



Meeting of the Delta-Mendota Subbasin Coordination Committee

Monday, September 8, 2025, 1:00 PM

Grassland Water District Boardroom, 200 W. Willmott Avenue, Los Banos, CA 93635

The Public May Join the Meeting at the Zoom Link Below:

<https://zoom.us/j/93491446604>

Webinar ID: 934 9144 6604

NOTICE IS HEREBY GIVEN that a Meeting of the Delta-Mendota Subbasin Coordination Committee has been called for **Monday, September 8, 2025 at 1:00 PM**, on items listed on the attached agenda, which is incorporated by reference and made a part hereof.

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.

AGENDA

1. Call to Order/Roll Call ([Hopkins](#))
2. Pledge of Allegiance ([Hopkins](#))
3. Committee to Consider Corrections or Additions to the Agenda of Items, as Authorized by Government Code Section 54950 et seq. ([Hopkins](#))
4. Opportunity for Public Comment ([Hopkins](#))

Consent Calendar

5. Committee to Review and Take Action on the Consent Calendar ([Hopkins](#))
 - a. Minutes of the August 11, 2025 Meeting
 - b. Budget to Actual Report

Closed Session

6. 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: (2 cases)

Open Session

7. Report from Closed Session ([Layne](#))

Action Items

8. Review and Take Action to Recommend GSAs Adopt the Joint Powers Agreement (Layne)
9. Direction on Task Matrix and Basin Roles and Responsibilities (Petersen/ Blakslee)
10. Direction to Develop RFPs for Program Management and Technical Services (Petersen) – Verbal
11. Direction on GSA Requests to Modify the Grant Spending Plan (Cochran) – Verbal
12. Update on Subbasin Comments on DWR SGMA Subsidence Draft Best Management Practices (Dutton/Layne)

Report Items

13. Program Management Report (Blakslee)
 - a. Review of Previous Meeting Action Items
 - b. Schedule of Key Milestones
14. Update on Facilitation Support Services Outreach Activities (Beutler) – Verbal
 - a. Update on Status of Meetings with Adjoining Subbasins Regarding Comment Letters on Periodic Evaluations (Beutler)
15. SWRCB Updates
 - a. Update on SWRCB Coordination (Martin/Hurley/Dutton) – Verbal
 - b. Update on GSA Adoption of the Domestic Well Mitigation Policy (Blakslee) – Verbal
 - c. Update on GSA Adoption of the Valley Water Collaborative MOU (Blakslee) – Verbal
16. SGMA Round 1 Implementation Grant
 - a. Update on Status of Interconnected Surface Water (ISW) Well Construction Project (Francis)
 - b. Update on Status of Subsidence Monitoring Project (Blakslee/Martin) – Verbal
 - c. Update on Status of All Grant Projects (Cochran)
17. GSP Implementation Updates
 - a. Update on August Groundwater Level and Quality Monitoring and DMS Upload (Cochran)
 - b. Update on Pumping Reduction Plan and GSP Implementation Tracking and Exceedance Reporting (Dutton)
 - c. Report from GSAs with Exceedances (Blakslee/GSAs)

18. Next Steps (Blakslee)
19. Reports Pursuant to Government Code Section 54954.2(a)(3) (Layne)
20. Next Meeting(s): (Hopkins)
 - a. Regular Coordination Committee Meeting: October 13, 2025
21. Adjournment (Hopkins)



2025 DELTA-MENDOTA SUBBASIN COORDINATION COMMITTEE MEETING DATES (*2nd Monday*)

October 13, 2025	1:00pm	SLDMWA Board Room 842 6th St., Los Banos, CA 93635
November 10, 2025	1:00pm	SLDMWA Board Room 842 6th St., Los Banos, CA 93635
December 8, 2025	1:00pm	<i>Grassland Water District Board Room</i>

LIST OF ACRONYMS

CEQA	California Environmental Quality Act
DMS	Data Management System
DWR	California Department of Water Resources
FSS	Facilitation Support Services
GSA	Groundwater Sustainability Agency
GSP	Groundwater Sustainability Plan
ISW	Interconnected Surface Water
JPA	Joint Powers Authority
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MT	Minimum Threshold
PRP	Pumping Reduction Plan
RMW	Representative Monitoring Wells
SLDMWA	San Luis & Delta-Mendota Water Authority (Authority)
SMC	Sustainable Management Criteria
SWRCB	State Water Resources Control Board



TO: Coordination Committee
Agenda Item No. 5

FROM: Taylor Blakslee, Hallmark Group

DATE: September 8, 2025

SUBJECT: Committee to Review and Take Action on the Consent Calendar

Recommendation

Approve the consent calendar.

Discussion

The documents below are included in the consent calendar for consideration of approval:

- a. Minutes of the August 11, 2025 Coordination Committee Meeting (Attachment 1)
- b. Budget to Actual Report through June 2025 (Attachment 2)



Delta-Mendota Subbasin Coordination Committee

Monday, August 11, 2025, 1:00 PM
 San Luis & Delta-Mendota Water Authority (SLDMWA)
 Board Room 842 6th St., Los Banos, CA 93635

Draft Meeting Minutes

PARTICIPANTS:

Committee Members

Joe Hopkins, Aliso WD
 Buddy Mendes, Fresno County A&B
 Chase Hurley, Central DM Region
 Jim Stilwell, Farmers WD
 John Wiersma, San Joaquin Exchange
 Contractors
 Vince Lucchesi, Northern DM Region

Lacey McBride, Merced County
 Lauren Layne, Baker Manock & Jensen
 Leslie Dumas, Woodard & Curran
 Lisa Beutler, Stantec
 Manny Amorelli, James ID
 Ric Ortega (as member of the public)
 Rick Iger, Provost & Pritchard
 Sam Cunningham, Provost & Pritchard
 Sarah Boogay, DWR
 Thomas Spankowski, City of Newman

Others Present

Augustine Ramirez (alternate), Fresno
 County A&B
 Jarrett Martin (alternate), San Joaquin
 Exchange Contractors
 Kait Palys, INTERA
 Patrick McGowan, Panoche WD
 Steve Stalder, San Luis WD

Present Via Zoom/Phone:

Aleta Allen, Madera County
 Alma Antuna
 Amir Mani, EKI
 Andrew Francis, LSCE
 Anona Dutton, EKI
 Ethan Andrews, Provost & Pritchard
 Jason Dean
 John Brodie, Water & Land Solutions
 Juan Cadena, Mercy Springs WD
 Kait Palys, INTERA
 Kevin Bursey
 Kristen Manzano, Hallmark Group

1. **Call to Order/Roll Call**
Joe Hopkins called the meeting to order at 1:01 pm
2. **Pledge of Allegiance**
Joe Hopkins led the pledge of allegiance.
3. **Committee to Consider Corrections or Additions to the Agenda of Items, as Authorized by Government Code Section 54950 et seq.**
There were no corrections or additions to the agenda of items.
4. **Opportunity for Public Comment**
Joe Hopkins opened the floor for public comment. There were no comments heard.

Consent Calendar

5. **Committee to Review and Take Action on the Consent Calendar**
 - a. Minutes of the June 4, 2025 Special Joint Meeting
 - b. Minutes of the July 1, 2025 JPA Workshop
 - c. Minutes of the July 14, 2025 Meeting
 - d. Budget to Actual Report

Committee Member Chase Hurley noted name changes to the June 4 meeting minutes. Taylor Blakslee concurred with the edits. Member Wiersma made a motion to correct and accept the name changes, and was seconded by Member Lucchesi. The motion passed unanimously by those present, with one person absent.

Closed Session

6. **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)

The Committee entered closed session at 1:10 pm.

Open Session

7. **Report from Closed Session**
The committee returned from closed session at 1:24pm. Legal Counsel, Lauren Layne, stated there was no reportable action.

Action Items

8. **Appointment of Secretary**
Taylor Blakslee reminded the committee that the current secretary position, held by Scott Petereson of the Water Authority, would need to be transitioned moving forward. To move administrative components within the committee, it was recommended that a motion be made to appoint a new secretary. As stated in the MOA, the current language

is flexible to name an entity, not an individual, to the role of secretary. It was recommended to the committee that the Hallmark Group be named as the new secretary.

Committee Member Vince Lucchesi made a motion to approve the recommendation. The motion was seconded by Committee member John Wiersma and passed unanimously by those present, with one absent.

9. Recommend GSAs Consider Adoption of the Domestic Well Mitigation Policy

The draft well mitigation policy was presented to the committee by Jarrett Martin. It was reported that the strike team has been working with the SWRCB. An update of minor changes to the draft domestic well mitigation policy included the inclusion of state smalls and the flexibility for water quality mitigation. It was recommended for the GSA's to consider adopting the domestic well mitigation policy by the end of October 2025. A red line version of the current policy was requested by Lacy McBride.

Committee Member Chase Hurley made a motion to approve recommending that all GSAs adopt the Domestic Well Mitigation Policy. Committee Member Vince Lucchesi seconded the motion and it passed unanimously by those present, with one absent.

10. Direction to Submit a Letter to DWR Requesting Prop 4 Grant Funds are Awarded in Advance of Fiscal Year 2027-2028

Jarrett Martin reported to the committee that there is a potential delay in awarding the \$10B in Prop 4 funding previously passed on November 5, 2024, until fiscal year 27-28. On July 15th, 2025, the San Joaquin Valley- Kings Subbasin submitted a letter to DWR requesting that the funding awarded be expedited. Recommendation was for the CC to also submit a letter requesting that the funding be expedited. If the committee directs staff to take this action, the letter should identify specific projects and/or needs justifying the expediting of funds and should emphasize the region's vulnerability to climate impacts and the economic and social costs of delayed action.

Committee member Lucchesi made a motion to direct staff to draft such a letter. The motion was seconded by Committee Member Wiersma and passed unanimously by those present, with one absent.

Report Items

11. Program Management Report

a. Review of Previous Meeting Action Items

Mr. Blakslee reported the following items to the committee:

Accomplishments and Completed Actions:

- EKI provided water fill stations location interactive map to the SWCRB ahead of the July 22, 2025 meeting.
- Draft JPA agreement GSA comments received.
- Potential subsidence network coordinated with Fresno County.
- General groundwater level monitoring reminders included in packet.
- Local Project Sponsors provided project completion report template.

- Comment letters included in packet.
- Finalized Tasking Matrix with Ad Hoc Meeting to inform procurement needs for RFP development.

Mr. Blakslee reported the Remaining Open Action Items to the committee, which were included in the slides in the CC meeting packet.

b. Budget Development

Mr. Blakslee presented the budget development process and timeline for the committee and recommended the appointment of a FY 2026 Budget Ad Hoc to expedite budget development and to ensure the JPA is funded.

The chair appointed an ad hoc committee to review the budget, comprised of Augustine Ramirez, Chase Hurley and Joe Hopkins. The budgeting process will be separate from the WA. The goal is to have the JPA fully executed by November 2025 and up and working December 1, 2025.

Committee Member Chase Hurley requested that the Tasking Matrix be presented to the Coordination Committee at the September meeting so a budget can be determined. An RFP for technical and management experience for the JPA to be discussed further. That decision will be up to the new JPA board.

c. Schedule of Key Milestones

Mr. Blakslee reviewed the schedule of Key Milestones.

Chase Hurley and Jarrett to work on a budget template. Taylor Blakslee to provide a template for review and consideration. It was suggested that a separate meeting be set up for the Budget Ad Hoc and that Lauren Layne be included in those discussions and meetings. Taylor Blakslee to coordinate the Ad Hoc discussion.

12. Update on DWR SGMA Subsidence Draft Best Management Practices

EKI's Anona Dutton and Amir Mani provided an overview of the California Department of Water Resources (DWR) Draft Land Subsidence Best Management Practices (BMP) document, which was released July 24, 2025, and is currently open for public comments through September 22, 2025. Ms. Dutton noted the BMPs weigh into legal issues and recommended developing a comment letter to address those components. The Committee requested EKI prepare a draft comment letter with Jarrett Martin and Lauren Layne for review at the next Coordination Committee meeting agenda.

13. Update on JPA Status

Legal Counsel Lauren Layne reported that she received several comments from GSA attorneys and she has made revisions to the joint powers agreement incorporating those changes. She noted that we still need a MOA, regardless if there is a JPA in place, because it is part of the Groundwater Sustainability Plan (GSP). However, she anticipates the MOA will be amended once the JPA is in place. The cost sharing agreement will also need to be terminated and potentially a new agreement put in place once the joint

powers authority is formed. A redline of the JPA will be sent out for review and requested edits be submitted to her prior to presenting a final JPA at the next Coordination Committee meeting. She noted the effective date of the joint powers agreement is December 1, 2025. Committee Member Jim Stilwell brought up the voting structure and it was decided that the issue of voting majority versus unanimous should be revised in the joint powers agreement to address unanimous voting of all JPA Board members, instead of those present and Ms. Layne said she would make that revision.

14. Update on Status of Meetings with Adjoining Subbasins Regarding Comment Letters on Periodic Evaluations

Lisa Beutler provided an update on meetings that are being planned to look at particular SGMA issues and letters sent to date and a status update of those meetings was provided in the meeting packet.

15. Update on Facilitation Support Services Outreach Activities

Ms. Beutler reminded the Coordination Committee they it will need to reapply for her continued services in the next few months.

16. SGMA Round 1 Implementation Grant

a. Update on Status of Interconnected Surface Water (ISW) Well Construction Project

Merced County selected a driller. There has been an extension of the access agreement from fish and wildlife. Stanislaus ISW 1 selected a new location and discussed alternative options of an easement purchase about a ½ mile down the road of current site. Working on encroachment permit for that site.

b. Update on Status of Subsidence Monitoring Project

Andrew to provide cost estimate of ISW wells to recalculate available funds for subsidence.

c. Update on Status of All Grant Projects

Reported after Q1 funding, very little progress has been made in terms of invoicing. Need projections for Q3 and Q4. May need to revise projects that will not be completed by the end of the year. Cost shares or amendments to allocations may need to occur.

Additional grant considerations were discussed and are available in the slides from the meeting packet.

Recommended to utilize an Ad Hoc to ensure GSA's can make their deadlines and report back to the Coordinated Committee in September.

17. GSP Implementation Updates

a. Update Groundwater Level Monitoring and DMS Upload

Leslie Dumas discussed the upcoming August deadline and the review of numbers from last year. She reminded folks of the best practices outlined in the GSP

regarding groundwater level monitoring frequency, water quality constituents, and other procedures, which are available in the slides in the meeting packet.

b. Update on Pumping Reduction Plan and GSP Implementation Tracking and Exceedance Reporting

The PRP implementation dashboard has been developed for the basin. The dashboard works offline using data downloaded from the DMS. EKI is coordinating with Houston Engineering to establish a live data connection with DMS. A coordination call was held on 7/15/25. Houston Engineering is currently working on finalizing the process. The dashboard will provide exceedance analysis and PRP trigger analysis based on GSP requirements. Specific triggers or policies set by each GSA in GSA/GSA-Groups specific PRP will not be incorporated unless requested separately. The dashboard collects, tracks, and notifies, relative actions committed in the GSP and PRP for all GSA's. GSA's are to provide contact email addresses to EKI for dashboard access by August 22, 2025. EKI will initiate a rollout to the zones and schedule meetings for initials data upload and setup. The dashboard is substantially complete.

c. Update on DMS and Potential Improvements

Leslie Dumas reported the Houston Engineering improvement estimates. Committee discussed potentially having the Budget Ad Hoc assist in this endeavor moving forward. Taylor Blakslee to send out the slides Leslie shared post meeting to all committee members and meeting attendees. Further discussion to be held on how to decide who should have access to the dashboard to ensure no duplications. It was suggested to add this topic to the Coordination Committee September agenda to further discuss.

d. Report from GSAs with Exceedances

Taylor Blakslee reminded the Coordination Committee of the current 60-day reporting period. Any level exceeding MT will require notification of those GSA and in 30 days the GSA will need to have a plan to present to the CC.

18. Next Steps

- Correct the names noted as duplicates on the June 4th minutes.
- Distribute the Domestic well mitigation policy for GSAs to adopt by October.
- Draft and send a letter requesting to expedite Prop 4 funding.
- Task Matrix to be added to the September agenda.
- Budget Ad Hoc meeting to take place after the September 8, 2025 meeting.
- Distribute draft JPA to GSAs.
- Distribute WWD and Chowchilla Comment letters.

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

Nothing to report.

20. Next Meeting(s):

- a. Upcoming Meetings: Change of Venue
- b. Next Coordinated Committee meeting will be held at the Grassland Boardroom.

c. Regular Coordination Committee Meeting: September 8, 2025

21. Adjournment

Joe Hopkins adjourned the meeting at 3:40 p.m.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
SGMA ACTIVITIES - COORDINATED COST-SHARE AGREEMENT
MARCH 1, 2025 - FEBRUARY 28, 2026
COORDINATED (FUND 63)
ACTIVITY AGREEMENTS BUDGET TO ACTUAL

Report Period 3/1/25 - 06/30/25

EXPENDITURES	Annual Budget	Paid/ Expense	Amount Remaining	% of Amt Remaining	Expenses Through
<u>Legal:</u>					
Baker Manock & Jensen	\$ 70,000	\$ 24,610	\$ 45,390	65%	6/3/25
<u>Other Professional Services:</u>					
GSP Implementation Contracts					
Coordinated Annual Report Activities (Common Chapter, Water Level Contouring)	\$ 149,675	\$ 157,918	\$ (8,243)	-6%	6/30/25
DMS Hosting, Augmentation and Support	\$ 12,000	\$ -	\$ 12,000	100%	
Staff Augmentation Support	\$ 200,000	\$ -	\$ 200,000	100%	
DAC Outreach and Coordination	\$ 20,000	\$ -	\$ 20,000	100%	
SGMA Implementation Grant Round 1 SPA (A9)	\$ 175,015	\$ 16,235	\$ 158,780	91%	6/14/25
Inadequate Determination Response (EKI)	\$ 55,000	\$ -	\$ 55,000	100%	
Interconnected Surface Water	\$ 504,455	\$ -	\$ 504,455	100%	
Domestic Well Mitigation Funds	\$ 100,000	\$ -	\$ 100,000	100%	
<u>Other:</u>					
Executive Director	\$ 750		\$ 750	100%	
General Counsel	\$ 1,000	\$ 78	\$ 922	92%	4/4/25
Water Policy Director	\$ 20,000	\$ 9,070	\$ 10,930	55%	6/27/25
In-House Staff	\$ 3,000	\$ 893	\$ 2,107	70%	6/27/25
Conferences & Training	\$ 1,000	\$ -	\$ 1,000	100%	
Travel/Mileage	\$ 1,500	\$ -	\$ 1,500	100%	
Group Meetings	\$ 5,000	\$ -	\$ 5,000	100%	
Telephone	\$ 500	\$ -	\$ 500	100%	
Equipment and Tools	\$ 2,000	\$ -	\$ 2,000	100%	
Total Expenditures	\$ 1,320,895	\$ 208,804	\$ 1,112,091	84%	



TO: Coordination Committee
Agenda Item No. 8

FROM: Taylor Blakslee

DATE: September 8, 2025

SUBJECT: Review and Take Action to Recommend GSAs Adopt the Joint Powers Agreement

Recommendation

Recommend GSAs Adopt the Joint Powers Agreement.

Discussion

On July 1, 2025, a special Delta-Mendota Coordination Committee (CC) meeting and subbasin workshop was held to present and receive initial feedback on a draft joint powers agreement (JPA) from Groundwater Sustainability Agency (GSA) representatives. Legal counsel Lauren Layne requested GSAs provide any comments or revisions by Tuesday, July 22, 2025.

Initial GSA feedback was incorporated, and at the August 11, 2025, Coordination Committee meeting, Ms. Layne presented the revised draft JPA for any last/final feedback. Ms. Layne incorporated feedback from the Coordination Committee meeting and a draft dated August 11, 2025, was sent to all GSAs. Since that time, only minor clarification edits were requested by a GSA, so Ms. Layne prepared an updated final JPA document dated September 3, 2025, to be presented and discussed at the September 8, 2025, Coordination Committee meeting. The final draft JPA is provided as **Attachment 1** and staff recommends the Committee take action to recommend GSAs adopt the JPA.

Staff will be tracking GSA adoption of the JPA in accordance with the schedule below:

- **Mid-September-November 2025:** GSAs adopt JPA (Reminder: GSAs should add this to their appropriate home Board agenda item)
- **November 30, 2025:** Goal is to have full JPA adoption, with an effective date of December 1, 2025, so that the GSAs can stand up the Joint Powers Authority and successfully transition consultants and financial management from SLDMWA prior to fiscal year close (February 28, 2026).

**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 1st day of December, 2025 (the “Effective Date”) pursuant to Title 1, Division 7, Chapter 5 (Section 6500 *et seq.*) of the California Government Code relating to the joint exercise of powers, 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, § 10720.1(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(a).); 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 were 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 as defined by Government Code section 6500 and Water Code section 10723(a). All Members are 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 formed a “Coordination Committee” pursuant to that certain “Memorandum of Agreement Among the Delta-Mendota Subbasin Groundwater Sustainability Agencies” (the “MOA”) to, among other things, make recommendations, approve budgets and authorize entering into contracts on behalf of the Subbasin; and

J. **WHEREAS**, the Members previously contracted with San Luis & Delta-Mendota Water Authority (“SLDMWA”) to assist in coordinating administrative, financial and technical management of the multiple GSAs in the Subbasin; and

K. **WHEREAS**, the Members now desire to enter into this Agreement to form the Delta-Mendota Subbasin GSAs Joint Powers Authority (the “Authority”) for the purpose of coordinating the administrative, financial, and technical management of the multiple GSAs in the Subbasin and replace the previously existing Coordination Committee with the Board of Directors of the Authority.

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 incurred by the Authority, the Secretary, and the Plan Manager, at the direction of the Board of Directors, within approved annual cost estimates for purposes described in this Agreement and in implementing the DM Subbasin MOA, including actual expenses incurred in executing obligations under the DM Subbasin MOA for intrabasin and interbasin coordination, which are shared equally amongst the seven representative seats of the Board of Directors, in accordance with the Participation Percentages.

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

1.6 “**Director**” means a designated representative who holds a seat on the Authority’s seven-member Board of Directors.

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 Board of Directors, as established in Article 6.1 of this Agreement.

1.9 “**GSA Representative**” shall refer to the representative of a single GSA who holds a single seat on the Board of Directors, as established in Article 6.1 of this Agreement.

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

1.11 “**Fiscal Year**” means each period beginning on March 1 and ending on the last day in February the following year.

1.12 “**MOA**” shall mean the “Memorandum of Agreement Among the Delta-Mendota Subbasin Groundwater Sustainability Agencies,” as amended, describing the Members’ responsibilities for the Subbasin-wide monitoring network, coordinated data management system, and adaptive management framework.

1.13 “**Participation Percentages**” shall mean that percentage of Coordinated Plan Expenses allocated to each representative seat on the Board of Directors as described in Exhibit “B” to this Agreement, which is attached hereto and incorporated by reference herein, as updated from time to time by action of the Board of Directors, but not more frequently than annually.

1.14 “**Plan Manager**” shall mean an entity or individual appointed at the pleasure of the Board of Directors 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.

1.15 “**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.*).

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

1.17 “**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.

1.18 “**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 Board of Directors of the Authority.

1.19 “**Special Project Agreement**” means an agreement between the Authority and any of its Members, or multiple Members, for the purpose of facilitating a separate project or management action for which only those Member(s) who are a party to the agreement are obligated to pay or have liability.

1.20 “**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 GSAs 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 authority separate from its Members to accomplish the purposes described below. The Members have worked together in mutual cooperation to develop a single GSP in compliance with SGMA, for the sustainable management of the Subbasin. Each Member hereto has adopted the GSP and will implement its terms and conditions within their respective GSA territories.

4.2 Purpose of Authority. The purpose of the Authority is to act as a separate and independent public agency to perform the tasks and functions articulated in Section 6.7.

4.3 Limitations.

- (a) Nothing in this Agreement is intended to confer upon the Authority, 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 implementation or exercise of such powers, and operations and water management. Nothing in this Agreement is intended to modify or limit a Member's police powers, land use authorities, or any other authority, including the authority to pursue a comprehensive groundwater adjudication or other alternative SGMA compliance strategy, should the Member deem it to be in its best interest to do so.

- (b) The Authority shall not possess the authority to impose, levy, or collect fees, charges, assessments, or other impositions upon lands or landowners within its boundaries. The Authority's ability to collect, hold, and spend funds shall be limited by the budget procedures described here.
- (c) 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 and subject to the Board of Directors' approval as described herein, 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, lease, own, construct, manage, maintain, operate, and dispose of 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, administrative or ministerial 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 enter into grant agreements consistent with the purposes of the Authority described herein;
- (k) To enter into Special Project Agreements with a Member or Members for the benefit of implementing the SGMA in the Subbasin;
- (l) To participate, on behalf of one or more GSAs, 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.

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 Patterson Irrigation District, a California irrigation district. The Authority shall have the power of eminent domain. If Patterson Irrigation District withdraws as a Member, the remaining Members shall amend this Agreement pursuant to section 14.1.

5.4 Limitation on Authority 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. The individual Members of the Authority each hold GSA powers and each Member expressly reserves the right to (a) exercise all rights afforded to a GSA within their respective boundaries, and (b) defend, with legal counsel of its own choosing, any challenge to the adoption or implementation of the adopted GSP. When the terms of this Agreement or applicable law require the approval of a GSA (such as approval of the GSP), that approval shall be required and evidenced (as provided in Article 6.9) by the Members.

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 representatives on the Board of Directors, or committee members. No debt, liability, or obligation of any Member shall constitute a debt, liability or obligation of the Authority.

5.6 Water Rights. 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 BOARD OF DIRECTORS

6.1 Board of Directors. The Authority shall be administered by a seven (7)-member Board of Directors (the “Board of Directors”), 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 Board of Directors.

- (a) The Board of Directors will consist of a total of seven (7) voting members 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. Each GSA Representative, GSA Group Representative, and applicable Alternates, must be (i) an elected or appointed member of the governing body of a Member, or (ii) on the staff or a consultant of a Member.
- (b) Individuals serving on the Board of Directors 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 Authority’s Secretary.
- (c) Each Member understands its participation in actions of the Authority is based on representation on the Board of Directors. It is the responsibility and obligation of each Member to develop its manner of selecting its respective Representative and Alternate Representative. For purposes of this Agreement, it is assumed that each Director and Alternate Director has been authorized by the members in their respective GSA or GSA Group to participate as described herein.
- (d) The Board of Directors will recognize each GSA Representative or GSA Group Representative and their applicable Alternate Representatives until such time as the Authority’s 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 and Alternate Directors may be removed or replaced at any time by the respective GSA or the GSA Group, as applicable, with reasonable written notice provided to the Authority’s Secretary of any such removal or replacement; and
- (b) A Director or Alternate Director shall be deemed automatically removed from the Board of Directors if that Director is no longer: (i) an elected or

appointed member of the governing body of the Member, or (ii) on the staff or a consultant of a Member entity that qualified such Director to serve on the Board of Directors.

6.3 Compensation. Directors shall not be compensated by the Authority for participation on the Board of Directors. 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 session of the Authority's Board of Directors.

6.6 Voting. Each Director on the Board of Directors shall be entitled to one (1) vote at the Board of Directors meetings. Except as expressly set forth in Article 6.8 below, the vote of a simple majority of Directors (i.e. at least four (4) Directors must vote in favor), at a regular or special meeting, of the Board of Directors shall be required for all other matters on which the Board of Directors is authorized to act.

6.7 Board of Directors Authorized Actions. The Board of Directors is authorized to act upon the following enumerated items:

- (a) By a simple majority vote of Directors (i.e. at least four (4) Directors must vote in favor), at a regular or special meeting, the Board of Directors 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) appointing ad hoc or standing committees and workgroups;
 - (vi) assigning work to committees and workgroups as needed, providing guidance and feedback, and ensuring that committees and workgroups prepare work products in a timely manner; and
 - (vii) providing direction to its officers concerning other administrative and ministerial issues necessary for the fulfillment of the above-enumerated tasks; and

- (viii) entering into Special Project Agreements with Members.
- (b) By a unanimous vote of all Directors (i.e. all seven (7) Directors must vote in favor), at a regular or special meeting, the Board of Directors shall review and approve:
 - (i) a determination of Subbasin-wide Activities, which may be modified by the Board of Directors 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) 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 Board of Directors will consider approval of the annual estimate;
 - (ix) directing the Plan Manager in the performance of its duties under SGMA; and
 - (x) 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; and
 - (xi) exercising the powers of eminent domain.

6.8 Voting Procedures to Address Lack of Unanimity. When it appears likely that the Board of Directors will not be able to come to a unanimous decision on any matter for which a unanimous decision is required, upon a majority vote of a quorum of the Board of Directors, 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 Board of Directors, committees, 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 Directors 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 Director declares his/her/their intention to propose an alternative or modified recommended action, to be proposed at the next meeting, or as soon thereafter as the Director 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 Article 6.8(a)-(c) fails to result in a unanimous vote of the Directors, 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 Board of Directors can obtain further information on the recommended action (for example, by directing a committee established under this Agreement), so the Director(s) 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 Board of Directors 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 or a group of the Members, such approval shall be evidenced in writing by providing the adopted resolution or minutes of the respective Member's Board of Directors meeting to the Secretary of the Authority.

ARTICLE VII OFFICERS AND ADMINISTRATION

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

- (a) Chair and Vice Chair. Any Director may serve as the Chair. The Vice Chair, who shall also be a Director, 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 Director or Alternate Director of the Board of Directors.

The positions of Chair and Vice Chair shall rotate among the GSA Representative and GSA Group Representatives listed in Exhibit "B" on the Board of Directors 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 Fiscal 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 GSA Representative or GSA Group Representative.

- (b) Secretary. Pursuant to Article 6.7(b) above, by unanimous vote of Board of Directors (i.e. all seven (7) Directors), the Board of Directors shall select a Secretary to carry out the functions described in this Article 7.1(b), to serve at the pleasure of the Board of Directors. The Secretary may, but need not, be a Member of the Authority.

With approval of the appointee through a simple majority vote of the Board of Directors (i.e. at least four (4) Directors), 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 Board of Directors has made a recommendation requiring approval by the Members; prepare and maintain minutes of meetings of the Board of Directors; receive notices on behalf of the Board of Directors and call to the Board of Directors' 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 agendas and notices, publicly post and distribute agendas to all Directors and Alternate Directors, 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. Pursuant to Article 6.7(b) above, by unanimous vote of Board of Directors (i.e. all seven (7) Directors), the Board of Directors shall select a Treasurer to carry out the functions described in this Article 7.1(c), to serve at the pleasure of the Board of Directors. The Treasurer may, but need not, be a Member of the Authority. If the Treasurer is a Member of the Authority, said Member may be reimbursed for the cost services performed as Treasurer. The Treasurer 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 6505.5. The Treasurer shall be authorized to expend funds upon authorization of the Board of Directors as described in this Agreement. The Treasurer shall be

responsible for receiving quarterly reports from the Secretary and verifying the balance of this report with respect to the balance as identified in the audited financial statements. The Treasurer shall be responsible for providing the financial report at each Board of Directors meeting.

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 Board of Directors concerning funds held, and disbursing said funds for authorized purposes. The Treasurer shall bill the GSAs or GSA Groups, as applicable, for all Coordinated Plan Expenses based upon their respective Participation Percentages.

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 practices. 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 Member 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.

7.2 Officers in Charge of Records; Funds; and Accounts. Pursuant to Government Code section 6505.1, the Treasurer 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 Board of Directors may designate a consultant or a Member, by unanimous vote pursuant to Article 6.7(b) 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 Board of Directors.

7.3 Plan Manager. Pursuant to a simple majority vote (i.e. at least four (4) Directors), the Board of Directors shall select a Plan Manager, who may be a consultant of the Authority or a representative of a Member, who shall serve as the point of contact for DWR and the State Water Board, 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 Board of Directors without the specific direction of the Board of Directors. The Plan Manager is obligated to disclose all substantive communications he/she transmits and receives in his/her capacity as Plan Manager to the Board of Directors.

7.4 Employees and Consultants. The Authority may hire employees and consultants, including an executive director, engineers, hydrogeologists, accountants, public relations firms, 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 Board of Directors. 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 Board of Directors, any two GSA Representatives or GSA Group Representatives, or the Secretary may call meetings of the Board of Directors as needed to carry out the activities described in this Agreement. The Board of Directors may, but is not required to, set a date for regular meetings for the purposes described in this Agreement. All Board of Directors meetings shall be held in compliance with the Ralph M. Brown Act (Gov. Code § 54950, *et seq.*).

8.2 Quorum. A majority of the seven (7)-member Board of Directors shall constitute a quorum of the Board of Directors for purposes of holding a meeting. The Alternate Director of each GSA or GSA Group shall be counted towards a quorum and as the voting representative(s) in absence of the Director for that GSA Representative or GSA Group Representative for which the Alternate Director was appointed. If less than a quorum of the Board of Directors is present, no action may be taken.

8.3 Open Attendance. Members of the public, stakeholders, and representatives of the Members who are not appointed as a GSA Representative or GSA Group Representative on the Authority's Board of Directors may attend all Board of Directors 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 Board of Directors may appoint ad hoc or standing committees, workgroups, or otherwise direct staff made available by the Members as provided for in Section 6.7. Such committees 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 committee, whether or not such individuals are Directors or Members.

8.5 Minutes. The Secretary or its appointee shall keep and prepare minutes of all Board of Directors meetings. Minutes of standing committee meetings shall be kept by the Secretary or its appointee. All minutes 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 Board of Directors 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 March 1 through the last day in February the following year.

9.2 Budget. The Board of Directors shall establish an annual budget for the activities authorized by this Agreement. The budget must describe the amounts that the Board of Directors 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". Each GSA or GSA Group, as applicable, shall pay their share of the Participation Percentage as reflected in Exhibit "B", and make Participation Percentage contributions required pursuant to this Agreement directly to the Treasurer or his/her designee. Payment is due from each GSA thirty (30) days following receipt of the invoice. Amounts in arrears for more than thirty (30) days shall earn interest at the applicable legal rate.

9.4 Member Obligations and GSP Implementation. It is the responsibility and obligation of each Member of the Authority to manage its own GSA and implement the GSP within its GSA's boundaries. It is further the responsibility and obligation of each GSA or GSA Group, as applicable, to pay its share of the Participation Percentage as reflected in Exhibit "B", and other payments required as part of implementation of SGMA Subbasin-wide Activities, as may arise from time to time. Each of the Members shall bear its own separate costs of implementing SGMA within its jurisdiction.

9.5 Special Project Agreements. Upon approval of a majority of the Board of Directors, the Authority may enter into an agreement with any of its Members, or multiple Members, for the purpose of implementing SGMA within the Subbasin. However, any such Special Project Agreement shall require those Members entering into said agreement with the Authority be solely responsible for the costs and liabilities therein. Members who are not a party to a Special Project Agreement shall have no financial obligations or liabilities associated with the implementation of said agreement.

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 the Board of Directors 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, within one (1) year after providing written notice to the Secretary and all other Members of the date of withdrawal. 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 Members.

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 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 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) Except as provided in this Article 10.4, this Agreement shall remain in effect and be binding upon the Members hereto and upon all subsequent Members joining herein for such a period as the Authority desires to engage in any activities under this Agreement. Except as noted in Article 10.4 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 Board of Directors level or through committees designated by the Board of Directors. 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 Board of Directors. 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 Board of Directors.
- (c) The Members agree that each GSA shall provide the data required to develop the Subbasin-wide coordinated monitoring network, data management system, and water budget, as more particularly described in the MOA and GSP.
- (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 Board of Directors 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 insurance, including without limitation, directors and officers liability insurance, in such amounts as the Board of Directors shall deem prudent. The Board of Directors, 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 Board of Directors 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 Board of Directors 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 Entire Agreement. This Agreement (including the Recitals) constitutes the entire Agreement between the Members and supersedes prior agreements or discussions relating to the matters set forth herein, if any, both written and oral.

14.3 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 shall be binding upon, the successors and permitted assigns of the Members.

14.4 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.

14.5 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.

14.6 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.

14.7 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.

14.8 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.

14.9 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 submitted by each Member to the Authority's Secretary, or to such other changed addresses communicated to the Authority's Secretary 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).

14.10 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.

DRAFT

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 GSA – DELTA-
MENDOTA

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 GSA – Delta-Mendota
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

BOARD OF DIRECTORS REPRESENTATIVES & PARTICIPATION PERCENTAGES

Board of Directors Representatives (alphabetically)		Group Contact Agency	Participation Percentage
1	Aliso Water District GSA Aliso Water District GSA	Aliso Water District GSA	1/7
2	Central Delta-Mendota GSAs Group Central Delta-Mendota GSA Oro Loma Water District GSA Widren Water District GSA	Central Delta-Mendota GSA	1/7
3	Farmers Water District GSA Farmers Water District GSA	Farmers Water District GSA	1/7
4	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
5	Grassland GSAs Group Grassland GSA Merced County Delta-Mendota GSA	Grassland Water District	1/7
6	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
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 County of Madera GSA – Delta-Mendota 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



TO: Coordination Committee
Agenda Item No. 9

FROM: Scott Petersen / Taylor Blakslee

DATE: September 8, 2025

SUBJECT: Direction on Task Matrix and Basin Roles and Responsibilities

Recommendation

Committee direction requested.

Discussion

In April 2025, the Hallmark Group was contracted to provide program management support services for the Coordination Committee and Northern Committee.

During the on-boarding process, a task matrix was used to help identify primary components of work in the subbasin and outline roles and responsibilities among existing consultants. The purpose of the matrix is to ensure all the necessary work is being performed, that there are no duplicative efforts in the current fiscal year, and to identify necessary components of implementation/clarification for current and future work to be performed by the Groundwater Sustainability Agencies in the Subbasin. The task matrix was created with feedback from San Luis & Delta-Mendota Water Authority Water Policy Director Scott Petersen, principals from EKI, Woodard & Curran, and the Hallmark Group, and the task matrix was reviewed by an ad-hoc Committee appointed by the Coordination Committee Chair Joe Hopkins (Committee Members: Joe Hopkins, Chase Hurley, Augustine Ramirez, Jim Stilwell).

On August 11, 2025, the Coordination Committee requested that the aforementioned task matrix be presented for discussion among the Committee prior to initiating the budgeting process for fiscal year 2027. The draft roles and responsibilities matrix is provided as **Attachment 1** for Committee discussion and feedback.

Delta-Mendota Subbasin Tasking Matrix

ID	ACTIVITY	TASK	SUB-TASK	ACTION	Coord (FY26)	North (FY26)	Central (FY26)	GSA (FY27)	PM (FY27)	Legal (FY27)	Technical (FY27)
1	GSP Implementation	Program Management	Track and Manage GSP Commitments & Schedule	HG to coordinate with EKI for implementation support.	HG/EKI	HG/EKI		I	R	I	C
2	GSP Implementation	Groundwater Monitoring	Develop Standardized Data Collection and Reporting Methodology	Basic protocols are identified in the GSP but lacks a specific SoP. Who should develop SoP for all groundwater monitoring activities (items below)? EKI/ W&C?	EKI has done foundational work	EKI has done foundational work	EKI has done foundational work	I	C	I	R
3	GSP Implementation	Groundwater Monitoring	QA/QC: GW Level Data prior to DMS upload	Data upload remains with GSA, developed SoP will provide support. W&C/Tech Team to verify GSA entry with annual report scope.		W&C	W&C	R	C	I	C
4	GSP Implementation	Groundwater Monitoring	QA/QC: GW Quality Data prior to DMS upload	Data upload remains with GSA, developed SoP will provide support.		W&C	W&C	R	C	I	C
5	GSP Implementation	Groundwater Monitoring	QA/QC: Other Data	Data upload remains with GSA, developed SoP will provide support. W&C/Tech Team to verify GSA entry with annual report scope.				R	C	I	C
6	GSP Implementation	Groundwater Monitoring	Analysis of Data for Sustainability Indicators	Develop SoP to support. Suggest GSA report out to Tech Team to implement SoP. Is this the GSA or the Tech Team responsibility?	EKI has done foundational work	EKI under PRP	EKI under PRP	R	C	I	C
7	GSP Implementation	Groundwater Monitoring	Monitoring SMC Triggers/Exceedances	Develop SoP to support. Suggest GSA report out to Tech Team to implement SoP. Is this the GSA or the Tech Team responsibility?	EKI has done foundational work	EKI under PRP / W&C	EKI under PRP / W&C	R	C	I	C
8	GSP Implementation	Groundwater Monitoring	Reporting SMC Triggers/Exceedances	Develop SoP to support. Suggest GSA report out to Tech Team to implement SoP. Is this the GSA or the Tech team responsibility? If, Members/GSA, consider Panoche template to review with Coord Committee for alignment with MOA)	EKI has done foundational work	EKI under PRP / W&C	EKI under PRP / W&C	R	C	I	C
9	GSP Implementation	Groundwater Monitoring	SMC Numeric Compilation and Updates (for SMC at new monitoring locations)	GSA or Tech Team ownership? W&C monitoring, single GSP EKI? When set SMC at new wells? How has GSP weighed in?				I	C	I	R
10	GSP Implementation	Groundwater Monitoring	Data Upload to DWR SGMA Portal	Confirm HG/Plan Manager to upload to DWR portal? (Consider need for HG scope clarification)		W&C	W&C	I	R	I	C
11	GSP Implementation	Groundwater Monitoring	Coordination with Entity/GSA if issues arise	HG/Plan Manager ownership supported by Tech Teams. (EKI was optional task)	EKI proposed this as an Optional Task for 2025	EKI under PRP / W&C	EKI under PRP / W&C	I	R	I	C

Delta-Mendota Subbasin Tasking Matrix

ID	ACTIVITY	TASK	SUB-TASK	ACTION	Coord (FY26)	North (FY26)	Central (FY26)	GSA (FY27)	PM (FY27)	Legal (FY27)	Technical (FY27)
12	GSP Implementation	Subsidence Monitoring	Review Data: Areas w/Critical Infrastructure	Covered through end of year. Tech Team responsibility, for scope development discuss limitations of scope from EKI perspective, Look into technical resources for each GSA/zone re: optional tasks.	EKI proposed this as an Optional Task for 2025	EKI under PRP	EKI under PRP	I	C	I	R
13	GSP Implementation	MT Exceedance Response	Develop SOPs for SMCs	Who should develop SoP for SMCs? EKI/ W&C? Suggest develop staff proposal for GSA to collectively agree how to modify. Refer to MOA, who notices?	EKI proposed this as an Optional Task for 2025	EKI under PRP	EKI under PRP	I	C	I	R
14	GSP Implementation	Projects & Management Actions	Evaluation and Recommendations	HG/Plan Manager to track and report coordinated with Tech Team. (Consider need for HG scope clarification)				I	R	I	C
15	GSP Implementation	Projects & Management Actions	Implementation Oversight	HG/Plan Manager to track and report coordinated with Tech Team. (Consider need for HG scope clarification)				I	R	I	C
16	GSP Implementation	Data Gap	Data Gap: Periodic Assessment	HG/Plan Manager to track and report coordinated with Tech Team.				I	R	I	C
17	GSP Implementation	Data Gap	Data Gap: Tracking Implementation to Address Gaps	HG/Plan Manager to track and report coordinated with Tech Team. (Consider need for HG scope clarification)				I	R	I	C
18	GSP Implementation	Pumping Reduction Program Implementation	Technical Assistance	Tech Team to implement, HG/Plan Manager to provide process oversight.	EKI proposed this as an Optional Task for 2025	EKI	EKI	I	C	I	R
19	GSP Implementation	Interconnected Surface Water Well Installation	Coordinate efforts with Stanislaus & Merced Counties & Del Puerto WD	HG/Plan Manager to coordinate Merced / Stanislaus County compliance aligned for implementation, reps above and Andrew at LS. Construction and invoicing complete by end of December. CEQA done. (3 total, one in Patterson, 2 in progress) (Consider need for scope clarification)				I	R	I	C
20	GSP Implementation	Installation of Three New Subsidence Monitoring Stations	Coordinate with Coordination Committee and Grant Program	HG/Plan Manager. (Consider need for scope clarification) Ad Hoc to confirm next steps: Chase to reach out and report back: Jarrett managing his, others not managed would be good to consolidate purchasing. Jim (South), Adam (North), Joe Hopkins to complete concurrently and identify locations.				C	R	I	I

Delta-Mendota Subbasin Tasking Matrix

ID	ACTIVITY	TASK	SUB-TASK	ACTION	Coord (FY26)	North (FY26)	Central (FY26)	GSA (FY27)	PM (FY27)	Legal (FY27)	Technical (FY27)
21	SWRCB Engagement	Schedule/Coordinate SWRCB Staff Meetings	Schedule/Coordinate SWRCB Staff Meetings	Jarrett and EKI/Tech Team support.				R	I	I	C
22	SWRCB Engagement	Coordinate Support for SWRCB Meetings	Coordinate Support for SWRCB Meetings	EKI/Tech Team	EKI			I	I	I	R
23	SWRCB Engagement	GSA Technical Evaluation Support	GSA Technical Evaluation Support	EKI/Tech Team	EKI			I	I	I	R
24	Program Management	Monthly Meeting Preparation	Agenda	HG/Plan Manager for Coordinated/North.	HG: Draft SLDMWA: Review Chair: Review	HG: Draft SLDMWA: Review Chair: Review	HG: P&P Draft SLDMWA: Review Chair: Review	I	R	I	C
25	Program Management	Monthly Meeting Preparation	Budget to Actual	SLDMWA/Plan Manager				I	R	I	I
26	Program Management	Monthly Meeting Preparation	Minutes	HG/Plan Manager for Coordinated/North.	HG			I	R	C	I
27	Program Management	Monthly Meeting Preparation	Report Items	HG/Plan Manager, to coordinate with all teams.	EKI on specific items	EKI on specific items	EKI on specific items	C	R	C	C
28	Program Management	Monthly Meeting Preparation	Action Items	HG/Plan Manager	HG	HG		I	R	I	C
29	Program Management	Budget Tracking	Budget Reporting	SLDMWA, HG/Plan Manager (Consider need for HG scope clarification)	HG/SLDMWA	HG/SLDMWA		I	R	I	I
30	Program Management	Budget Tracking	Member Billing	SLDMWA, HG/Plan Manager (Consider need for HG scope clarification)	SLDMWA	SLDMWA		I	R	I	I
31	Program Management	Budget Tracking	Grant Funding	Grant Admin W&C/Tech Team Reimbursement Del Puerto.				I	C	I	R
32	Program Management	Interbasin Coordination	Schedule & Facilitate Interbasin Coordination Meetings	Managed by Stantec (Lisa Beutler). HG/Plan Manager to participate virtually (most anticipated 2026)	Stantec	Stantec		R	C	I	C
33	Program Management	Interbasin Coordination	Technical Support for Interbasin Coordination Meetings	EKI/Tech Team	EKI on specific items	EKI on specific items	EKI on specific items	I	C	I	R
34	Program Management	Interbasin Coordination	Adjacent Subbasin GSP Review: Evaluate for Consistency	Not scoped. EKI preliminary. Should it be done and by whom at what frequency? Will GSP engage in adjacent subbasins?				I	C	I	R

Delta-Mendota Subbasin Tasking Matrix

ID	ACTIVITY	TASK	SUB-TASK	ACTION	Coord (FY26)	North (FY26)	Central (FY26)	GSA (FY27)	PM (FY27)	Legal (FY27)	Technical (FY27)
35	Program Management	Interbasin Coordination	Annual Reports	W&C/Tech Team	W&C EKI proposed this as an Optional Task for 2025	W&C	W&C	I	C	I	R
36	Program Management	Interbasin Coordination	Periodic Review	Not scoped. Should it be done and by whom at what frequency? Will GSP engage in adjacent subbasins?	EKI has done foundational work						
37	Program Management	Interbasin Coordination	Adjacent Subbasin Meeting Attendance	Not scoped. Should it be done and by whom at what frequency? Will GSP engage in adjacent subbasins?	EKI has done foundational work						
38	Program Management	Grant Administration & Oversight	Grant Administration & Oversight	Grant Admin W&C/Tech Team Reimbursement Del Puerto. Additional scope for grant pursuits will need consideration. Possibility of GSP PMAs through SLDMWA grant program for SLDMWA members.	W&C			I	C	I	R
39	Program Management	Inquiry Response	Inquiry Response	HG/Plan Manager to coordinate with EKI/Tech Team	EKI on specific items			I	R	I	C
40	Administration	GSP Implementation	Monitoring Data: Communication & Support	HG/Plan Manager track, EKI/Tech Team support technical. (Consider need for HG scope clarification)	EKI has done foundational work / W&C	EKI under PRP / W&C	EKI under PRP / W&C	I	R	I	C
41	Administration	GSP Implementation	Implementation Evaluation: Communication & Support	To be addressed with JPA formation.	EKI						
42	Administration	GSP Implementation	Representative Monitoring Network: Assessment and Changes	W&C/Tech Team under annual report. EKI flagged as optional task; not yet approved. Under JPA, HG/Plan Manager oversight, Tech Team responsibility.	EKI proposed this as an Optional Task for 2025	EKI under PRP for GSP	EKI under PRP for GSP	I	C	I	R
43	Administration	GSP Implementation	Data Management System (DMS): Assessment	Hosting Houston (development/mods etc). W&C report/EKI GSP implementation/GSA input. Annual calls for improvements & modifications. Work this year or await JPA formation?	W&C	EKI proposed this as an Optional Task for 2025	EKI proposed this as an Optional Task for 2025	I	C	I	R
44	Administration	GSP Implementation	Data Management System (DMS): Future Updates (Tech Assistance)	Houston annual feedback with Tech Team annual calls for improvements & modifications.				C	C	I	R

Delta-Mendota Subbasin Tasking Matrix

ID	ACTIVITY	TASK	SUB-TASK	ACTION	Coord (FY26)	North (FY26)	Central (FY26)	GSA (FY27)	PM (FY27)	Legal (FY27)	Technical (FY27)
45	Administration	GSP Implementation	Track Changes to Monitoring Networks	Tech Team to implement, HG/Plan Manager to provide process oversight. (Consider need for HG scope clarification)		W&C	W&C	I	C	I	R
46	Administration	GSP Implementation	Maintain Library of GIS Files/Mapping	Tech Team to implement, HG/Plan Manager to provide process oversight. Plan Manager repository. (Consider need for HG scope clarification)				I	C	I	R
47	Administration	GSP Implementation	SWRCB Staff Meetings: Technical Review	EKI/Tech Team	EKI			I	C	I	R
48	Administration	GSP Implementation	SWRCB Meetings: Probationary Hearings	EKI/Tech Team	EKI			I	C	I	R
49	Administration	GSP Implementation	Outreach to Stakeholders/Interested Parties: Technical Assistance	Member in-kind services, Potential RFP.	EKI (specific topics and issues)			R	C	I	I
50	Administration	GSP Implementation	Outreach: Maintenance of Stakeholder Outreach List	Member in-kind services, Potential RFP.				R	C	I	I
51	Administration	GSP Implementation	Outreach: Maintenance of Delta-Mendota Website (including ADA compliance)	Member in-kind services, Potential RFP, timed w/ JPA transition.				R	C	I	I
52	Administration	GSP Implementation	Annual Reports: Data Collection and Reporting Standards	GSA data collection. DMS download by Tech Teams. Basic protocols are in the GSP. EKI/W&C (both GSP and annual report). Who should develop SoP? EKI/ W&C?	EKI / W&C	W&C	W&C	I	C	I	R
53	Administration	GSP Implementation	Annual Reports: Preparation and Submittal	W&C/Tech Team development. EKI to review for consistency with GSP as related to GSP implementation. Previous lag in GSA completion schedule caused compressed review timeline.	EKI (Only review) / W&C	EKI (Only review) / W&C	EKI (Only review) / W&C	I	C	I	R
54	Administration	GSP Implementation	Track GSP Changes for Inclusion in Periodic Evaluation/GSP Amendment	Not scoped. HG/Plan Manager oversight, Tech Team support. (Consider need for scope clarification)				I		I	
55	New Entity Formation/Management (FY26)	Formation of New Entity or join existing (Fall 2025)	Review Options for next step in conjunction with legal counsel	Legal to manage and identify processes for stand-up. HG to manage timeline and schedule for approvals and adoption. HG/Chase/Lauren outline expedited process together for JPA standup. Entity approvals/funding/timing.	Legal			I	C	R	

Delta-Mendota Subbasin Tasking Matrix

ID	ACTIVITY	TASK	SUB-TASK	ACTION	Coord (FY26)	North (FY26)	Central (FY26)	GSA (FY27)	PM (FY27)	Legal (FY27)	Technical (FY27)
56	New Entity Formation/Management (FY26)	Hire New Subbasin Manager (Effective March 1, 2026)	Work with Coordination Committee on "Job Description"	JPA to discuss at formation. Propose Coordination Committee Ad Hoc for formation?	SLDMWA			C	N/A	R	N/A
57	New Entity Formation/Management (FY26)	Hire New Subbasin Manager (Effective March 1, 2026)	Coordinate drafting of RFP	JPA to discuss at formation. Propose Coordination Committee Ad Hoc for formation?	SLDMWA			I	N/A	R	N/A
58	New Entity Formation/Management (FY26)	Communications Program	Website Updates & Management	JPA to discuss at formation. Propose Coordination Committee Ad Hoc for formation?	SLDMWA			I			
59	New Entity Formation/Management	Communications Program	Communications Plan	HG to support development with SLDMWA for JPA budget development.	SLDMWA/HG			I	R	I	C



TO: Coordination Committee
Agenda Item No. 12

FROM: Anona Dutton / Amir Mani, EKI

DATE: September 8, 2025

SUBJECT: Update on Subbasin Comments on DWR SGMA Subsidence Draft Best Management Practices

Recommendation

No specific direction required at this time.

Discussion

On July 24, 2025 the California Department of Water Resources released its [*Draft Best Management Practices on Managing Land Subsidence in California*](#) (BMP) for public comment, to help local water agencies address land subsidence, support groundwater reliant communities, and help meet objectives set by the Sustainable Groundwater Management Act (SGMA) to avoid or minimize current and future impacts of subsidence.

At the August 11, 2025, meeting, EKI provided an overview of the draft BMPs and received feedback to begin developing a comment letter on the BMPs. An update on the status of those comments and the initial BMP assessment/review by EKI is provided as **Attachment 1**.

For discussion purposes only

REVIEW OF DWR DRAFT SUBSIDENCE BMP

For discussion purposes only

EKI WORK EFFORTS - PROGRESS UPDATE


- Iner-basin coordination:
 - Attended Chowchilla Basin mtg (8/20)
 - Supported response to Westlands letter
- SWRCB coordination:
 - Submitted additional materials
 - Attended SWRCB mtgs (7/22 and 8/20)
- Technical Support:
 - Reviewed Subsidence BMP & drafted comment letter
 - Finalizing PRP/GSP Dashboard

For discussion purposes only

DWR SUBSIDENCE BMP REVIEW

- Slides presented to CC on Aug 11, included in the meeting packet.
- EKI drafted a comment letter, awaiting feedback.

For discussion purposes only



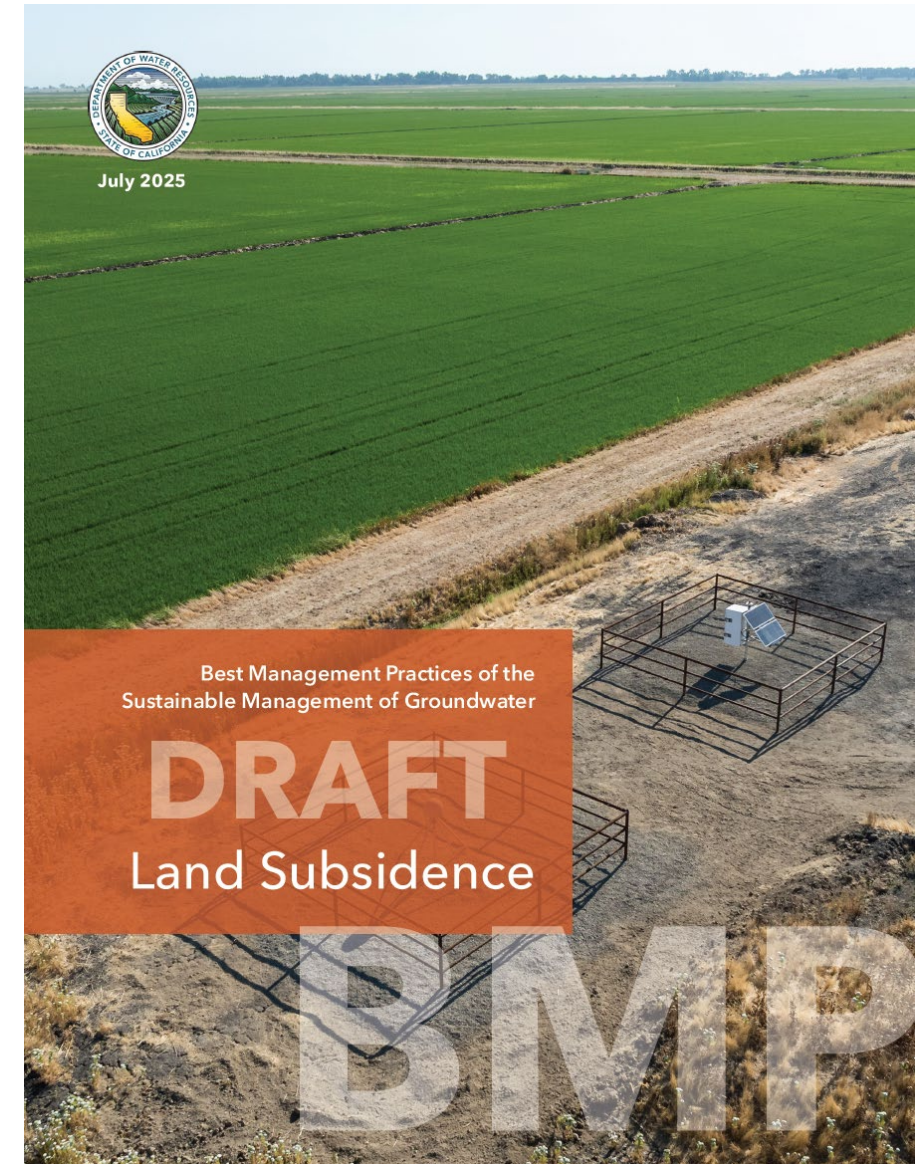
Questions?

eki

DRAFT SUBSIDENCE BMP

DWR DRAFT LAND SUBSIDENCE BMP

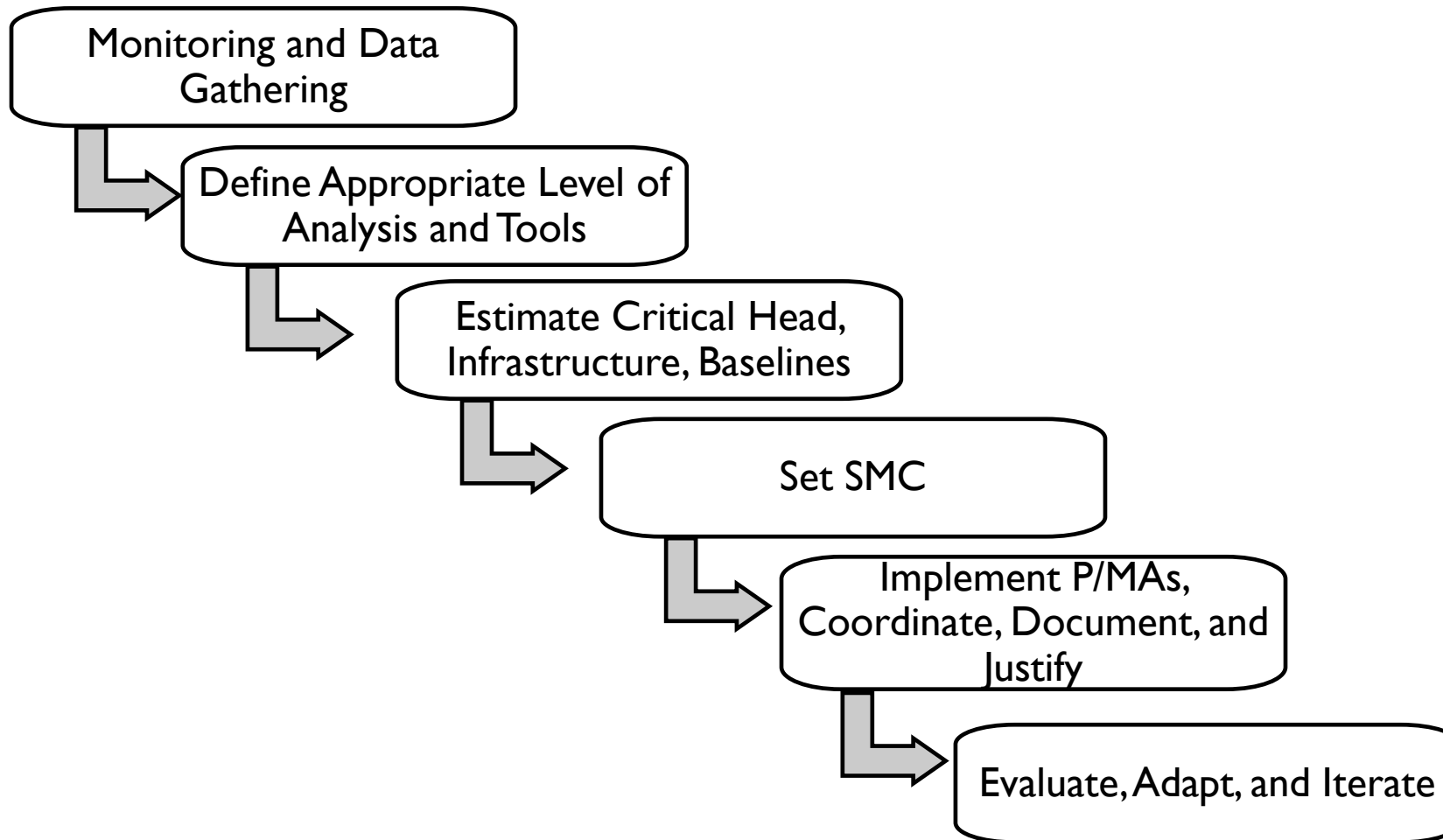
- Released 24 July 2025
- Public comment period ends 22 Sept. 2025
- Includes recommendations for monitoring, estimating critical head, and setting SMCs
- The BMP also sets expectations for how subsidence SMCs, infrastructure protection, and subsidence response will be evaluated by DWR in future plan reviews



KEY PRINCIPLES OUTLINED IN THE BMP

- Monitoring is the backbone, but it is not just about subsidence measurements
 - *GWs and Pumping (metering) monitoring are emphasized*
- GSAs have broad authority under SGMA, and they should use it
 - *Well registration, metering, and permitting (with Counties)*
 - *Adopt rules and regulations managing pumping*
- Reference point is critical heads not lowest GWs
 - *Infrastructure coordination is mandatory*
 - *Modeling is not an optional analysis anymore if subsidence is a significant consideration*
- GSAs need to prevent substantial additional impact to land uses and infrastructure through revised SMC and update P/MAs; GSAs/pumpers may need to pay to mitigate otherwise
 - *Principle: “Raise GWs above critical head as high and as rapidly as possible.”*
 - *GSA Managers should “weigh the risk of future subsidence, and the potential revenue associated with that groundwater pumping, with the potential costs to repair infrastructure impacted by subsidence”*
 - *BMP cites a judgment indicating that entities may be held liable for damages caused by subsidence*

ENVISIONED SUBSIDENCE MANAGEMENT PROCESS



Regional Subsidence Management











- BMP acknowledges regional impacts on subsidence and GWLs
- Notes obligation under SMGA to coordinate with neighboring subbasins
 - Encourages documentation such as memoranda of understanding, legal contracts, interbasin agreements, or other forms of cooperation
- Lacks detailed guideline on resolving significant differences and may be an area for Basin to comment and request additional guidance

IMPLICATIONS FOR DELTA-MENDOTA SUBBASIN

- The GSP / GSAs are already complying with most of the outlined best practices (see checklist on slide 12)
 - *Key points of alignment are MTs at 2015, use of a model, and SMCs and monitoring across the entire Basin*
- Some of the key points of the BMP related to risks of allowing MTs to go below historical lows (or critical heads) helps our case with points we have made on adjacent basins' MTs (e.g., Chowchilla and Westlands)
- Potential remaining vulnerabilities remain related to:
 - *Coordination with entities responsible for managing critical infrastructure*
 - *Actually doing everything that was committed to in GSPs and PRPs; DWR will review GSP after SWRCB Exit and at 5-year evaluations*
 - *Being able to effectively demonstrate that some the observed subsidence is due to non-Basin causes*

RECOMMENDATIONS

- Increase GWL monitoring frequency to monthly wherever possible, especially in subsidence-prone areas
- Build on and enhance the performed technical analysis
 - Extend and improve subsidence modeling, including analysis of zonal critical heads
 - Improve subsidence simulation and regional impacts on local GWLs and subsidence as committed in the GSP
- Continue engagement with neighboring basins and managers/operators of key infrastructure
- Provide comments on the BMP, specifically requesting additional guidance on regional subsidence and coordination of SMC → Public comments are due Sep 22, 2025

BMP Compliance Checklist			58
Proposed BMP	Approach used in GSP / Actions Taken	Alignment	
Monitor and use all available subsidence data/stations	GSP uses all subsidence data and SMC is based on both InSAR and station data		
High frequency GWL monitoring, well registration and well metering	GSP requires quarterly monitoring or more frequent, PRP may require monthly GWLs and requires registration and metering		
SMC are defined anywhere in the Basin	Subsidence SMC are defined at any point in the Basin		
Model subsidence, assess critical heads, and project subsidence on critical infrastructure	Integrated modeling including subsidence simulation using approved model (CVHM2); commitment to improve and apply		
Catalogue infrastructure vulnerable to subsidence	GSP focuses on DMC and CA Aqueduct		
SMC to be coordinated with infrastructure entities and incorporate specific tolerances	Engagement during GSP development and public comments periods; on-going coordination post-adoption		
SMC is not based on GWLs but maintains GWLs above historical levels	Subsidence SMC are not based on GWLs, GWL SMC are based on 2015 WLs		
Prevent onset of new subsidence and avoid additional subsidence	GWLs maintained above 2015 WLs, PRP intends to prevent GWL declines below 2015 levels and prevent significant additional subsidence		
P/MAs specific to subsidence mitigation are developed and implemented	Demand management and supply augmentation projects are defined and being implemented including PRP		
Coordinate with neighboring basins on regional subsidence	Ongoing, planned in the GSP, and comment letters provided to neighboring basins		

OTHER HIGHLIGHTS

- *“Although the BMP references and discusses provisions and concepts from SGMA and the GSP Regulations, it does not create new requirements or obligations for the GSAs or other interested parties and is not a substitute for compliance with SGMA and the GSP Regulations.”*
- *“While the dominant mechanism resulting in land subsidence is related to groundwater withdrawals, subsidence can also result from oil and gas operations (extraction of water and oil), tectonic and volcanic activity, hydrocompaction of historically dry sediment that becomes saturated, the elastic loading of the Earth’s crust due to mass changes, thawing of permafrost, and oxidation of organic matter such as peat soil.^{2,3} This Subsidence BMP focuses on the management of compaction due to declines in groundwater levels.”*

OTHER HIGHLIGHTS

- *“Historical modeling studies and recent one-dimensional (1D) compaction models show that delayed compaction of clay layers, and consequent residual subsidence, can occur over decades to centuries.”*
- *“When identifying infrastructure, groundwater managers should assess specific impact criteria that may limit functionality or performance, including: Physical damage; Perturbation of designed operating conditions; Increased maintenance due to reduced operational flexibility; Reduced capacity to convey water or control flooding; Broader impacts to the basin or other basins reliant upon that infrastructure”*
- *“The reality is that many groundwater managers, who are required to manage a basin for various beneficial users and uses, may not be able to immediately manage to avoid or minimize subsidence. These managers should weigh the risk of future subsidence, and the potential revenue associated with that groundwater pumping, with the potential costs to repair infrastructure impacted by subsidence. As explained in this BMP, the actual cost-benefit analysis of achieving sustainability—when all factors are considered—is not simple and can reveal that it is in the long-term interests of a basin to achieve sustainable groundwater management, which includes addressing subsidence.”*

OTHER HIGHLIGHTS

- “Groundwater managers have the ability to limit future subsidence based on how they choose to manage groundwater levels.”
- “Each time repairs are made to infrastructure, should land subsidence in that area continue, there is a risk that the repairs themselves will become stranded or ineffective, and even more additional costs must be expended on yet more repairs. The key to minimizing damage and costs associated with land subsidence is managing the basin to avoid or minimize land subsidence, not simply repairing the damage without addressing the root cause.”
- “Although general public funds and specific infrastructure owners and their ratepayers have in the past paid to repair damage caused by subsidence, under California law, groundwater pumpers may also be liable for damages caused by subsidence from their groundwater pumping. For example, in *Los Osos Valley Associates v. City of San Luis Obispo* (1994) 30 Cal.App.4th 1670, the owner of a shopping mall sued the city for structural damage caused by subsidence from the city’s increased groundwater pumping during a drought. The court announced: “The rule, as it pertains to subterranean water, is stated in the Restatement Second of Torts section 818: ‘One who is privileged to withdraw subterranean water, oil, minerals, or other substances from under the land of another is not for that reason privileged to cause a subsidence of the other’s land by the withdrawal.’” Accordingly, the court held that “the City may not ... avoid compensation for the physical destruction of [plaintiffs’] buildings due to its groundwater pumping operations,” and affirmed that the city was liable for physical damage to the buildings owned by plaintiff. The potential for liability should further incentivize efforts to avoid or minimize subsidence in basins where costly infrastructure damage or other risks could occur.”

OTHER HIGHLIGHTS

- *“GSAs must evaluate the amount of subsidence and groundwater level decline that has recently occurred in a basin and continuously evaluate whether the sustainable management criteria for groundwater levels will avoid causing undesirable results for land subsidence. If it is determined that management criteria for groundwater levels may lead to undesirable results for land subsidence, this indicates the Plan may not reach sustainability for the basin and the sustainable management criteria should be updated.”*
- *“Each GSP that has proposed to lower groundwater levels below recent low levels should establish undesirable results and provide clear qualitative and quantitative definitions.”*
- *“The best practices for establishing minimum thresholds for subsidence reflect the intent of SGMA to avoid or minimize subsidence.”*
- *If substantial interference has already occurred to land uses from subsidence, ... The GSA should then set the minimum threshold as the amount of additional subsidence that does not cause further substantial interference with land uses that the **GSA cannot pay to mitigate.**”*



TO: Coordination Committee
Agenda Item No. 13

FROM: Taylor Blakslee, Hallmark Group

DATE: September 8, 2025

SUBJECT: Program Management Report

Recommendation

None; information only.

Discussion

Provided as **Attachment 1** is an update on the following items:

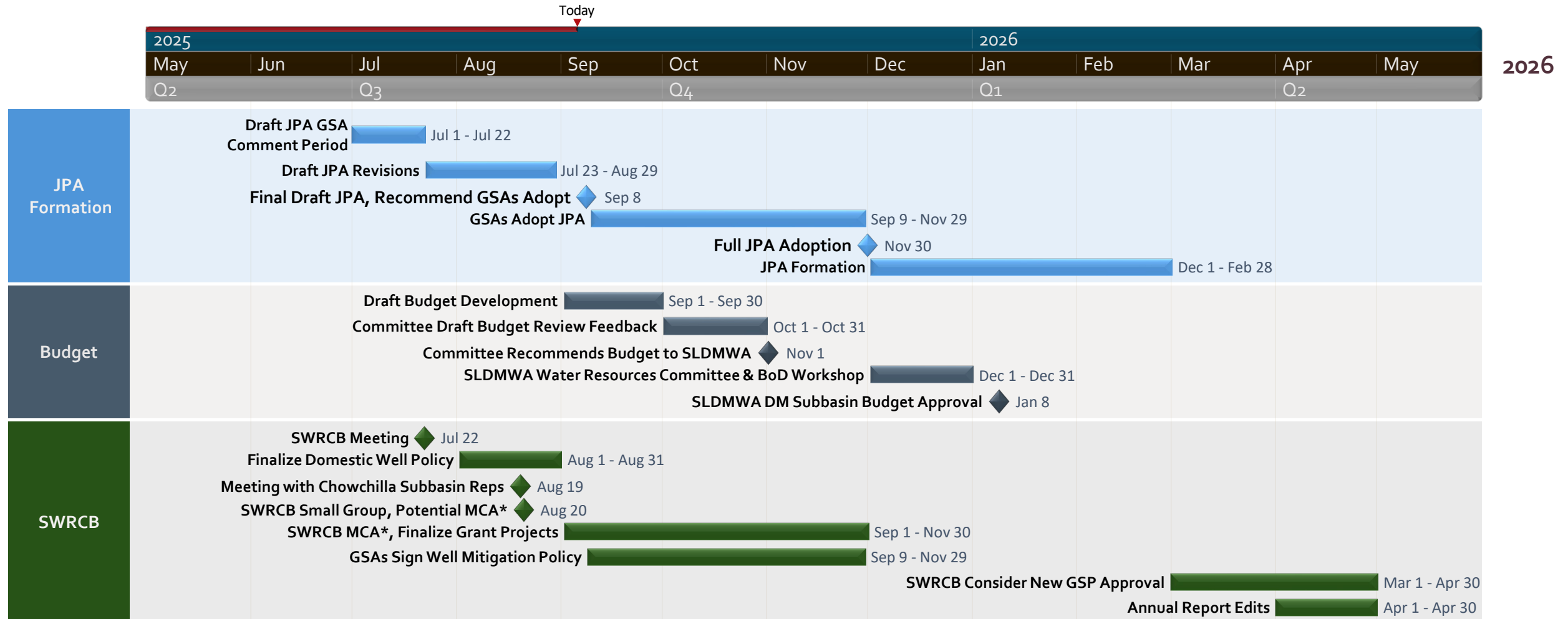
- a. Review of Previous Meeting Action Items
- b. Schedule of Key Milestones

Delta-Mendota Subbasin

Meeting Date	Agenda Item	Agenda Topic	Action Item	Assigned	Due Date	Status
8/11/2025	10	Direction to Submit a Letter to DWR Requesting Prop 4 Grant Funds are Awarded in Advance of Fiscal Year 2027-2028	Draft Prop 4 letter for J. Hopkins signature and distribution.	K. Liddy	9/1/2025	Done
8/11/2025	11b	Budget Development	Include agenda item at Sep CC meeting to review Task Matrix for scope, roles, and budgeting. Set up budget ad hoc meeting including Lauren Viers (SLDMWA), following the Sep CC meeting.	T. Blakslee	9/8/2025	In Progress
8/11/2025	16b	Update on Status of Subsidence Monitoring Project	LSCE (A. Frances) to provide W&C with updated ISW costs	A. Francis	9/1/2025	In Progress
8/11/2025	16c	Update on Status of All Grant Projects	W&C to confirm Q2 grant costs with GSAs and develop plan to reallocate money for review at the Sep CC meeting.	L. Dumas	9/1/2025	In Progress
8/11/2025	17b	Update on Pumping Reduction Plan and GSP Implementation Tracking and Exceedance Reporting	GSAs provide GSA representative contact to EKI.	GSAs	9/1/2025	In Progress
8/11/2025	18	Next Steps	Distribute WWD and Chowchilla comment letters.	K. Liddy	9/1/2025	Done

13. Delta-Mendota Coordination Committee of Schedule of Key Milestones⁶⁵

Taylor Blakslee



*Minor Corrective Action (MCA)



TO: Coordination Committee
Agenda Item No. 14a

FROM: Lisa Beutler, Stantec

DATE: September 8, 2025

SUBJECT: Update on Status of Meetings with Adjoining Subbasins Regarding Comment Letters on
Periodic Evaluations

Recommendation

None; information only.

Discussion

An overview of the interbasin basin meetings being scheduled and status of those meetings is provided as **Attachment 1**.

September 3, 2025

Delta Mendota Subbasin Interbasin Coordination Meeting Scheduling

Subbasin	Delta Mendota Lead(s) & Other Delta Mendota Attendees	Subbasin Plan Manager, Other Key GSA Contacts	Subbasin Consultant Team(s)	Status
Tracy Subbasin	Vince Lucchessi (Lead) Adam Scheuber, Jarrett Martin, Joe Hopkins, John Wiersma, Chase Hurley, Matt Garcia	Ashley Couch (Lead), Venki Narasimhalu, Greg Gibson, Lea Emmons, Alex Chetley, Brandon Nakagawa, Danisha McDonald	Richard Schatz, GEI	Completed, July 9, 2025 Agenda Items: <ul style="list-style-type: none"> Tracy Subbasin Annual Report Highlights Delta - Mendota Subbasin Annual Report Highlights Overview and Status of Project Management Actions and discussions on options for potential collaboration and coordination Cross Basin Considerations [Data Gaps, Other] Next steps and Reflections of Subbasin Representatives Meeting Recording: https://youtu.be/0P0ixMHRyIU
Chowchilla	John Wiersma, Jarrett Martin, Joe Hopkins, Amir Mani, Anona Dutton	Doug Welch, Lacey McBride, Sarah Woolf, Brad Samuelson	John Davids, Davids Engineering (Meeting point of contact) Pete Loeffler, LSCE	Completed August 19, 2025 Agenda Items: <ul style="list-style-type: none"> DM Subsidence Chowchilla Demand Management Collaboration ISW Relationship building
Madera	State Water Contractors	Stephanie Anagnoson TBD	John Davids, Davids Engineering (Point of Contact)	Subbasin has requested to continue coordination through existing State Water Contractor discussions and elevate key issues to a subbasin meeting as needed

Subbasin	Delta Mendota Lead(s) & Other Delta Mendota Attendees	Subbasin Plan Manager, Other Key GSA Contacts	Subbasin Consultant Team(s)	Status
Merced	Chase Hurley, John Wiersma, Jarrett Martin, Joe Hopkins, Amir Mani, Anona Dutton	[Chase Hurley] Matt Beaman, Merced ID (Lead) mbeaman@mercedid.org – 209-354-2859. Lacy McBride, Merced County	Jim Blanke & Chris Hughes (Point of Contact) , Woodard & Curran-	Discussing Meeting Dates – Current Agenda Items: <ul style="list-style-type: none"> • Subsidence • Interconnected Surface Water • Pumping reduction planning • 2025 Update and periodic review • Impact of divergent subbasin MT assessments
Modesto / Turlock	Vince Lucchessi (Lead) Adam Scheuber, Jarrett Martin	Sarah Woolf Eric Thorburn (Point of Contact) Michael Cooke Lacey McBride Christy Mckinnon	Todd Groundwater	Discussing Meeting Dates Current Agenda Items:
Kings	Joe Hopkins, Jarrett Martin, Jim Stillwell, Auggie Ramirez	Will coordinate through Ronald Samuelian - Provost & Pritchard Consulting Group		Fall 2025
Westside	Chase Hurley, Steve Stadler, John Wiersma, Jarret Martin, Joe Hopkins	Will Coordinate through Kitty Campbell, Westlands		Fall 2025
East San Joaquin	N/A	Julia Berry (Point of Contact) San Joaquin County Brandon Nakagawa		No additional action needed at this time



TO: Coordination Committee
Agenda Item No. 16a

FROM: Andrew Francis, LSCE

DATE: September 8, 2025

SUBJECT: Update on Status of Interconnected Surface Water (ISW) Well Construction Project

Recommendation

None; informational only.

Discussion

On update on the status of installation of grant-funded interconnected water surface wells is provided as **Attachment 1**.

ISW-3 Merced County/CDFW

- Living Water Well Drilling began construction of ISW-3 on 9/4
- Anticipated to be completed week of 9/22



ISW-1 Stanislaus County

71

- Well location moved from River Road to Orchard Road
- Notice of Exemption uploaded to State Clearing House on 8/20/2025
 - SCH Number: 2025080838
- Final specifications sent to Stanislaus County on 9/4
- 35-Day Posting period over on 9/24/2025





TO: Coordination Committee
Agenda Item No. 16c

FROM: Natalie Cochran, Woodard & Curran

DATE: September 8, 2025

SUBJECT: Update on Status of All Grant Projects

Recommendation

None; informational only.

Discussion

On update on the spending to-date and projected spending for grant component projects is provided as **Attachment 1**.

Component #	Component Name	Grant Award	Grant Funds Spent (as of Q2)	Grant Funds Remaining (as of Q2 2025)	Q3 2025 - Projected	Q4 2025 - Projected	2025 - Total Projected	Total Grant Funds Remaining after Q4 2025
1	Los Banos Creek Recharge and Recovery	\$1,000,000	\$121,144	\$878,856	\$200,000	\$548,773	\$748,773	\$130,083
2	Flood Water Capture	\$1,000,000	\$0	\$1,000,000	\$250,000	\$250,000	\$500,000	\$500,000
3	Chowchilla Bypass Recharge	\$1,000,000	\$0	\$1,000,000	\$500,000	\$500,000	\$1,000,000	\$0
4	Lateral 4N Reservoir Recapture and Recirculation	\$129,991	\$129,991	\$0	N/A	N/A	\$0	\$0
5	North Valley Regional Recycled Water	\$272,270	\$176,317	\$95,953	\$47,976	\$0	\$47,976	\$47,976
6	Farmers Water District Water Bank	\$691,300	\$323,096	\$368,204	\$350,000	\$20,000	\$370,000	-\$1,796
7	Los Banos Creek Detention Reservoir Regulation and Storage	\$600,000	\$0	\$600,000	\$0	\$600,000	\$600,000	\$0
8	Data Gaps and Monitoring - SLD MWA	\$640,000	\$159,024	\$480,977	\$150,000	\$125,000	\$275,000	\$205,977
8	Data Gaps and Monitoring - Aliso WD	\$134,400	\$134,400	\$0	N/A	N/A	\$0	\$0
8	Data Gaps and Monitoring - Farmers WD	\$75,000	\$2,556	\$72,444	\$60,000	\$2,609	\$62,609	\$9,835
8	Data Gaps and Monitoring - Fresno Co	\$80,000	\$80,000	\$0	N/A	N/A	\$0	\$0
9	GSP Revisions, Updates, and Modifications - Aliso WD	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0
9	GSP Revisions, Updates, and Modifications - Farmers WD	\$277,891	\$203,600	\$74,291	\$26,781	\$26,782	\$53,563	\$20,728
9	GSP Revisions, Updates, and Modifications - Fresno Co	\$175,514	\$175,514	\$0	N/A	N/A	\$0	\$0
9	GSP Revisions, Updates, and Modifications - Grassland	\$121,367	\$91,653	\$29,714	\$0	\$0	\$0	\$29,714
9	GSP Revisions, Updates, and Modifications - SJREC	\$96,202	\$96,202	\$0	N/A	N/A	\$0	\$0
10	Outreach and Engagement - Farmers WD	\$37,109	\$37,109	\$0	N/A	N/A	\$0	\$0
10	Outreach and Engagement - Fresno Co	\$23,486	\$23,486	\$0	N/A	N/A	\$0	\$0
10	Outreach and Engagement - Grassland	\$16,133	\$16,133	\$0	N/A	N/A	\$0	\$0
10	Outreach and Engagement - SJREC	\$36,298	\$36,298	\$0	N/A	N/A	\$0	\$0
11	Studies and Investigations	\$45,000	\$37,250	\$7,750	\$0	\$7,750	\$7,750	\$0
12	Orestimba Creek Recharge and Recovery Project	\$1,000,000	\$1,000,000	\$0	N/A	N/A	\$0	\$0
13	Lateral 5S/6S Reservoir Recapture and Recirculation	\$98,039	\$46,463	\$51,576	\$25,788	\$25,788	\$51,576	\$0



TO: Coordination Committee
Agenda Item No. 17

FROM: Taylor Blakslee, Hallmark Group

DATE: September 8, 2025

SUBJECT: GSP Implementation Updates

Recommendation

None; information only.

Discussion

a. Update on August Groundwater Level and Quality Monitoring and DMS Upload

A reminder of groundwater level and quality monitoring data collection and uploading to the data management system is provided as **Attachment 1**.

b. Update on Pumping Reduction Plan and GSP Implementation Tracking and Exceedance Reporting

An update on the Pumping Reduction Plan and GSP tracking dashboard is provided as **Attachment 2**.

c. Report from GSAs with Exceedances

Verbal update.

Groundwater Level and Quality Monitoring Reminder:

Natalie Cochran / Leslie Dumas, Woodard & Curran

A reminder that the single GSP indicates groundwater levels will be monitored on a quarterly basis and groundwater quality will be monitored on a biannual basis. The target months for groundwater level monitoring are February, May, August, and November and groundwater quality will be monitored in February and August. GSA Group representatives are required to collect at least one measurement/sample during each target month at each representative monitoring site.

For groundwater quality, constituents to be analyzed for are arsenic; nitrate; 1,2,3-TCP; gross alpha radioactivity; TDS; and hexavalent chromium (lab analytical methods attached).

Please refer to Table MN-1 for your respective monitoring responsibilities and Section 14.3 for monitoring protocols in the single GSP: https://deltamendota.org/wp-content/uploads/2024/0729GSPDocs/14_Monitoring%20Network.pdf

Please upload your data to the DMS one month following the close of the monitoring/sampling event (i.e., September 30th for the August monitoring/sampling event).

Reminder: Please continue to monitor RMN wells and if wells cannot be monitored, please submit a no measurement code to the DMS. It is critical for newly monitored wells to conduct monitoring to build a historical record for eventual numeric SMC development.

PRP AND GSP IMPLEMENTATION TRACKING

PRP/GSP IMPLEMENTATION UPDATE AND NEXT STEPS

- Received emails for Dashboard access (thank you!)
- Received DMS connection from Houston Eng. on Aug 19. EKI is finalizing automatic data import to the Dashboard.
- Basin Dashboard Delivery:
 - EKI will hold a Walkthrough Session with all Basin Dashboard Users to explain features and application.
 - Delivery will include a live link, ReadMe instruction file, and instructions tab & video.
- EKI is working with Hallmark to organize the 2-hr Walkthrough Session through a doodle poll for mid September.

PRP REMINDER #2: FUTURE DEADLINES

- **Component #1: Monitoring & Reporting**
 - Well registration and Well Metering deadline is January 2026.
 - Need to replace composite or production wells used as RMWs by 2030.

- **Component #2: Overdraft Reduction**

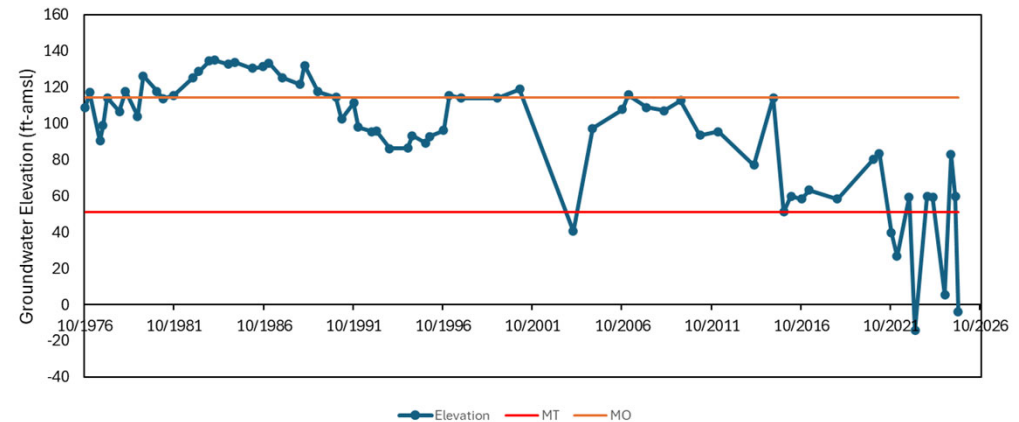
GSA Groups / Zone	2026 Target (AFY)	2030 Target (AFY)
Aliso, Farmers, Fresno (Zone 1)	1,140	5,700
Grassland and SJREC (Zone 2)	1,552	7,758
NDM (Zone 3)	1,805	9,023
CDM (Zone 4)	3,749	18,743

- **Components #3 (GWL-MT Avoidance) & #4 (WQ MT Exceedance):**
SMC Update and Revision by 2025 Annual Report

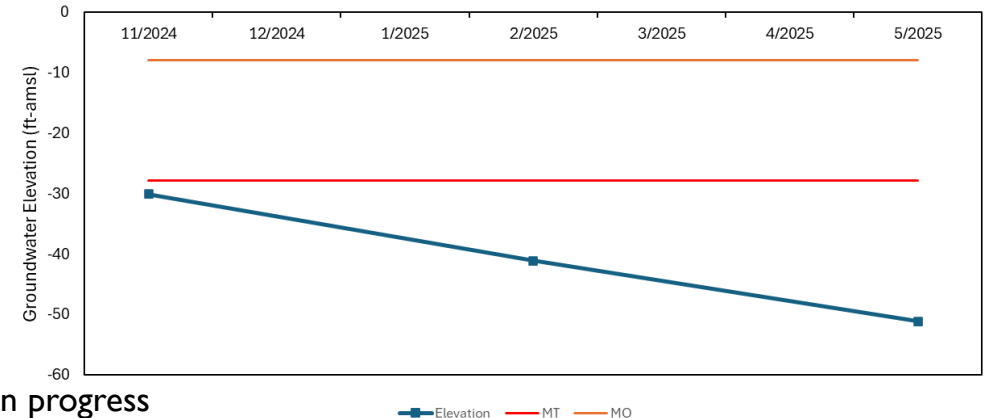
GWL-MT EXCEEDANCE AVOIDANCE

- Well 09-001 (Aliso GSA) had MT exceedance in fall 2024*
 - Aliso GSA PRP requires verification that data is not an anomaly
 - If not anomaly, implement groundwater allocation backstop.
- Well 07-189 (CDM) had MT exceedance in fall 2024
 - Investigation conducted in spring 2025; reported to CC and the CDM GSA Group
 - Voluntary action (pumping reduction) taken in summer 2025
 - Also SMC will be revised when more data is collected
 - Remains on watchlist

09-001 Hydrograph



07-189 Hydrograph



Notes: * confirmation with Houston on data upload is in progress

WQ-MT EXCEEDANCE

- Awaiting 2025 seasonal low WQ samples to be uploaded to the DMS
- 12 wells had MT exceedances in 2024 and remain on the watchlist. Confirmation sample is needed.

Site Name	Constituent	Analysis Date	GSA	Reason
14-003	TDS	8/6/2024	SJREC	MT Exceedance
14-005	TDS	8/6/2024	SJREC	MT Exceedance
02-009	Nitrate	8/5/2024	City of Patterson	MT Exceedance
02-009	TDS	8/5/2024	City of Patterson	MT Exceedance
07-034	TDS	6/11/2024	Central DM	MT Exceedance
07-028	TDS	6/12/2024	Central DM	MT Exceedance
07-036	TDS	7/24/2024	Central DM	MT Exceedance
07-018	TDS	8/11/2024	Central DM	MT Exceedance
07-031*	TDS	9/9/2024	Central DM	MT Exceedance
07-032*	TDS	9/9/2024	Central DM	MT Exceedance
01-004	Nitrate	8/14/2024	DM-II GSA	MT Exceedance
03-007	TDS	8/13/2024	PID	MT Exceedance



Notes: * confirmation with Houston on data upload is in progress

Questions?