

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

Thursday, December 18, 2025, 10:00 AM **DRAFT**

Board Room, San Luis & Delta-Mendota Water Authority  
842 6<sup>th</sup> 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)  
Chase Hurley\*, Alternate – Pacheco Water District  
Damian Aragona, Member – Widren Water District (WWD)  
Danny Wade\*, Alternate – Fresno Slough Water District & Member – Tranquillity Irrigation District (FSWD/TQID)  
Hugh Bennett\*, Alternate – Eagle Field Water District (EFWD)  
Wayne Western\*, Member – Panoche Water District

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

**Absent**

Merced County  
Mercy Springs Water District  
Oro Loma Water District  
San Luis Water District

**Others Present**

Patrick McGowan – Panoche Water District  
Sam Cunningham – Provost & Pritchard (P&P)

**Others Present Via Zoom**

Anona Dutton – EKI  
Chris Linneman – Summers Engineering  
Gilbert Torres – Fresno County  
Hannah Dickenson – P&P  
Juan Cadena, –Mercy Springs Water District  
Lacey McBride – Merced County  
Lauren Layne – Baker Manock & Jensen (BMJ)  
Leslie Dumas – Woodard & Curran  
Michael Moore – Fresno Madera Farm Credit

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

Chair Aaron Barcellos/Pacheco Water District called the meeting to order at 10:01AM.

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 November 20, 2025 Special Joint Meeting of the Central Delta-Mendota Region Management Committee and Central Delta-Mendota GSA
- b. Budget-to-Actual Report

There were spelling corrections to three committee member names identified for Item 4.a. Wayne Western/Panoche Water District made the motion to approve with those spelling corrections, Augustine (Augie) Ramirez/Fresno County seconded. The motion carried unanimously.

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

- a. Minutes for the November 20, 2025 Special Joint Meeting of the Central Delta-Mendota Region Management Committee and Central Delta-Mendota GSA

Augie Ramirez/Fresno County made the motion to approve the Central Delta-Mendota GSA Consent Calendar with the same spelling corrections as those in item 4.a. Wayne Western/Panoche Water District seconded. The motion carried unanimously.

6. **Committee to Consider Authorizing the Well Census Proposal for GIS Services with Provost & Pritchard Consulting Group.**

Lauren Layne/BM&J introduced this item and stated that Scott Petersen/SLDMWA reached out regarding the approval of these services under the existing Task Order with Provost & Pritchard Consulting Group (P&P). Ms. Layne suggested that the Committee review and take action to approve the proposal. Amy Montgomery/SNCWD made the motion to approve the proposal. Danny Wade/FSWD/TQID seconded the motion. The motion carried unanimously.

7. **GSA to Review and Take Action to Enter into the CDMGSA Membership Agreement with Widren Water District to authorize Widren Water District to become a member of the CDMGSA**

Lauren Layne/BM&J introduced this item and explained the steps needed to approve Widren Water District (WWD) becoming a member of the Central Delta-Mendota GSA JPA. Damian Aragona/WWD stated WWD held a board meeting on December 18<sup>th</sup> and the Board adopted a resolution and approved the Membership Agreement. Mr. Aragona will provide Ms. Layne with the documentation. Wayne Western/Panoche Water District made the motion to approve. Hugh Bennett/EFWD seconded. The motion carried unanimously.

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

Augie Ramirez/Fresno County stated that the Coordination Committee approved staff to execute the amendment at the meeting on December 8, 2025. This action would be for the Central Region Management Committee to ratify Chase Hurley's vote as the representative for the Central Region. Amy Montgomery/SNCWD made the motion to approve, Augie Ramirez/Fresno County seconded. The motion carried unanimously.

**9. Committee to receive report on draft FY27 budget for the Central Delta-Mendota Management Region Activity Agreement (Fund 65)**

Sam Cunningham/P&P noted that this item is still being prepared by SLDMWA staff and will be shared at a later date.

**10. Committee to receive report on draft FY27 budget for the Coordinated Delta-Mendota Management Region Activity Agreement (Fund 63)**

Sam Cunningham/P&P provided an update that no amendments were made by subsequent committees who reviewed and recommended approval to the draft FY27 budget for the Coordinated Delta-Mendota Management Region Activity Agreement (Fund 63) so there is no need for the Central Region Management Committee to take any further action.

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

Chase Hurley/Pacheco Water District shared that the Subbasin still anticipates a State Board meeting to return the Delta-Mendota Subbasin to DWR oversight in Spring of 2026. Mr. Hurley also noted that there are no anticipated challenges with DWR regarding the current GSP as there is ongoing consultation regarding thresholds and objectives for subsidence and interconnected surface water.

Mr. Hurley also stated that the Coordination Committee recommended approval of the Fund 63 budget for FY27, with the same provision as the Central Region that the line item for calibrated model development be approved prior to that work occurring. Augie Ramirez/Fresno County added that the Technical Ad Hoc is tasked with reviewing that scope of work to provide future recommendations.

**12. Committee/GSA Signatures Received on the JPA (Layne)**

Lauren Layne/BMJ shared that there are two GSAs with outstanding signatures on the Delta-Mendota Subbasin GSAs JPA, Madera County GSA and Oro Loma Water District GSA. Madera County GSA has the item on the agenda for their January 6<sup>th</sup> meeting. Legal counsel and Jarrett Martin will continue discussions with Oro Loma Water District GSA and may attend a future board meeting. Ms. Layne reiterated that the JPA needs to be stood up for contracts to be transferred from the SLDMWA to the JPA, into the new fiscal year.

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

Anona Dutton/ EKI noted that the information required as part of the PRP must be completed for inclusion in the Annual Report. The Coordination Committee received slides detailing the

specific actions needed, which will be shared following this meeting. Chase Hurley/Pacheco Water District added that there is a focus on overdraft reduction and subsidence mitigation. Mr. Hurley stated that the information regarding well registration and metering should be able to be updated. Aaron Barcellos/Pacheco Water District requested that a report item on PRP reporting be included for the January meeting.

**14. Committee/GSA to Discuss November Water Level Monitoring Event (Dumas)**

Leslie Dumas/W&C shared that the only missing data for the November water level monitoring event is from San Luis Water District. Once all data is received W&C will perform an SMC analysis and work with Hallmark Group to notify agencies of any exceedances.

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

Leslie Dumas/W&C stated that construction activities should be completed by the end of the year, but if a project is likely to exceed that timeline and Ms. Dumas has not yet been notified, she should be made aware as soon as possible. Ms. Dumas also reminded everyone that construction projects will require a Project Monitoring Plan and all projects will require a Component Completion Report, which should be started soon so questions can be addressed. Ryan Hirono/W&C will start reaching out regarding invoices through December in January of 2026.

**16. Next Steps**

- a. P&P proposal will be finalized and Well Census Update will start.
- b. The cost share breakdown for the Central Region will be provided once it is complete.
- c. Slides from the Coordination Committee regarding PRP implementation will be distributed following the meeting.
- d. A report item will be added for the January meeting regarding PRP reporting.
- e. Data must be uploaded to the DMS by the end of December.
- f. If a SGMA Round 1 grant project will have construction activities continued beyond January, Leslie must be made aware as soon as possible.
- g. W&C will provide the aggregated pumping data, broken down by agency, for discussion at the January meeting.
- h. An agenda item to report on groundwater pumping data will be added for future agendas, following the conclusion of the water year.

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

There were no reports provided.

**18. 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.

19. Conference with Legal Counsel – Anticipated Litigation (1 case)

20. Report Out of Closed Session

There was no closed session.

21. Future Meetings

- a. Central Delta-Mendota Region Management Committee
  - i. Thursday, January 22, 2026 at 10:00 AM (SLDMWA)
  - ii. Schedule of meetings to be approved at this meeting

22. ADJOURNMENT

Aaron Barcellos/Pacheco Water District adjourned the meeting at 10:38 AM.

DRAFT

**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 - 11/30/25

EXPENDITURES	Annual Budget	Paid/ Expense	Amount Remaining	% of Amt Remaining	Expenses Through
<b><u>Legal:</u></b>					
Baker Manock & Jensen	\$ 35,000	\$ 14,173	\$ 20,827	60%	11/4/25
<b><u>Other Professional Services:</u></b>					
Contracts	\$ 363,028	\$ 109,839	\$ 253,189	70%	11/10/25
<b><u>Other:</u></b>					
Executive Director	\$ 500	\$ -	\$ 500	100%	
General Counsel	\$ 1,500	\$ -	\$ 1,500	100%	
Water Policy Director	\$ 20,000	\$ 5,567	\$ 14,433	72%	11/30/25
In-House Staff	\$ 2,500	\$ 1,983	\$ 517	21%	11/30/25
Hydrotech 3	\$ 24,423	\$ 13,122	\$ 11,301	46%	11/30/25
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%	
<b>Total Expenditures</b>	<b>\$ 451,451</b>	<b>\$ 144,700</b>	<b>\$ 306,751</b>	<b>68%</b>	

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DRAFT

Central Delta-Mendota GSA  
Statement of Income and Expenses

Adopted Budget Fiscal Year 2025-26 <i>Budget to Actual</i>	3rd Qtr September, October, November			<i>Remaining Budget</i>
	Budget	2025-26	FYTD	
<b>Operating Revenues</b>				
4000 Member Contributions	\$ 40,000.00	\$ -	\$ 40,000.00	-
4100 Interest Income	-	0.54	4.00	(4.00)
4300 Other Income	-	-	-	-
Total Operating Revenues	40,000.00	0.54	40,004.00	
<b>Operating Expenses</b>				
<i>Administration:</i>				
5275 Bank Fees	50.00	-	-	50.00
5300 Office Supplies	400.00	-	-	400.00
5325 Regularatory Fees	250.00	-	-	250.00
5500 Insurance Expense	500.00	-	-	500.00
5510 Website Domain	90.00	-	7.47	82.53
5520 Website Hosting	300.00	144.98	564.98	(264.98)
Total Administration Expenses	1,590.00	144.98	572.45	
<i>Professional Services:</i>				
5425 Auditor Fees	9,750.00	9,750.00	9,750.00	-
5450 Legal Fees/District	18,000.00	9,464.88	9,464.88	8,535.12
5475 Consultant Fee (SLDMWA)	8,000.00	-	-	8,000.00
Total Professional Services	35,750.00	19,214.88	19,214.88	
6000 Website Set Up	2,000.00	-	1,868.75	
Total Operating Expenses	39,340.00	19,359.86	21,656.08	
Net Operating Revenue	\$ 660.00	\$ (19,359.32)	\$ 18,347.92	

Central Delta-Mendota GSA  
Investment Report

**3rd Quarter FY 2025-26**

**September, October, November**

Current Assets		3rd Quarter	2nd Quarter	% Change
<u>Unrestricted Funds</u>				
1000-00	Wells Fargo Checking Account	\$ 54,454.86	\$ 50,599.30	7.08%
Total Current Assets		<u>\$ 54,454.86</u>	<u>\$ 50,599.30</u>	7.08%

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

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

**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 \_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”), by and between (i) the Central Delta-Mendota Groundwater Sustainability Agency, a California joint powers authority (“CDM GSA”), and (ii) Oro Loma Water District, a California water district (“Oro Loma WD”). CDM GSA and Oro Loma 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 original 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 executed that certain Membership Agreement to join the Central Delta-Mendota GSA Joint Powers Agreement effective January 1, 2026, to become a Member of the CDM GSA.

F. Oro Loma 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.

G. 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.

H. Oro Loma WD represents and warrants that on \_\_\_\_\_, 2026, during a duly noticed Board of Directors meeting, its Board considered and adopted a resolution approving Oro Loma 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 Oro Loma WD as a Member of the CDM GSA by the execution of this Membership Agreement, on condition that Oro Loma WD agrees to be bound by the terms of the Joint Powers Agreement.

2. **Oro Loma WD Compliance Obligation.** Beginning on the Effective Date of this Membership Agreement, Oro Loma WD shall comply with all of the following: (i) all 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. Oro Loma 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 Oro Loma 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 Oro Loma WD’s participation, including but not limited to service area boundaries, project entitlements, and compliance certifications. Oro Loma 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

**“Oro Loma WD”**  
Oro Loma Water District, a California water  
district

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Aaron Barcellos

Name: \_\_\_\_\_

Title: Chairman

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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 depository 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 (2/3<sup>rd</sup>) 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.**

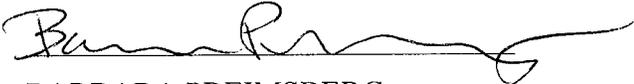
### **MISCELLANEOUS**

- 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: \_\_\_\_\_

*Previous page*

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

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: **PANOCHE 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: 

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

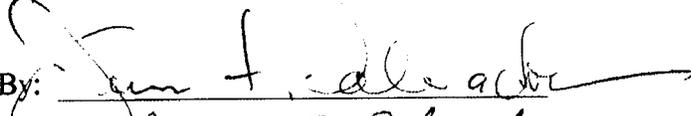
Email address: amontgomery@sn cwd.com

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By:   
Name: Jerome F Salvador  
Title: Board President  
Date: 6-19-19

Agency Contact information:

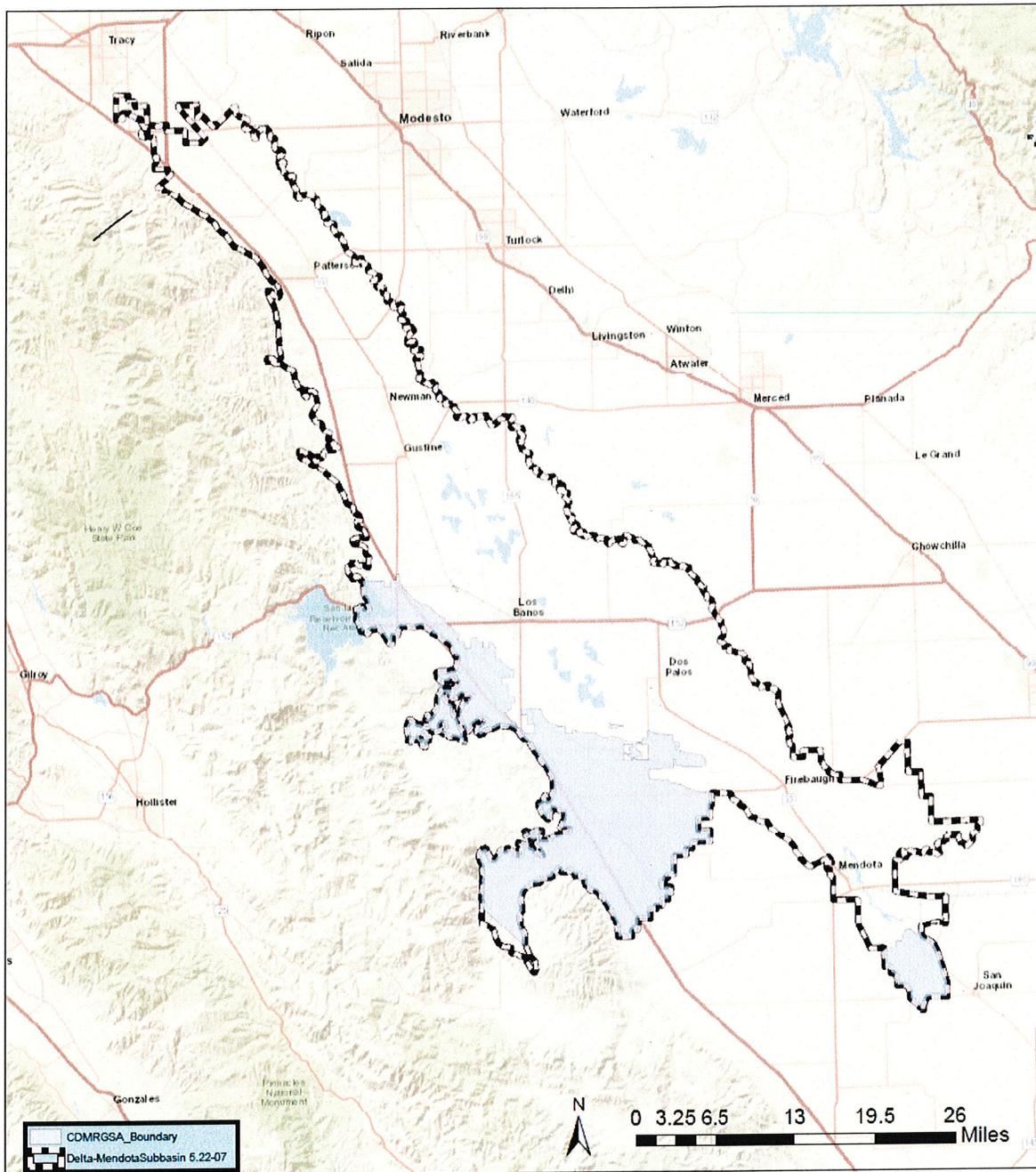
Address: P.O. Box 487 Tranquillity 93668

Telephone: 559-698-7225

Fax: 559-698-5105

Email address: danny@trg.d.com

**EXHIBIT A**  
**MAP OF DELTA-MENDOTA SUBBASIN BOUNDARIES**



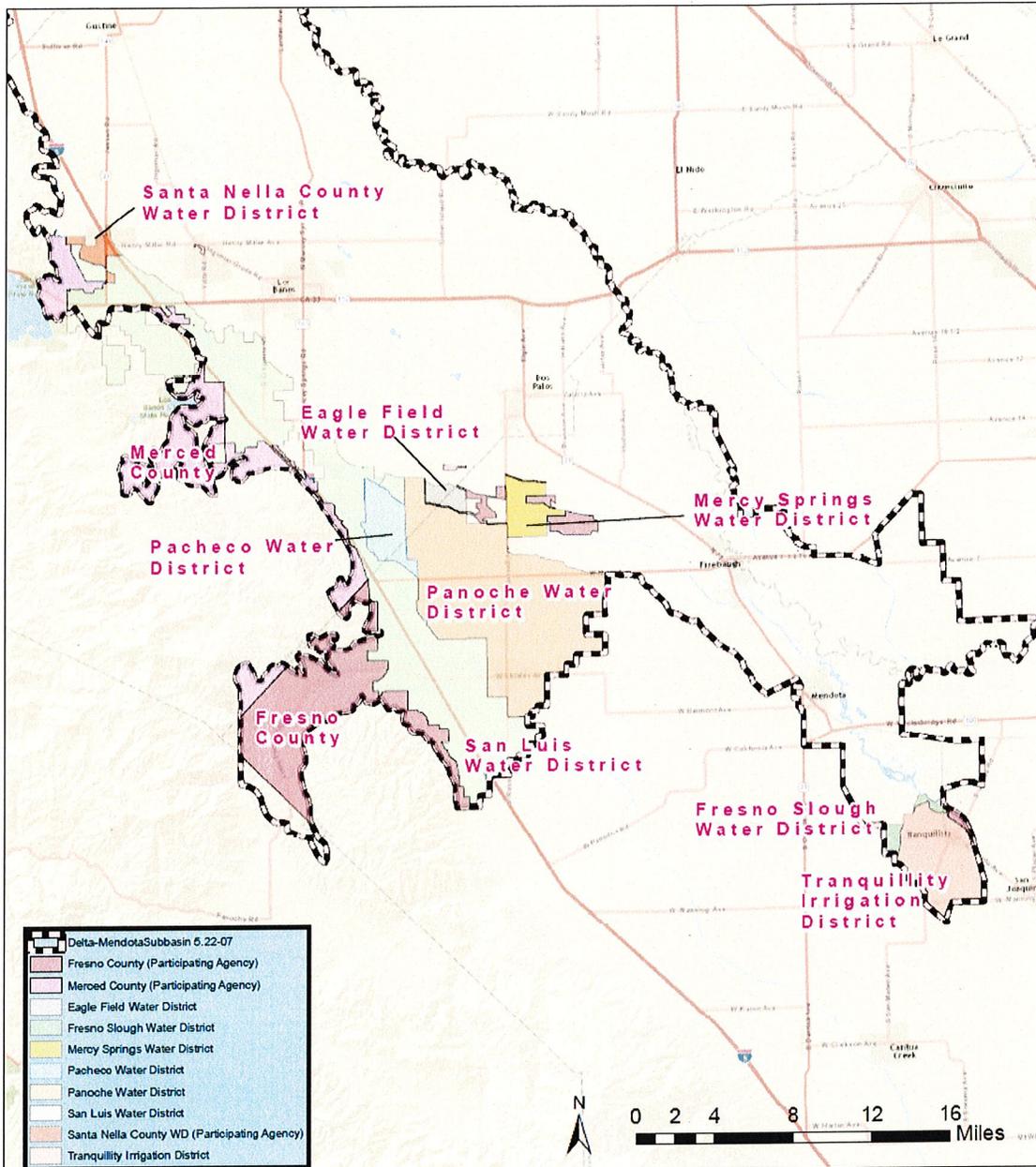


## Delta-Mendota Subbasin

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

**EXHIBIT B**

**MAP OF CENTRAL DELTA-MENDOTA REGION BOUNDARIES**



**Central Delta-Mendota Region GSA  
Local Agency Boundaries**

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

**EXHIBIT C**  
**CENTRAL DELTA-MENDOTA GSA**  
**MEMBER CONTRIBUTIONS**

<b>Party Name</b>		<b>Member Contributions</b>
<b>Central DM GSA</b>		<b>(100%)</b>
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”**

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

**RESOLUTION NO. \_\_\_-26**

**ORO LOMA 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**

A. **WHEREAS**, Oro Loma Water District (“Oro Loma WD”) is a California water district organized and operating under Division 13 of the California Water Code; and

B. **WHEREAS**, the Oro Loma WD 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

C. **WHEREAS**, Oro Loma WD has previously elected to serve as a GSA for its service area pursuant to Water Code section 10723; and

D. **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

E. **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

F. **WHEREAS**, Oro Loma WD 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

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

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED** that the Oro Loma Water District Board of Directors does hereby determine and declare as follows:

1. Approval of Membership in CDM GSA. The Board of Directors approves Oro Loma WD 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 Oro Loma WD;
- 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 Oro Loma WD's membership in the CDM GSA.

4. Findings. The Board of Directors finds:

- a. Entering into the Membership Agreement is within the Oro Loma WD's statutory powers and is consistent with SGMA;
- b. Oro Loma WD 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 Oro Loma WD 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).

**PASSED, APPROVED, AND ADOPTED** on this \_\_\_ day of \_\_\_\_\_, 2026 by the following votes:

AYES:

NAYS:

ABSTAIN:

ABSENT:

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[Name], President

Attest:

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[Name], Secretary

TO: Delta-Mendota Subbasin Budget and Contracts Ad Hoc Committee

FROM: Scott Petersen, Water Policy Director, San Luis & Delta-Mendota Water Authority

DATE: January 16, 2026

SUBJECT: Coordination Committee to Authorize Staff to Execute Relevant Consultant Contracts for Fiscal Year 2027 SGMA Program Implementation Services

**Background**

In November 2025, the San Luis & Delta-Mendota Water Authority (“Water Authority”), at the direction of the Delta-Mendota Subbasin Coordination Committee (“D-M CC”), released a Request for Proposals (“RFP”) for Delta-Mendota Subbasin Groundwater Sustainability Plan Implementation Support Services. The RFP requested proposals for two types of services: (1) Program Management, and (2) Technical Support.

In response to the RFP, Water Authority staff received three total proposals, (1) EKI Environment and Water, for Technical Support Services, (2) The Hallmark Group, for Program Management Support Services for the Northern, Central, and Coordination Committees, and (3) Provost & Pritchard, for Program Management Support Services for the Central Delta-Mendota Region.

After receipt of the proposals, staff provided a scoring template and relevant proposal information to the Budget and Contracts Ad-Hoc Committee for review and scoring of relevant information.

**Recommendation**

Budget and Contracts Ad-Hoc Committee to recommend that the Coordination Committee authorize staff to execute relevant consultant contracts for FY27 SGMA Program Implementation Support Services.

**Discussion**

On January 12, 2026, the D-M CC ratified the Fiscal Year 2027 budget and requested that Water Authority staff provide a staff report regarding relevant consultant contracts before the D-M CC authorizes staff to execute those contracts.

**Consultant Contracts Fiscal for Fiscal Year 2027**

During development of the Fiscal Year 2027 budget, a request for proposals was issued for two distinct services: (1) Program Management and (2) Technical Support. Proposal responses were used by SLDMWA staff to develop the recommended FY27 budget approved by the D-M CC and the Water Authority Board of Directors. Currently, the SLDMWA is acting as the fiscal and administrative agent for the D-M CC through February 28, 2026. However, GSAs in the the Delta-Mendota subbasin are in the process of executing a Joint Powers Agreement that will create a separate Joint Powers Authority (JPA) prior to March 1, 2026. If the JPA is not able to execute SGMA Program implementation consultant contracts prior

to March 1, 2026, staff requests the Coordination Committee authorize Water Authority staff to execute relevant consultant contracts, subject to legal review and consistent with the approved Fiscal Year 2027 Fund 63 Budget, to continue D-M SGMA Program Implementation Services.

**Proposals Received for Program Management**

No.	Consultant Name	Scope	Proposed Budget	Ad Hoc Ranking
1	Hallmark Group	Program Management and Accounting Support Services (Coordinated)	\$268,030	1
2	Hallmark Group	Program Management and Accounting Support Services (Northern)	\$107,482	1
3	Hallmark Group	Program Management and Accounting Support Services (Central)	\$109,390	1
4	Provost & Pritchard	Program Management Support Services (Central)	\$68,129	2

**Proposals Received for Technical Support Services**

No.	Consultant Name	Scope	Proposed Budget	Ad Hoc Ranking
1	EKI Environment and Water, Inc.	Technical Support Services (Coordinated)  1. GSP Implementation Support 2. Annual Report Preparation 3. Addressing Data Gaps 4. Evaluation of Adjacent Subbasin GSPs/Annual Reports/Periodic Updates  Groundwater Model Calibration for subsidence	\$531,143          \$447,457	1
2	EKI Environment and Water, Inc.	Technical Support Services (Northern)	\$80,000	1
3	EKI Environment and Water, Inc.	Technical Support Services (Central)	\$80,000	1

**Water Authority Recommendation**

Based on the proposals received and their respective ranking from Water Authority program staff and the Ad Hoc Committee, Water Authority staff recommends that the Ad Hoc formalize a recommendation to the Coordination Committee to execute the following consultant contracts: Hallmark Group for Program Management, EKI Environment and Water for Technical Support Services, Houston Engineering for Data Management System Maintenance/Hosting. This recommendation is consistent with the resolution adopted by the Water Authority Board with the Fiscal Year 2027 budget and the Water Authority’s procurement policy.

**Ad Hoc Committee Action**

Staff requests the Ad Hoc Committee formalize a recommendation to the Coordination Committee to authorize staff to execute relevant consultant contracts. The recommendation will be presented to the Coordination Committee for consideration of approval during the February 9, 2026 meeting.



## MEMORANDUM

TO: Central Delta-Mendota Management Committee and Central Delta-Mendota GSA  
Agenda Item 8

FROM: Sam Cunningham, Provost & Pritchard Consulting Group  
Taylor Blakslee, Hallmark Group

DATE: January 22, 2026

RE: Committee to Consider Authorizing the Representative to the Coordination Committee to Authorize EKI to Expand PRP Dashboard Data to All GSAs, Beyond Current Zone Restrictions

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### ISSUE FOR DISCUSSION

The Board is being asked to provide direction to the representative to the Coordination Committee on whether to authorize EKI to expand the PRP Dashboard Data to all of the GSAs beyond the current Zone restrictions.

### RECOMMENDATION

Staff have no recommendation on this issue.

### DISCUSSION

During the December 8, 2025, Coordination Committee meeting, GSA access to the Pumping Reduction Plan Dashboard data was discussed.

Currently, per prior GSA direction, the PRP Dashboard is set up to only allow GSA representatives to view data from their respective Zones (listed below). Some Committee members expressed support for GSAs to be able to view all data from all GSA Zones. The Committee directed staff to send a notice to GSA representatives stating that the Coordination Committee would consider authorizing EKI to expand GSA access to view data beyond the current "Zones" during the January 12, 2026 meeting.

While the initial effort to set up the GSA-specific viewing access was fairly significant, the estimated cost to expand data access to all GSAs is less significant and can be incorporated within EKI's existing scope of work and approved funds.

#### GSA Zones:

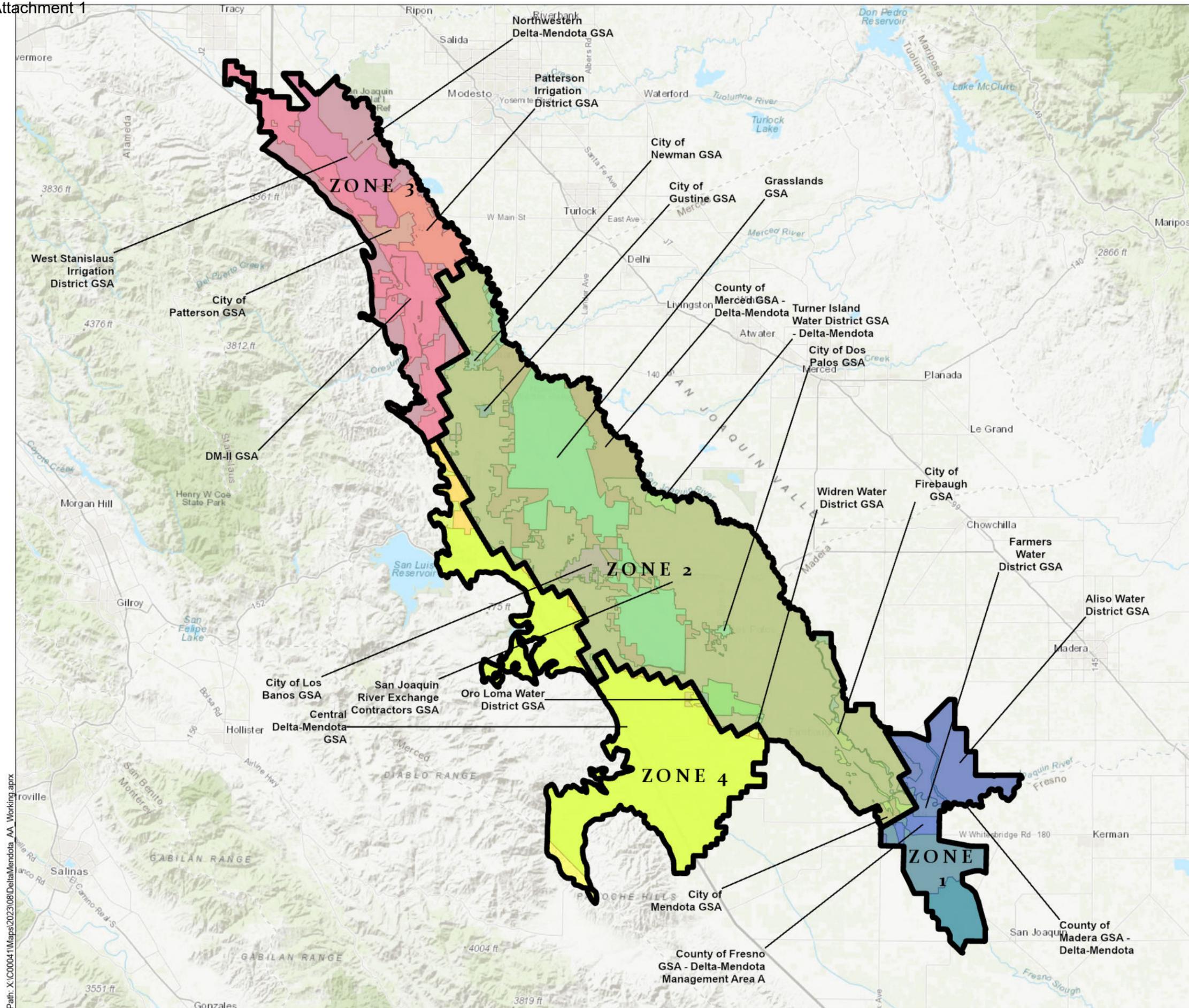
Zone 1: Aliso, Farmers, and Fresno GSA Groups

Zone 2: Grassland, and SJREC GSA Groups

Zone 3: Northern DM GSA Group

Zone 4: Central DM GSA Group

For reference, a map of the GSAs by Zone is provided as Attachment 1.



**Legend**

**PMA Zones**

- Zone 1
- Zone 2
- Zone 3
- Zone 4

**Groundwater Sustainability Agencies**

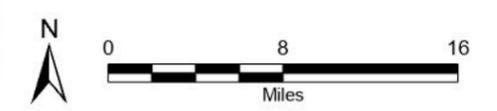
- Aliso Water District GSA
- Central Delta-Mendota GSA
- City of Dos Palos GSA
- City of Firebaugh GSA
- City of Gustine GSA
- City of Los Banos GSA
- City of Mendota GSA
- City of Newman GSA
- City of Patterson GSA
- County of Fresno GSA - Delta-Mendota Management Area A
- County of Fresno GSA - Delta-Mendota Management Area B
- County of Madera GSA - Delta-Mendota
- County of Merced GSA - Delta-Mendota
- DM-II GSA
- Farmers Water District GSA
- Grasslands GSA
- Northwestern Delta-Mendota GSA
- Oro Loma Water District GSA
- Patterson Irrigation District GSA
- San Joaquin River Exchange Contractors GSA
- Turner Island Water District GSA - Delta-Mendota
- West Stanislaus Irrigation District GSA
- Widren Water District GSA

**Abbreviations**

GSA = Groundwater Sustainability Agency  
 PMA = Projects and Management Actions

**Sources**

1. GSA boundaries. California Department of Water Resources. August 25, 2023.
2. Groundwater basins and subbasins. California Department of Water Resources. August 25, 2023.
3. Water Districts. California Department of Water Resources. February 16, 2022



**Delta-Mendota PMA Zones and GSAs**

Path: X:\C00041\Maps\2023\08\DeltaMendota\_AA\_Working.aprx

# SUMMERS ENGINEERING

887 N. Irwin St. – PO Box 1122  
Hanford, CA 93232

## MEMORANDUM

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TO: Panoche Water District and the Grassland Basin Authority

FROM: Chris Linneman

DATE: November 7, 2025

SUBJECT: Grassland Drainage Area Brackish Groundwater Recovery Project

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Background and Purpose: The Brackish Groundwater Recovery Project (Project) is an evolution of the original Groundwater Management Project component included in the 2003 Westside Regional Drainage Plan (Westside Plan). The Westside Plan recognized that there is an upper aquifer (approximately 50 feet to 400 feet below ground, sitting above the E Clay) throughout the northerly portion of the Grassland Drainage Area that is saline, with electrical conductivity (EC) ranging from 2000 to 3000  $\mu\text{s}/\text{cm}$ . Regional well data indicates that this water is migrating northward at an estimated rate of more than 14,000 acre feet per year, potentially contributing to the degradation of groundwater quality along the way.

Although unusable on its own, a fraction of this shallow groundwater can be pumped and blended with other irrigation supplies and, since 2016, an average of 4,500 acre feet per year has been extracted and blended for irrigation use.

The intent of the proposed Project is threefold:

1. Extract sufficient water from this shallow aquifer to reduce the rate of northward migration.
2. Provide a supplemental irrigation supply for local districts.
3. Reduce the amount of deep aquifer (below the E Clay) pumping.

Project Description: There are 17 existing wells within the northerly region of the Grassland Drainage Area (GDA) that are capable of extracting groundwater from the upper aquifer. The ultimate intent would be to pump some or all of these wells and extract up to 9,600 acre feet per year from the upper aquifer to reduce the northward migration of this saline groundwater. One or more wellhead treatment systems would be installed to treat the groundwater to acceptable levels. The pumped and treated groundwater would replace an equivalent volume of deep well water pumped from below the E Clay within the GDA.

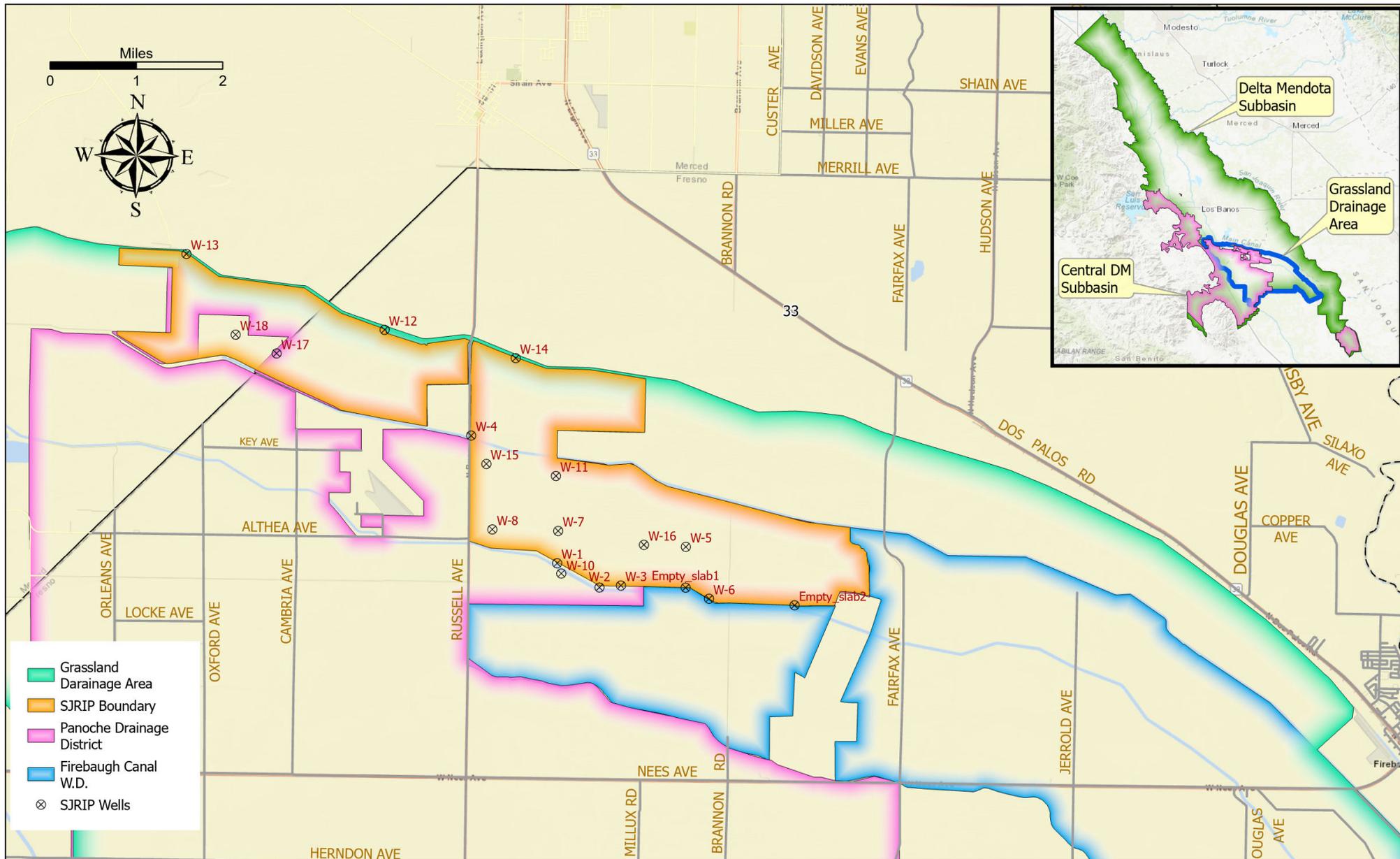
Project Cost: The proposed Project utilizes existing wells with ultimate installation of package a wellhead treatment system(s). The total estimated capital cost is \$7,000,000, including wellhead treatment and conveyance.

Project Phasing, Status, and Schedule:

- Phase 1: Utilize existing wells to extract shallow groundwater and convey that water through existing systems to be assimilated into the irrigation supply. As this phase is using existing wells and conveyance, it can be implemented immediately. The volume pumped would be a function of other water supplies and the ability to assimilate the additional salt load and is expected to range between 4000 and 6500 afy.
- Phase 2: Construct one or more well head treatment system(s) and associated conveyance infrastructure. Once treatment is implemented, the volume pumped could increase to as much 10,000 afy. The schedule for Phase 2 implementation is funding dependant and is to be determined.

Project Benefits:

- Provide supplemental irrigation supply water – up to 10,000 acre feet per year will full project build-out.
- Reduce and potentially eliminate deep groundwater pumping by substituting upper aquifer pumping for lower aquifer pumping.
- Reduce the volume of saline groundwater migrating from the region by up to 10,000 acre feet per year.



Grassland Drainage Area Brackish Groundwater Recovery Project