



Meeting of the Northern Delta-Mendota Region Management Committee

Wednesday, November 5, 2025, 1:00 PM

IN PERSON

**Patterson City Council Chambers
1 Plaza Circle, Patterson, CA**

Teleconference Locations:

Members and public may also join this meeting at the Zoom link below

<https://zoom.us/j/98061033145>

Webinar ID: 980 6103 3145

Call-in Number: +1 (669) 900-6833

Call-in Passcode: 98061033145#

November 5, 2025

TO: Northern Delta-Mendota Region Management Committee and Interested Parties

FROM: Bobby Pierce, Committee Chair

**RE: MEETING OF THE NORTHERN DELTA-MENDOTA REGION MANAGEMENT COMMITTEE
Wednesday, November 5, 2025, 1:00 PM**

NOTICE IS HEREBY GIVEN that a Meeting of the Northern Delta-Mendota Region Management Committee has been called for **Wednesday, November 5, 2025, 1:00 PM**, on items listed on the attached agenda, which is incorporated by reference and made a part hereof.



Meeting of the Northern Delta-Mendota Region Management Committee

Wednesday, November 5, 2025, 1:00 PM

AGENDA

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

OPEN SESSION

Consent Calendar

5. Committee to Review and Take Action on the Consent Calendar (Pierce)
 - a. Minutes of the October 1, 2025 Northern Delta-Mendota Region Management Committee Meeting
 - b. Budget to Actual Report

Report Items

6. Committee to Revisit Format to Express Support for WSID's Petition for Water Rights Change to the State Water Resources Control Board
7. SGMA Round 1 Grant Implementation Activities (Dumas/Cochran)
8. Outreach & Engagement (Palys)
 - a. Update on Meetings with Adjoining Subbasins Regarding Comment Letters on Periodic Evaluations
 - b. Well Mitigation Policy Outreach Direction from Coordination Committee
9. Delta-Mendota Subbasin Budget (Blaksee)
10. JPA Status (Layne)
 - a. Committee to discuss Northern Delta-Mendota Region Management Committee transition following JPA adoption
 - b. JPA schedule and status update
11. GSP Implementation Updates (Cochran/Dutton)
 - c. Update on Recent Groundwater Level Monitoring and Groundwater Quality Sampling (Cochran/Dumas)
 - d. Update on Pumping Reduction Plan and GSP Implementation Tracking and Exceedance Reporting (Dutton/Mani)
12. Program Management Report (Palys)

- e. Review of Previous Meeting Action Items (Palys)
- f. Schedule of Key Milestones (Palys)

Closed Session

13. Conference with Legal Counsel – Anticipated Litigation

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

Open Session

14. Report from Closed Session (Layne)

15. Next Steps (Palys)

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

17. Next Meeting (Pierce)

18. Adjournment (Pierce)



Northern Delta-Mendota Region Management Committee
Draft Meeting Minutes
Wednesday, October 1, 2025, 1:00 PM
Patterson City Council Chambers, 1 Plaza Circle, Patterson, CA

Northern Delta-Mendota Region Management Committee Members and Alternates Present

Adam Scheuber, Alternate – Del Puerto Water District (DPWD)
Vince Lucchesi, Member – Patterson Irrigation District (PID)
Lacey McBride, Member – Merced County
Christy McKinnon, Member – Stanislaus County
Maria Encinas, Member – City of Patterson

San Luis & Delta-Mendota Water Authority (SLDMWA) Representative Present

Scott Petersen, Water Policy Director

Others Present

Caleb Stearns
Edith Martinez, City of Patterson
Kait Palys, INTERA
Larrisa Camara, City of Patterson
Matt Garcia, Del Puerto Water District

Others Present via Zoom

Joel Andrews, City of Patterson
John Brodie, Water & Land Solutions
Lauren Layne, Baker Manock & Jensen (BMJ)
Leslie Dumas, Woodard & Curran
Liam's Iphone
Karlee Liddy, Hallmark Group
Susan Xie, EKI
Taylor Blakslee, Hallmark Group

1. Call to Order/Roll Call

Committee Member Lucchesi called the meeting to order at 1:03 p.m.

2. Pledge of Allegiance

Committee Member Lucchesi led attendees in 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

No public comment was provided.

OPEN SESSION

Consent Calendar

5. Committee to Review and Take Action on the Consent Calendar

- a. Minutes of the September 3, 2025 Northern Delta-Mendota Region Management Committee Meeting

A minor revision will be made where Kait Palys (INTERA) made a comment, rather than Committee Member Scheuber. Staff will make the revision before posting the September 3, 2025 Meeting Minutes to the website.

- b. Budget to Actual Report

Motion

Committee Member Maria Encinas provided the motion to approve the September 3, 2025 meeting minutes and the budget to actual report. Committee Member Adam Scheuber seconded. The motion passed unanimously.

Action Items

6. Committee to Review and Consider Support for WSID Petition for Water Right Change to the State Water Resources Control Board

Member Lucchesi gave brief background on the planning for a future petition before the State Water Resources Control Board. The petition would include a change in place of use and purpose of use.

Committee Member Adam Scheuber provided background on historical use and deliveries of around 80,000 acre-feet. He stated there is room in the water right to increase their deliveries for the benefit of the Northern Regional Management Group to reduce groundwater pumping and meet GSA goals. He also stated that an area of the City of

Patterson is part of West Stanislaus, and the petition asked to include deliveries to those areas. He asked the committee to consider a letter of support for the petition.

Committee Member Lucchesi mentioned that at the approval or direction of Chair Pierce (not present at the meeting), that staff may draft a letter of support on Northern Delta Mendota letter head and have him, or member Scheuber, or Chair Pierce revise the document before sending.

Motion

Committee Member Scheuber provided the motion that the Committee would exercise support of the WSID Petition for Water Right Change to the State Water Resources Control Board, in a format (e.g. letter) that will be determined at a later date. Committee Member Christy McKinnon seconded the motion, and it passed unanimously.

Report Items

7. SGMA Round 1 Grant Implementation Activities

a. Current Status

Leslie Dumas, with Woodard & Curran, gave a summary of the key grant dates and status of deliverables. She highlighted a few requests including (1) please send deliverables as they are completed. (2) If you do not remember the deliverable type, please reach out. (3) If the GSA is working on a construction project, the GSA must complete a monitoring plan. Please reach out for details. (4) If the GSA completes project components before the end of the year, let her know so she can send out a component completion form.

b. Final Project Changes- Amendment 5

Leslie Dumas covered this item in her updates and reminders to the Committee.

8. Outreach & Engagement

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

Ms. Palys stated that the committee can move past this if no one has further updates and Committee Member Lucchesi agreed. Member Scheuber mentioned that the Turlock scheduling is underway, still.

b. Well Mitigation Policy Implementation Outreach Commitments

Ms. Palys provided an overview of the outreach strategy and commitments outlined in the Well Mitigation Policy.

9. Delta-Mendota Subbasin Budget

Mr. Blakslee provided an overview of the subbasin budget for FY2026, including the two parallel pathways of the Authority developing budget components to present to the Coordination Committee during the October 13 meeting.

Scott Petersen, SLDWA, confirmed Authority as a backstop. Question is still Northern Management Region structure moving forward into the JPA transition.

Member Lucchesi thought that current structure for Northern would work, as they make decisions based on their seat in the Coordination Committee.

Mr. Petersen stated that there is the ability to create activity agreements for direct fee collection and could duplicate that legal framework.

Lauren Layne, with Baker Manock & Jensen, stated that the Northern Committee would essentially be a standing committee of the JPA, under a special project agreement and sub-fund of the JPA. She stated she can prepare a new document of the special project agreement, before elevating to the JPA for redistribution. Could occur at the same time as the amendment to the MOA (November, December).

10. DWR Draft Subsidence Best Management Practices

a. Final Comment Letter

Ms. Layne provided an overview of the final comment letter sent to DWR on behalf of the Subbasin Coordination Committee regarding the Draft Subsidence BMP. The letter was drafted by EKI and reviewed and revised by the ad hoc committee, whose members included Joe Hopkins, Jarrett Martin, Chase Hurley, Rick Iger and Will Halligan. She also provided the ACWA comment letter for awareness. Ms. Palys stated she will distribute the comment letters to Committee Members directly after the meeting. Staff will also distribute the letters to all Coordination Committee Members before the October 13 meeting.

11. Upcoming Requests for Proposals

Mr. Blakslee provided an overview of the timeline for future RFPs for Technical Services and Project Management, as the Coordination Committee works towards JPA transition.

12. JPA Status

Ms. Layne provided an update on the status of the JPA adoption, including the reminder to get it on GSA Board meeting agendas for October or November.

13. GSP Implementation Updates

a. Update on August Groundwater Level Monitoring and Groundwater Quality Sampling

Ms. Dumas provided an updated on the August Groundwater Level Monitoring data, including it being uploaded to the Data Management System. She also reminded GSA representatives to indicate the method of data collection (metered or otherwise) for their pumping by the end of the month.

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

Susan Xie, with EKI, gave an update on the upcoming Dashboard Walkthrough sessions to be held this month, and stated a user guide to the DMS will be sent to GSA representatives beforehand.

Committee Member McKinnon asked if GSA representatives will be able to access all GSA data in the DMS.

Ms. Xie confirmed that folks in their region will be able to see only the GSA data for those within their region, not all GSAs within California.

14. Program Management Report

a. Review of Previous Meeting Action Items

Ms. Palys reminded GSA representatives to have their boards sign or adopt the following: Well Mitigation Policy Adoption, JPA Adoption, and the NDM Region Management Committee Cost Share Agreement.

Ms. Layne clarified that the Northwestern signature block has been removed from the Well Mitigation Policy adoption, as it has already been signed by the two counties that make up the GSA: Merced and Stanislaus.

b. Tasking Matrix

Mr. Blakslee provided background on the purpose of the task matrix and invited folks to continue providing feedback to staff to incorporate into the budget and matrix.

c. Schedule of Key Milestones

Ms. Palys asked if there were any questions regarding the schedule of milestone. There were no comments or questions.

CLOSED SESSION

15. 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: (0 cases)

There were no items to be presented under closed session and it was therefore not held.

OPEN SESSION

16. Report from Closed Session

Nothing to report.

17. Next Steps

Ms. Palys to send out in an email outlining next steps.

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

No reports were discussed under this item.

19. Next Meeting

Next meetings are November 5, 2025 and December 10, 2025.

20. Adjourn

Vice Chair Vince adjourned the meeting at 2:03 p.m.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
MARCH 1, 2025 - FEBRUARY 28, 2026
SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES AGREEMENT
ACTIVITY AGREEMENTS BUDGET TO ACTUAL
NORTHERN DELTA-MENDOTA REGION (FUND 64)
Report Period 3/1/25 - 9/30/25

EXPENDITURES	Annual Budget	Paid/ Expense	Additional Pending	Total Expenses	Amount Remaining	% of Amt Remaining	Expenses Through
<u>Legal:</u>							
Baker Manock & Jensen	\$ 35,000	\$ 6,868	\$ -	\$ 6,868	\$ 28,132	80%	9/3/25
<u>Other Professional Services:</u>							
Contracts	\$ 363,028	\$ 76,369	\$ 35,872	\$ 112,241	\$ 250,787	69%	9/30/25
<u>Other:</u>							
Executive Director	\$ 500	\$ -	\$ -	\$ -	\$ 500	100%	
General Counsel	\$ 1,500	\$ -	\$ -	\$ -	\$ 1,500	100%	
Water Policy Director	\$ 20,000	\$ 4,023	\$ -	\$ 4,023	\$ 15,977	80%	9/30/25
In-House Staff	\$ 2,500	\$ 1,277	\$ -	\$ 1,277	\$ 1,223	49%	9/30/25
Hydrotech 3	\$ 24,423	\$ 9,859	\$ -	\$ 9,859	\$ 14,564	60%	9/30/25
Conferences & Training	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	100%	
Travel/Mileage	\$ 2,000	\$ 73	\$ -	\$ 73	\$ 1,927	96%	5/7/25
Group Meetings	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	100%	
Telephone	\$ 500	\$ -	\$ -	\$ -	\$ 500	100%	
Total Expenditures	\$ 451,451	\$ 98,469	\$ 35,872	\$ 134,341	\$ 317,110	70%	

**NORTHER DELTA-MENDOTA GSAs
SPECIAL PROJECT AGREEMENT**

This SPECIAL PROJECT AGREEMENT (this “Agreement”) is made and entered into as of this 1st day of March, 2026 (the “Effective Date”), by and among the (i) Delta-Mendota Subbasin GSAs Joint Powers Authority (the “Authority”), and (ii) the DM II GSA, City of Patterson GSA, Patterson Irrigation District GSA, West Stanislaus Irrigation District GSA 1, and Northwestern Delta-Mendota GSA (each, a “Member”). The Authority and the Members may be collectively referred to herein as the “Parties” or individually as a “Party.”

RECITALS

A. WHEREAS, the San Luis & Delta Mendota Water Authority (the “SLDMWA”) and the Northern Delta-Mendota GSAs Group executed that certain Northern Delta-Mendota Region Sustainable Groundwater Management Act (“SGMA”) Services Activity Agreement (“Activity Agreement”), made effective as of February 24, 2017, that certain First Amendment, made effective as of April 30, 2017 (the “First Amendment”), that certain Second Amendment, made effective October 16, 2018 (the “Second Amendment”), and that certain Third Amendment, made effective as of July 15, 2025 (the “Third Amendment”); and

B. WHEREAS, the Northern Delta-Mendota GSAs Group previously contracted with the SLDMWA to assist in coordinating administrative, financial, and technical management for each of the GSAs in the Northern Delta-Mendota Subbasin; and

C. WHEREAS, effective as of December 1, 2025, all of the GSAs in the Delta-Mendota Subbasin executed that certain Delta-Mendota Subbasin GSAs Joint Powers Authority Agreement (“JPA Agreement”) forming the Authority; and

D. WHEREAS, the Members desire that the Authority assist them in coordinating administrative, financial, and technical management on a regional basis for the GSAs in the Northern Delta-Mendota Subbasin; and

E. WHEREAS, pursuant to Sections 5.1(k), 6.7(a)(viii), and 9.5 of the JPA Agreement, 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; and

F. WHEREAS, the Parties intend for the Members to be solely responsible for all costs and liabilities associated with this Agreement, with no financial obligations or liabilities imposed on Non-Participating Members.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and the above stated Recitals, which are deemed true and correct and are hereby incorporated herein, the Parties hereby agree as follows:

1. **Limitations**. This Agreement is solely between the Authority and the Members listed above who have executed this Agreement. Any other GSAs who entered into the JPA Agreement that are not signatories hereto (the “Non-Participating Members”) shall have no

rights, obligations, financial responsibilities, or liabilities under this Agreement, including but not limited to costs, liabilities, or implementation of the services described herein.

2. **Purpose.** The purpose of this Agreement is to enable the Authority to provide administrative, financial and technical services to the Members.

3. **Scope of Services.** The Authority shall provide the following services to the Members, as detailed in the Statement of Work attached as Exhibit "A" (the "Services").

4. **Term.** This Agreement shall commence on the Effective Date and continue for an initial term of one year, unless earlier terminated in accordance with Section 10.

5. **Renewal.** This Agreement may be renewed for additional one-year term(s) upon mutual written agreement of the Parties, subject to updated Exhibits as needed.

6. **Costs and Payment.** The Members shall be solely responsible for all costs associated with the Services, including fees, reimbursable expenses, and any applicable taxes. Cost allocation among the Members shall be determined in accordance with the Cost Allocation Schedule attached as Exhibit "B." Non-Participating Members shall have no financial obligations pursuant to this Agreement, and the Authority shall not seek reimbursement or contribution from them for any costs incurred hereunder.

7. **Payment Terms.** Each Member shall pay its allocated share within thirty (30) days of receipt of an invoice from the Authority. Late payments shall accrue interest at [Insert Rate].

8. **Audits and Records.** The Authority shall maintain records of all costs and Services, which shall be available for inspection by the Members upon reasonable notice. The Members may conduct audits at their own expense to verify cost allocations.

9. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation within thirty (30) days with a mutually agreeable mediator, before resorting to termination, litigation, or some other dispute resolution procedure. The process shall be confidential, based on terms acceptable to the mediator and/or mediation service provider. In the case litigation is initiated, either Party shall seek resolution in a court of competent jurisdiction in the [Merced/Stanslaus] County Superior Court.

10. **Termination.** This Agreement shall remain in full force and effect unless and until one of the Parties elects to terminate the Agreement. Any Party may elect to terminate their participation in this Agreement with written notice at least ninety (90) days prior to the termination.

11. **Notices.** All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by email, and shall be deemed sufficiently given if served in a manner specified in this Section 11. The addresses noted below in the signature blocks shall be that Party's address for delivery or

mailing of notices.

Any Party may by written notice to the other Parties specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, two (2) days after the postmark thereon. If sent by regular mail the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notice delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or courier. If notice is received after 5:00 p.m. in the time zone in which the Party is located or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

12. **Indemnification**. Each Member shall indemnify, defend, and hold harmless the Authority and its affiliates from any claims, losses, or liabilities arising from such Member's use of the Services, negligence, or breach of this Agreement. The Authority shall indemnify the Members from claims arising solely from the Authority's gross negligence or willful misconduct in providing the Services.

13. **Limitation of Liability**. The Authority's total liability under this Agreement shall not exceed the total fees paid by the Members. In no event shall either Party be liable for indirect, consequential, or punitive damages.

14. **Amendments**. Amendments to this Agreement must be in writing and signed by all Parties.

15. **Miscellaneous**.

15.1 **Headings**. The subject headings of the sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.

15.2 **Representations**. Each Party represents and warrants that: (i) it has the full right and authority to enter into this Agreement; (ii) its execution and performance will not violate any other agreement; and (iii) it will comply with all applicable laws.

15.3 **No Liability for Non-Participating Members**. Non-Participating Members shall not be subject to any indemnification, liability, or other obligations under this Section or elsewhere in this Agreement.

15.4 **Confidential Information**. Each Party shall protect any confidential information disclosed hereunder and use it solely for purposes of this Agreement.

15.5 **Governing Law**. This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of California (without giving effect to any choice of law principles).

15.6 Waiver. The failure by a Party to enforce any of the covenants, terms, or conditions of this Agreement shall not be deemed a waiver of such breach, or any future breach, of such covenants, terms, or conditions, unless such waiver shall have been made in writing.

15.7 Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

15.8 Severability. If any term or provision of this Agreement shall be held to be invalid or unenforceable in any jurisdiction, for any reason, then it is the intention of the Parties that this Agreement shall be construed and enforced as if such invalid or unenforceable term or provision had never been a part hereof without invalidating the remaining terms and provisions hereof, and that all of the terms and provisions of this Agreement shall remain in full force and effect without regard to such invalidity or unenforceability.

15.9 Entire Agreement. This Agreement and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

15.10 Counterparts. This Agreement may be signed by the Parties in different counterparts, which together shall constitute one agreement, even though all Parties may not have signed the same counterpart.

IN WITNESS WHEREOF, the Authority and 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: _____

DELTA-MENDOTA SUBBASIN GSAS JOINT
POWERS AUTHORITY

Print Name: _____

Title: _____

Address: _____

Dated: _____

CITY OF PATTERSON GSA

Print Name: _____

Title: _____

Address: _____

Dated: _____

DM II GSA

Print Name: _____

Print Title: _____

Address: _____

Dated: _____

NORTHWESTERN DELTA-MENDOTA GSA

STANISLAUS COUNTY

Print Name: _____

Print Title: _____

Address: _____

APPROVED AS TO FORM

By: _____

MERCED COUNTY

Print Name: _____

Print Title: _____

Address: _____

APPROVED AS TO FORM

By: _____

Dated: _____

PATTERSON IRRIGATION DISTRICT GSA

Print Name: _____

Print Title: _____

Address: _____

Dated: _____

WEST STANISLAUS IRRIGATION DISTRICT
GSA 1

Print Name: _____

Print Title: _____

Address: _____

DRAFT

**EXHIBIT “A”
STATEMENT OF WORK
(THE “SERVICES”)**

DRAFT

EXHIBIT “B”
MEMBERS’ PARTICIPATION PERCENTAGES

Agency Name/GSA Coverage	Participation Percentage
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DRAFT