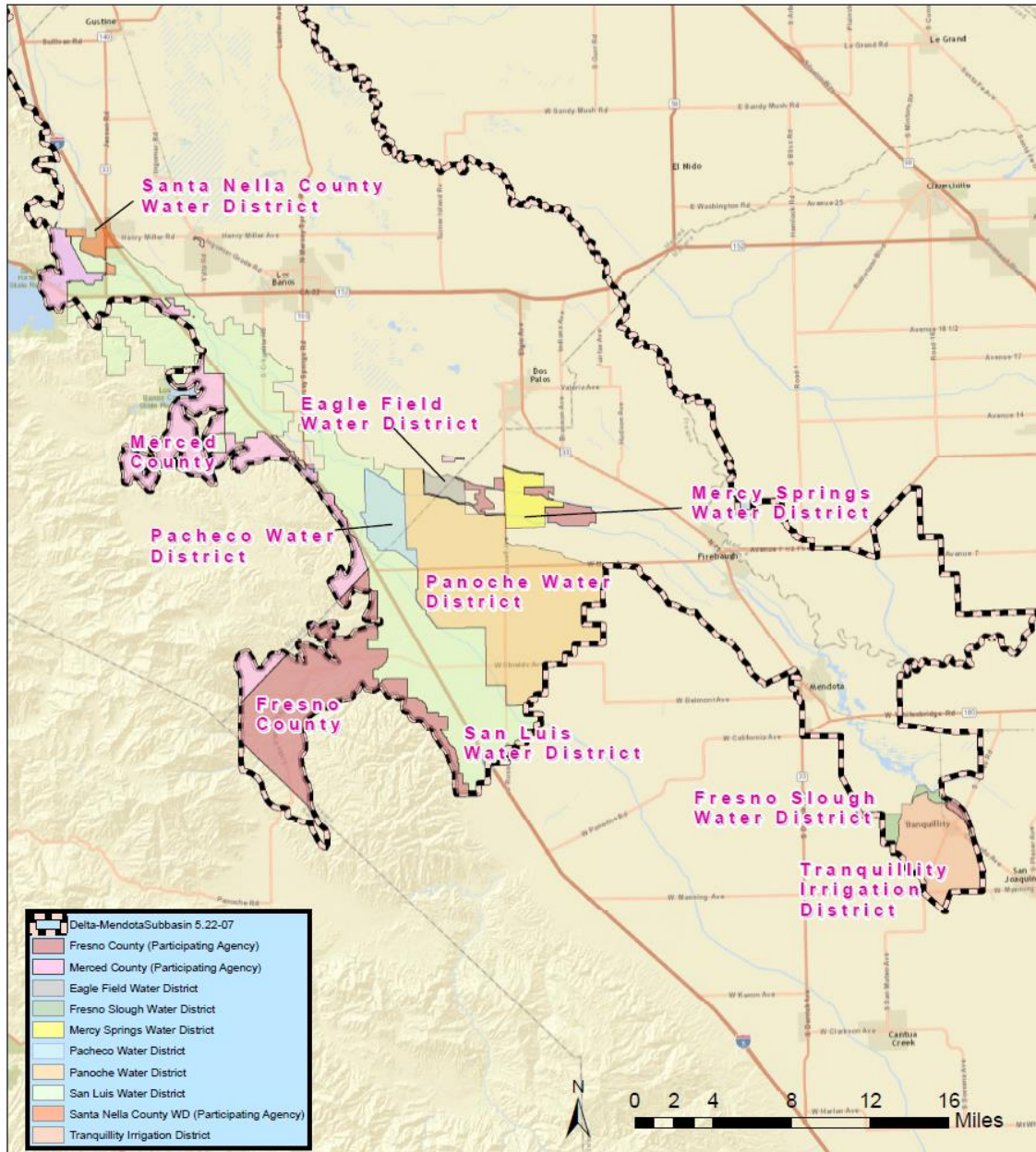
By: _____

Date: _____

Anthony Bothelo, Board Chair

EXHIBIT A

MAP OF CENTRAL DELTA-MENDOTA GSA



Central Delta-Mendota Region GSA Local Agency Boundaries

Document Path: X:\Engineering & Planning\Groundwater Management Programs\Sustainability Agency Information\Delta Mendota Subbasin\Central DM Subbasin GSA\Central DM GSA Boundary.mxd

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MOU Regarding Inclusion of the Portion of San Benito County
Located in the Delta-Mendota Subbasin GSP
Page 7 of 7

Activity Agreement Amendment 3 Timeline

Item	Action	Date	Notes
Central GSA	Discuss Third Amendment	10/28/2019	
N/C Management Committee	Discuss Third Amendment	10/31/2019	
N/C Management Committee	Approve Revised Participation Percentages	11/25/2019	
N/C Management Committee	Approval and Recommend Approval by SLDMWA BOD	11/25/2019	
Individual Participants	Review & Approve Third Amendment	11/25/19 - 1/31/20	
SLDMWA Board	Approval of Third Amendment	2/6/2020	

10/24/2019

Appendix E – Comments Received on the Public Draft Northern & Central Delta-Mendota Region GSP

The Public Draft version of the Northern & Central Delta-Mendota Region Groundwater Sustainability Plan (GSP) was released for public review and consideration on September 9, 2019. The public review period closed on October 11, 2019. The following table summarizes the comments received on the public draft plan.

Comments received to date on the Public Draft version of the GSP have not been addressed in the Final Draft GSP submitted for adoption by the Groundwater Sustainability Agencies (GSAs) comprising the Northern and Central Regions of the Delta-Mendota Subbasin; however, the GSAs are beginning consideration and discussion of the comments received to date. Furthermore, the GSAs are anticipating receiving additional comments during the 60-day public comment period to be held after the GSP is submitted to the California Department of Water Resources (DWR) and is posted to their SGMA Portal; these comments will be combined with those received during the 60-day comment period for subsequent consideration.

The Northern and Central Delta-Mendota Region GSAs thank those entities who took the time to review and comment on the Public Draft GSP. We look forward to working with those who expressed interest in participating in the development, completion and implementation of the Northern & Central Delta-Mendota Region GSP.

DRAFT



MEMORANDUM

TO: SLDMWA Board of Directors, Alternates

FROM: Andrew Garcia, Senior Civil Engineer

DATE: October 10, 2019

RE: Authorize Increase of up to \$145,000 for the Northern and Central SGMA Services Activity Agreement for Development of First Sustainable Groundwater Management Act (SGMA) Annual Report for the Northern & Central Delta-Mendota Region GSP

BACKGROUND

The San Luis & Delta-Mendota Water Authority is coordinating the development of six Groundwater Sustainability Plans (**GSPs**) for the participating GSP Groups within the Delta-Mendota Subbasin (**Subbasin**). SLDMWA also directly supports GSP development for the Northern & Central Delta-Mendota Region GSP, one of the six GSP Groups. The Sustainable Groundwater Management Act (**SGMA**) requires that subbasins in condition of critical overdraft, such as the Delta-Mendota Subbasin, develop and submit GSPs by January 31, 2020. SGMA also requires the development of an Annual Report, which must be submitted by April 1 following GSP submission and every year following until 2040.

The original scope of work that outlined GSP development for the Northern & Central Delta-Mendota Region GSP did not cover the development of an Annual Report. To prepare for this SGMA requirement, SLDMWA released a request for proposals (**RFP**) for the Northern & Central Delta-Mendota Region GSP's first Annual Report on September 4, 2019. Two proposals were received in response to this RFP. A small group of members from the Northern and Central Delta-Mendota Region Management Committees (**Management Committees**) convened to review the received proposals and evaluate each based on scoring criteria developed by SLDMWA and included in the RFP. This small group of representatives from the Management Committees recommended final approval of a proposal that was developed jointly by Provost & Pritchard and Woodard & Curran to the Management Committees.

On October 7th, 2019, during a special telephonic meeting, the estimated budget increase was presented to the Management Committee participants, and staff requested individual agencies seek approval of the estimated budget increase. The Activity Agreements require individual agencies approve a budget increase before the Management Committees can recommend approval of the increase to the SLDMWA Board of Directors. The Management Committees will

Memo to SLDMWA Board of Directors
October 10, 2019

approve the selection and execution of a consultant services agreement for the development of the first Annual Report and also recommend a total increase to the Activity Agreement budgets by \$145,000 during the regular monthly meeting on October 31st, 2019.

ISSUE FOR DECISION

Whether the Board should authorize a total increase in the Northern and Central SGMA Services Activity Agreement budgets of up to \$145,000 for preparation of the first Annual Report for the Northern & Central Delta-Mendota Region GSP.

RECOMMENDATION

Due to the sizeable effort and rapidly approaching deadline, staff recommends the Board authorize a total increase in the Northern and Central Delta-Mendota Region Activity Agreement budgets of up to \$145,000, contingent upon subsequent approval by both Activity Agreement Management Committees, to allow for development of the first Annual Report for the Northern & Central Delta-Mendota Region GSP.

ANALYSIS / IMPLICATIONS

Authorization of a budget increase of up to \$145,000 for the Northern and Central SGMA Services Activity Agreements will allow the Management Committees to enter into a consultant services agreement for the development of the first Annual Report. This approval will allow the Management Committees to ensure that a compliant and successful Annual Report is developed for the Northern & Central Delta-Mendota Region GSP by April 1, 2020, and will help ensure the Delta-Mendota Subbasin as a whole addresses this aspect of the SGMA regulations. Staff would like to note that the cost for the first Annual Report will be substantially higher than subsequent Annual Reports. This first report will cover five years of data rather than a single year for the subsequently required annual reports. Additionally, staff does not currently anticipate collecting additional Activity Agreement membership dues due to the grant reimbursements that have recently been received. The approval of this additional budget allows for collection of additional membership dues if it is determined additional revenue is required to cover costs associated with SGMA activities.

BUDGET

The total proposed budget for the recommended Annual Report proposal is \$144,704. While this expenditure is significant, the identified team members from Provost & Pritchard and Woodard & Curran have extensive knowledge of the Northern and Central Delta-Mendota Regions, the various agencies involved, and a detailed understanding of the Northern & Central Delta-Mendota Region GSP.

Project Budget

Proposed Budget		
Task	Hours	Cost
Task 1: Data Compilation	171	\$23,848
Task 2: Analyze and Interpret Hydrogeologic Data	254	\$34,652
Task 3: Extraction Evaluation	384	\$47,960
Task 4: Annual Report Preparation	253	\$38,244
TOTAL	1,062	\$144,704

Billing Rates

Name	Rate
Provost & Pritchard	
Joe Hopkins, PE	\$180
Kevin Johansen, PE	\$210
Kaitlin Palys	\$101
Shay Overton, PG, CHG	\$160
Jason Thomas	\$140
Woodard & Curran	
Leslie Dumas, PE	\$310
Natalie Cochran	\$187

Schedule

Proposed Schedule	2019				2020		
	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.
Contract Award and Execution	■						
Task 1: Data Compilation		■	■				
Task 2: Analyze and Interpret Hydrogeologic Data			■	■			
Task 3: Extraction Evaluation			■	■	■		
Task 4: Annual Report Preparation					■	■	■
Finalize and Submit Online							■

Milestones

- 11/11/2019 - Data QA/QC Meeting
- 12/9/2019 - Seasonal High/Seasonal Low Map Development Meeting
- 2/3/2020 - First Draft Annual Report
- 2/26/2020 - Final Draft Annual Report
- 4/1/2020 - Submit Annual Report