

Minutes of the Special Joint Meeting of the Central Delta-Mendota Region Management Committee and Central Delta-Mendota Groundwater Sustainability Agency

Thursday, November 20, 2025, 10:00 AM **DRAFT**

Board Room, San Luis & Delta-Mendota Water Authority
842 6th St., Los Banos, CA 93635

Central Delta-Mendota Region Management Committee Members and Alternates Present

Aaron Barcellos*, Member – Pacheco Water District
Augustine Ramirez*, Alternate – Fresno County
Amy Montgomery*, Member – Santa Nella County Water District (SNCWD)
Danny Wade*, Alternate – Fresno Slough Water District & Member – Tranquillity Irrigation District (FSWD/TQID)
Wayne Western*, Member – Panoche Water District
Randall Miles*, Member – Eagle Field Water District (EFWD)
Steve Stadler*, Alternate – San Luis Water District (SLWD)
Chase Hurley*, Pacheco Water District
Palmer McCoy*, Member – Mercy Springs Water District
Damian Aragona*, Member – Widren Water District

*Indicates representative, alternate, or second alternate of Central Delta-Mendota GSA

Absent

Merced County
Oro Loma Water District

Others Present

Patrick McGowan – Panoche Water District
Lauren Layne – Baker Manock & Jensen (BMJ)
Sam Cunningham – Provost & Pritchard (P&P)
Joe Hopkins – P&P
Gilbert Torres – Fresno County

Others Present Via Zoom

John Brodie
Leslie Dumas – Woodard & Curran
Juan Cadena, –Mercy Springs Water District
Scott Petersen – San Luis & Delta Mendota Water Authority (SLDMWA)
Jason Dean – Meyers Water Bank
Amir Mani – EKI
Susan Xie – EKI
Kait Palys – INTERA
Karlee Liddy – Hallmark Group
Hannah Dickenson – P&P
Leta Spencer – Silvertip

1. Call to Order/Roll Call

Chair Aaron Barcellos/Pacheco Water District called the meeting to order at 10:03AM.

2. 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.

3. Opportunity for Public Comment

There was no public comment.

4. Committee to Review and Take Action on Consent Calendar (Barcellos)

- a. Minutes for the October 23, 2025 Special Joint Meeting of the Central Delta-Mendota Region Management Committee and Central Delta-Mendota GSA
- b. Budget-to-Actual Report

Wayne Western/Panoche Water District made the motion to approve the Central Delta-Mendota Region Management Committee Consent Calendar. Randy Miles/EFWD seconded. The motion carried unanimously.

5. GSA to Review and Take Action on Consent Calendar (Montgomery)

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Auggie Ramirez/Fresno County made the motion to approve the Central Delta-Mendota GSA Consent Calendar. Wayne Western/Panoche Water District seconded. The motion carried unanimously.

6. Committee to review and consider recommendation that the San Luis & Delta-Mendota Water Authority Water Resources Committee and Board of Directors approve the draft FY27 budget for the Central Delta-Mendota Management Region Activity Agreement (Fund 65) (Petersen)

Scott Petersen/SLDMWA introduced this item and reviewed the proposed budget as outlined in the Board Packet. Mr. Petersen explained that the Central Region Management Committee is considering making a recommendation to the SLDMWA Water Resources Committee and Board of Directors to approve the Central Delta-Mendota Management Region Activity Agreement (Fund 65) for Fiscal Year 2027. This is being done as a backstop for the formation of the Delta-Mendota Subbasin GSAs JPA, which will transition the fiscal and managerial responsibilities away from the SLDMWA.

Mr. Petersen noted that the budget memo does not currently include a cost breakdown by member agency, but that accounting staff are working on preparing those numbers for the next meeting. Mr. Petersen further noted that the budget includes time for SLDMWA staff "Hydrotech 3" at \$25,000 which has previously paid for staff time to collect data from monitoring wells. The member agencies present indicated that they would transition to having their staff collect data and that line item can be removed.

Amy Montgomery/SNCWD made the motion to recommend that the SLDMWA Water Resources Committee and Board of Directors approve the draft budget, with the amendment that the \$25,000 for Hydrotech 3 be removed. Rany Miles/EFWD seconded the motion. The motion carried unanimously.

7. **Committee to review and consider recommendation that the Coordination Committee and San Luis & Delta-Mendota Water Authority Water Resources Committee and Board of Directors approve the draft FY27 budget for the Coordinated Delta-Mendota Management Region Activity Agreement (Fund 63) (Petersen)**

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Mr. Petersen noted an option budget item for Model Calibration services that are proposed at \$525,000. Amir Mani/EKI explained that the model calibration would be used to better evaluate subsidence. This could then be used for future PRP investigations to support identifying which actions were likely responsible for subsidence impacts and could be used for inter-basin discussions with neighboring agencies. Members expressed some concern with the model calibration cost and the utility of the model calibration itself.

Mr. Petersen noted that the Committee could make a recommendation and if the subsequent Northern Region Management Committee or Coordination Committee decisions differed, the Central Region Management Committee would be asked to provide ratification of those changes. Auggie Ramirez/Fresno County made the motion to advance the proposed budget as it currently written with the requirement that action to approve a contract for the model calibration services will require future authorization by the Management committees. Wayne Wester/Panoche Water District seconded the motion. The motion carried unanimously.

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Kait Palys/INTERA provided an overview of the proposed development of Optional Standard Operating Procedures (SOPs) for groundwater monitoring. These SOPs would be intended to provide guidance to reduce anomalies in data. The proposed development fits within the currently budgeted technical support budgets. The Committee provided direction to proceed with the development of the SOPs.

9. **Report of the Representative to the Coordination Committee (Hurley)**

Chase Hurley/Pacheco Water District provided the update on the transition of the fiscal and management services for the Subbasin away from the SLDMWA and to the forthcoming Delta-Mendota Subbasin GSAs JPA. A Request for Proposals (RFP) was developed by the SLDMWA and is out for response. The Coordination Committee provided direction for ongoing conversations with the State Water Resources Control Board regarding getting sent back to

DWR. Members of the Central Management Region provided updates on PRP implementation and exceedances.

10. Committee/GSA to Discuss the Organizational Structure and SGMA Implementation Support for the Central Delta-Mendota Region Under the Delta-Mendota Subbasin GSAs Joint Powers Authority

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Lauren Layne/BMJ provided an overview of the cost share and voting structure for the Central Delta-Mendota Region. A memorandum discussing these items is included in the Board Packet. The 12 agencies in the region share one seat on the Coordination Committee, which accounts for one-seventh (1/7) of the vote of the Coordination Committee. This will not change with the new Delta-Mendota Subbasin GSAs JPA. The 10 member agencies of the Central Delta-Mendota GSA bear 88 percent of the costs for the region, with the remaining 12 percent being split equally between Widren Water District and Oro Loma Water District. Currently the Central Delta-Mendota GSA evenly splits costs between the 10 member agencies. This will change to a structure where 50 percent of each agency's cost will be equal and 50 percent will be apportioned based on pumping.

Damian Aragona/Widren Water District indicated that Widren Water District is interested in joining the Central Delta-Mendota GSA JPA. Ms. Layne explained that adding a member would require the GSA board to take action and require that the incoming agency's board do the same. Ms. Layne will prepare an amendment for Widren Water District and the CDMGSA to consider at their next meetings.

12. Committee/GSA to receive update on implementation of Central Delta-Mendota GSA Administrative Policies (Cunningham)

Sam Cunningham/P&P provided an overview of Administrative Policy #1 and Administrative Policy #2, adopted by the Central Delta-Mendota GSA and the current status of implementation. To date, the policies have largely not been implemented as written and there is no database that has remained updated to include new wells or meter information. Pumping data is currently reported by agencies to the DMS for annual reporting. The Administrative Policies state that data should be submitted to the Central Delta-Mendota GSA for each individual well.

Members discussed the need to review the policies and complete the requirements as quickly as possible. Lauren Layne/BMJ noted that the administrative services required to implement these policies may be supported through the contracts issued under the current RFPs. Staff will review develop recommendations for the Board to consider.

13. Committee/GSA Signatures Received on the Domestic Well Funding MOU and Letter (Cunningham)

Sam Cunningham/P&P noted that Fresno County has not yet acknowledged the SS-MOA Cost Share letter, and Oro Loma Water District has not yet signed the Subbasin JPA. Committee members will reach out to Oro Loma Water District.

14. Committee/GSA to Discuss Implementation of Pumping Reduction Plans (Hurley/Mani)

Amir Mani/EKI provided an update on the current status of the Central Delta-Mendota Pumping Reduction Plan (PRP). There are several wells on the watchlist based on the Fall PRP analysis. The PRP includes deadlines for well registration and well metering by January 2026 and the replacement of composite or production wells used as Representative Monitoring Wells by 2030. Mr. Mani also provided an update on groundwater overdraft reduction target for 2026. Mr. Mani suggested that confirmation samples be taken as quickly as possible where there are noticeable declines.

Susan Xie/EKI provided an overview of Water Quality Exceedance Compliance under the PRP, domestic well MOA, and Well Mitigation Policy. Compliance requirements are based on triggers identified in the respective documents. The presentation slides for this item will be shared and transmitted with the Members and Interested Parties list.

15. Committee/GSA to Discuss August Water Level and Water Quality Data and November Water Level Monitoring Event (Dumas)

Leslie Dumas/W&C reminded the group that Quarter 4 sampling should be occurring in November and Water Year 2025 data must be uploaded to the DMS by November 30th.

16. Committee/GSA to Discuss SGMA Round 1 Implementation Grant Activities (Dumas)

Leslie Dumas/W&C stated that Requests for Movement of Funds should be submitted as soon as possible.

17. Next Steps

- a. The proposed Fund 63 and Fund 65 will advance to the next respective committees and, if needed, will be agendized for ratification by the Central Region Management Committee
- b. SLDMWA staff will bring back GSA/Agency specific cost share allocations for the proposed FY 27 Fund 65 budget
- c. The Technical Consultants will seek direction on the development of the option SOPs from the Northern and Coordination Committees
- d. Committee will review Proposals for SGMA Implementation Services at a future meeting
- e. Staff will develop recommendations on advancing the implementation of the Well Registration and Well Meter policies.
- f. Agenda Item for Widren Water District to join the Central Delta-Mendota GSA JPA
- g. Sampling for Quarter 4 must be completed
- h. Water Year 2025 data must be submitted to the DMS by November 30, 2025

- i. Deliverables under the SGMA Round 1 grant should be submitted to W&C as they are completed
- 18. **Reports Pursuant to Government Code Section 54954.2(a)(3)**

There were no reports provided.
- 19. **Conference with Legal Counsel – Existing Litigation (1 case).**

California Sportfishing Protection Alliance v. All Persons Interested in the Matter of the Validity of the Northern and Central Delta-Mendota Regions Groundwater Sustainability Plan, et al., Stanislaus County Superior Court, Case No. CV-20-001748, Merced County Superior Court, Case No. 21CV-01691.

Lauren Layne/BMJ reported no need to meet in closed session.
- 20. **Conference with Legal Counsel – Anticipated Litigation (1 case)**

The Committee/Board went into closed session at 11:53 a.m.

Randy Miles left the meeting at 12:02 p.m. and Chase Hurley left the meeting at 12:11 p.m.
- 21. **Report Out of Closed Session**

The Committee/Board left closed session at 12:18 PM with no reportable action.
- 22. **Future Meetings**
 - a. Central Delta-Mendota Region Management Committee
 - i. Thursday, December 18, 2025 at 10:00 AM (SLDMWA)
 - b. Central Delta-Mendota GSA
 - i. Thursday, December 18, 2025 at 10:00 AM (SLDMWA)
 - c. Delta-Mendota Subbasin Coordination Committee
 - i. Monday, December 8, 2025 at 1:00 PM (Grasslands WD Board Room)
- 23. **ADJOURNMENT**

Aaron Barcellos/Pacheco Water District adjourned the meeting at 12:19 PM.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
MARCH 1, 2025 - FEBRUARY 28, 2026
SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES AGREEMENT
ACTIVITY AGREEMENTS BUDGET TO ACTUAL
CENTRAL DELTA-MENDOTA REGION (FUND 65)

Report Period 3/1/25 - 10/31/25

| EXPENDITURES | Annual Budget | Paid/ Expense | Amount Remaining | % of Amt Remaining | Expenses Through |
|--|--------------------------|--------------------------|-----------------------------|-------------------------------|-----------------------------|
| <u>Legal:</u> | | | | | |
| Baker Manock & Jensen | \$ 35,000 | \$ 12,627 | \$ 22,373 | 64% | 10/2/25 |
| <u>Other Professional Services:</u> | | | | | |
| Contracts | \$ 363,028 | \$ 103,581 | \$ 259,447 | 71% | 10/27/25 |
| <u>Other:</u> | | | | | |
| Executive Director | \$ 500 | \$ - | \$ 500 | 100% | |
| General Counsel | \$ 1,500 | \$ - | \$ 1,500 | 100% | |
| Water Policy Director | \$ 20,000 | \$ 4,421 | \$ 15,579 | 78% | 10/31/25 |
| In-House Staff | \$ 2,500 | \$ 1,736 | \$ 764 | 31% | 10/31/25 |
| Hydrotech 3 | \$ 24,423 | \$ 12,016 | \$ 12,407 | 51% | 10/31/25 |
| Conferences & Training | \$ 1,000 | \$ - | \$ 1,000 | 100% | |
| Travel/Mileage | \$ 2,000 | \$ 15 | \$ 1,985 | 99% | 4/24/25 |
| Group Meetings | \$ 1,000 | \$ - | \$ 1,000 | 100% | |
| Telephone | \$ 500 | \$ - | \$ 500 | 100% | |
| Total Expenditures | \$ 451,451 | \$ 134,396 | \$ 317,055 | 70% | |

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Others Present

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- 23. **ADJOURNMENT**

Aaron Barcellos/Pacheco Water District adjourned the meeting at 12:19 PM.

PROVOST & PRITCHARD CONSULTING GROUP

1518 Mill Rock Way, Suite 100 • Bakersfield, CA 93311 • (661) 661-5900
www.provostandpritchard.com

November 6, 2025

J. Scott Petersen, P.E., Water Policy Director
San Luis & Delta-Mendota Water Authority
1331 Garden Highway, 2nd Floor
Sacramento, CA 95833

Subject: Well Census GIS Data Update, Fresno, Madera, Merced Counties, California

Dear J. Scott Petersen:

Thank you for the opportunity to submit this proposal to provide Geographic Information System (GIS) services for the subject project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

PROJECT UNDERSTANDING

We understand that Central Delta-Mendota GSA (CDMGSA) would like to have their existing well census data updated to include new information. Provost & Pritchard (P&P) completed a well census project for the Northern and Central DM GSAs in March 2022. The well census data currently exists as a GIS database. No updates have been done to this dataset since the project was completed in 2022. We understand the goal of this project is to have the participating agencies within CDMGSA review and verify the existing well information that are within their boundary, and then submit any new well information to be incorporated into the dataset.

SCOPE OF SERVICES

Our proposed scope of work for this proposal is outlined in a single Phase, described below, broken into several sub tasks.

PHASE GIS: UPDATE OF WELL CENSUS

- **Existing Well Census Review**
 - P&P will use the existing well census dataset and generate a table and map (s) for each agency within CDMGSA to review.
 - The client and P&P will agree on a length of time for each agency to complete their review and consider it complete.
 - Deliverables will be in Excel (table) and PDF (map) format and use the same layout format that was used for well census data review in 2022.

- **Review Agency Feedback and Verify New Wells**
 - Agencies will provide updates of well census data for P&P to review. Updates will be provided to P&P in the form of edits to the Excel spreadsheet files in combination with supporting documents as needed (maps with markup or KML files).
 - P&P will verify our understanding of the provided updates, with the submitting agency, and then make edits or additions to the well census dataset.
- **Updated Well Census**
 - The updated well census data will be shared with CDMGSA as a single revised table (Excel file) and map book (same map book layout and format from the 2022 report, as a PDF).

PROFESSIONAL FEES

Provost & Pritchard Consulting Group will perform the services in these Phases on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued, and our total fees, including reimbursable expenses, will not exceed our estimate of \$5,000 without additional authorization.

SCHEDULE

Once we receive an executed copy of this Proposal and are authorized to proceed, we can begin work on the project immediately. We will perform the scope of work on a mutually agreed upon schedule.

ASSUMPTIONS

- Existing well census information will require minor edits, if any.
- Review of deliverables is required by the agencies within the GSA, delayed feedback is beyond control by P&P and may slow project progress.
- This project does not include regular meetings or status updates, but P&P will communicate with CDMGSA as necessary when questions arise, or feedback is desired.
- No GPS survey of well locations will be conducted.
- One-time collection. This can be an annual service, where data is requested quarterly and updated annually.

ADDITIONAL SERVICES

The following services are not included in this proposal, however, these and others can be provided at additional cost, upon request.

- Collect and organize data required by Central GSA adopted policies (including meter, crop, and groundwater usage data) for future use in a data management system.
- Conversion of data tables into an online database that can be managed by GSA Administration
- **GPS** data collection at well sites for high-accuracy elevation data to verify reference points and ground elevations.
- Hard copy map books or wall posters.

TERMS AND CONDITIONS

In order to convey a clear understanding of our mutual responsibilities under this proposal, our standard Consultant Services Agreement is attached. Please sign both of these documents and mail or email a copy to our office. These documents will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Sincerely Yours,
Provost & Pritchard Consulting Group



Gavin O'Leary
Director of Operations, GIS/Survey

TERMS AND CONDITIONS ACCEPTED

By Central Delta-Mendota GSA

Signature

Printed Name

Title

Date

MEMBERSHIP AGREEMENT TO JOIN CENTRAL DELTA-MENDOTA GSA JOINT POWERS AUTHORITY

This Membership Agreement to Join Central Delta-Mendota Groundwater Sustainability Agency joint powers authority (“Membership Agreement”) is made effective as of the 1st day of January, 2026 (“Effective Date”), by and between (i) the Central Delta-Mendota Groundwater Sustainability Agency, a California joint powers authority (“CDM GSA”), and (ii) Widren Water District, a California water district (“Widren WD”). CDM GSA and Widren WD may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

A. The Sustainable Groundwater Management Act of 2014 (“SGMA”) requires each affected groundwater basin or subbasin to be regulated by one or more Groundwater Sustainability Agencies (“GSAs”) and that groundwater sustainability be achieved through Groundwater Sustainability Plans (“GSPs”) developed by one or more GSAs and through coordination of such plans within a basin or subbasin.

B. The Delta-Mendota Subbasin (the “Subbasin”) includes multiple individual and multi-agency GSAs that manage the Delta-Mendota Subbasin through the implementation of a single GSP.

C. The CDM GSA was formed pursuant to that certain Central Delta-Mendota Groundwater Sustainability Agency Joint Powers Agreement, effective as of August 28, 2019 (the “Joint Powers Agreement”), for the purpose of acting as a separate and independent public agency, and as a single GSA for the Central Delta-Mendota Region, as that term is defined in the Joint Powers Agreement. A copy of the Joint Powers Agreement is attached hereto as Exhibit “A”.

D. The current members of the CDM GSA are Eagle Field Water District, the County of Fresno, Fresno Slough Water District, the County of Merced, Mercy Springs Water District, Pacheco Water District, Panoche Water District, San Luis Water District, Santa Nella County Water District, and Tranquillity Irrigation District (each, a “Member” and collectively, the “Members”).

E. Widren WD intends to become a member of the CDM GSA and to participate in its activities, benefits, and obligations on the same terms as the existing Members.

F. Article 13 of the CDM GSA Joint Powers Agreement authorizes the admission of new members that are both “public agencies” under Government Code Section 6500 and local agencies under Water Code section 10721, subdivision (n), upon approval by the CDM GSA Board of Directors and approval of the board of the new party.

G. Widren WD represents and warrants that on _____, 202_, during a duly noticed Board of Directors meeting, its Board considered and adopted a resolution approving Widren WD becoming a member of the CDM GSA and being bound by the terms of the Joint Powers Agreement, including financial, governance, and operational obligations, and all future amendments (the “Resolution”). A copy of the Resolution is attached hereto as Exhibit “B”.

NOW, THEREFORE, in consideration of the mutual promises of the Parties as set forth herein, including the statements made in the Recitals, the Parties agree as follows:

1. **CDM GSA Approval.** CDM GSA, having considered and reviewed the Resolution, pursuant to Article 13 of the CDM GSA Joint Powers Agreement, approves the admission of Widren WD as a Member of the CDM GSA by the execution of this Membership Agreement, on condition that Widren WD agrees to be bound by the terms of the Joint Powers Agreement.

2. **Widren WD Compliance Obligation.** Beginning on the Effective Date of this Membership Agreement, Widren WD shall comply with all of the following: (i) provisions of the Joint Powers Agreement; and (ii) any rules, regulations, or policies adopted by the CDM GSA's governing body in place as of the Effective Date of this Membership Agreement. Widren WD's failure to comply with the foregoing may result in the exercise of remedies as provided in the Joint Powers Agreement, including termination of membership.

3. **CDM GSA Revisions.** The CDM GSA shall recalculate any applicable financial obligations under the CDM GSA Joint Powers Agreement to reflect Widren WD's membership, including the Member Contributions set forth in Exhibit "C" of the Joint Powers Agreement. Furthermore, the CDM GSA shall update all relevant maps, plans, documents, and filings with the Department of Water Resources ("DWR") and any other applicable regulatory agencies to include Widren WD's participation, including but not limited to service area boundaries, project entitlements, and compliance certifications. Widren WD shall provide any necessary data, approvals, or cooperation to facilitate these updates.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated next to the signatures attached to this Membership Agreement.

"CDM GSA"

Central Delta-Mendota Groundwater
Sustainability Agency, a California joint
powers authority

By: _____

Name: Aaron Barcellos

Title: Chairman

Date: _____

"Widren WD"

Widren Water District, a California water
district

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “A”

Central Delta-Mendota Groundwater Sustainability Agency Joint Powers Agreement

**CENTRAL DELTA-MENDOTA GROUNDWATER SUSTAINABILITY AGENCY
JOINT POWERS AGREEMENT**

This CENTRAL DELTA-MENDOTA GROUNDWATER SUSTAINABILITY AGENCY JOINT POWERS AGREEMENT (this “Agreement”) is made and entered into by and among the Eagle Field Water District, a California Water District; County of Fresno, a political subdivision of the State of California; Fresno Slough Water District, a California Water District; County of Merced, a political subdivision of the State of California; Mercy Springs Water District, a California Water District; Pacheco Water District, a California Water District; Panoche Water District, a California Water District; San Luis Water District, a California Water District; Santa Nella County Water District, a California County Water District; and Tranquillity Irrigation District, a California Irrigation District (individually, a “Party” and in the plural or collectively, the “Parties”).

RECITALS

A. WHEREAS, in August 2014, the California Legislature passed, and in September 2014 the Governor signed, legislation creating the Sustainable Groundwater Management Act (or “SGMA,” as that term is defined in section 1.11, below) “to provide local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater” (Wat. Code, § 10720, subd. (d)); and

B. WHEREAS, SGMA provides that each affected groundwater basin or subbasin may be regulated separately by one or more groundwater sustainability agencies (“GSAs”). Any local agency, as that term is defined in SGMA, may decide to become the GSA for a basin or subbasin within its boundaries. SGMA also provides that a combination of local agencies may form a GSA through a joint powers agreement, or a memorandum of agreement or other legal agreement (Wat. Code, § 10723.6); and

C. WHEREAS, groundwater sustainability under SGMA is to be achieved through groundwater sustainability plans (or “GSPs,” as the term “GSP” is defined in section 1.8, 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 Parties overlie a portion 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 “Delta-Mendota Subbasin”), said portion being designated as the “Central Delta-Mendota Region,” as its boundaries may be modified from time to time as provided by law; and

E. WHEREAS, each Party’s jurisdictional area overlies the Central Delta-Mendota Region, depicted in Exhibit “B” attached hereto and incorporated herein by this reference, and DWR has designated the entire Delta-Mendota Subbasin as critically overdrafted. Under SGMA, each GSA is required to assume its regulatory role by June 30, 2017, and to submit a GSP to DWR by January 31, 2020; and

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

G. WHEREAS, the Parties previously entered into that certain “Agreement Supporting Formation and Operation of the Central Delta-Mendota Region Multi-Agency Groundwater Sustainability Agency in the Central Delta-Mendota Region,” effective February 15, 2017 (the “Initial Agreement”), to establish and operate the Central Delta-Mendota Region Multi-Agency GSA to meet their mutual goal of cost-effective, sustainable groundwater management that considers the interests and concerns of the Parties and other stakeholders in the Central Delta-Mendota Region without establishing a legal entity separate from the individual agencies; and

H. WHEREAS, in section 5.4 of the Initial Agreement, the Parties agreed to consider entering into a joint powers agreement if they found it necessary or beneficial in achieving the goal of maintaining local control of sustainable groundwater management in the Central Delta-Mendota Region in compliance with SGMA; and

I. WHEREAS, under the Joint Exercise of Powers Act (Chapter 5 (commencing with section 6500) of the Division 7 of Title 1 of the Government Code) (the “Act”), two or more public agencies may by agreement jointly exercise any power held in common by agencies entering into such an agreement. All of the Parties are public agencies as defined by the Act; and

J. WHEREAS, the Parties are entering into this Agreement to form the Central Delta-

Mendota Groundwater Sustainability Agency for the purpose of acting as a separate and independent public agency and as a single GSA for the Central Delta-Mendota Region; and

K. WHEREAS, the Parties desire to achieve the objectives recited above through entering into this Agreement.

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 Parties hereto agree as follows:

ARTICLE 1.

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. **“Agency”** means the Central Delta-Mendota Groundwater Sustainability Agency.
- 1.3. **“Agreement”** means this Central Delta-Mendota Groundwater Sustainability Agency Joint Powers Agreement.
- 1.4. **“Board of Directors”** means the governing body of the Agency established pursuant to Article 6 of this Agreement.
- 1.5. **“Delta-Mendota 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 and depicted on Exhibit “A,” attached hereto and incorporated herein by this reference.
- 1.6. **“Director”** means a member of the Agency’s Board of Directors.
- 1.7. **“Central Delta-Mendota Region”** means that portion of the Delta-Mendota Subbasin depicted on the map attached hereto as Exhibit “B,” attached hereto and incorporated herein by this reference.
- 1.8. **“GSP”** means a groundwater sustainability plan, as defined by section 10721, subdivision (k), of the Water Code.
- 1.9. **“Fiscal Year”** means each period beginning on March 1 and ending the last day of February the following year.

- 1.10. **“Member Contributions”** means each Party’s allocated share of Agreement Expenses as determined and described in Article 11 of this Agreement and set forth in Exhibit “C,” attached hereto and incorporated herein by this reference.
- 1.11. **“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.

ARTICLE 2.

CREATION OF THE AGENCY

- 2.1. Upon execution of this Agreement by all Parties (“Effective Date”) and pursuant to the Act, the Parties hereby create a public entity separate and independent from the Parties to be known as the “Central Delta-Mendota Groundwater Sustainability Agency”.
- 2.2. Pursuant to Government Code section 6509, the County of Fresno is the designated Party with respect to the Agency’s exercise of power.
- 2.3. The boundaries of the Agency are the Central Delta-Mendota Region, as depicted on the map and described in metes and bounds in Exhibit “B,” which is attached hereto and incorporated herein by this reference.
- 2.4. The Agency shall timely file the notices required by Government Code sections 6503.5, 6503.6, and 53051.

ARTICLE 3.

TERM

- 3.1. This Agreement is effective upon execution by all Parties and continues in full force and effect until terminated under Article 12.

ARTICLE 4.

PURPOSE OF THE AGENCY

- 4.1. The purpose of this Agreement is to create a joint powers agency to replace the Central Delta-Mendota Region Multi-Agency GSA for the Central Delta-Mendota Region that was formed pursuant to the Initial Agreement. The Parties and the boundaries will be

the same, but the structure of the entity will change from a multi-agency GSA to a joint powers agency that acts as the GSA.

- 4.2. The purpose of the Agency is to implement SGMA's requirements and achieve the sustainability goals provided in SGMA by developing, adopting, submitting, implementing, enforcing, and revising a GSP for the Central Delta-Mendota Region, which may be part of a broader GSP coordinated with other GSAs in the Delta-Mendota Subbasin, and to exercise all powers and authorities of a GSA under SGMA.
- 4.3. Nothing in this Agreement is intended to confer upon any Party or upon any third party outside this Agreement the authority to limit or interfere with the respective Party's rights and authorities over its own internal matters, including but not limited to, such Party's surface water supplies, groundwater supplies, facilities, billing and collection procedures, and operations and water management, subject to terms of this Agreement.

ARTICLE 5.

POWERS OF THE AGENCY

- 5.1. The Agency 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 establishing Member Contributions for the Parties.
- 5.2. As provided in Government Code section 6508, the Agency is authorized, in its own name, to do any or all of the following:
 - a. To make and enter into contracts;
 - b. To employ agents and employees;
 - c. To acquire, construct, manage, maintain, or operate any building, works or improvements;
 - d. To acquire, hold, or dispose of property;
 - e. To incur debts, liabilities, or obligations; and
 - f. To sue and be sued in its own name.
- 5.3. The Agency may exercise all powers granted to GSAs in SGMA to provide the maximum degree of local control and flexibility consistent with the sustainability goals of SGMA as set forth in the GSP, including but not limited to all of the authorities provided in Chapter 4 (commencing with section 10723), Chapter 5 (commencing with

section 10725), Chapter 6 (commencing with section 10727), Chapter 8 (commencing with section 10730), and Chapter 9 (commencing with section 10732) of SGMA.

- 5.4. The Agency may exercise the common powers of the Parties, including, but not limited to, the following:
- a. Adopting initial and annual operating budgets;
 - b. Accepting contributions, grants, or loans from any public or private agency or individual in the United States or any department, instrumentality, or agency thereof for the purpose of financing its activities; and
 - c. Investing money that is not needed for immediate necessities, as the Board of Directors determines advisable, in the same manner and upon the same conditions as other local entities in accordance with section 53601 of the Government Code.
- 5.5 The Parties agree that they are subject to the Water Code and authorities granted by SGMA. Furthermore, the Parties agree that nothing contained in this Agreement grants to the Agency any power to alter any water right, contract right, or any similar right held by any of the Parties, or to amend a Party's water delivery practice, course of dealing, or conduct without the express consent of that Party.

ARTICLE 6.

AGENCY BOARD OF DIRECTORS

- 6.1. Each Party shall designate one person to serve on the Board of Directors as a Director and up to two persons to serve as an alternate(s) to its appointed Director, to act during the absence or disqualification of that Party's Director. The Director and alternate Directors shall serve at the pleasure of his or her applicable appointing Party.
- 6.2. Directors and their alternates shall not be compensated by the Agency for participation on the Board of Directors. The Agency shall develop a policy for reimbursement associated with direct expenses.
- 6.3. Each appointed Director and alternate Director(s) shall comply with all legal requirements, including disclosure and ethics requirements, applicable to directors of a California Joint Powers Authority.

ARTICLE 7.

OFFICERS AND ADMINISTRATION

- 7.1 Officers. The Board of Directors shall, at its first meeting and then annually at its first meeting of each Fiscal Year, elect a Chairman, Vice-Chairman, Secretary, and any other officers as determined necessary by the Board of Directors. Each officer shall serve a term of one (1) year and such term may be extended by the Board of Directors or until the officer resigns or is replaced by the Board of Directors.
- 7.1.1. The Chairman shall preside at all Board of Directors meetings.
 - 7.1.2. The Vice-Chairman shall act in place of the Chairman at meetings, should the Chairman be absent.
 - 7.1.3. The Secretary shall keep minutes of all meetings of the Board of Directors and shall, as soon as possible after each meeting, forward a copy of the minutes to each member and alternate of the Board of Directors. The Secretary of the Board is not required to be a member of the Board of Directors.
- 7.2 Treasurer. The Agency shall designate a Treasurer from one of the Parties, or in lieu thereof, a certified public accountant that may be selected by the Agency and compensated by the Agency under contract to be the depositary and have custody of all the money of the Agency, from whatever source.
- 7.2.1 The Treasurer shall receive and keep record of all money of the Agency and place it in the treasury of the Agency.
 - 7.2.2 The Treasurer shall be responsible, upon his or her official bond, for the safekeeping and disbursement of all Agency money so managed by him or her.
 - 7.2.3 The Treasurer shall pay, when due, out of money of the Agency, all sums payable on outstanding bonds and coupons of the Agency.
 - 7.2.4 The Treasurer shall pay any other sums due from the Agency from Agency money, or any portion thereof, only upon warrants of the Officer performing the functions of Controller.
 - 7.2.5 The Act requires strict accountability of all funds and reporting of all receipts and disbursements. As such, the Treasurer shall verify and report

in writing quarterly to the Agency the amount of money held by the Agency, the amount of receipts since the last report, and the amount paid out since the last report.

- 7.3 Controller. The Agency shall designate a Controller from the same Party as the designated Treasurer, unless a certified public accountant has been designated as Treasurer. In that case, the Agency shall designate a Controller from one of the Parties. The Controller shall draw warrants to pay demands against the Agency when the demands have been approved by the Agency or any person authorized to so approve.
- 7.4 Legal Counsel. The Board of Directors may hire/appoint legal counsel for the Agency.
- 7.5 Management. In addition to, or in lieu of, hiring employees, the Agency may engage one or more third parties to manage any or all of the business of the Agency on terms and conditions acceptable to the Board of Directors. A third party so engaged may, but need not, be a Party to 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 8.

QUORUM AND VOTING

- 8.1 Quorum. A majority of the Board of Directors members constitutes a quorum of the Board of Directors.
- 8.2 Director Votes. Except as set out in Section 8.3, all actions of the Board of Directors must be taken by majority vote of the Board of Directors at the meeting.
- 8.3 Matters Requiring Special Vote of Board of Directors. The following determinations require a two-thirds vote of the then-present Board of Directors:
- 8.3.1 To exercise the GSA enforcement powers identified in Chapter 9 (commencing with section 10732) of SGMA.
 - 8.3.2 To approve initial and annual operating budgets.
 - 8.3.3 To revise the Member Contributions of the Parties.
 - 8.3.4 To impose certain charges, which may include fees, assessments, or both, to fund the cost of the Agency in furthering the purposes of this Agreement, for complying with and as authorized by SGMA, and sustainably managing groundwater within the Central Delta-Mendota Region.

- 8.3.5 To adopt rules, regulations, policies, and procedures governing the adoption and implementation of the GSP for the Central Delta-Mendota Region.
- 8.3.6 To adopt a GSP and any amendments thereto.

ARTICLE 9.

MEETINGS

- 9.1. The Board of Directors shall hold at least one regular meeting each year and shall provide for other regular meetings and special meetings as it deems necessary. The Board of Directors shall fix the hour, date, and place for its regular meetings. All meetings of the Board of Directors must be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act, which is codified at Chapter 9 (beginning with section 54950) of Part 1 of Division 2 of Title 5 of the Government Code.
- 9.2. The Board of Directors Chairman may appoint, with the concurrence of the majority of the Board of Directors present, such ad hoc or standing committees as may be useful from time to time.
- 9.3. The Secretary of the Board of Directors shall prepare meeting minutes and place them in the records of the Agency.

ARTICLE 10.

FISCAL YEAR & BUDGET

- 10.1. Fiscal Year. The Fiscal Year of the Agency shall be from March 1 through the last day in February the following year.
- 10.2. 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. Upon its approval of its obligations under the budget, each Party shall have available funding for its share of the Member Contributions to pay directly to the Agency.
- 10.3. The Agency shall not make expenditures or incur liabilities exceeding the amount of the appropriations allowed by the Agency's budget.

- 10.4. The Agency may amend the annual budget as needed subject to the provisions in Article 8 of this Agreement.

ARTICLE 11.

MEMBER CONTRIBUTIONS

- 11.1. The Member Contributions for each Party determines the share of Agreement Expenses allocated to each Party, except for any special-purpose contributions or fees owed pursuant to a separate agreement between less than all of the Parties to this Agreement.
- 11.2. Initial Member Contributions. The Member Contributions are established pursuant to the attached Exhibit “C,” which is incorporated herein by this reference. The Member Contributions in Exhibit “C” are deemed adopted by the Board of Directors upon Agency formation and shall supersede any previous fee structure established by the Initial Agreement.
- 11.3. Member Contributions after Adoption of GSP. Upon adoption of an estimated sustainable yield and a sustainability goal under the approved GSP for the Central Delta-Mendota Region, the Board of Directors shall consider recalculating the Member Contribution for each Party. In addition to the existing Member Contributions provided in Exhibit “C”, the Parties further agree to collect information adequate to allow the Board of Directors, by 2023, to develop and levy charges, which may include fees, assessments, or both, consistent with the GSP, which charges may include, but are not limited to, a volumetric groundwater extraction fee within the Central Delta-Mendota Region. Upon adoption of such charges, the Member Contributions in Exhibit “C” may be evaluated and modified. Furthermore, from time to time, the Board of Directors may evaluate the Member Contributions in order to consider new information concerning the relative contribution of each Party with a vote to approve revisions as provided in Section 8.3.3.

ARTICLE 12.

WITHDRAWAL AND REMOVAL OF PARTY; TERMINATION OF AGENCY

- 12.1. Withdrawal. Any Party may voluntarily withdraw from this Agreement and the Agency. The withdrawing Party shall give all Parties written notice of such

withdrawal not less than sixty (60) days prior to the withdrawal date. Upon withdrawal, (a) the Agency and the withdrawing Party shall work together with DWR to facilitate the withdrawing Party forming either its own GSA or joining a separate GSA; and (b) the withdrawing Party shall remain subject to the terms of the GSP that is prepared by the Agency so as to not put local management of the Delta-Mendota Subbasin in jeopardy, unless and until the withdrawing Party's service area is covered by a separate GSP approved by DWR. This obligation survives a Party's withdrawal from this Agreement, is for the express benefit of the remaining Parties, and is subject to the indemnification provisions of Article 15 of this Agreement.

- 12.2. Effect of withdrawal. Within thirty (30) days of withdrawal, a withdrawing Party shall pay for all of its financial obligations incurred prior to the withdrawal date pursuant to the terms of this Agreement and any other expenses pursuant to California law. This payment obligation for financial obligations incurred prior to the withdrawal date survives the Party's withdrawal from the Agreement, is for the express benefit of the remaining Parties, and is subject to the indemnification provisions of Article 15 of this Agreement. All financial obligations under this Agreement that are incurred prior to the withdrawal date shall survive after the withdrawal date.
- 12.3. Removal. Any Party may be removed by a two-thirds (2/3rd) vote of the Board of Directors, and upon removal shall no longer be a Party of the Agency. A Party so removed shall be liable for payment of such Party's financial obligations incurred up to and including the date of removal as calculated by the Member Contributions described in Article 11.
- 12.4. Termination of Agency. This Agreement may be terminated and the Agency dissolved by unanimous written consent of all Parties, except during the outstanding term of any agency indebtedness. Nothing in this Agreement prevents the Parties from entering into other joint powers agreements.
- 12.5. Disposition of Property and Surplus Money.

12.5.1 The Agency shall be formed and come into existence on the Effective Date and shall continue in existence unless terminated by the governing body of each of the Parties then a Party to this Agreement or at any point in time at

which there ceases to be at least two Parties to this Agreement, at which point in time this Agreement shall be automatically terminated; provided however, that the Agency and this Agreement shall continue to exist for the purpose of disposing of liabilities (“Agency Liabilities”) and distributing funds, property, and other assets (“Agency Assets”), and all other functions necessary to conclude the business of the Agency.

12.5.2 Notwithstanding any other provision herein, this Agreement shall remain in effect and be binding upon the Parties hereto and upon all subsequent Parties joined herein for such a period as the Agency desires to engage in any activities under this Agreement. The foregoing provision shall not apply, however, to any Party that withdraws or is terminated from its participation in the Agency in accordance with this Agreement.

12.5.3 Upon termination of this Agreement, after payment of all Agency Liabilities, any Agency Assets remaining shall be distributed to the Parties in accordance with the Member Contributions identified in Exhibit “C,” and as amended by the Board of Directors. The Agency shall cease to exist when the Agency liabilities are paid and Agency Assets have been distributed according to the provisions contained in this Section, this Agreement generally, and the Act (Gov. Code §6500 *et seq.*).

ARTICLE 13.

ADMISSION OF NEW PARTIES

13.1. Additional entities that are both “public agencies” under Government Code section 6500 and “local agencies” under Water Code section 10721, subdivision (n), may become signatories of this Agreement upon approval by the Board of Directors of the Agency and approval of the board of the new Party. Upon admission of a new Party, the Board of Directors shall recalculate Member Contributions, subject to section 8.3.3, and update any documents and maps as may be required by DWR.

ARTICLE 14.

PRIOR AGREEMENT INTENT INCORPORATED; RATIFICATION

- 14.1 It is the intent of the Parties to incorporate the purpose and activities of the Initial Agreement into this Agreement and for the Agency to be the GSA for the Central Delta-Mendota Region.

ARTICLE 15.

SEPARATE ENTITY; INDEMNIFICATION

- 15.1 Separate Entity. In accordance with the Act, the Agency is a public entity separate from the Parties. To the greatest extent permitted by law, unless otherwise specifically agreed to herein by all the Parties as to a specific debt, liability or obligation, the debts, liabilities and obligations of the Agency shall not be the debts, liabilities or obligations of the Parties under Government Code section 6508.1. The Agency shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.
- 15.2 Indemnification. No Party has the power to obligate any other Party hereto and no Party's debt, liability or obligation due any third party may be asserted or collected against the Agency or any individual Party as a result of membership in the Agency through this Agreement. The Agency shall indemnify, defend, and save harmless the Parties, 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 Agency 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 Agency's performance of its obligations pursuant to this Agreement. The Agency may also acquire such policies of directors and officers liability insurance and in such amounts as the Board of Directors shall deem prudent. The Board of Directors, officers, agents, and employees of the Agency 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 Parties to 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 Agency funds or failure to invest same. To the

extent authorized by California law, no Director, officer or employee of the Agency shall be responsible for any action made, taken, or omitted by any other Director, officer or employee. Furthermore, each Party shall indemnify, defend, and save harmless the other Parties, their officers, agents, directors, and employees, from and against any and all claims of negligence and/or willful misconduct by the indemnifying Party in performance of this Agreement.

ARTICLE 16.

MISCELLANEOUS

- 16.1 Amendments. This Agreement may not be amended except by a written amendment signed by all of the Parties.
- 16.2 Assignment; Binding on Successors. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the express written consent of the other Parties. 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 Parties under this Agreement then in effect. This Agreement inures to the benefit of, and be binding upon, the successors and permitted assigns of the Parties.
- 16.3 Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts together constitute the same instrument.
- 16.4 Governing Law. This Agreement is governed by the laws of the State of California.
- 16.5 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid, or unenforceable, the remainder of the Agreement remains in effect and the Parties shall make best efforts to replace the unlawful, invalid, or unenforceable part of the Agreement with terms to accomplish the Parties' original intent.
- 16.6 Headings. The titles of sections of this Agreement are for convenience only and no presumption or implication of the intent of the Parties as to the construction of this Agreement shall be drawn from them.

- 16.7 Construction. The final form of this Agreement is the result of the Parties' 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.
- 16.8 Notices. Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the Parties beneath their signatures on this Agreement, or to such other changed addresses communicated to the Agency and the Parties 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).
- 16.9 Signature Authorization. Each Party represents that the representative executing this Agreement on its behalf has been duly authorized to execute the Agreement on behalf of the Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated next to the signatures attached to this Agreement.

Agency Name: **EAGLE FIELD WATER DISTRICT**

By: 

Name: BARBARA PREIMSBURG

Title: PRESIDENT

Date: 8/28/17

Agency Contact information:

Address: 51170 West Althea Ave, Fresno, CA 93622

Telephone: (209) 364-6149

Fax: (209) 364-6217

Email address: jfb@jfbri.com

Agency Name: **COUNTY OF FRESNO**

By: 

Name: Nathan Magsig

Title: Board of Supervisor

Date: August 20, 2019

Agency Contact information:

Address: 2281 Tulare St. #300, Fresno CA 93721

Telephone: 559-600-5000

Fax: 559-600-1609

Email address: district5@fresnocountyca.gov

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By 
Deputy

Name: **FRESNO SLOUGH WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Contact information:

Address: _____

Telephone: _____

Fax: _____

Email address: _____

next page

Agency Name: **COUNTY OF FRESNO**

By: _____

Name: _____

Title: _____

Date: _____

Agency Contact information:

Address: _____

Telephone: _____

Fax: _____

Email address: _____

Name: **FRESNO SLOUGH WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Contact information:

Address: _____

Telephone: _____

Fax: _____

Email address: _____

Agency Name: **COUNTY OF MERCED**

By: Lloyd Pereira

Name: Lloyd Pereira

Title: Chairman

Date: JUL 30 2019

Agency Contact information:

Address: 2222 m St. Merced, CA 95340

Previous page

Name: **FRESNO SLOUGH WATER DISTRICT**

By: Elizabeth Reeves

Name: Liz Reeves

Title: Manager

Date: 7-8-19

Agency Contact information:

Address: P.O. Box 689 Tranquillity 93668

Telephone: 559-698-7225

Fax: 559-698-5105

Email address: liz@trgid.com

Agency Name: **COUNTY OF MERCED**

By: _____

Name: _____

Title: _____

Date: _____

Agency Contact information:

Address: _____

Telephone: _____

Fax: _____

Email address: _____

Agency Name: **MERCY SPRINGS WATER DISTRICT**

By:  _____

Name: Michael Linneman

Title: President

Date: August 23, 2019

Agency Contact information:

Address: 52027 West Althea Ave., Firebaugh, CA 93622

Telephone: (209) 364-6136

Fax: (209) 364-6122

Email address: jcadena@panochewd.org

Agency Name: **PACHECO WATER DISTRICT**

By: 

Name: Aaron Barcellos

Title: President

Date: June 13, 2019

Agency Contact information:

Address: 52027 West Althea Ave., Firebaugh, CA 93622

Telephone: (209) 364-6136

Fax: (209) 364-6122

Email address: jcadena@panochewd.org

Agency Name: **PANOCH WATER DISTRICT**

By: 

Name: John Bennett

Title: President

Date: July 9, 2019

Agency Contact information:

Address: 52027 West Althea Ave., Firebaugh, CA 93622

Telephone: (209) 364-6136

Fax: (209) 364-6122

Email address: jcadena@panochewd.org

Agency Name: **SAN LUIS WATER DISTRICT**

By: Con M. Martin

Name: CON M. MARTIN

Title: GENERAL MANAGER

Date: AUGUST 28, 2019

Agency Contact information:

Address: 1015 Sixth St., Los Banos

Telephone: 209-826-4043

Fax: 209-826-0524

Email address: bfenters@SLWD.NET

Agency Name: **SANTA NELLA COUNTY WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Contact information:

Address: _____

Telephone: _____

Fax: _____

Email address: _____

Agency Name: **SAN LUIS WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Contact information:

Address: _____

Telephone: _____

Fax: _____

Email address: _____

Agency Name: **SANTA NELLA COUNTY WATER DISTRICT**

By:  _____

Name: Amy Montgomery

Title: General Manager

Date: 7/23/19

Agency Contact information:

Address: 12931 S Hwy 33 Santa Nella

Telephone: 209-826-0920 CA 95322

Fax: 209-826-8359

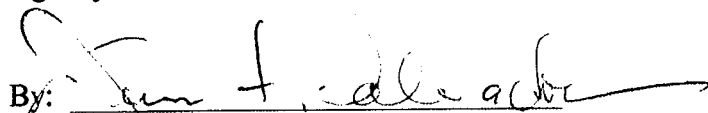
Email address: amontgomery@snawd.com

Telephone: _____

Fax: _____

Email address: _____

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By: 

Name: Jerome F Salvador

Title: Board President

Date: 6-19-19

Agency Contact information:

Address: P.O. Box 487 Tranquillity 93668

Telephone: 559-698-7225

Fax: 559-698-5105

Email address: danny@trg.d.com

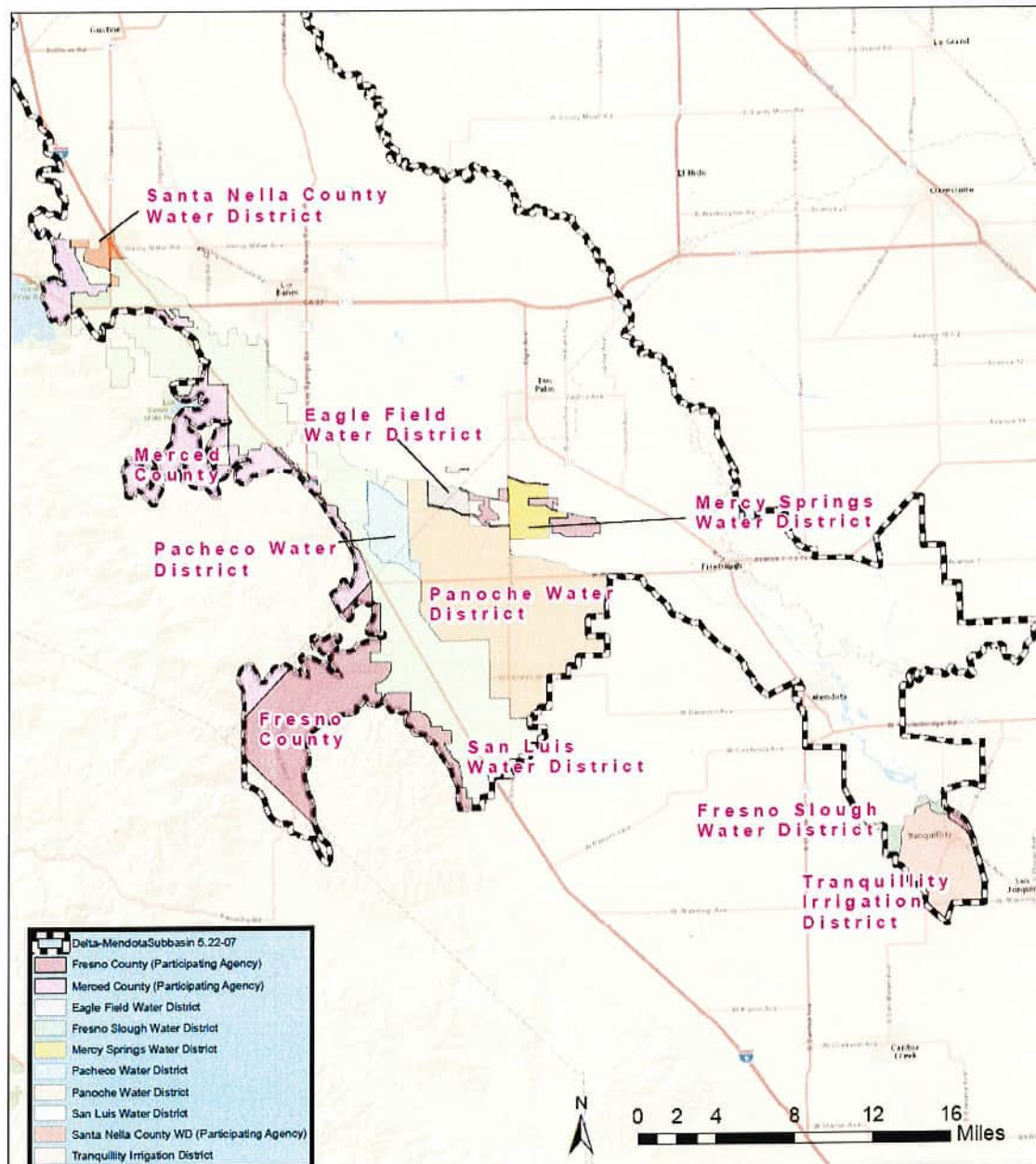
This map displays the Delta-Mendota Subbasin, outlined by a thick black dashed line. The subbasin boundary follows a path from the northwest near Tracy, through Modesto, Merced, and Fresno, ending near the San Joaquin River. The map also shows the CDMRGS boundary, indicated by a thinner dashed line. Major cities and towns labeled include Tracy, Ripon, Riverbank, Modesto, Waterford, Turlock, Delhi, Livingston, Winton, Atwater, Merced, Fresno, Le Grand, Chowchilla, Los Banos, Dos Palos, Firebaugh, Mendota, San Joaquin, Gonzales, Hollister, Gilroy, and Patterson. The map includes a scale bar (0 to 26 miles) and a north arrow. A legend in the bottom left corner identifies the CDMRGS boundary and the Delta-Mendota Subbasin boundary.



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

EXHIBIT B

MAP OF CENTRAL DELTA-MENDOTA REGION BOUNDARIES



Central Delta-Mendota Region GSA Local Agency Boundaries

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

EXHIBIT C

CENTRAL DELTA-MENDOTA GSA

MEMBER CONTRIBUTIONS

| Party Name | | Member Contributions |
|-----------------------------------|--------------------|-----------------------------|
| Central DM GSA | | (100%) |
| Eagle Field Water District | Member | 10% |
| County of Fresno | SS-MOA Participant | 10% |
| Fresno Slough Water District | Member | 10% |
| County of Merced | SS-MOA Participant | 10% |
| Mercy Springs Water District | Member | 10% |
| Pacheco Water District | Member | 10% |
| Panoche Water District | Member | 10% |
| San Luis Water District | Member | 10% |
| Santa Nella County Water District | SS-MOA Participant | 10% |
| Tranquillity Irrigation District | Member | 10% |

EXHIBIT “B”

Widren Water District Board of Directors Resolution Approving Admission to the
Central Delta-Mendota Groundwater Sustainability Agency

RESOLUTION NO. ____-25
WIDREN WATER DISTRICT

**APPROVING MEMBERSHIP IN THE
CENTRAL DELTA-MENDOTA GSA JOINT POWERS AUTHORITY
AND AUTHORIZING EXECUTION OF THE
MEMBERSHIP AGREEMENT TO JOIN THE
CENTRAL DELTA-MENDOTA GSA JOINT POWERS AUTHORITY**

WHEREAS, Widren Water District (Widren) is a California water district organized and operating under Division 13 of the California Water Code; and

WHEREAS, the Widren overlies a portion of the Delta-Mendota Subbasin, which is subject to the Sustainable Groundwater Management Act (SGMA), Water Code section 10720 et seq., requiring sustainable management of groundwater through one or more Groundwater Sustainability Agencies (GSAs) and a coordinated Groundwater Sustainability Plan (GSP); and

WHEREAS, Widren has previously elected to serve as a GSA for its service area pursuant to Water Code section 10723; and

WHEREAS, the Central Delta-Mendota Groundwater Sustainability Agency (CDM GSA) was formed pursuant to that certain Central Delta-Mendota Groundwater Sustainability Agency Joint Powers Agreement, effective as of August 28, 2019 (Joint Powers Agreement), for the purpose of acting as a separate and independent public agency, and as a single GSA for the Central Delta-Mendota Region of the Delta-Mendota Subbasin, as that term is defined in the Joint Powers Agreement, for purposes of implementing SGMA and managing the groundwater on a coordinated basis; and

WHEREAS, Article 13 of the Joint Powers Agreement authorizes the admission of new members that are public agencies under Government Code section 6500 and local

agencies under Water Code section 10721(n), upon approval of both the CDM GSA Board and the governing board of the new member agency; and

WHEREAS, Widren qualifies as a public agency and a local agency for purposes of Article 13 and desires to become a member of the CDM GSA to promote administrative efficiencies, ensure coordinated SGMA compliance, and enhance sustainable groundwater management within the Delta-Mendota Subbasin; and

WHEREAS, the Widren Board of Directors further finds that executing the Membership Agreement and joining the CDM GSA is in the best interest of the Widren, its ratepayers, and the long-term sustainability of the groundwater resources on which the Widren relies.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the Widren Water District Board of Directors does hereby determines and declares as follows:

1. Approval of Membership in CDM GSA. The Board of Directors approves Widren becoming a member of the Central Delta-Mendota Groundwater Sustainability Agency pursuant to Article 13 of the Joint Powers Agreement and agrees to the terms and conditions of the same Joint Powers Agreement.
2. Approval of Membership Agreement. The Board of Directors approves the Membership Agreement to Join the Central Delta-Mendota GSA Joint Powers Authority in substantially the form presented at this meeting, with such minor, non-substantive modifications as may be approved by the Board President.
3. Authorizations. The Board of Directors authorizes and directs the Board President and the Secretary, or their designee, to:
 - a. Execute the Membership Agreement on behalf of the Widren;
 - b. Deliver the executed agreement to the CDM GSA;
 - c. Appoint representatives to the CDM GSA governing body as required by the Joint Powers Agreement; and

d. Take all actions necessary or convenient to implement Widren’s membership in the CDM GSA.

4. Findings. The Board of Directors finds:

a. Entering into the Membership Agreement is within the Widren’s statutory powers and is consistent with SGMA;

b. Widren becoming a member of the CDM GSA will promote administrative efficiencies, coordinated SGMA compliance, and enhanced sustainable groundwater management within the Delta-Mendota Subbasin; and

c. There is no possibility that Widren becoming a member of the CDM GSA may have a significant effect on the environment and is therefore exempt from the California Environmental Quality Act. (CEQA Guidelines 15061(b)(3).

Adopted on the __ day of December 2025.

—

Jean P. Sagouspe, President

Diane Sagouspe, Secretary



MEMORANDUM

TO: Central Delta-Mendota Region Management Committee

FROM: Scott Petersen, Water Policy Director

DATE: December 18, 2025

RE: Committee to Consider Ratification of Delta-Mendota Coordination Committee Action Authorizing Water Authority Staff to Execute First Amendment to Task Order 011-F26-AA63-TO001 with Luhdorff & Scalmanini, Consulting Engineers

BACKGROUND

At the last Delta-Mendota Subbasin Coordination Committee (“D-M CC”) meeting, the D-M CC considered authorizing Water Authority staff to execute the first amendment to Task Order 011-F26-AA63-TO001. The Central Delta-Mendota Region Management Committee (“Central D-M”) has not taken action on this item to date.

As a reminder, in February, the D-M CC approved the Fund 63 budget and in March, the D-M CC and San Luis & Delta-Mendota Water Authority (“Water Authority”) Board authorized execution of necessary agreements for SGMA Program implementation services, including construction management services necessary to implement the Interconnected Surface Water Monitoring Well installation associated with Component 8 of the Proposition 1, Round 1 grant awarded to the Delta-Mendota subbasin by the California Department of Water Resources.

Specifically, the FY 26 approved budget for Fund 63 includes \$504,455 for Component 8 – Data Gaps, which was originally scheduled for collections of funds needed to cover construction of Interconnected Surface Water Monitoring Wells and Continuous GPS stations that were ultimately not installed by the Water Authority. In March, the D-M CC recommended and the Water Authority Board approved the execution of a number of task orders for Staff Augmentation Support services necessary to implement SGMA in the D-M subbasin, using funds from the Staff Augmentation Support line item and the Interconnected Surface Water line item in the adopted FY26 budget.

Since that action, work has progressed on the installation of the Interconnected Surface Water Monitoring wells, under the existing Agreement and Task Order the Water Authority has with Luhdorff & Scalmanini, Consulting Engineers (“LSCE”).

As a result of a number of changes to the scope and requirements for well installation and construction management, the services provided by LSCE for installation of ISW-1, ISW-2, and ISW-3 have grown in cost, and LSCE is requesting an increase of \$40,000 to the existing Task Order to complete work necessary with installation of these wells¹.

¹ See attached Budget Request letter.

ISSUE FOR DECISION

Whether the Central D-M should ratify the D-M CC's approval to authorize execution of the First amendment to 011-F26-AA63-TO001 to increase the Task Order amount from \$49,607.34 to \$89,607.34.

RECOMMENDATION

Staff recommends the Central D-M ratify the D-M CC's approval to authorize execution of the First amendment to 011-F26-AA63-TO001 to increase the Task Order amount from \$49,607.34 to \$89,607.34.

ANALYSIS

LSCE has adapted to changes in the requirements to implement Component 8 with professionalism and a willingness to address challenges as they arise. It is staff's opinion that the changes to scope are the major cost driver and that LSCE could not have done much to reduce costs resulting from changes in actual service delivery compared to estimates when the proposal was prepared.

Staff has prepared the following table detailing impacts on the adopted FY26 budget:

| Service | Consultant | Task Order Amount | Projected Actual | Adopted FY26 Budget | Variance |
|-----------------------------------|---|-------------------|-----------------------|---------------------|------------|
| Staff Augmentation Support | Water and Land Solutions | \$30,000 | \$23,925 | \$200,000 | -\$275,925 |
| | Hallmark Group | \$247,760 | \$190,000 | | |
| | EKI Environment and Water | \$262,000 | \$262,000 | | |
| Outside Counsel | Baker, Mannock, and Jensen | \$70,000 | \$100,000 | \$70,000 | -\$30,000 |
| Annual Report Preparation | Woodard & Curran (annual report) | \$149,675 | \$149,675 | \$149,675 | \$-- |
| Interconnected Surface Water | Luhdorff & Scalmanini, Consulting Engineers | \$49,607 | \$89,607 ² | \$504,455 | \$414,848 |
| Inadequate Determination Response | EKI Environment and Water | \$55,000 | \$55,000 | \$55,000 | \$-- |
| Net | | | | | \$108,923 |

² Proposed Increase in Task Order of \$40,000

With the proposed increase in Task Order expenses, total expenditures for the budgeted activities are projected to come in under total budgeted amounts, largely as a result of the expenses of ISW well installation and subsidence monitoring equipment being purchased by GSA's directly and reimbursed by the SGMA grant directly, rather than through the Water Authority budget.

November 12, 2025

Project No. 24-2-003

J. Scott Petersen
Water Policy Director
San Luis & Delta-Mendota Water Authority

**SUBJECT: Request for Budget Increase – Interconnected Surface Water Monitoring Well
Construction Management (Task Order 011-F25-AA63TO01)**

Dear Mr. Petersen,

Luhdorff & Scalmanini, Consulting Engineers (LSCE) respectfully requests a budget increase from the San Luis & Delta-Mendota Water Authority (SLDMWA) for construction management services under the above referenced task order.

The original budget table is provided below in **Table 1**. The original scope anticipated construction of three interconnected surface water (ISW) monitoring wells using a single competitively bid contract awarded to a single driller. Bradley and Son's, Inc. was originally awarded this work in November 2024. LSCE completed Tasks 2 (Environmental Compliance and Permitting) and 3 (Advertise, Bid, and Award) for all three sites prior to determination that SLDMWA funding could not be used for wells outside its boundaries.

| Task. | Budget | Amount Billed |
|---|----------|---------------|
| Task 1. Construction Management | \$48,205 | \$45,188 |
| Task 2. Environmental Compliance and Permitting | \$9,062 | \$21,108 |
| Task 3. Advertise Bid and Award | \$4,060 | \$1,183 |
| Task 4. Grant Administration | \$5,640 | \$183 |
| Task 5. Project Management | \$9,036 | \$17,401 |
| Total | \$75,999 | \$85,063 |

The funding restriction necessitated separate procurement and permitting process for each well:

- ISW-1 - Stanislaus County
- ISW-2 - Patterson Irrigation District
- ISW-3 – Merced County (on California Department of Fish and Wildlife land)

Only PID was able to retain the original bidder (Bradley and Son's, Inc.). Stanislaus and Merced Counties required new bid packages due to their procurement process, and additionally, ISW-1 required the identification of a new site and re-submittal of environmental documentation.

Task 1. Construction Management

Based on the level of effort of ISW-2, which was the first well constructed, LSCE was on track to complete construction management for all three wells under the proposed budget of \$48,105. The following summarizes the expenses associated with construction of ISW-2 and ISW-3.

ISW-2 (PID)

- Constructed: March 3-13, 2025 (9 working days)
- Drilling Contract (Bradley & Son's): \$117,180
- LSCE Construction Management & Reimbursables: \$10,343.74
- Total Cost: \$127,523.74

ISW-3 (Merced County)

- Constructed: September 4 -25, 2025 (16 working days)
- Drilling Contract (Living Water Well Drilling): \$155,000
- Charged Standby Time: \$4,000
- LSCE Construction Management & Reimbursables: \$30,528.34
- Total Cost: \$189,528.34

Task 2. Environmental Compliance and Permitting

LSCE is currently over budget on this task due to the additional efforts required after LSCE was unable to use the originally selected well driller. The following bullet points identify those efforts

- Coordination with CDFW staff and Merced County for ISW-3
- Preparation of two NOEs for ISW-1
- Identification of new site for ISW-1 which included a site visit and meetings with representatives from Stanislaus County, Hallmark Group, and SLDMWA.

Task 3. Advertise Bid and Award

LSCE has not exceeded the budget for this task.

Task 4. Grant Administration

LSCE has not exceeded the budget for this task.

Task 5. Project Management

More time than originally anticipated has been spent on this task. The budget was developed for all work to be completed by November 2024. DWR granted an extension for the Sustainable Groundwater Management Grant through December 2025. In its original scope of work, LSCE identified attendance at a minimum of two coordination committee meetings. The progress of ISW well construction has been a standing item at all Coordination Committee meetings through 2025 which has required preparation of meeting materials.

Basis for Budget Increase

Construction of ISW-3 required 16 working days of on-site management due to extended drilling duration. Additional, LSCE submitted two NOEs for ISW-1 and required multiple meetings to coordinate with Stanislaus County, Merced County, and the Delta-Mendota Subbasin due to the change circumstances of this work. LSCE has already exceeded the original project budget by \$9,064.

While it is anticipated that drilling duration and oversight time will be less than ISW-3, to complete ISW-1 under similar conditions through well development and testing, LSCE requests an additional \$40,000 in construction management funds. This amount is based on the exceeded project budget and the time expected on ISW-3 and anticipates comparable effort for ISW-1.

We appreciate your consideration and are available to discuss the request at your convenience.

Sincerely,

LUHDORFF AND SCALMANINI
CONSULTING ENGINEERS



Andrew Francis, PG
Project Hydrogeologist

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

**FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES**

FOR

**SGMA Support – Construction Management for Well Installation for an Interconnected Surface
Water Monitoring Network**

Agreement No.: 011-F26-AA63-TO001

This First Amendment to Agreement No. 011-F26-AA63-TO001 is made and entered into effective December 18, 2025 by and between San Luis & Delta-Mendota Water Authority (“SLDMWA”) and Luhdorff & Scalmanini, Consulting Engineers., (“Consultant”).

WHEREAS, on June 24, 2025, SLDMWA and Consultant entered into a Task Order Agreement Whereby Consultant would perform SGMA Support – Construction Management for Well Installation for an Interconnected Surface Water Monitoring Network; and

WHEREAS, the parties now agree that a First Amendment to said Task Order Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS FIRST AMENDMENT TO AGREEMENT WITH THE CHANGES OUTLINED BELOW:

- 1. Increase Task Order 1 – SGMA Support – Construction Management for Well Installation for an Interconnected Surface Water Monitoring Network total budget maximum by \$40,000.00**
 - a. From: \$49,607.34**
 - b. To: \$89,607.34**

All other tasks, terms and conditions on original agreement remain unchanged.

IN WITNESS WHEREOF, this Amendment has been executed by and on behalf of the parties hereto, the day, month and year so indicated above. If Consultant is a corporation, partnership or limited liability company, documentation must be provided that the person signing below for Consultant has the authority to do so and to so bind Consultant to the terms of this Agreement.

| <u>Consultant</u> | <u>San Luis & Delta-Mendota Water Authority</u> |
|--|--|
| By: _____ Scott Lewis, PG President Luhdorff & Scalmanini, Consulting Engineers | By: _____ Scott Petersen Water Policy Director San Luis & Delta-Mendota Water Authority |

**SLDMWA – Luhdorff & Scalmanini, Consulting Engineers
SGMA Support – Construction Management for Well Installation for an
Interconnected Surface Water Monitoring Network**

Task Order 011-F26-AA63-TO001

This Task Order is a continuation of remaining services pursuant to Task Order 011-F25-AA63-TO001.

TASK 1 – Construction Management

Luhdorff & Scalmanini, Consulting Engineers (LSCE) will perform all aspects of construction management for the drilling of monitoring wells for an interconnected surface water (ISW) monitoring network. As construction manager, LSCE will ensure the monitoring wells are sited and installed per the November 2023 Basis for Design Report (Appendix A) and requirements of the grant agreement task specifications (Appendix B).

Subtask 1.1: Project Field supervision and Construction Oversight

LSCE will provide oversight and supervision of all work performed by the contractor during drilling and construction of the monitoring wells. Oversight and inspection of well drilling and construction will be overseen by a California Professional Geologist (PG) or someone working under the direct supervision of a PG. LSCE personnel will have the authority to stop work at any time if situations arise or identified as potential safety or property damage issues or if the contractor is out of compliance with permit, project specification(s), or site-specific restrictions.

Subtask 1.2: Monitoring Well Drilling and Installation

A subsurface investigation at each site will include test hole drilling, collection of lithologic samples, performing down-hole geophysical surveys, monitoring well construction, and piezometer development. Based on the information developed as part of the test hole investigation, LSCE will prepare monitoring well designs for final approval by an ad hoc subcommittee of the Coordination Committee. The ad hoc subcommittee will inform the Coordination Committee of any substantial changes. Monitoring well designs will adhere to California Department of Water Resources Water Well Standards as outlined in Bulletin 74-81 and 74-90 and the applicable local well permitting agency.

Each monitoring well will be completed at the surface with either an above-ground completion (lockable enclosure, concrete pad, bollards) or an at-grade completion (manhole with security bolts and concrete apron), depending on the site. All water generated during development will be contained and disposed of according to site-specific requirements.

Task 1 Deliverables:

- Construction field notes
- Photo documentation
- Lithologic and geophysical logs
- Well Completion Reports
- As-built monitoring well diagrams
- Development records

Online Document Accessibility: Consultant will provide electronic copies of documents and materials designated for public access on the Authority's public website consistent with Web Content Accessibility Guidelines (WCAG) 2 Level AA Conformance and/or current state and federal standards for accessibility. If Consultant has any question as to whether a deliverable is subject to these requirements, Consultant shall confirm with the Authority whether the deliverable is anticipated to be posted to the Authority website. Consultant may reference the California Department of Technology's Web Accessibility Assessment Checklist at [SIMM 25 IT Accessibility Resource Guide \(ca.gov\)](#) to help Consultant comply with State and WCAG standards and requirements. Consultant should ensure documents and materials created for the Authority are compatible with most major Internet browsers, including Chrome, Firefox, and Safari. The Authority reserves the right to return to Consultant for correction any deliverable that is required to be website accessible, and that the Authority determines not be compliance, in accordance with these standards. Any such modification shall be done at Consultant's cost and without further charge to the Authority.

This is a "Not to Exceed" Task Order. Consultant will not exceed its submitted budget estimate for the scope of work and tasks as detailed below without prior approval from SLDMWA. Consultant may request to amend the submitted budget of \$49,607.34 prior to the end of the fiscal year. If such a request is made, Consultant agrees to reimburse reasonable expenses incurred by SLDMWA in preparation of the Task Order Budget Amendment, including but not limited to: staff time, legal review, and scheduling and conducting special meetings and consultations with LPSs and GSAs.

Basis for Payment: Time and Materials

Budget Maximum: \$49,607.34

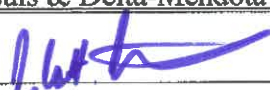
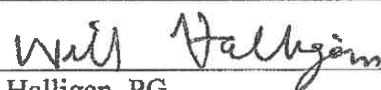
Estimate of Time Schedule: March 1, 2025 – February 28, 2026

SLDMWA Project Lead: Scott Petersen scott.petersen@sldmwa.org

Consultant Project Lead: Scott Lewis slewis@lsce.com

Special Instructions: (1) All invoices should be sent to Project Lead, as well as Felicia Luna at accounts.payable@sldmwa.org pursuant to Article 6 of Exhibit B to the Agreement; (2) All invoices shall reference: **"0011-F26-AA63-TO001 SGMA Support – ISW Construction Management"**.

Accepted:

| San Luis & Delta-Mendota Water Authority | Consultant |
|--|--|
| By:  Scott Petersen Water Policy Director San Luis & Delta-Mendota Water Authority | By:  Will Halligan, PG Senior Principal Hydrologist, President Luhdorf & Scalmanini, Consulting Engineers |
| Date: <u>3/1/25</u> | Date: <u>6-24-2025</u> |