



SPECIAL DELTA-MENDOTA COORDINATION COMMITTEE MEETING & SUBBASIN WORKSHOP

**Delta-Mendota Subbasin Groundwater Sustainability Agencies Workshop for the
Coordination Committee, Northern Committee, and Central Committee**

Tuesday, July 1, 2025, 9:00 A.M.

Meeting Location: SLDMWA Board Room 842 6th St., Los Banos, CA 93635

Remote Connection Link: <https://zoom.us/j/93486665792M> | Meeting ID: 934 8666 5792

AGENDA

1. Call to Order/Roll Call ([Hopkins](#))
2. Pledge of Allegiance ([Hopkins](#))

Closed Session

3. Conference with Legal Counsel – Anticipated Litigation
The Committee will meet in closed session to confer with legal counsel on significant exposure to anticipated litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: (1 case)

Open Session

4. Report from Closed Session ([Layne](#))
5. Review and Consider Taking Action on Subbasin Well Mitigation Plan Components ([Martin/Layne](#)) – **Action Item**

JPA Workshop

6. Welcome & Overview of Workshop Items ([Layne](#))
7. Subbasin Governance Options Memo ([Layne](#))
8. Draft Joint Powers Agreement (JPA) ([Layne](#))
9. Draft JPA Key Provisions Presentation ([Layne](#))
10. Public Comment for Items Not on the Agenda
11. Adjourn

Persons with a disability may request disability-related modification or accommodation by contacting Cheri Worthy or Sandi Ginda at the Water Authority Office, 842 6th Street, P.O. Box 2157 Los Banos, CA 93635, via telephone at (209) 826-9696, or via email at cheri.worthy@sldmwa.org or sandi.ginda@sldmwa.org. Requests should be made as far in advance as possible before the meeting date, preferably 3 days in advance of regular meetings or 1 day in advance of special meetings/workshops.



TO: Coordination Committee
Agenda Item No. 5

FROM: Lauren Layne

DATE: July 1, 2025

SUBJECT: Review and Consider Taking Action on Subbasin Domestic Well Mitigation Plan Components

Recommendation

Approve and recommend that the Delta-Mendota Subbasin GSAs adopt the revised domestic well mitigation plan and authorize the strike team to finalize negotiations with the State Water Resources Control Board staff.

Discussion

The Delta-Mendota Subbasin has been coordinating regularly with the State Water Resources Control Board staff to revise specific elements of its Groundwater Sustainability Plan (GSP), or implementation thereof, and one of the crucial components being revised is the domestic well mitigation plan. Staff is looking for approval by the Coordination Committee of the revised domestic well mitigation plan and supporting documents, and the Coordination Committee's recommendation that the Delta-Mendota Subbasin GSAs approve the revised domestic well mitigation plan. The attachments below reflect the proposed changes as a result of discussions with the State Water Resources Control Board staff.

1. EKI's Water Quality Proposal Slide
2. A summary of the proposed agreement with SWRCB staff on the domestic well mitigation for water quality impacts
3. A revised draft domestic well mitigation policy (incorporating the proposed agreement terms)
4. Water Fill Station Map
5. A draft Water Level MT Exceedance Notice
6. A draft Water Quality MT Exceedance Notice
7. A draft "Additional Resources for Domestic and Small Community Well Users" document

SWRCB MEETING FEEDBACK ON WQ MITIGATION

- Basin Constituents of Concern (COCs): ***TDS, Nitrate, Gross Alpha, Chromium VI, Arsenic, 1,2,3-TCP***
 - 1) GWLs > 2015 Levels (Basin MTs)
 - Additional WQ mitigation is not required except if (2) occurs
 - 2) If there is GSA P/MA implementation, and WQ degrades
 - Monitor, manage, and mitigate for 5 COCs (TDS through CV-Salts)
 - 3) GWLs < 2015 Levels (Exceedance of GWL-MTs)
 - Monitor, manage, and mitigate for 4 COCs; Nitrate and TDS through CV-Salts Program
 - 4) GWLs > 2015 Levels (Basin MTs), but WQ exceedances due to Basin actions
 - PRP will actively review WL and WQ trends to avoid exceedances

**Summary of Agreement on Domestic Well Mitigation for Water Quality Impacts
Delta-Mendota Subbasin GSAs and SWRCB
6/9/2025**

CONSTITUENTS OF CONCERN

In coordination with the State Water Resources Control Board (SWRCB), the Delta-Mendota Subbasin (Basin) Groundwater Sustainability Agencies (GSAs) have identified six Constituents of Concern (COCs) for consideration in the Basin's Groundwater Sustainability Plan (GSP) development and implementation: ***Total Dissolved Solids (TDS), Nitrate, Gross Alpha, Chromium VI, Arsenic, and 1,2,3-Trichloropropane (TCP).***

CONDITIONS FOR DOMESTIC WELL MITIGATION

The GSAs and the SWRCB have also determined that the current **Well Mitigation Policy** will be revised to reflect the following conditions under which domestic well mitigation for water quality and related actions will occur.

Condition 1. If groundwater levels remain above the Minimum Thresholds (MTs), which are set at 2015 conditions, then additional water quality mitigation beyond what is currently committed to in the GSA's respective Pumping Reduction Plans (PRPs) is not required, except pursuant to Condition 2.

Condition 2. If a GSA's implementation of Projects or Management Actions (P/MAs) to achieve sustainability causes water quality degradation at a domestic well for Nitrate, Gross Alpha, Chromium VI, Arsenic, or 1,2,3-TCP (as determined based on the monitoring and management processes laid out in the applicable PRP and the Basin Memorandum of Agreement [MOA]), then the GSAs will mitigate the impacted domestic well. Impacts from TDS will be addressed through the complimentary CV-Salts program, as detailed in the MOU with Valley Water Collaborative (VWC MOU).

Condition 3. If groundwater levels decline below the MTs, which are set at 2015 conditions, and this causes water quality degradation at a domestic well for Gross Alpha, Chromium VI, Arsenic, or 1,2,3-TCP (as determined based on the monitoring and management processes laid out in the applicable PRP and Basin MOA), then the GSAs will mitigate the impacted domestic well. Impacts from Nitrate and TDS will be addressed through the complimentary CV-Salts program, as detailed in the VWC MOU.

Condition 4. If groundwater levels remain above MTs, which are set at 2015 conditions, the GSAs will continue to implement the PRPs which include monitoring, management and

mitigation commitments, including evaluation of water level and water quality trends to proactively address and avoid water quality impacts to domestic wells from GSA P/MAs.

DETERMINATIONS REGARDING CAUSALITY

Pursuant to the PRPs and the Basin MOU, technical analysis regarding causality will be conducted on behalf of the GSA by a qualified technical professional using statistical and/or field verification and/or modeling approaches. Findings will be presented to the Coordination Committee (or designated sub-committee) for review and concurrence.

DOMESTIC WELL MITIGATION

The GSAs will fund a point-of-use reverse osmosis system and up to three years of filter replacements for a total not to exceed cost of \$2,500 per impacted domestic well. The current Well Mitigation Fund (which requires replenishment of any used funds) will be used to support water quality mitigation.

Delta-Mendota Subbasin
Domestic Well Mitigation Policy

Adopted: _____, 2025

The Groundwater Sustainability Agencies (GSAs) in the Delta-Mendota Groundwater Subbasin (Subbasin) have historically worked with disadvantaged communities to improve drinking water access. For example, the San Joaquin River Exchange Contractors have provided drinking water to the City of Dos Palos for nearly 100 years, because groundwater extracted in Dos Palos has historically been too salty for potable use. Nonetheless, the GSAs realize more must be done to ensure that domestic well users in the Subbasin do not face undesirable impacts from groundwater level depletion during implementation of the Delta-Mendota Groundwater Sustainability Plan (GSP), in compliance with the Sustainable Groundwater Management Act (SGMA).

This Domestic Well Mitigation Policy (Policy) was developed by the Delta-Mendota Subbasin Coordination Committee considering recommendations found in the following two public documents: *Framework for a Drinking Water Well Impact Mitigation Program* (Self Help Enterprises, *et al.*) and *Considerations for Identifying and Addressing Drinking Water Well Impacts* (CA Dept. of Water Resources).

Policy Purpose

This Policy will consider impacts to domestic wells. Individual GSAs within the Subbasin may consider including additional well uses within their jurisdictional boundaries.

The purpose of the Policy is to mitigate the effects that may be felt by domestic water users whose wells have gone dry or are in imminent threat of going dry due to groundwater levels dropping as a result of groundwater management in the Subbasin. Subject to specific conditions, this Policy also addresses mitigation for water quality for domestic well users.

Pursuant to the single Subbasin Groundwater Sustainability Plan (GSP), Minimum Thresholds (MTs) for lowering of groundwater levels across the Subbasin are set at 2015 seasonal low groundwater levels. This means GSAs in the Subbasin are already committed to maintaining groundwater levels above what was measured in 2015 (“The plan may, but is not required to, address undesirable results that occurred before, and have not been corrected by, January 1, 2015.” (CWC §10727.2(b)(4)). Since implementation of the Subbasin’s original GSPs began in 2020, GSAs in the Subbasin have successfully avoided undesirable results that would occur by water levels dropping below 2015 seasonal lows. This Policy is meant to serve as a last line of defense to protect domestic groundwater users in the unlikely event that the Subbasin GSAs’ efforts fail to maintain those groundwater levels above the MTs.

Data from the California Department of Water Resources (DWR) and county records indicates that since 2015, counties within the Delta-Mendota Subbasin have received a total of only 37 well replacement applications.¹ However, as DWR notes on its website, their data comes from self-reporting on DWR’s Dry Well Reporting System, and some GSA representatives receive reports of dry wells directly from users. In these cases, groundwater users were responding directly to GSA representatives, because some GSA members (e.g., water districts and/or irrigation districts) have been engaging in well mitigation activities without formal policies or programs in their individual service areas prior to SGMA’s enactment in 2015.

Well replacement applications were identified on the Merced County Environmental Health Department’s list of domestic well permits issued for “out of water” or “low water” wells and on

¹ California’s Groundwater Live: Well Infrastructure (<https://sgma.water.ca.gov/CalGWLive/#wells>).

Stanislaus County's voluntary well reporting system. The applicable counties reported that there were two well permits identified in the Subbasin portion of Fresno County and zero from the Subbasin portion of Madera County. As mentioned above, it is unknown whether this total number includes any dry wells not reported to DWR.

Merced County permits do not disclose whether or not those reported dry wells were "out of water" due to lowered groundwater levels, collapse or other mechanical failure, or some other reason. Of the 12 well permit applications submitted to the Stanislaus County system for the Subbasin since 2015, four were reported as dry wells, six were either undefined or outage reports, and two were other issues including well casing failure and/or sediment intrusion. Of the two replacement well permit applications for the Fresno County portion of the Subbasin, one was an agricultural production well, not a domestic supply well. There is no indication of the reason for the well replacement requests.

In summary, during the last 10 years, fewer than 40 wells across the nearly 1,200 square miles of the Subbasin have been reported dry or applied for replacement. Though it is known that not all of those were drinking water wells, the exact number of drinking water wells replaced since 2015 is unknown due to a lack of information collected on the replacement well permit applications.

Policy Eligibility

This Policy primarily applies to landowners using groundwater for domestic health and safety supply purposes as of November 19, 2024, the date the revised Subbasin GSP was adopted by all GSAs. Though owners of all types of wells are eligible to file for relief under the Policy, relief is not guaranteed and will be subject to analysis by the applicable GSA where a claim for relief is filed and pursuant to the provisions of Executive Order N-3-23. Well owners must participate or agree to participate in a GSA's Well Registration Policy/Program to be eligible for mitigation, if such a policy exists or is developed.

This Policy does not apply to wells installed after the date of GSP adoption, if the well(s) is/are installed at a screen interval depth shallower than minimum threshold levels or in areas with known degraded water quality conditions, as designated by the applicable GSA.

Public Outreach

Initial stakeholder outreach was conducted during the development of the Policy and the Subbasin single GSP. The Policy was discussed in open and public meetings of the various GSAs and at open and public meetings of the Coordination Committee. A draft of the Policy was posted to the Subbasin's SGMA website (www.deltamendota.org) as both a separate item and as a part of the draft single GSP. The public was able to submit written comments on the Policy and the single GSP through the website.

This Policy was discussed during public meetings designed to secure input on both the Policy and the single GSP. Both verbal and written comments were accepted at the meetings. The comments received were summarized and published on the Subbasin website. Finally, comments on the Policy, as well as responses from the Subbasin Coordination Committee, were addressed in the adopted single GSP, which contains the Policy.

Discussion of the Policy status and implementation will be placed on the Subbasin Coordination Committee meeting agendas no less than quarterly during GSP implementation. Similarly, the Policy may be placed on each of the Subbasin GSAs' governing bodies' agendas at least semi-annually during the first year of single GSP implementation. The Policy will be available on the Subbasin SGMA website with relevant information such as electronic instructions for filing an application and a form to submit the application electronically via the website. GSAs may place the Policy on their own websites or have a link on their websites that directs interested persons to the Subbasin SGMA website.

As part of the GSP's Pumping Reduction Plan (PRP; see Chapter 16 of the GSP), the Subbasin Coordination Committee will review current or projected exceedances of the minimum threshold (MT) for groundwater levels and water quality reported by GSAs, at regularly scheduled Coordination Committee public meetings. In the event a groundwater level reading or a water quality sample for the GSP's constituents of concern (COC) at a representative monitoring well (RMW) exceeds its respective MTs as a result of GSA actions and projects, GSAs may contact well users/owners within an up to three (3)-mile radius of the RMW to alert them of the MT exceedance and provide them with information and resources in the event their well is impacted. Each GSA has developed criteria, a notification method, and protocols to address such situations within its jurisdictional boundaries. However, typical templates for such notices are provided as attachments to this Policy. An up to three (3)-mile radius was selected because it is consistent with the average radius of coverage of each RMW in the Subbasin.

For example, if the MT of an RMW well is 100 feet below ground surface (bgs), and a September well level measurement returns a reading of 110 feet bgs, the GSA may post information to its website that domestic well owners in a specific area may be affected. By internal policy, the GSA may also send postcard mailings to known domestic well owners within an up to three (3)-mile radius of the RMW. If the RMW is near the jurisdictional boundary between two or more GSAs, the GSA where the well is physically located will notify the adjacent GSA(s) of the potential impact to well owners located in that adjacent GSA's jurisdictional area. The GSAs will cooperate according to the terms of the Adaptive Management Framework in the Subbasin Memorandum of Agreement (MOA) on any costs associated with notification.

Any notification provided to well users/owners pursuant to the above will include information on this Policy and how and where to file a claim for mitigation. Other information that may be included and/or requested in the notification will be determined by the individual GSAs.

Plan Area

For a full description of the Subbasin Plan Area, please refer to GSP Chapter 5, which may also be found at www.deltamendota.org.

Well Completion Report (WCR) records compiled by DWR indicate an estimated 2,295 domestic wells, 81 public supply wells, and 514 other production wells are located in the Subbasin as of November 19, 2024. This DWR dataset is known to have limitations, but is accepted as a conservative estimate of the number of wells installed within the Public Land Survey System (PLSS) sections that fall within the Subbasin. Additionally, this Policy recognizes that it is likely that wells included in DWR's WCR data set:

- May not currently be in use;
- Are inaccurately located; and/or
- Have inaccurate well construction and/or destruction information.

Given these assumptions and limitations, for the purposes of this Policy, the Coordination Committee conservatively estimates that there are 2,890 wells in the Subbasin as of November 19, 2024. From 2015 to the end of 2024, there have been only 37 known applications for replacement wells in the Subbasin. The reasons for those well replacement applications (e.g., dewatering from over-pumping, mechanical failure, etc.) are unknown.

Monitoring Network

There are 110 wells in the representative monitoring network for water levels for the Subbasin, which the GSAs use to monitor groundwater levels. Of those, 60 wells are in the upper aquifer and 50 wells are in the lower aquifer. There are 85 wells in the representative monitoring network for water quality for the Subbasin, which the GSAs use to monitor groundwater quality. Of those, 46 wells are in the upper

aquifer and 39 wells are in the lower aquifer. Most rural domestic drinking water wells are assumed to be in the upper aquifer, while most municipal and small water system supply wells are assumed to be in the lower aquifer. Agricultural wells are known to be in both the upper and lower aquifers, with some being “composite” wells (with screen intervals in both the upper and lower aquifers).

The distribution of domestic supply wells across the Subbasin and distribution of the Subbasin’s monitoring network wells provide a suitable framework for evaluating the potential for domestic supply wells to become dewatered due to lowering of groundwater levels or impacted by water quality degradation caused by GSAs’ actions and projects. As previously noted in the “Public Outreach” section of this Policy, the Coordination Committee reviews possible MT exceedances or trends in the representative monitoring network following the requirements of the PRP. This will help GSAs avoid potential dewatering of domestic wells or degrading their water quality beyond MTs within their boundaries as a result of GSA actions and projects.

Using a stochastic predictive modeling process to assess potential well impacts and current MT (2015 water levels) exceedances at 25% of representative monitoring wells, the Subbasin could potentially experience 28 total “production” wells dewatered. That leads to an estimated average of three drinking water wells per year *across the Subbasin* during implementation of the GSP through 2040. This estimation supports the approximate current number of replacement well permit applications identified in records from the counties in the Subbasin.

Well Mitigation Process – Water Levels

GSAs will conduct public education and outreach to notify landowners as to how and where to file an application for assistance, and the information that the GSA will require to evaluate the mitigation application. Copies of the application form will be included with education and outreach materials.

Upon receiving a completed application, the receiving GSA, or its representative, will conduct a preliminary review of the application to determine completeness. The applicant will be notified within twenty-four (24) hours, and the GSA will subsequently document such notification, if the application is complete or if there is any further information needed to evaluate the application. If deemed complete and appearing to meet all the requirements to receive assistance, the receiving GSA will provide a short-term emergency water supply to domestic well users as soon as reasonably possible, and will make all reasonable efforts to do so within 24 hours of submission of a complete application. Short-term emergency water supplies shall consist of the delivery of bottled water and, after a site investigation, the delivery and installation of water tanks on a case-by-case basis at the GSA’s discretion; all reasonable efforts made to provide tanked water within 72 hours. The GSAs also commit to work with Self Help Enterprises, Valley Water Collaborative, or similar entities, to assist with the feasibility of providing water tanks.

The short-term emergency water supply will be provided by the GSA at the location of the de-watered well. The GSA in which the well is located will be responsible for providing the short-term emergency water supply and the costs for the investigation. However, if it is determined that over-pumping is the result of another GSA, the GSAs will follow the Adaptive Management Framework process regarding cost sharing (Delta-Mendota Subbasin MOA, Article VII, Article X, Article XIII, and/or Exhibit “C”).

The GSA(s) may develop a professional well assessment report including, but not limited to: age of the well; well construction information (including pump depth, screening intervals, and pipe type [material]) and thickness; well maintenance information; indication of past well performance and any recent performance changes; any recent changes in well use or related land use; and, other additional information as necessary to determine if the failure is caused by declining water levels and/or GSA projects or groundwater management actions.

The GSA's preliminary review of a well mitigation application will consist of all of the following:

- A review of well construction information,
- A review of well and pump maintenance records,
- A review of historic water level data for nearby representative monitoring network wells,
- A review of nearby known production well information,
- A review of nearby land use and any recent land use changes, and/or
- An analysis of nearby conjunctive use activity (if known).

If the nearest representative monitoring network well does not represent water level data that can be used as evidence for consideration of the applicant's claim, a GSA may review additional data from other wells in the monitoring network, or supplemental data from DWR and/or local agencies to support the preliminary review analysis.

If, after completion of the preliminary review, a GSA determines a well is eligible for mitigation, the GSA will measure water levels in the applicant's well and in representative monitoring wells in the area, and will perform a field investigation. To be eligible for mitigation assistance, the applicant must consent to the field investigation/inspection and execute an appropriate release with the GSA. Failure to consent to the field investigation/inspection and/or execute an appropriate release voids the application for mitigation. The field investigation may include, but is not limited to:

- Removing a pump to measure intake depth, well bottom, and static water level,
- Conducting a video log,
- Modifying the wellhead to measure static and pumping level,
- Investigating the site for consolidation feasibility, and/or
- Investigating nearby land and water use.

The field investigation may show the well as ineligible for mitigation. Such criteria indicating ineligibility include, but are not limited to:

- Pump failure,
- Clogged screens,
- Well pipe and/or casing failure or collapse which are unrelated to lowering groundwater levels or other potential GSA actions,
- Other maintenance-related well or pump issues which are unrelated to lowering of groundwater levels or other potential GSA actions, or
- Normal wear and tear based on the age of the well.

The GSA will notify the applicant if the well is ineligible for mitigation and subsequently document such notification. This finding will also be included in the Subbasin's Annual Report.

If the applicant desires to appeal the results of the GSA's investigation, the applicant may do so in writing to the Delta-Mendota Subbasin Coordination Committee. The Coordination Committee shall create an ad hoc committee of no more than three members to review the GSA's written investigation, obtain additional data if necessary, and either (a) confirm the findings of the GSA, (b) provide guidance to the GSA and request further review by the GSA, or (c) propose to the Coordination Committee that it adopts its own findings. If the Coordination Committee chooses to adopt its own findings and recommendations, those shall be binding upon the GSA, to the extent allowed by the Memorandum of Agreement.

If, after the field investigation, a GSA determines a well is eligible for mitigation, the GSA will work with the well owner/landowner on a solution appropriate for the site (each, a “Mitigation Measure”). Such Mitigation Measures may include, but are not limited to, the following:

- Lowering the well pump or otherwise modifying pump equipment,
- Deepening the well if the existing well has an open bottom,
- Installing a new well,
- Assisting landowner with facilitating a connection to an existing municipal or community water system or other water supply, if feasible, or
- Other appropriate mitigation as may be agreed to by both parties.

If the applicant disagrees with the proposed Mitigation Measure(s), a technically qualified third party agreed to by the GSA and applicant may facilitate and recommend a mutually agreeable Mitigation Measure(s). The GSA has the right to identify which Mitigation Measure(s) is optimal on a case-by-case basis. The technically qualified third party’s role is to provide a recommendation. The appropriate GSA Board and/or Manager shall approve the application before any well mitigation (other than provision of emergency drinking water) begins.

The applicant must sign a Mitigation and Indemnification (MI) Agreement prior to the GSA commencing the Mitigation Measure. Terms of the MI Agreement will depend on the nature of the Mitigation Measure provided. New wells will be required to meet state and county well drilling standards and comply with Executive Order N-3-23. In order to be eligible for mitigation from a GSA, the MI agreement may stipulate minimum criteria in addition to state and county requirements for new wells as they apply to GSA review and the opinion granted under EO N-3-23. Criteria may include well construction materials, minimum depth beyond 2015 seasonal low groundwater level measurements, and/or screening interval levels, among other potential criteria.

At its discretion and in the event a new well is installed as mitigation for a failed well, the GSA may choose to convert the abandoned well into a monitoring well. Such provision(s) may be included in the MI Agreement and agreed to by both parties. In such a case, the MI Agreement shall grant access by the property owner to the GSA for the monitoring well for SGMA data gathering and compliance activities, and ownership of the abandoned and converted monitoring well will revert to the GSA. Terms and conditions for access to the monitoring well may be negotiated between the GSA and the well’s former owner.

If the well will be abandoned as part of a Mitigation Measure agreed to by the GSA and will not be converted to a monitoring well under SGMA, the cost for sealing/destroying the well shall be borne by the GSA as part of the Mitigation Measure.

Water Quality Mitigation

The Delta-Mendota Subbasin is known to have widespread degraded water quality due to naturally occurring conditions (i.e., geology). As such, in coordination with the State Water Resources Control Board (SWRCB), the Delta-Mendota Subbasin GSAs have identified six COCs for consideration in the Basin’s GSP development and implementation: Total Dissolved Solids (TDS), Nitrate, Gross Alpha, Chromium VI, Arsenic, and 1,2,3-Trichloropropane (TCP).

The GSAs have identified the following conditions under which domestic well mitigation for water quality and related actions will occur.

- *Condition 1.* If groundwater levels remain above the MTs, which are set at 2015 levels, then additional water quality mitigation beyond what is currently committed to in the GSA’s respective PRPs is not required, except pursuant to Condition 2.

- Condition 2. If a GSA's implementation of Projects or Management Actions (P/MAs) to achieve sustainability causes water quality degradation beyond the water quality MTs at a domestic well for Nitrate, Gross Alpha, Chromium VI, Arsenic, or 1,2,3-TCP (as determined based on the monitoring and management processes laid out in the applicable PRP and the Basin MOA), then the GSAs will mitigate the impacted domestic well. Impacts from TDS will be addressed through the complementary CV-Salts program, as detailed in the Memorandum of Understanding with Valley Water Collaborative (VWC MOU).
- Condition 3. If groundwater levels decline below the MTs, which are set at 2015 levels, and this causes water quality degradation beyond the water quality MT at a domestic well for Gross Alpha, Chromium VI, Arsenic, or 1,2,3-TCP (as determined based on the monitoring and management processes laid out in the applicable PRP and Basin MOA), then the GSAs will mitigate the impacted domestic well. Impacts from Nitrate and TDS will be addressed through the complementary CV-Salts program, as detailed in the VWC MOU.
- Condition 4. If groundwater levels remain above MTs, which are set at 2015 levels, the GSAs will continue to implement the PRPs which include monitoring, management and mitigation commitments, including evaluation of water level and water quality trends to proactively address and avoid water quality impacts to domestic wells from GSA P/MAs.

The application, review, and field investigation process for water quality mitigation shall follow the same procedures established in the Well Mitigation Policy for water levels, including submission requirements, field access and consent, investigation protocols, eligibility criteria, and documentation of findings. GSAs retain the authority to conduct technical investigations consistent with their jurisdictional responsibilities and to determine eligibility for water quality mitigation in accordance with this Policy.

Any short-term or emergency water supply associated with a water quality impact will be provided in accordance with the timelines and procedures outlined in the Well Mitigation Policy for Water Levels. The right to appeal, the formation and function of an ad hoc committee by the Coordination Committee, and the process for binding decisions shall also apply to water quality mitigation determinations.

Pursuant to the PRPs and the Basin MOA, technical analysis regarding causality will be conducted on behalf of the GSA by a qualified technical professional using statistical and/or field verification and/or modeling approaches. Findings will be presented to the Coordination Committee (or designated sub-committee) for review and concurrence.

If the findings of the technical analysis determine that the water quality impacts in a domestic well were caused by GSA P/MAs, the applicable GSA will fund a point-of-use reverse osmosis system and up to three years of filter replacements for a total not to exceed cost of \$2,500 per impacted domestic well, pursuant to the MI Agreement described above. The applicant must sign a MI Agreement prior to the GSA commencing the Mitigation Measure. The current Well Mitigation Fund (which requires replenishment of any used funds) will also be used to support such water quality mitigation.

Funding

GSAs in the Delta-Mendota Subbasin desire to mitigate/compensate for legitimate impacts resulting from GSA management actions failing to maintain water levels at or above 2015 seasonal lows. As noted in the "Plan Area" section of this Policy, a total of only 37 replacement well applications were received by counties in the Subbasin since 2015. However, it is unknown how many of those wells, if any, were dewatered due to the groundwater levels falling below 2015 seasonal low levels, or how many of those are wells for domestic use.

Individual GSAs will fund the mitigation of wells within their boundaries upon determining whether Mitigation Measures pursuant to this Policy are appropriate and justified as detailed in the “Well Mitigation Process” section. In some cases, where historical wells are impacted, adjustments may be made for equipment depreciation. All costs to mitigate claimed impacts at a well site will be initially allocated to the applicable GSA where the well is located.

In the event of interbasin or intra-basin disagreements for determining responsibility for dewatering of a domestic well, Subbasin GSAs shall follow the Adaptive Management Framework processes as outlined in the executed MOA, including Article VII, Article X, Article XIII, and/or Exhibit C therein.

Though the stochastic predictive modeling indicates no more than three domestic wells in the Subbasin will be dewatered annually due to groundwater management activities, GSAs in the Subbasin will establish a common financial account sufficient to annually mitigate ten (10) domestic wells. A limit of ten (10) wells annually was selected because it reflects the undesirable result for lowering of groundwater levels in the GSP.

Not all GSAs in the Subbasin have domestic wells located within their jurisdictional areas. However, the seven GSA groups that are represented on the Delta-Mendota Subbasin Coordination Committee agree to equally fund a common account to a total of \$300,000.² Costs to fund this reasonably prudent reserve will be split based on Coordination Committee costs identified in the MOA and will be funded over three years (i.e. \$100,000 per year, until the fund reaches \$300,000). Funds from the common financial account may be used only for approved Mitigation Measure costs. GSAs receiving funds will be required to repay the total amount withdrawn.

Subject to the provisions in the previous section (Well Mitigation Process), individual GSAs will be responsible for all other costs for implementing this Policy, including but not limited to: preliminary review, a professional well assessment report, a field investigation, and/or emergency water supply expenses. Specific escrow instructions for use of the common account will be developed.

Other Resources

If an application requires immediate action, qualifies only for partial mitigation, or receives no mitigation by a GSA, there are other programs that may assist well owners, especially for rural domestic/*de minimus* wells.

- Self Help Enterprises has a water sustainability program that includes tank water access, domestic well repair or replacement, and water system connections. Their services are free, based on income eligibility and other qualifications. They may be contacted at 1-559-802-1865 or visit their website at <https://www.selfhelpenterprises.org/programs/emergency-services/water-sustainability/>.
- California’s Office of Emergency Services recommends residents contact their County Office of Emergency Services to begin the process of seeking assistance with drinking water wells that go dry.
- The State Water Resources Control Board manages the Safe and Affordable Funding for Equity and Resilience (SAFER) Program. The SAFER Program provides assistance with interim drinking water supplies, emergency repairs, technical assistance, administrators, planning, operations and maintenance and construction projects via various funding sources.

² Recent (5/2/2024) cost estimates for domestic well replacement vary from a low of less than \$15,000/well up to \$30,000/well.

- Additionally, the GSAs in the Subbasin will commit to working with the existing coalitions and drainage authorities who provide support to domestic well owners whose wells are negatively impacted by water quality degradation.

Summary

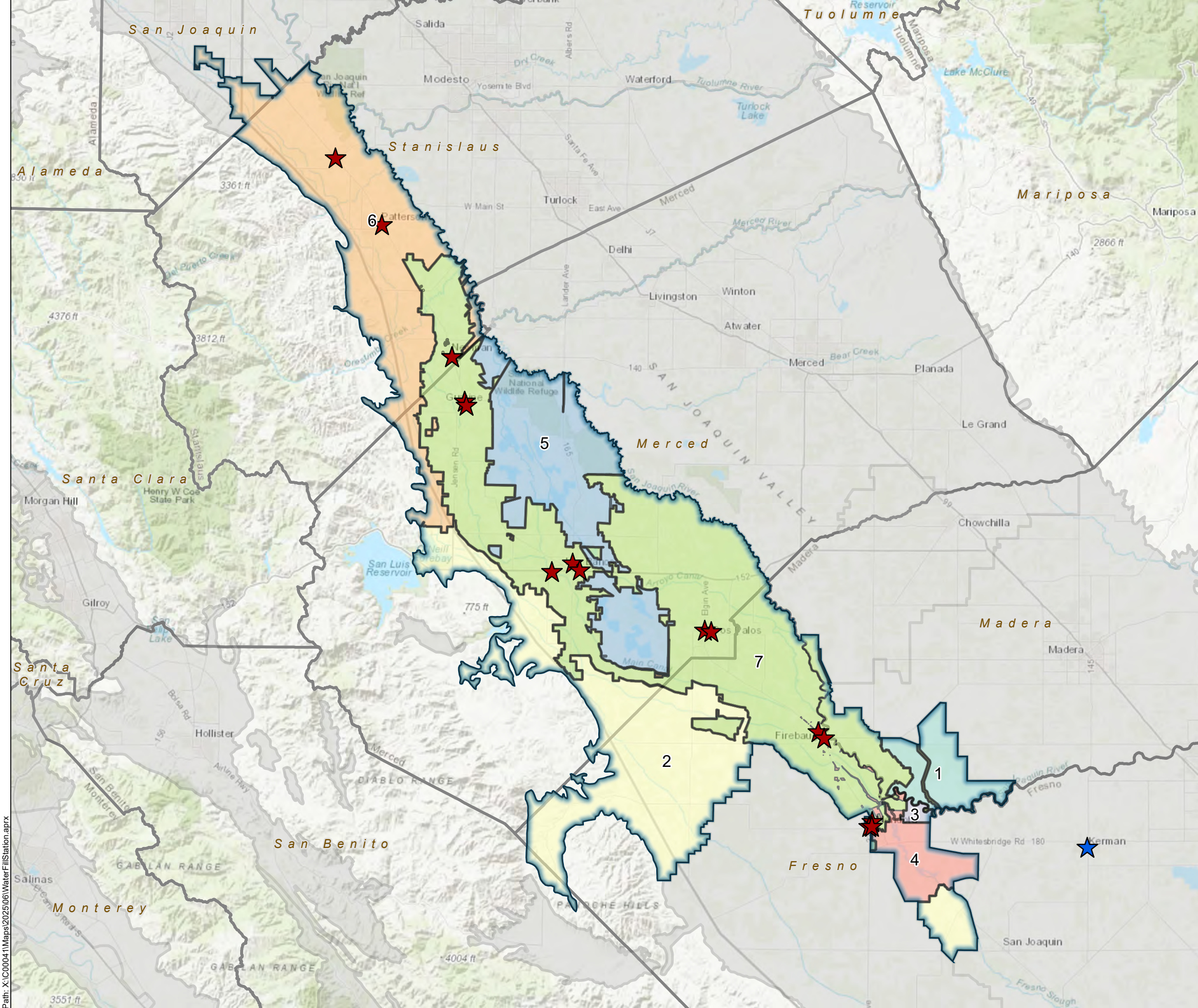
This Well Mitigation Policy formalizes a process that landowners and GSAs in the Subbasin have voluntarily subscribed to, in some cases for over 100 years. GSA members do not want the wells of their constituents, employees, neighbors, friends, and families to go dry or otherwise be impacted. That is why GSAs in the Subbasin are committed to keeping groundwater levels above 2015 historic low levels.

This Policy describes the process well owners can follow to apply for mitigation/assistance if their wells go dry or have water quality impacts due to projects or groundwater management actions of the GSAs under SGMA. It specifies the process GSAs across the Subbasin may follow if there are indications that a representative monitoring well is nearing MTs, and the process GSAs and well owners will follow in the event a drinking water well goes dry or has a water quality impact for specific COCs.

As previously noted, since 2015, only 37 replacement well applications were received across the Subbasin. County records do not indicate whether wells were replaced due to groundwater levels falling or for other reasons. GSAs in the Subbasin are committed to eliminating the need for this Policy by maintaining groundwater levels above 2015 thresholds and managing the Subbasin's groundwater sustainably.

Domestic well owners are encouraged to be aware of information on local groundwater conditions as provided by local GSAs and the State of California. In particular, DWR has a website dedicated to keeping domestic well owners informed about resources needed to maintain and protect domestic water supply. This includes information about well maintenance and other assistance via DWR's "Be Well Prepared" website, which can be found at the following link: [Be Well Prepared \(ca.gov\)](https://www.water.ca.gov/be-well-prepared/).

The Delta-Mendota Subbasin Coordination Committee shall review this Policy at least every five years.



Legend

Water Fill Station Type

- ★ Free
- ★ Paid

Delta-Mendota Subbasin (DWR Basin No. 5-022.07)

California Groundwater Basin

County Boundary

GSA Groups

- 1 Aliso Water District
- 2 Central Delta-Mendota
- 3 Farmers Water District
- 4 Fresno County
- 5 Grassland Water District
- 6 Northern Delta-Mendota
- 7 San Joaquin River Exchange Contractors

Abbreviations
DWR = Department of Water Resources
GSA = Groundwater Sustainability Agency
GSP = Groundwater Sustainability Plan
MOA= Memorandum of Agreement
SGMA = Sustainable Groundwater Management Act

Notes:
1. All locations are approximate.
2. GSA Group boundaries are defined per the Delta-Mendota Subbasin MOA and are consistent with the grouping of GSAs that authored the six original GSPs submitted in January 2020.
3. If accommodation or alternative format is needed for this figure, please contact the Plan Manager for assistance.
4. Subject to eligibility and criteria outlined in the Delta-Mendota Subbasin's Well Mitigation Policy, domestic well users may receive drinking water and tanked water at no cost from their respective GSAs. A map of water fill stations is provided for informational purposes or for use in situations where additional supply is needed beyond the scope of the Well Mitigation Policy. Free fill stations are available, and use of paid fill stations is at the discretion of the user.

Sources
1. Basemap is ESRI's ArcGIS Online world topographic map, obtained 8 September 2023.
2. DWR Groundwater basins are based on the boundaries defined in California's Groundwater Bulletin 118 - Final Prioritization, dated February 2019.
3. GSA boundaries obtained from DWR's SGMA Data Viewer, dated 25 August 2023.



Water Fill Stations Map
Available to Use In Addition to
GSA Support Under
Well Mitigation Policy
Delta-Mendota Subbasin
June 2025
C00041.15
Figure 1

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eki environment & water

[GSA NAME e.g. City of Patterson GSA]

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threshold, known as the Minimum Threshold (MT), is established and manage groundwater conditions in the Delta-Mendota Subbasin

GSA	Monitoring Well	Minimum Threshold (feet above sea level)	Measured Groundwater Elevation (feet above sea level)
of person GSA	02-109	10.4 ft msl	12 ft msl

Where did the exceedance occur?

GSA	Monitoring Well	Minimum Threshold (feet above sea level)	Measured Groundwater Elevation (feet above sea level)	Measurement Date
City of Patterson GSA	02-109	10.4 ft msl	12 ft msl	Oct-21-2025

Legend

- Monitoring Well
- Quarter Mile
- City of Patterson GSA

0 0.5 1 2 Miles

N

Monitoring Well 02-109

Del Puerto Creek

Black Gulch

Highway 5

Highway 87

Highway 205

City of Patterson

Major Roads: Magrola Ave, Lenon Ave, Elm Ave, Sycamore Ave, Eucalyptus Ave, Olive Ave, Walnut Ave, E. Las Palmas Ave, Orange Ave, Fig Ave, Almond Ave, Spaworth Ave, Apricot Ave, Pomegranate Ave, W Marshall Rd, Local Ave, Barich Ave, Sperry Ave, Ward Ave, Zerkow Rd, Baldwin Rd, Zacharias Rd, Rogers Rd, Park Center Dr.

What is being done in response?

Groundwater levels in [WELL] have declined, which can result from various factors, including pumping, changes in climate conditions, and shifts in groundwater conditions and use in nearby areas. Your GSA and other relevant organizations are actively investigating the cause of groundwater level declines to determine the best course of action.

To respond, the GSA will be increasing the monitoring frequency of groundwater levels and pumping in [WELL] and nearby wells will be increased to monthly. If necessary, groundwater pumping near the impacted RMW may be reduced by assigning a temporary acre-foot per acre pumping allocation to nearby production wells to allow water levels recover. Domestic wells will not be required to reduce pumping. If you have a well that is used for non-domestic purposes, your GSA will notify you if it is necessary to reduce pumping.

What if my well goes dry?

If you use water from a domestic well and it goes dry, you may be eligible for assistance under the **Delta-Mendota Subbasin Domestic Well Mitigation Policy** [WEB ADDRESS]. Within 24 hours of receiving your application, the GSA will inform you whether any additional information is needed. If the application is deemed complete and appears to meet eligibility requirements, your local GSA will make all reasonable efforts, consistent with health and safety needs and the Well Mitigation Policy, to deliver bottled water to you within 24 hours. The bottled water will be delivered to the same location as your well. If you require additional water, please inform your GSA representative.

If, upon investigation, it is determined that your well has gone dry due to lowering of the surrounding groundwater levels caused by GSA actions (and not some other reason, such as pump failure), your local GSA will provide mitigation measures which may include:

- Lowering the well pump,
- Deepening the well,
- Installing a new well, or
- Assisting well owner with facilitating a connection to an existing municipal or community water system or other water supply.

Additionally, the GSA may deliver and install a tanked water supply for your use while the longer-term mitigation is in progress. In this case, several days' worth of water will be provided initially, with deliveries continuing every few days until the issue is resolved or a more permanent solution is implemented.

A copy of the **Well Mitigation Application** is attached to this notice and can also be found online at [WEB ADDRESS]. Information on programs that may provide you with additional support can be found at [WEB ADDRESS].

Who can I contact with questions?

Questions related to this notice can be directed to your local GSA:

City of Patterson GSA
1 Plaza, P.O. Box 667
Patterson, CA 95363
(209) 895-8000
www.pattersonca.gov

[EMAIL]

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Important Information About Your Groundwater Well

[GSA NAME e.g. City of Patterson GSA]

[GSA WEBSITE e.g. <https://www.pattersonca.gov/680/Sustainable-Groundwater-Management-Act-S>]

You are receiving this notice because your well is **within three miles** of one or more representative monitoring wells (RMW(s) in which groundwater quality has exceeded the threshold set by your local Groundwater Sustainability Agency (GSA) under the Sustainable Groundwater Management Act (SGMA) and the Delta-Mendota Subbasin Groundwater Sustainability Plan, which can be found here: [WEBSITE].

This threshold, known as the Minimum Threshold (MT), is established for individual RMWs to help track and manage groundwater conditions in the Delta-Mendota Subbasin and to protect nearby groundwater users from groundwater quality changes that may result from GSA projects and management actions. Details on the RMW(s) with water quality exceedances are provided below.

GSA	Monitoring Well	Contaminant with Exceedance	Minimum Threshold	California Maximum Contaminant Level	Measured Concentration	Measurement Date
City of Patterson GSA	02-109	Nitrate as Nitrogen	12 mg/L	10 mg/L	13 mg/L	Oct-21-2025

Constituent(s) of Concern

Arsenic is a semi-metallic trace element which can occur naturally in groundwater. It is acutely toxic when ingested in concentrations of hundreds of micrograms per liter (ug/L) or higher, and exposure to lower concentrations is associated with increased risk of multiple types of cancer.

Arsenic fact sheet:

https://www.waterboards.ca.gov/water_issues/programs/gama/docs/coc_arsenic.pdf

Nitrate is a common natural and human-influenced compound. It is produced in small amounts by biologic nitrogen fixation; however, the majority of nitrate in groundwater is derived from synthetic and organic fertilizers and animal or human wastes. Exposure to nitrate can cause the serious and potentially fatal condition in infants, methemoglobinemia (“blue baby syndrome”).

Nitrate fact sheet:

https://www.waterboards.ca.gov/water_issues/programs/gama/docs/coc_nitrate.pdf

1,2,3-Trichloropropane (1,2,3-TCP) is a human-influenced organic solvent used in industrial processes and is associated with historical pesticide products. 1,2,3-TCP exposure has acute and chronic health effects, and the chemical is recognized as a human carcinogen by the State of California.

1,2,3-TCP fact sheet:

https://www.waterboards.ca.gov/water_issues/programs/gama/docs/coc_tcp123.pdf

Alpha particles are a low energy form of radiation emitted by some radioactive elements, sometimes referred to as radionuclides. Gross alpha radioactivity in groundwater is most commonly associated with decay of naturally occurring uranium or thorium. Alpha radiation can increase the risk of cancer when alpha-emitters, such as radon, radium, or uranium, are ingested or inhaled.

Radionuclides fact sheet (includes alpha particles):

https://www.waterboards.ca.gov/water_issues/programs/gama/docs/coc_radionuclides.pdf

Total Dissolved Solids (TDS) is a measure of all the dissolved ionic constituents in water and is a common measure of salinity. At lower concentrations, TDS primarily affects the taste of drinking water; however, high concentrations of salt can damage crops, affect plant growth, damage home and industrial equipment, and pose health risks.

Salinity fact sheet:

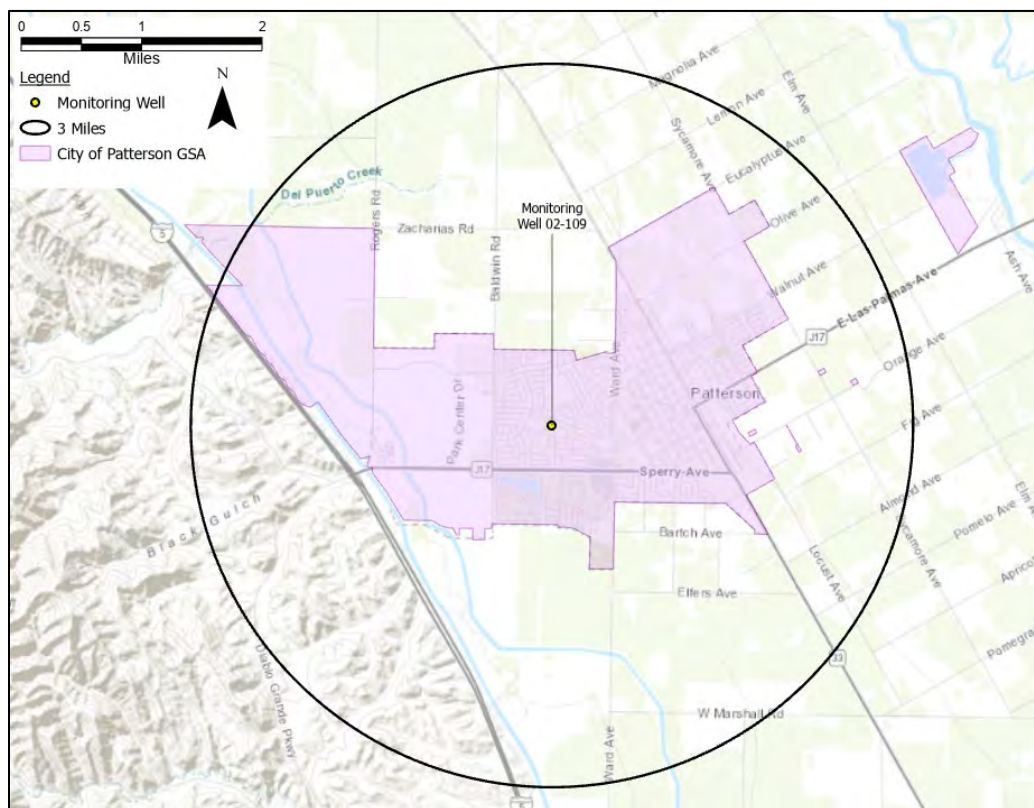
https://www.waterboards.ca.gov/water_issues/programs/gama/docs/coc_salinity.pdf

Hexavalent chromium (i.e., chromium VI or chrome 6) is an element that can occur naturally in groundwater and is a human carcinogen. It can be produced by industrial activity, though such activities are not known to be present locally. Hexavalent chromium may be affected by irrigation activities or other changes to the water table that alter the amount of oxygen in the groundwater, which controls its release from rocks.

Hexavalent chromium fact sheet:

https://www.waterboards.ca.gov/water_issues/programs/gama/docs/coc_hexchromcr6.pdf

Where did the exceedance occur?



What is being done in response?

In response to the detection of a water quality exceedance, the GSA will be increasing the monitoring frequency for **[COC]** in **[WELL]** and nearby monitoring wells is being increased to **[quarterly/monthly]**. Your GSA and other relevant organizations are also actively working to determine the cause of the exceedance and to take appropriate action to address it, as applicable. Information on programs that may provide you with additional support can be found at **[WEB ADDRESS]**.

What if my well has water quality impacts due to GSA projects and management actions?

If you use water from a domestic well and the water quality is impacted due to GSA projects or management actions, you may be eligible for assistance under the **Delta-Mendota Subbasin Domestic Well Mitigation Policy** **[WEB ADDRESS]**. Within 24 hours of receiving your application, the GSA will inform you whether any additional information is needed. If the application is deemed complete and appears to meet eligibility requirements, your local GSA will provide mitigation measures which may include:

- Providing interim and emergency bottled water to the well site until the investigation is complete and/or a long-term mitigation measure is implemented. The local GSA will make all reasonable efforts to deliver bottled water within 24 hours, consistent with health and safety needs and the Well Mitigation Policy.
- Providing up to \$2,500 for purchase of a Point-of-Use RO System and filters; or
- Assisting well owners with facilitating a connection to an existing municipal or community water system or other water supply.

A copy of the **Well Mitigation Application** is attached to this notice and can also be found online at [WEB ADDRESS]. Information on programs that may provide you with additional support can be found at [WEB ADDRESS].

Who can I contact with questions?

Questions related to this notice can be directed to your local GSA:

City of Patterson GSA
1 Plaza, P.O. Box 667
Patterson, CA 95363
(209) 895-8000
www.pattersonca.gov

[EMAIL]

Additional Resources For Domestic and Small Community Well Users

The following programs provide information and/or assistance to domestic and/or small community well users impacted by declining groundwater levels or degraded water quality in the Delta-Mendota Subbasin.

1. Be Well Prepared – California Department of Water Resources (DWR)

The DWR *Be Well Prepared* campaign helps private well owners prepare for dry conditions and other water-related emergencies. The associated website offers critical tools for monitoring well water levels, improving well maintenance, and reporting dry wells.

Visit Here: <https://water.ca.gov/bewellprepared>

2. Individual Well Program – Rural Community Assistance Corporation (RCAC)

The RCAC supports private well owners and small water systems with education, funding assistance, and programs for improving well infrastructure and water management. The program includes training and workshops and assists entities with securing funding and repair assistance for their wells.

Visit Here: <https://www.rcac.org/environmental/individual-well-program/>

3. Drinking Water Guide for Domestic Wells – Community Water Center (CWC)

The CWC offers a comprehensive guide for domestic well owners and small water systems. It includes step-by-step information on water quality testing, state regulations, and community support resources.

Visit Here: <https://www.drinkingwaterguide.org/domestic-wells-and-state-smalls>

4. Report Dry Wells to DWR

If you are experiencing issues with your well drying up, you can report them to DWR. Participating local agencies will also be notified.

Report a Dry Well: <https://water.ca.gov/bewellprepared>

5. Cleanup and Abatement Account (CAA) Urgent Drinking Water Needs Program

The California State Water Resources Control Board (SWRCB) uses CAA funds to assist entities such as public agencies, tribal governments, not-for-profit organizations serving disadvantaged communities (DACs), and community water systems serving DACs, with addressing urgent drinking water needs. Projects that are eligible for funding include

providing interim water supplies, emergency improvements or repairs to existing water systems needed to provide domestic water, and certain construction projects.

Visit Here:

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/urgent_water_needs.html

6. Valley Water Collaborative

Valley Water Collaborative (VWC) is a non-profit organization in the Central Valley that helps families get clean drinking water by offering free well water testing and free bottled water if an applicant qualifies. VWC offers testing of a private drinking water well for free and provides replacement water if the well has nitrates above the State drinking water limit (10 mg/L). Domestic well users who are low-income or in a disadvantaged community may also receive replacement water if the well has arsenic, 1,2,3-TCP, DBCP, EDB, perchlorate, chromium, or uranium over the State drinking water limit.

Visit here: <https://valleywaterc.org/>

7. Self-Help Enterprises (SHE) Safe Drinking Water Program

SHE administers several programs in the San Joaquin Valley, including well testing, bottled water provision, implementation of Point-of-use/Point-of-entry (POU/POE) treatment systems for income-qualifying households or small community systems not meeting drinking water standards, and long-term solutions such as well repairs or replacements or connections to existing systems.

Visit Here: <https://www.selfhelpenterprises.org/programs/community-development/safe-drinking-water/>

8. Safe and Affordable Funding for Equity and Resilience (SAFER) Program

The SAFER Program provides assistance with interim drinking water supplies, emergency repairs, technical assistance, administrators, planning, operations and maintenance and construction projects via various funding sources. Information and data from the most recent Drinking Water Needs Assessment related to at-risk small water systems and domestic wells is also available.

Visit Here: <https://www.waterboards.ca.gov/safer/>

9. Groundwater Ambient Monitoring and Assessment (GAMA) Program – SWRCB

The GAMA Program provides well owners with access to water quality data, testing options, and informational resources to manage domestic wells effectively.

Visit Here: https://www.waterboards.ca.gov/water_issues/programs/gama/well_owners.html

10. Private Well Guidance – Environmental Protection Agency (EPA)

The EPA provides resources to ensure safe drinking water for private well owners. Their tools include guidance on well construction, maintenance, testing schedules, water quality protection, and treatment.

Visit Here: <https://www.epa.gov/privatewells>

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MEMORANDUM

TO: San Luis & Delta-Mendota Water Authority
c/o Scott Petersen

FROM: Lauren D. Layne
Jessica S. Johnson

DATE: March 18, 2025

RE: Options for Financial and Administrative Services
Delta-Mendota Subbasin Coordination Committee

INTRODUCTION

The groundwater sustainability agencies (individually, a “GSA” and collectively, the “GSAs”) in the Delta-Mendota Subbasin (the “Subbasin”) currently have agreements with the San Luis & Delta-Mendota Water Authority (“SLDMWA”) whereby the SLDMWA handles finances and contracts for administrative services (such as preparation of meeting agendas and minutes, and serving as the Plan Manager for the Subbasin and interacting with state agencies on behalf of the Subbasin GSAs) (the “Services”) for the GSAs’ Coordination Committee, the Northern Delta-Mendota GSA Group (the “Northern Group”), and the Central Delta-Mendota GSA Group (the “Central Group”). The GSAs anticipate moving away from these structured agreements. They are currently considering responses to an RFP for administrative support services. However, starting March 1, 2026, there will need to be a new structure in place that does not involve the SLDMWA providing financial administration and entering into contracts on behalf of the GSAs.

The Coordination Committee asked that Baker Manock & Jensen, P.C. (“BMJ”) provide a summary of the GSAs’ options for a new financial administrative structure, including entering into service contracts. These options will involve the use of the Joint Exercise of Powers Act¹ (the “Act”) and joint powers agreements. Therefore, we will begin with a summary of the Act, then provide an outline of possible options, in no particular order of preference. This memorandum is

¹ Gov. Code §§ 6500, *et seq.*

not exhaustive but provides a basis for discussion among the GSAs and their Coordination Committee.

DISCUSSION

A. The Joint Exercise of Powers Act

The Act governs the formation and administration of joint powers agreements. Under the Act, public agencies may make agreements with other agencies to jointly exercise a power or powers they have in common. This may be done by an agreement to form a separate legal entity (hereafter, a “joint powers agency” or a “JPA”) or by entering into an agreement to jointly exercise the common power(s).

1. Parties to a Joint Powers Agreement

The ability to enter into a joint powers agreement for either purpose is generally limited to “public agencies,”² defined as including, but not limited to:

the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to [the Act] by any of these agencies.³

Under the Sustainable Groundwater Management Act (“SGMA”), multi-member GSAs can be formed by a memorandum of agreement (or other legal agreement) or by a joint powers agreement.⁴ As such, GSAs that are JPAs are explicitly authorized to enter into another joint powers agreement by Government Code section 6500. GSAs that are not JPAs are not specifically listed in the definition of “public agencies” under the Act, and there appear to be no cases or opinions addressing the matter. That said, single-entity GSAs would likely qualify as “public agencies” because they are local “public districts” that elected to serve as the GSA for identified areas. We do not expect the matter to be an issue, but are simply flagging the uncertainty in the law.

2. The Joint Powers Agreement

The Act provides that “[i]f authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting

² Mutual water companies may also exercise this power, but mutual water companies have been prohibited from being GSAs by the State Water Resources Control Board and DWR.

³ Gov. Code § 6500.

⁴ Wat. Code § 10723.6, subd. (a).

parties, including, but not limited to, the authority to levy a fee, assessment, or tax.”⁵ They may also join in the creation of a separate entity to exercise those powers on their behalf.⁶

The Act does not grant new powers, but merely sets up a new procedure for exercising existing powers by cooperative action.⁷ The “common powers” rule provides that the powers exercised by a joint powers agreement can be no greater than the powers shared by each of the constituent members.⁸ “The test for compliance with the common powers rule is whether each of the agency’s members had the power to perform the contested acts—whether each had the power ‘to do unilaterally what was actually done.’”⁹

Notably, those shared powers do not need to cover the same geographic region where the shared powers will be exercised.¹⁰ For example, a county and a special district can agree to share common powers and exercise them in an area outside of the special district’s boundaries, so long as the powers directly concern the special district’s statutory authorities and activities.¹¹

3. Requirements When a New Entity is Created

A JPA “is a public entity separate from the parties to the agreement.”¹² A new agency would be authorized to sue and be sued on its own behalf,¹³ enter into its own contracts, and all debts, liabilities, and obligations of the new agency would be its own.¹⁴

The agreement may provide that the JPA formed to administer or execute the agreement is one or more of the parties to the agreement, or a commission or board constituted pursuant to the agreement or a person, firm or corporation (including a nonprofit organization) designated in the

⁵ Gov. Code § 6502.

⁶ *Robings v. Santa Monica Mountains Conservancy* (2010) 188 Cal.App.4th 952, 962 (“*Robings*”).

⁷ *City of Oakland* (1940) 15 Cal.2d 542; 50 Ops.Atty.Gen. 1 (July 25, 1967).

⁸ *Robings, supra*, 188 Cal.App.4th at p. 962.

⁹ *Ibid.*; see also *Crawley v. Alameda County Waste Management Authority* (2015) 243 Cal.App.4th 396 [County waste management authority complied with the common powers rule in imposing an annual charge for disposal of household hazardous waste, where each of the authority’s members had the power to perform the contested acts].

¹⁰ Gov. Code § 6502.

¹¹ *Beckwith v. County of Stanislaus* (1959) 175 Cal.App.2d 40, 49 [irrigation district may join with a county to exercise joint powers to construct bridges over its irrigation canals as the district is directly concerned with the work to be performed].

¹² Gov. Code § 6507; *Robings, supra*, at p. 966.

¹³ Gov. Code § 6508 [so long as the agency has the power in the agreement to make and enter contracts, or to employ agents and employees, or to acquire, construct, manage, maintain or operate any building, works or improvements, or to acquire, hold or dispose of property or to incur debts, liabilities or obligations].

¹⁴ Gov. Code § 6508.1, subd. (a); see also *Tucker Land Co. v. State of California* (2001) 94 Cal.App.4th 1191 [also holding that member agencies were not alter egos of the JPA where no abuse of organizational capacities, no diversion of funds, and no fraud on creditor].

agreement.¹⁵ The parties may provide for the mutual exchange of services without payment of any consideration other than those services or the parties may require contributions to pay for the costs of the new JPA.

A separate JPA possesses the common power specified in the joint powers agreement and may exercise it in the manner or according to the method provided in the agreement.¹⁶ That power is subject to the restrictions imposed on the exercise of powers of a designated contracting party (the “6509 agency”).¹⁷ For example, where a joint powers agreement designates that the power is subject to the restrictions of the county member entity, then county competitive bidding requirements apply to the new entity. This restriction does not apply to powers that the joint powers agency holds on its own under state law, such as the power to issue bonds.¹⁸

If a new agency is formed, notice of its formation and any amendments must be provided to the California Secretary of State within thirty (30) days of the effective date of the agreement or amendment.¹⁹ The agency cannot issue any bonds or incur any kind of debt until notice is provided. The agency must also file notice with the State Controller.²⁰

The Act is concerned with the strict accountability of all funds and reports of all receipts and disbursements.²¹ The agreement must designate the treasurer of one of the contracting parties (or the county treasurer if a county is a contracting party) or a certified public accountant to be the depository and have custody of all the money of the joint powers agency.²² The new agency can instead appoint one of its officers or employees to fill that position.²³ The Act requires an annual audit of all the contracting entities by a certified public accountant or public accountant, or the person serving as the Treasurer/Auditor.²⁴ Those audits must be kept as public records and made available as requested by the public.

The agreement must designate the “public office or officers or person or persons who have charge of, handle, or have access to any property of the agency or entity and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the contracting parties.”²⁵

¹⁵ Gov. Code § 6506.

¹⁶ Gov. Code § 6508.

¹⁷ Gov. Code § 6509.

¹⁸ *Rider v. City of San Diego* (1998) 18 Cal.4th 1035.

¹⁹ Gov. Code § 6503.5.

²⁰ Gov. Code § 6503.6, subd. (a).

²¹ Gov. Code § 6505, subd. (a).

²² Gov. Code § 6505.5.

²³ Gov. Code § 6505.6.

²⁴ Gov. Code § 6505, subd. (b).

²⁵ Gov. Code § 6505.1.

Finally, the JPA would be required to provide “pension, relief, disability, workers’ compensation, and other benefits that apply to officers, agents, and employees of a public agency” to the officers, agents, and employees of the JPA.

The Act provides a limited exception to the doctrine of incompatible offices prohibition, in that an official elected to the governing board of a member entity may also act in the capacity of a member of the governing body of the new agency when the new agency contracts with a member entity.²⁶ Contracts with member agencies do not appear to be a conflict of interest for JPAs, so long as the contract is contemplated in the joint powers agreement.

B. The Options

The options discussed below include: (1) the GSAs enter into a joint powers agreement with each other wherein one of the GSAs will enter into contracts and provide financial administrative/budget support for all of the GSAs, but no new entity is formed; (2) the GSAs enter into a joint powers agreement to form a new JPA, with a governing board (which could be the same as the Coordination Committee); or (3) the GSAs enter into a joint powers agreement with an existing JPA who will provide the contractual and financial administrative/budget support services for all GSAs in the Subbasin.

1. Option 1 – Agree to Exercise Powers Jointly

One option would be for all of the Subbasin GSAs to enter into a joint powers agreement that **does not** create a separate JPA. The joint powers agreement would designate one of the member agencies to handle the finances/accounting, contracting, and the administrative requirements for the three committees (Coordination, the Northern Group, and the Central Group). This option would require a provision in the agreement to pay a certain fee for extra staff costs and time incurred by the designated agency, and require a cost sharing arrangement among the other GSAs for payment of the fee.

As the designated member agency, the agreement would authorize that entity to provide services outside of its jurisdiction sharing the powers of all the other GSAs as delineated in the agreement. To avoid the potential that one GSA has all the powers granted under SGMA to regulate the entire Subbasin, the agreement should limit the designated member agency’s powers outside of its jurisdiction to the defined Services for the Subbasin committees only (including the ability to enter into contracts on behalf of the Subbasin GSAs), and not the general GSA powers enumerated in Water Code section 10725, *et seq.*, or the financial authorities enumerated in Water Code section 10730, *et seq.*, or the authority to levy a fee, assessment, or tax granted in the Act by Government Code section 6502.

This option is slightly less burdensome than creating a separate JPA because the GSAs would not be subject to the extra requirements and State oversight outlined in Section A.3. above,

²⁶ Gov. Code § 6508.

including reporting to the Secretary of State and State Controller, the annual audit requirements and treasurer designation (though the agreement must still “provide for strict accountability of all funds and report of all receipts and disbursements”²⁷), and the bond requirement for the person designated as the custodian of the JPA’s property.

However, this structure would not provide the liability protections that forming a separate JPA would provide. The designated member GSA performing the Services on behalf of the rest of the Subbasin GSAs would need secure indemnification protection from the other GSAs for actions performed in the course and scope of its delegated work.

Also, there is case law holding that a separate body formed that has powers it exercises on behalf of the member entities, even though no separate agency was formally formed may create a *de facto* new entity subject to the Act. Assuming the Coordination Committee would be the body authorizing any contracts, there may be an argument that the Coordination Committee is acting as a *de facto* new entity.

For example, in *McKee v. Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force*, the Los Angeles County Police Chiefs Association drafted a memorandum of agreement (“MOU”) to form a task force to fight drug trafficking and money laundering.²⁸ Numerous cities in southern California approved entering into various forms of the MOU, some by adopting a joint powers agreement and some by simply authorizing their police chief to participate in the task force. None of the MOUs or agreements specifically stated that a new entity was to be formed, but the MOU generally did call for the governance of the task force by a board of directors and executive council. The task force did not have open meetings in compliance with the Brown Act. However, the appellate court held that the MOU’s *intent* was to create a new JPA and that the task force was indeed a “local agency” subject to the Brown Act because it was created with the authority to employ the cities’ police powers, it has a separate governance and fiscal structure and the ability to enter into its own contracts.²⁹

The facts are a bit different here, as there would be a specific member agency designated to perform the services; however if the Coordination Committee (and the other two management committees) still exists under the new structure and makes decisions for the Subbasin which it then directs the designated member entity to perform (such as entering into contracts with consultants), arguably the Coordination Committee could be seen as serving as the *de facto* new and separate JPA. Then, the GSAs would have to comply with all the extra JPA requirements. In this case, the risks may be small as the Coordination Committee already complies with the Brown Act and the agreement could make clear the delegation of duties to the member entity performing the Services. However, this case law makes us very cautious about using an MOU or other legal agreement that is not a formal joint powers agreement to address the GSAs’ need for the Services.

²⁷ See Gov. Code § 6505, subd. (a).

²⁸ *McKee v. Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force* (2005) 134 Cal.App.4th 354, 356 (“*McKee*”).

²⁹ *Id.* at p. 362.

2. Option 2 – Agree to Form a Separate Entity to Exercise Joint Powers

Another option would be for all the Subbasin GSAs to enter into a joint powers agreement that **does** create a separate JPA. The separate JPA could be governed by the Coordination Committee or a similarly formed entity consisting of representatives of each of the GSAs or representatives from the respective GSA groups. As the MOA entered into between all of the GSAs already describes the structure of the Coordination Committee, it would make sense to simply use this body as the governing body of a JPA. The JPA could enter into contracts with consultants to perform the required Services, potentially hire its own staff, or designate a member agency to perform services for compensation or not (though we would recommend compensation due to the time and financial burden of the requested services).

Unlike an agreement to exercise powers jointly, a JPA “is a public entity separate from the parties to the agreement.”³⁰ In *Robings*, the Santa Monica Mountains Conservancy (a public agency formed by special act) (the “Conservancy”) entered into an agreement with two parks and recreation special districts to form a separate joint powers agency, the Mountains Recreation and Conservation Authority (the “Conservation Authority”).³¹ The Conservation Authority was governed by a four-member board with representatives from each of the member public agencies and one at-large member. The agreement designated the Conservancy’s Executive Director to serve as the Conservation Authority’s Executive Director, as well as the Conservancy’s staff counsel to serve as acting counsel for the Conservation Authority. The Conservancy later provided a three-figure grant to the Conservation Authority to develop a coastal development plan to submit to the California Coastal Commission. On appeal, the court found no problem with the grant and formation of the Conservation Authority, as granting funds to other public agencies for conservation purposes was well within the statutory power of the Conservancy; the fact of the staffing overlap was irrelevant as the Conservation Authority was a valid separate legal entity.

This type of arrangement would not be possible if the parties had simply entered into an agreement to jointly exercise common powers. There would be no separate legal entity and therefore no other entity to which a member agency can grant funds.

Furthermore, a new agency would be authorized to sue and be sued on its own behalf, enter into contracts, and all debts, liabilities, and obligations of the new agency would be its own, which would provide some protection for the member entities. Notably, there is a legal presumption that a JPA’s actions are legally authorized and otherwise correct.³²

However, forming a separate entity subjects the new JPA to all the reporting and oversight provisions discussed above, plus potential additional human resources and administrative costs if the new entity hires any employees. Furthermore, if a JPA is formed, the new authority is a “local

³⁰ Gov. Code § 6507; *Robings*, *supra*, 188 Cal.App.4th at p. 966.

³¹ *Robings*, *supra*, 188 Cal.App.4th at pp. 957–959.

³² *Zack v. Marin Emergency Radio Authority* (2004) 118 Cal.App.4th 617, 631.

agency” and subject to most of the laws applicable to California public agencies, including the Brown Act, conflict of interest laws, public contracting requirements, and the Public Records Act.³³

Designating the 6509 agency³⁴ would probably not be much of an issue because all the contracting entities will be GSAs so there would be no differences in the restrictions of power compared to if a County (and not a County GSA), for example, were also a contracting entity.

3. Option 3 – Entering into a Joint Powers Agreement with another JPA

Yet another option is that the Subbasin GSAs enter into a joint powers agreement with an existing JPA that may be able to perform the Services the GSAs require. This option would largely have the same benefits and drawbacks as Option 2, though the existing JPA would already have the reporting, accounting, and administrative infrastructure in place, so the start-up costs may be less than forming an entirely new JPA.

Our understanding is that some of the GSAs may be aware of existing JPAs that would consider entering into such an arrangement. However, those have not been disclosed to us as of the date of this memorandum.

CONCLUSION

The Joint Exercise of Powers Act permits two or more local agencies to jointly exercise common powers, including the ability to create a separate legal entity to exercise those powers on behalf of the member entities. The Act permits cities, counties, and local agencies to be flexible and creative in providing public services so long as the powers exercised are common to the member entities.

A joint powers agreement can provide that no new entity would be created; however, if the terms of the agreement provide for a separate governing body or committee with the power to exercise any of the member entities’ powers, case precedent shows that it could be considered a new entity subject to public agency laws and the Joint Exercise of Powers Act.

Forming a JPA (rather than simply just jointly exercising common powers) grants the JPA a separate legal existence, whose debts and liabilities are separate from the member entities and which can sue and be sued in its own capacity. This insulates the member entities in worst-case scenarios. That said, a separate JPA is a “local agency” subject to all applicable state laws regarding open meetings, public records, public contracting, and prevailing wage requirements,

³³ See e.g.; *McKee, supra*, 134 Cal.App.4th at p. 362.

³⁴ See Gov. Code § 6509 [the JPA’s exercise of the common powers are subject to the restrictions imposed on the exercise of powers of a designated contracting party]; see also Section A.3. of this memorandum.

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among other laws. In addition, there are reporting, financial and audit requirements applicable to JPAs that may be burdensome.

Finally, the Subbasin GSAs could enter into a joint powers agreement with an existing JPA that may already have the infrastructure to provide the desired Services and still provide legal protection to the Subbasin GSAs by the formation of a separate legal entity.

This memorandum is meant to be a summary of the law, though not a comprehensive discussion of all laws potentially applicable to a JPA; and not an argument favoring any option. We look forward to discussing this memorandum and its applicability to your situation.

LDL:JSJ

**DELTA-MENDOTA SUBBASIN GSAS
JOINT POWERS AUTHORITY AGREEMENT**

This **DELTA-MENDOTA SUBBASIN GSAS JOINT POWERS AUTHORITY AGREEMENT** (this “Agreement”) is made and entered into on this ____ day of _____, 2025 (the “Effective Date”) by and among the groundwater sustainability agencies within the Delta-Mendota Subbasin listed in Exhibit “A” (each a “Member” and in the plural or collectively, as the “Members”).

RECITALS

A. **WHEREAS**, in September 2014 the Governor of the State of California signed legislation creating the Sustainable Groundwater Management Act (or “SGMA,” as that term is defined in section 1.14, below) “to provide local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater.” (Wat. Code, § 10720, subd. (d)); and

B. **WHEREAS**, SGMA provides that each affected groundwater basin may be regulated separately by one or more groundwater sustainability agencies (a “GSA” or “GSAs”, respectively). Any local agency or combination of local agencies overlying a groundwater basin may decide to become a GSA for that basin within its boundaries. (Wat. Code, § 10723, subd. (a).) A combination of local agencies may form a GSA through a joint powers agreement (Wat. Code, § 10723.6); and

C. **WHEREAS**, groundwater sustainability under SGMA is to be achieved through groundwater sustainability plans (or “GSPs,” as the term “GSP” is defined in section 1.10, below), which can be a single plan developed by one or more GSAs, or multiple coordinated plans within a basin or subbasin (Wat. Code, § 10727); and

D. **WHEREAS**, the Members overlie portions of the Delta-Mendota Subbasin number 5-22.07 of the San Joaquin Valley Groundwater Basin identified in the California Department of Water Resources (“DWR”) Bulletin 118 (the “Subbasin”), as its boundaries may be modified from time to time as provided by law; and

E. **WHEREAS**, DWR has designated the entire Subbasin as critically overdrafted. Under SGMA, GSAs in critically overdrafted subbasins are required to assume their regulatory roles by June 30, 2017, and to submit one or more GSPs covering the basin to DWR by January 31, 2020; and

F. **WHEREAS**, the Members are all public agencies authorized to contract with the State or Federal governments and agencies, and to exercise powers related to groundwater management, land use, or both, within their jurisdictional boundaries. Each Member qualifies individually to serve as a GSA under SGMA; and

G. **WHEREAS**, the Members initially managed the Subbasin pursuant to SGMA through the development and implementation of six different coordinated GSPs; and

H. **WHEREAS**, in 2024, the Members adopted a single GSP to cover the entire Subbasin to comply with SGMA; and

I. **WHEREAS**, the Members now desire to enter into this Agreement to form the Delta-Mendota Subbasin Joint Powers Authority (the “Authority”) for the purpose of acting as a separate and independent public agency to coordinate administrative, financial, and technical management of the Members’ SGMA Activities in the Subbasin.

NOW, THEREFORE, in consideration of the true and correct facts recited above, which are hereby incorporated herein, and of the covenants, terms and conditions set forth herein, the Members hereto agree as follows:

ARTICLE I DEFINITIONS

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

1.1 **“Act”** means the Joint Exercise of Powers Act codified at Government Code sections 6500, et seq.

1.2 **“Agreement”** means this Delta-Mendota Subbasin GSAs Joint Powers Authority Agreement.

1.3 **“Authority”** means the Delta-Mendota Subbasin GSAs Joint Powers Authority.

1.4 **“Coordinated Plan Expenses”** are those Subbasin-wide Activities expenses that are shared equally amongst the Coordination Committee members, in accordance with the Participation Percentages.

1.5 **“Coordination Committee”** means the governing body of the Authority established pursuant to Article 6 of this Agreement.

1.6 **“Director”** means a member of the Authority’s Coordination Committee.

1.7 **“GSA”** shall mean a groundwater sustainability agency established in accordance with SGMA and its associated regulations, and “GSAs” shall mean more than one such groundwater sustainability agency. Each Member is a GSA.

1.8 **“GSA Group Representative”** shall refer to the representative of a group of GSAs that share a single seat on the Coordination Committee, as established in Section 6.1 of this Agreement.

1.9 **“GSA Representative”** shall refer to the representative of a single GSA that holds a single seat on the Coordination Committee, as established in Section 6.1 of this Agreement.

1.10 “**GSP**” means a groundwater sustainability plan, as defined by section 10721, subdivision (k), of the Water Code.

1.11 “**Fiscal Year**” means each period beginning on July 1 and ending on June 30 the following year.

1.12 “**Participation Percentages**” shall mean that percentage of Coordinated Plan Expenses allocated to each GSA or GSA Group as described on Exhibit “B” to this Agreement, which is attached and incorporated by reference herein, as updated from time to time, but not more frequently than annually.

1.13 “**Plan Manager**” shall mean an entity or individual appointed at the pleasure of the Coordination Committee to perform the role of the Plan Manager for the Subbasin and to serve as the point of contact to DWR and/or the State Water Board.

1.14 “**SGMA**” means the California Sustainable Groundwater Management Act, which is codified in Part 2.74 (commencing with section 10720) of Division 6 of the Water Code, and all state regulations adopted under that Part, including but not limited to DWR’s SGMA regulations (commencing at 23 Cal. Code Regs., §§ 350, et seq.).

1.15 “**State Water Board**” shall mean the California State Water Resources Control Board.

1.16 “**Subbasin**” means the Delta-Mendota Subbasin of the San Joaquin Valley Groundwater Basin, subbasin number 5-22.07, as identified in Bulletin 118 prepared by the DWR, as may be amended and updated from time to time pursuant to law.

1.17 “**Subbasin-wide Activities**” shall mean those activities or actions that affect the Subbasin as a whole or are otherwise required by SGMA to be determined at the Subbasin level and as defined by a unanimous vote of the Coordination Committee.

1.18 “**Water Year**” shall mean the period from October 1 through the following September 30.

ARTICLE II CREATION OF THE JPA

2.1 Creation. Upon the Effective Date and pursuant to the Act, the Members hereby create a public entity separate and independent from the Members to be known as the “Delta-Mendota Subbasin Joint Powers Authority”.

2.2 Boundaries. The jurisdictional area of the Authority is intended to generally consist of all areas within the boundaries of the Subbasin, as identified by DWR.

2.3 Notices. The Authority shall timely file the notices required by Government Code sections 6503.5, 6503.6, and 53051.

ARTICLE III TERM

3.1 Term. This Agreement is effective as of the Effective Date and continues in full force and effect until terminated under Article 10.

ARTICLE IV PURPOSE OF THE JPA

4.1 Purpose of Agreement. The purpose of this Agreement is to create a joint powers agency separate from its Members to facilitate the management of the Members' SGMA activities in the Subbasin.

4.2 Purpose of Authority. The purpose of the Authority is to serve as the administrative body and fiscal agent to coordinate and manage the Members' SGMA activities in the Subbasin consistent with SGMA's requirements to achieve a holistic and unified solution to groundwater management both within and outside of the Subbasin.

4.3 Limitations.

- (a) Nothing in this Agreement is intended to confer upon any Member or upon any third party outside this Agreement the authority to limit or interfere with the other respective Member's rights and authorities over its own internal matters, including but not limited to, such Member's surface water supplies, groundwater supplies, facilities, billing and collection procedures, GSA powers, and operations and water management, subject to terms of this Agreement.
- (b) Nothing in this Agreement prevents the Members from entering into other joint powers agreements.

ARTICLE V POWERS OF THE JPA

5.1 Powers. The Authority is authorized, in its own name, to do all acts necessary for carrying out the purpose of this Agreement, including, but not limited to, any and all of the powers identified in this Article 5 and those powers identified in Government Code section 6508. Specifically, the Authority is authorized, in its own name, to do any or all of the following:

- (a) To make and enter into contracts;
- (b) To employ consultants, agents and employees;
- (c) To acquire, construct, manage, maintain, or operate any building, works or improvements;
- (d) To acquire, hold or dispose of real or personal property;

- (e) To incur debts, liabilities, or obligations;
- (f) To sue and be sued in its own name;
- (g) To undertake, on behalf of the Members, actions required by DWR and the State Water Board under SGMA;
- (h) To conduct research and investigations and compile appropriate reports for implementing the single GSP for the Subbasin, as it may be amended or revised from time to time;
- (i) To cooperate, act in conjunction with, and contract with the United States, the State of California or any agency thereof, Counties, Cities, and other local agencies;
- (j) To acquire, lease, own, construct, manage, maintain, operate, and dispose of buildings, works, or improvement;
- (k) To enter into grant agreements on behalf of its Members;
- (l) To participate in groundwater sustainability projects and management actions related to SGMA; and
- (m) To create committees and sub-committees.

5.2 Common Powers. The Authority may exercise the common powers of the Members, including, but not limited to, the following:

- (a) Adopting initial and annual operating budgets;
- (b) Applying for, accepting and receiving licenses, permits, new or future water rights, approvals, agreements, grants, loans, gifts, contributions, donations, or other aid from any agency of the United States, the State of California, or other public or private person or entity necessary for fulfilling the purposes of the Members for SGMA compliance; and
- (c) Investing money that is not needed for immediate necessities, as the Authority's Coordination Committee determines advisable, in the same manner and upon the same conditions as other local entities in accordance with section 53601 of the Government Code.

5.3 Restrictions on the Exercise of Powers. Pursuant to Government Code section 6509, *et seq.*, the powers of the Authority shall be exercised and restricted in the same manner as those imposed upon [REDACTED]. The Authority shall not have the power of eminent domain. Nothing in this Agreement shall modify or limit the police powers of the Members, if any.

5.4 Limitation on SGMA Powers. The Authority is not a GSA and may not exercise certain powers granted to GSAs, including the authorities provided in Water Code section 10726.2

(groundwater extraction), and Chapter 8 (commencing with section 10730) (fee authorities) of SGMA.

5.5 Obligations of the Authority. No debt, liability, or obligation of the Authority shall constitute a debt, liability or obligation of any of the Members, appointed members of the Coordination Committee, or sub-committee members.

5.6 Water Rights. The Members agree that they are subject to the Water Code and the Authority will be subject to the authorities granted by SGMA (as limited by this Agreement). Furthermore, the Members agree that nothing contained in this Agreement grants to the Authority any power to alter any water right, contract right, or any similar right held by any of the Members, or to amend a Member's water delivery practice, course of dealing, or conduct without the express written consent of that Member.

ARTICLE VI COORDINATION COMMITTEE

6.1 Coordination Committee. The Authority shall be administered by a Board of Directors (the "Coordination Committee"), composed of Directors and alternate Directors as described herein, to serve at the pleasure of their appointing governing body. All voting power of the Authority shall reside in the Coordination Committee.

- (a) The Coordination Committee will consist of a total of seven (7) voting members to represent the Subbasin and shall be comprised of the representative of a Member GSA ("GSA Representative") or a group of GSAs (a "GSA Group Representative"), as identified on Exhibit "B." Each GSA Representative or GSA Group Representative shall have one Alternate Representative authorized to vote in the absence of the GSA Representative or GSA Group Representative, as applicable.
- (b) Individuals serving on the Coordination Committee as a GSA Representative or GSA Group Representative shall be selected by each respective GSA or GSA Group at the discretion of that particular GSA or GSA Group, and such appointments shall be effective upon providing written notice to the Secretary.
- (c) The Coordination Committee will recognize each GSA Representative or GSA Group Representative and their applicable Alternative Representatives until such time as the Secretary is provided written notice of removal and replacement of said Representative.

6.2 Removal. Directors and alternate Directors may be removed or replaced as follows:

- (a) Directors may be removed or replaced at any time by the respective Member's governing body, with reasonable written notice provided to the Secretary of any such removal or replacement; and

- (b) A Director or alternate Director shall be deemed automatically removed from the Coordination Committee if that Director is no longer: (i) an elected member of the governing body of the Member, or (ii) on the staff or a consultant of such Member entity that qualified such Director to serve on the Coordination Committee.

6.3 Compensation. Directors shall not be compensated by the Authority for participation on the Coordination Committee. The Authority shall develop a policy for reimbursement associated with direct expenses.

6.4 Legal Requirements. Each Director shall comply with all legal requirements, including disclosure and ethics requirements, applicable to directors of a California Joint Powers Authority.

6.5 Closed Session. Each Director and Alternate Director is eligible to participate in closed sessions of the Authority's Coordination Committee.

6.6 Voting. Each GSA Representative or GSA Group Representative that is a member of the Coordination Committee shall be entitled to one (1) vote at the Coordination Committee meetings. For GSAs represented by a GSA Group Representative, it shall be up to the Parties in that GSA Group to determine how the GSA Group vote will be cast. The Coordination Committee shall not be obligated to honor the vote of an individual Member and will only accept the vote of the GSA Representative or GSA Group Representative or Alternate Representative, as identified on Exhibit "B". Except as expressly set forth in Section 6.8 below, the vote of a majority of a quorum present at a regular or special meeting of the Coordination Committee shall be required for all other matters on which the Coordination Committee is authorized to act.

6.7 Coordination Committee Authorized Actions. The Coordination Committee is authorized to act upon the following enumerated items:

- (a) By a simple majority vote of Coordination Committee members present at a regular or special meeting, the Coordination Committee shall review and approve:
 - (i) recommendation(s) to the GSAs for approving any technical analyses;
 - (ii) updating of technical analyses as needed;
 - (iii) developing budgets for Subbasin-wide Activities;
 - (iv) providing assistance with grants and with coordinated projects and programs;
 - (v) assigning work to subcommittees and workgroups as needed, providing guidance and feedback, and ensuring that subcommittees and workgroups prepare work products in a timely manner; and

- (vi) providing direction to its officers concerning other administrative and ministerial issues necessary for the fulfillment of the above-enumerated tasks.
- (b) By a unanimous vote of Coordination Committee members, the Coordination Committee shall review and approve:
 - (i) determination of Subbasin-wide Activities may be modified by the Coordination Committee from time to time;
 - (ii) submittal of annual reports;
 - (iii) a representative monitoring network;
 - (iv) final budgets and amendments to final budgets;
 - (v) submittal of five-year updates;
 - (vi) revisions to this Agreement;
 - (vii) adding new Members to this Agreement;
 - (viii) work plans;
 - (ix) annual estimates of Coordinated Plan Expenses and any updates to such estimates, in accordance with the budgetary requirements of the respective Members; provided, that such estimates or updates with supporting documentation shall be circulated to all Members for comment at least thirty (30) days in advance of the meeting at which the Coordination Committee will consider approval of the annual estimate;
 - (x) directing the Plan Manager in the performance of its duties under SGMA; and
 - (xi) the hiring of consultants for Subbasin-wide Activities, providing direction to and supervision over consultants engaged to assist in acquiring and processing technical data, conducting monitoring and reporting, and all other activities in support of Subbasin-wide Activities.

6.8 Voting Procedures to Address Lack of Unanimity. When it appears likely that the Coordination Committee will not be able to come to a unanimous decision of Coordination Committee members on any matter for which a unanimous decision is required, upon a majority vote of a quorum of the Coordination Committee, the matter may be subjected to any or all of the following additional procedures.

- (a) Straw Polls. Straw poll votes may be taken for the purpose of refining ideas and providing guidance to the Coordination Committee, subcommittees, or both.
- (b) Provisional Voting. Provisional votes may occur prior to final votes. This will be done when an initial vote is needed to refine a proposal, but the GSA Representatives or GSA Group Representatives wish to consult with their respective GSA or GSA Group(s) before making a final vote.
- (c) Alternative Actions. A vote shall be delayed if any GSA Representative or GSA Group Representative declares its intention to propose an alternative or modified recommended action, to be proposed at the next meeting, or as soon thereafter as the GSA Representative or GSA Group Representative can obtain any further information or clarifying direction from its GSA Group or governing body, or both, as needed to propose its alternative or modified recommended action.
- (d) Further Review. If the process outlined in Section 6.9(a)-(c) fails to result in a unanimous vote of the GSA Representatives and GSA Group Representatives, any GSA Representative or GSA Group Representative not voting in favor of the recommended action may request that the vote be delayed so that the Coordination Committee can obtain further information on the recommended action (for example, by directing a subcommittee established under this Agreement), so the GSA Representative or GSA Group Representative can obtain clarifying direction from its GSA Group or governing body, or both, as needed.
- (e) Good Faith. Each Member acknowledges that time is of the essence with respect to SGMA compliance and GSP implementation and agrees to make its best efforts to cooperate through the Coordination Committee in coming to a unanimous vote of representatives at a regular or special meeting.

6.9 Approval by Individual Members. Where law or this Agreement require separate written approval by each of the Members, such approval shall be evidenced in writing by providing the adopted resolution or minutes of the respective GSA's Board of Directors' meeting to the Secretary of the Coordination Committee.

ARTICLE VII OFFICERS AND ADMINISTRATION

7.1 Officers. The Officers of the Coordination Committee will include a Chair, Vice Chair, the Secretary, the Treasurer, and the Auditor. The Chair and Vice Chair shall be selected at the initial meeting of the Coordination Committee or as soon thereafter as reasonably can be accomplished. The Secretary, Treasurer, and Auditor may be the same person, persons, entity, or entities.

- (a) Chair and Vice Chair. Any GSA Representative or GSA Group Representative may serve as the Chair. The Vice Chair, who shall also be a

GSA Representative or GSA Group Representative, shall serve in the absence of the Chair. In the absence of both the Chair and Vice Chair, a meeting may be led by an Acting Chair, selected on an ad hoc basis, who is a member of the Coordination Committee.

The positions of Chair and Vice Chair shall rotate among the GSA Representative and GSA Group Representatives on the Coordination Committee on an annual basis according to alphabetical order, by name of the GSA or GSA Group, with the first rotation beginning on the date the first Chair is selected. The schedule for annual rotation of Chair and Vice Chair will be set at the first meeting after the Chair is appointed and reviewed and rotated annually at the first meeting of the Water Year. Any GSA Representative or GSA Group Representative may waive designation as Chair. In such a case, the office of Chair would rotate to the next designated entity.

- (b) Secretary. By unanimous vote pursuant to Section 6.7(b). above, the Coordination Committee shall select a Secretary to carry out the functions described in this Section 7.1(b), to serve at the pleasure of the Coordination Committee. The Secretary may, but need not, be a Member of this Agreement.

The Secretary may select an appointee (who may be staff or a consultant contracting with the Authority) to implement the Secretary's responsibilities under this Agreement, for example, to coordinate meetings; prepare agendas; circulate notices and agendas; provide written notice to all Members that the Coordination Committee has made a recommendation requiring approval by the Members; prepare and maintain minutes of meetings of the Coordination Committee; receive notices on behalf of the Coordination Committee and call to the Coordination Committee's attention the need for responding; and provide such other assistance in coordination as may be appropriate.

The Secretary shall assume primary responsibility for Ralph M. Brown Act compliance, including without limitation, the responsibility to prepare an agenda and notices, publicly post and distribute agendas to all Coordination Committee Representatives and Alternate Representatives, the Members, and any other person who requests, in writing, such notices. The agenda shall be of adequate detail to inform the public and the Members of the meeting and the matters to be transacted or discussed and shall be posted in a public location and distributed to each of the Members to this Agreement in compliance with the noticing requirements of the Ralph M. Brown Act.

- (c) Treasurer. By unanimous vote pursuant to Section 6.7(b). above, the Coordination Committee shall select a Treasurer to carry out the functions described in this Section 7.1(c), to serve at the pleasure of the Coordination Committee. The Treasurer may, but need not, be a Member of this

Agreement. Initially, the Merced County Treasurer shall be the depository, shall have custody of all of the money of the Authority from whatever source, and shall have the duties and obligations of the Treasurer as set forth in Government Code sections 6505 and -5-5.5. The Merced County Treasurer shall be responsible for receiving quarterly reports from the Secretary and verifying the balance of this report with respect to the balance as maintained by the records of the Merced County Auditor.

In addition, the Treasurer shall be responsible for financial management services to the Authority, including but not limited to holding financial contributions made in accordance with the Participation Percentages, accounting for funds, reports as requested by the Coordination Committee members concerning funds held, and disbursing said funds for authorized purposes.

The Treasurer shall maintain a strict accountability of all funds contributed pursuant to this Agreement. The Treasurer shall establish and maintain such accounts to provide for segregation of funds as may be required by good accounting practice. The books and records of the Treasurer pertaining to funds held and expended pursuant to this Agreement shall be open to inspection at reasonable times by any entity that has made a contribution. The Treasurer shall provide an unaudited report of all financial activities for each fiscal year to each Member that has made a contribution during that fiscal year within sixty (60) days after the close of each fiscal year.

- (d) Auditor. By unanimous vote pursuant to Section 6.7(b). above, the Coordination Committee shall select an Auditor to carry out the functions described in this Article 7.1(d), to serve at the pleasure of the Coordination Committee. The Auditor shall make arrangements with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Authority. Initially, the Merced County Auditor shall be designated as the Authority's Auditor.

7.2 Officers in Charge of Records; Funds; and Accounts. Pursuant to Government Code section 6505.1, the _____ shall initially have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority related thereto; and the Secretary shall initially have charge, handle and have access to all other records of the Authority. The Coordination Committee may designate a consultant, by unanimous vote pursuant to Section 6.8b. above, to serve as the person or persons having access to property of the Authority, and shall require such person or persons to file an official bond in an amount to be fixed by the Coordination Committee.

7.3 Plan Manager. By unanimous vote pursuant to Section 6.7(b). above of Coordination Committee members present, the Coordination Committee shall select a Plan Manager, who may be a consultant, as directed by the action of the Coordination Committee pursuant to this Agreement, the representative of an entity that has been selected as Secretary, or

a public agency serving as or participating in a GSA that is a Member of this Agreement, and who shall serve as the point of contact for DWR as specified by SGMA.

The Plan Manager shall carry out the duties of a “plan manager” as provided in Title 23, division 2, Chapter 1.5, Subchapter 2, California Code of Regulations. The Plan Manager has no authority to make policy decisions or represent the Coordination Committee without the specific direction of the Coordination Committee. The Plan Manager is obligated to disclose all substantive communications he/she transmits and receives in his/her capacity as Plan Manager to the Coordination Committee.

7.4 Employees and Consultants. The Authority may hire employees and consultants, including engineers, hydrogeologists, accountants, and attorneys, to provide services to the Authority to accomplish the purposes of the Authority.

7.5 Management. In addition to, or in lieu of, hiring employees, the Authority may engage one or more third parties to manage any or all of the business of the Authority on terms and conditions acceptable to the Coordination Committee. A third party so engaged may, but need not, be a Member of this Agreement. Any third party so engaged shall have such responsibilities as are set forth in the contract for such third party’s services.

ARTICLE VIII MEETINGS

8.1 Timing and Notice. The Chair of the Coordination Committee, any two GSA Representatives or GSA Group Representatives, or the Secretary may call meetings of the Coordination Committee as needed to carry out the activities described in this Agreement. The Coordination Committee may, but is not required to, set a date for regular meetings for the purposes described in this Agreement. All Coordination Committee meetings shall be held in compliance with the Ralph M. Brown Act (Gov. Code § 54950, *et seq.*).

8.2 Quorum. A majority of the Coordination Committee members, as listed on Exhibit “B”, shall constitute a quorum of the Coordination Committee for purposes of holding a meeting. The Alternate Representative of each GSA or GSA Group shall be counted towards a quorum and as the voting representative(s) in absence of the Coordination Committee GSA Representative or GSA Group Representative for which the Alternate Representative was appointed. If less than a quorum is present, no action may be taken.

8.3 Open Attendance. Members of the public, stakeholders, and representatives of the Parties who are not appointed as a GSA Representative or GSA Group Representative on the Coordination Committee may attend all Coordination Committee meetings and shall be provided with an opportunity to comment on matters on the meeting agenda but shall have no vote.

8.4 Committees. The Coordination Committee may appoint ad hoc or standing subcommittees, workgroups, or otherwise direct staff made available by the Members. Such subcommittees or workgroups may include qualified individuals possessing the knowledge and expertise to advance the goals of the GSP on the topics being addressed by the subcommittee, whether or not such individuals are GSA Representatives, GSA Group Representatives or Alternate Representatives.

8.5 Minutes. The Secretary or its appointee shall keep and prepare minutes of all Coordination Committee meetings. Notes of subcommittee and workgroup meetings shall be kept by the Secretary or its appointee or an assistant to the appointee. All minutes and subcommittee and workgroup meeting notes shall be maintained by the Secretary as Subbasin records and shall be available to the Members and the public upon request.

8.6 Bylaws. The Coordination Committee may adopt bylaws and governing regulations consistent with this Agreement, which may be amended from time to time, for the conduct of its meetings as are necessary for the purposes hereof.

ARTICLE IX

FISCAL YEAR, BUDGET, AND FINANCIAL RESPONSIBILITIES

9.1 Fiscal Year. The Fiscal Year of the Authority shall be from July 1 through June 30 the following year.

9.2 Budget. The Coordination Committee shall establish an annual budget for the activities authorized by this Agreement. The budget must describe the amounts that the Coordination Committee anticipates are required for purposes of the Agreement during each Fiscal Year.

- (a) The Authority shall not make expenditures or incur liabilities exceeding the amount of the appropriations allowed by the Authority's budget.
- (b) The Authority may amend the annual budget as needed subject to the provisions in Article 6 of this Agreement.

9.3 Participation Percentages. The Members will share the Coordinated Plan Expenses for Subbasin-wide Activities pursuant to the Participation Percentages described in Exhibit "B". Coordination Committee members shall make Participation Percentage contributions required pursuant to this Agreement directly to the Treasurer or his/her designee. Each of the Members shall bear its own separate costs of implementing SGMA within its jurisdiction.

ARTICLE X

ADDITION AND WITHDRAWAL OF MEMBER; TERMINATION OF AUTHORITY

10.1 Addition of a Member. A Member may be added to this Agreement only upon the unanimous vote of Coordination Committee members at a regular or special meeting, the prospective Member's execution of a counterpart of this Agreement, and its provision of any additional documentation required by this Agreement. No Member may be added that is not a GSA within the Subbasin or that fails to share in the Coordinated Plan Expenses.

10.2 Withdrawal. A Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon one (1) year written notice to the Secretary and all other Members.

10.3 Effect of Withdrawal. Any Member who withdraws shall remain obligated for Coordinated Plan Expenses. If no separate Cost Sharing Agreement is then in effect or enforceable

against the withdrawing Member, the Member is obligated to pay its share of all debts, liabilities, and obligations the Member incurred or accrued under this Agreement prior to the effective date of such withdrawal, which is one (1) year after providing written notice to the Secretary and all other Members, and as also may be established under its separate GSA Group agreement, as applicable, concerning such share of obligations. Upon withdrawal, a Member agrees that it has a continuing obligation to comply with SGMA and any coordination guidelines and regulations issued by DWR, which require a coordination agreement if there are multiple groundwater sustainability plans in the Subbasin. This obligation shall survive the withdrawal from this Agreement and is for the express benefit of the remaining Parties.

10.4 Termination of the Authority. The Authority shall be formed and come into existence on the Effective Date and shall continue in existence unless terminated by a unanimous vote of the governing body of each of the Members then a party to this Agreement or at any point in time at which there ceases to be at least two (2) Members to this Agreement, at which point in time this Agreement shall be automatically terminated; provided however, that the Authority and this Agreement shall continue to exist for the purpose of disposing of liabilities (“Authority Liabilities”) and distributing funds, property, and other assets (“Authority Assets”), and all other functions necessary to conclude the business of the Authority.

- (a) Notwithstanding any other provision herein, this Agreement shall remain in effect and be binding upon the Members hereto and upon all subsequent Members joined herein for such a period as the Authority desires to engage in any activities under this Agreement. Except as noted in section 11.1 above, the foregoing provision shall not apply, however, to any Member that withdraws from its participation in the Authority in accordance with this Agreement.
- (b) Upon termination of this Agreement, after payment of all Authority Liabilities, any Authority Assets remaining shall be distributed to the Members of the Authority at the time of dissolution in accordance with applicable contributions. The Authority shall cease to exist when the Authority’s Liabilities are paid and Authority Assets have been distributed according to the provisions contained in this Section, this Agreement generally, and the Act.

ARTICLE XI

EXCHANGE OF DATA AND INFORMATION

11.1 Exchange of Data and Information. The Members acknowledge and recognize pursuant to this Agreement that the Members will need to exchange data and information among and between the Members.

11.2 Procedure for Exchange of Data and Information.

- (a) The Members shall exchange public and non-privileged information through collaboration and/or informal requests made at the Coordination Committee level or through subcommittees designated by the Coordination

Committee. However, to the extent it is necessary to make a written request for information to another Member, each Member shall designate a representative to respond to information requests and provide the name and contact information of the designee to the Coordination Committee. Requests may be communicated in writing and transmitted in person or by mail, facsimile, or other electronic means to the appropriate representative as named in this Agreement. The designated representative shall respond in a reasonably timely manner.

- (b) Nothing in this Agreement shall be construed to prohibit any Member from voluntarily exchanging information with any other Member by any other mechanism separate from the Coordination Committee.
- (c) The Members agree that each GSA shall provide the data required to develop the Subbasin-wide coordinated water budget.
- (d) To the extent that a court order, subpoena, or the California Public Records Act is applicable to a Member, such Member in responding to a request made pursuant to the California Public Records Act for release of information exchanged from another Member shall timely notify the Coordination Committee in writing of its proposed release of information in order to provide the other Members with the opportunity to seek a court order preventing such release of information.

ARTICLE XII SEPARATE ENTITY; INDEMNIFICATION

12.1 Separate Entity. In accordance with the Act, the Authority is a public entity separate from the Members. To the greatest extent permitted by law, unless otherwise specifically agreed to herein by all the Members as to a specific debt, liability or obligation, the debts, liabilities and obligations of the Authority shall not be the debts, liabilities or obligations of the Members under Government Code section 6508.1. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

12.2 Indemnification. No Member has the power to obligate any other Member hereto and no Member's debt, liability or obligation due any third party may be asserted or collected against the Authority or any individual Member as a result of membership in the Authority through this Agreement. The Authority shall indemnify, defend, and hold harmless the Members, their officers, agents, directors, and employees, from and against any and all claims and losses whatsoever, occurring or resulting to persons, firms, or entities furnishing or supplying work, services, labor, materials or supplies to the Authority in connection with the performance of this Agreement and, except as expressly provided for by law, from any and all claims and losses accruing or resulting to any persons, firm or entity for damage, injury, or death arising out of or in connection with the Authority's performance of its obligations pursuant to this Agreement. The Authority may also acquire such policies of directors and officers liability insurance and in such amounts as the Coordination Committee shall deem prudent. The Coordination Committee,

officers, agents, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. The Coordination Committee shall not be liable to the Members of this Agreement for any mistake of judgment or any other action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of Authority funds or failure to invest same. To the extent authorized by California law, no Director, officer or employee of the Authority shall be responsible for any action made, taken, or omitted by any other Director, officer or employee. Furthermore, each Member shall indemnify, defend, and save harmless the other Members, their officers, agents, directors, and employees, from and against any and all claims of negligence and/or willful misconduct by the indemnifying Member in performance of this Agreement.

ARTICLE XIII

PROCEDURES FOR RESOLVING CONFLICTS

In the event of any dispute arising from or relating to this Agreement, except for disputes arising from the inability of the Coordination Committee to reach a unanimous decision, the disputing Member shall, within thirty (30) calendar days of discovery of the events giving rise to the dispute, notify all Members of this Agreement in writing of the basis for the dispute. Within thirty (30) calendar days of receipt of said notice, all interested Members shall meet and confer in a good-faith attempt to informally resolve the dispute. All disputes that are not resolved informally shall be submitted to arbitration. Within ten (10) days following the failed informal proceedings, each interested Member shall nominate and circulate to all other interested Members the name of one arbitrator. Within ten (10) days following the nominations, the interested Members shall rank their top three (3) among all nominated arbitrators, awarding three points to the top choice, two points to the second choice, one point to the third choice and zero points to all others. Each interested Member shall forward its tally to the Secretary, who shall tabulate the points and notify the interested Members of the arbitrator with the highest cumulative score, who shall be the selected arbitrator. The Secretary may also develop procedures for approval by the Members, for selection in the case of tie votes or in order to replace the selected arbitrator in the event such arbitrator declines to act. The arbitration shall be administered in accordance with the procedures set forth in the California Code of Civil Procedure, section 1280, et seq., and of any state or local rules then in effect for arbitration pursuant to said section. Upon completion of arbitration, if the controversy has not been resolved, any Member may exercise all rights to bring a legal action relating to the controversy.

ARTICLE XIV

MISCELLANEOUS

14.1 Amendments. This Agreement may not be amended except by a written amendment signed by all of the Members.

14.2 Assignment; Binding on Successors. Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without the express written consent of the other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement is null and void. Any approved assignment or delegation

must be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Members under this Agreement then in effect. This Agreement inures to the benefit of, and be binding upon, the successors and permitted assigns of the Members.

14.3 Counterparts. This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts together constitute the same instrument.

14.4 Governing Law and Venue. This Agreement is governed by the laws of the State of California. Venue for the purposes of filing any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Merced County, California.

14.5 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid, or unenforceable, the remainder of the Agreement remains in effect and the Members shall make best efforts to replace the unlawful, invalid, or unenforceable part of the Agreement with terms to accomplish the Members' original intent.

14.6 Headings. The titles of sections of this Agreement are for convenience only and no presumption or implication of the intent of the Members as to the construction of this Agreement shall be drawn from them.

14.7 Construction. The final form of this Agreement is the result of the Members' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity is not to be resolved by construing the terms of this Agreement against the drafter.

14.8 Notices. Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the Members beneath their signatures on this Agreement, or to such other changed addresses communicated to the Authority and the Members in writing. For all claims arising from or related to this agreement, nothing in this agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 or Title 1 of the Government Code, beginning with section 810).

14.9 Signature Authorization. Each Member represents that the representative executing this Agreement on its behalf has been duly authorized to execute the Agreement on behalf of the Member.

[Signatures begin on following page]

IN WITNESS WHEREOF, the Members have executed this Agreement on the dates indicated next to the signatures attached to this Agreement to be made effective as of the Effective Date.

Dated: _____ ALISO WATER DISTRICT GSA

Print Name: _____
Print Title: _____

Dated: _____ CENTRAL DELTA-MENDOTA GSA

Print Name: _____
Print Title: _____

Dated: _____ CITY OF DOS PALOS GSA

Print Name: _____
Print Title: _____

Dated: _____ CITY OF FIREBAUGH GSA

Print Name: _____
Print Title: _____

Dated: _____ CITY OF GUSTINE GSA

Print Name: _____
Print Title: _____

Dated: _____ CITY OF LOS BANOS GSA

Print Name: _____
Print Title: _____

Dated: _____ CITY OF MENDOTA GSA

Print Name: _____
Print Title: _____

Dated: _____ CITY OF NEWMAN GSA

Print Name: _____
Print Title: _____

Dated: _____ CITY OF PATTERSON GSA

Print Name: _____
Print Title: _____

Dated: _____ COUNTY OF MADERA-3 GSA

Print Name: _____
Print Title: _____

Dated: _____ COUNTY OF MERCED DELTA-MENDOTA GSA

Print Name: _____
Print Title: _____

Dated: _____ DM II GSA

Print Name: _____
Print Title: _____

Dated: _____ FARMERS WATER DISTRICT GSA

Print Name: _____
Print Title: _____

Dated: _____

FRESNO COUNTY MANAGEMENT AREA A
GSA

Print Name: _____

Print Title: _____

Dated: _____

FRESNO COUNTY MANAGEMENT AREA B
GSA

Print Name: _____

Print Title: _____

Dated: _____

GRASSLAND GSA

Print Name: _____

Print Title: _____

Dated: _____ NORTHWESTERN DELTA-MENDOTA GSA

STANISLAUS COUNTY

Print Name: _____

Print Title: _____

APPROVED AS TO FORM

By: _____

MERCED COUNTY

Print Name: _____

Print Title: _____

APPROVED AS TO FORM

By: _____

Dated: _____ ORO LOMA WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____ PATTERSON IRRIGATION DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____ SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS WATER AUTHORITY GSA

Print Name: _____

Print Title: _____

Dated: _____ TURNER ISLAND WATER DISTRICT-2 GSA

Print Name: _____
Print Title: _____

Dated: _____ WEST STANISLAUS IRRIGATION DISTRICT
GSA 1

Print Name: _____
Print Title: _____

Dated: _____ WIDREN WATER DISTRICT GSA

Print Name: _____
Print Title: _____

EXHIBIT A

LIST OF MEMBERS

1. Aliso Water District GSA
2. Central Delta-Mendota GSA
(Includes: San Luis Water District, Panoche Water District, Tranquillity Irrigation District, Fresno Slough Water District, Eagle Field Water District, Pacheco Water District, Santa Nella County Water District, Mercy Springs Water District, County of Merced, and County of Fresno)
3. City of Dos Palos GSA
4. City of Firebaugh GSA
5. City of Gustine GSA
6. City of Los Banos GSA
7. City of Mendota GSA
8. City of Newman GSA
9. City of Patterson GSA
10. County of Madera–3 GSA
11. County of Merced Delta-Mendota GSA
12. DM II GSA
13. Farmers Water District GSA
14. Fresno County Management Area A GSA
15. Fresno County Management Area B GSA
16. Grassland GSA
17. Northwestern Delta-Mendota GSA
18. Oro Loma Water District GSA
19. Patterson Irrigation District GSA
20. San Joaquin River Exchange Contractors GSA
(Includes: Central California Irrigation District, San Luis Canal Company, Firebaugh Canal Water District, and Columbia Canal Company)
21. Turner Island Water District–2 GSA
22. West Stanislaus Irrigation District GSA 1
23. Widren Water District GSA

EXHIBIT B

**COORDINATION COMMITTEE REPRESENTATIVES & PARTICIPATION
PERCENTAGES**

Coordination Committee Representatives		Group Contact Agency	Participation Percentage
1	Aliso Water District GSA Aliso Water District GSA	Aliso Water District GSA	1/7
2	Farmers Water District GSA Farmers Water District GSA	Farmers Water District GSA	1/7
3	Fresno County Management Area A and B GSAs Group Fresno County Management Area A GSA Fresno County Management Area B GSA	Fresno County	1/7
4	Central Delta-Mendota GSAs Group Central Delta-Mendota GSA Oro Loma Water District GSA Widren Water District GSA	Central Delta-Mendota GSA	1/7
5	Northern Delta-Mendota GSAs Group City of Patterson GSA DM-II GSA Northwestern Delta-Mendota GSA Patterson Irrigation District GSA West Stanislaus Irrigation District GSA	West Stanislaus Irrigation District	1/7
6	Grassland GSAs Group Grassland GSA Merced County Delta-Mendota GSA	Grassland Water District	1/7
7	San Joaquin River Exchange Contractors GSAs Group City of Dos Palos GSA City of Firebaugh GSA City of Gustine GSA City of Los Banos GSA City of Mendota GSA City of Newman GSA Madera County GSA Merced County Delta-Mendota GSA San Joaquin River Exchange Contractors GSA Turner Island Water District-2 GSA	San Joaquin River Exchange Contractors GSA	1/7