



Special Joint Meeting of the Board of Directors of the Delta-Mendota Subbasin GSAs Joint Powers Authority and the Coordination Committee

Wednesday, February 4, 2026, 1:00 PM

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

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

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

Webinar ID: 934 9144 6604

Call-In: +16694449171,,93491446604# US

NOTICE IS HEREBY GIVEN that a Special Joint meeting of the Delta-Mendota Subbasin GSAs Joint Powers Authority and Coordination Committee has been called for **Wednesday, February 4, 2026, 1:00 PM**, on items listed on the attached agenda, which is incorporated by reference and made a part hereof.

Teleconference Locations:

842 6th St.

Los Banos, CA 93635

1001 K St.

Sacramento, CA 95814

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

AGENDA

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

Action Items

*Items requiring a unanimous vote of all Directors are indicated by ****

6. Approval of Budget for the Fiscal Year Starting March 1, 2026 and Authorize Initial Cash Call*** ([Blakslee](#))

7. Appointment of Legal Counsel and Authorize the Chair to Execute an Engagement Agreement*** (Hopkins)
8. Approval of Consultant Contracts***
 - a. Authorize a Contract with Hallmark Group for Program Management Services (Hopkins)
 - b. Authorize a Contract with EKI for Groundwater Sustainability Implementation Support Services (Blakslee)
 - c. Authorize a Contract with Houston Engineering for Data Management System Services (Blakslee)
9. Selection and Approval of the Delta-Mendota Subbasin Groundwater Sustainability Plan Manager (Blakslee)
10. Appointment of Secretary (Blakslee)
11. Appointment of Treasurer (Blakslee)
12. Adopt Resolution No. 2026-1 to Establish a Bank Account, ACH Transactions and Assign Signatories (Blakslee)
13. Review and Consider Approval of the Northern DM Region Special Projects Agreement (Layne)
14. Review and Recommend Member GSA Adoption of the Revised Memorandum of Agreement (Layne)
15. Review and Consider Initial Approval of the Draft Conflict of Interest Code (Layne)
16. Selection and Approval of the Delta-Mendota Subbasin GSAs JPA Mailing Address (Blakslee)
17. Approval of the 2026 JPA Board Meeting Schedule and Location (Blakslee)
18. Review and Consider Approval of Insurance Coverage for the JPA (Blakslee)
19. Discuss and Take Appropriate Action on Authorizing Updates to the Website and Domain Name, an Email System, and Logo (Blakslee)

Report Items

20. Update on the Development of Specific Administrative Policies (Blakslee)

Closed Session

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

Open Session

22. Report from Closed Session (Layne)
23. Next Steps (Blakslee)
24. Reports Pursuant to Government Code Section 54954.2(a)(3) (Layne)
25. Next Joint Meeting(s): (Hopkins)
 - a. February 9, 2026, SLDMWA Board Room 842 6th St., Los Banos, CA 93635
26. Adjournment (Hopkins)

TO: Board of Directors
Agenda Item No. 6

FROM: Taylor Blakslee, Hallmark Group

DATE: February 4, 2026

SUBJECT: Approval of Budget for the Fiscal Year Starting March 1, 2026 and Authorize Initial Cash Call

Recommendation

Adopt the Budget for the Fiscal Year starting March 1, 2026 and authorize the initial cash call to cover 6-months of projected expenses.

Discussion

Direction on Fiscal Year 2027 Budget Adoption

On December 8, 2025, the Coordination Committee recommended the San Luis Delta Mendota Water Authority (SLDMWA) approve the Fiscal Year 2027 budget (beginning on March 1, 2026) for Fund 63 to cover Coordination Committee expenses. SLDMWA made slight modifications to the budget (final budget totaled \$1,597,700) which was ratified by the Coordination Committee on January 12, 2026 and is provided as **Attachment 1**.

Since the Delta-Mendota Subbasin GSAs Joint Powers Agreement Authority (DM Authority) was formed on December 1, 2025, it needs to adopt a fiscal year budget. **Does the Board want to adopt the Fiscal Year 2027 budget developed by SLDMWA on behalf of the subbasin as the DM Authority budget for the coming fiscal year? Or, does the DM Authority want to revise the budget?**

Initial Cash Call

Currently, SLDMWA manages the Delta-Mendota Subbasin finances as the fiscal agent and the projected ending fund balance is approximately \$240,000. Once SLDMWA closes and reconciles their books, they will reimburse contributing members for any existing funds. To ensure a smooth transition of services, staff recommend authorizing an initial 6-month cash call, less the estimated costs for the subsidence model calibration, and assessing participating Board entities in February. The initial cash call amount is calculated in Table 1 below, and the costs for each participating entity is shown in Table 2 below.

Table 1: Initial 6-Month Assessment Calculation

1	Fiscal Year 2027 Budget	\$1,597,700
2	Less the Subsidence Model Calibration	(\$525,000)
3	Subtotal	\$1,072,700
4	Subtotal Divided by Two (Represents 6-Months)	\$536,350
5	1/7th Cost Share (1 of 2) (Per Participating Entity)	\$76,621

Table 2:

	Board Representative	Participation Percentage	Initial 6-Month Assessment
1	Aliso WD GSA	1/7	\$76,621
2	Central D-M GSAs Group	1/7	\$76,621
3	Farmers WD GSA	1/7	\$76,621
4	Fresno County Mgmt. Area A & B GSAs Group	1/7	\$76,621
5	Grassland GSAs Group	1/7	\$76,621
6	Northern D-M GSAs Group	1/7	\$76,621
7	San Joaquin River Exchange Contractors GSAs Group	1/7	\$76,621
	TOTAL		\$536,350

Consideration Regarding 2nd Assessment

Below is a table illustrating what the 2nd assessment may be depending on authorization of the subsidence model calibration.

		Model Calibration	2 nd Assessment Per Entity (1/7 th Split)
1	Scenario 1	No	\$76,621
2	Scenario 2	Yes	\$151,621

TO: Board of Directors
Agenda Item No. 8

FROM: Taylor Blakslee

DATE: February 4, 2026

SUBJECT: Approval of Consultant Contracts

Recommendation

Committee review and consider approval of consultant contracts subject to legal review.

Discussion

In November 2025, the San Luis Delta-Mendota Water Authority posted a Request for Proposals and received proposals from consultants for Program Management and Technical Support Services.

On January 12, 2026, the DM Coordination Committee ratified the FY27 Budget, and requested a staff report to provide details of the proposals received by SLDMWA. On January 16, 2026, staff provided a report to the budget and contracts ad hoc committee, including amounts and rankings of the proposals.

The staff report is provided as **Attachment 1** for Board reference.

As the Delta-Mendota Subbasin GSAs Joint Powers Authority (DM Authority) transitions away from the SLDMWA, consultant contracts are needed to operate the DM Authority and to implement the Subbasin GSP in compliance with the Sustainable Groundwater Management Act (SGMA).

The consultant contracts listed in Table 1 are included as **Attachment 2, 3, and 4**, respectively in the packet for Board consideration of approval. Please note that these contract amounts match those outlined in the approved Fiscal Year 2027 Budget.

Attachment No.	Consultant	Scope	Contract Amount
2	Hallmark Group	Program Management and Accounting Support Services (Coordinated)	\$268,030
3	EKI Environment and Water, Inc.	Technical Support Services (Coordinated)	\$531,143
4	Houston Engineering, Inc.	Web Hosting, Support and Maintenance, Optional Enhancements	\$27,500

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.

➤ DELTA-MENDOTA SUBBASIN GSAS JOINT POWERS AUTHORITY PROFESSIONAL SERVICE AGREEMENT

January 29, 2026



DOCUMENTS INCLUDED

Exhibit A – Scope of Services

Exhibit B – Rates



AGREEMENT

HGCPM, Inc. DBA The Hallmark Group ("Consultant") and Delta-Mendota Subbasin GSAs Joint Powers Authority ("Client") hereby agree to the following terms in connection with consulting services that Consultant may provide to the Client. This Agreement is effective as of [Date TBD] (the "Effective Date").

1. SERVICES

The Client hereby engages Consultant to perform, and Consultant agrees to perform, such services as Consultant and the Client may from time to time mutually agree. The parties agree that this Agreement shall initially cover the services being rendered by Consultant described in Consultant's Scope of Services attached hereto as Exhibit A and incorporated herein by reference. In the event Client wishes the Consultant to undertake specific tasks other than or in furtherance of the consulting services described herein, Client may request Consultant to prepare and submit a detailed task proposal including budget, schedule, scope of services, deliverables and any other requirements of the Client. Subject to the mutual agreement of the parties, such other or further services shall be memorialized in writing and shall become a part of this Agreement. Written memorialization may be in the manner of an amendment to this Agreement, acceptance of Consultant's proposal or a task order, as the parties shall mutually agree is most expedient and effective.

2. TERM OF AGREEMENT

This Agreement shall commence on the Effective Date stated above and shall extend through [Date TBD] unless earlier terminated by either of the parties pursuant to Article 8, below. The term of this Agreement may be extended by mutual agreement of the parties memorialized in writing.

3. BUDGET AND COMPENSATION

Compensation to the Consultant during the initial term of this Agreement shall not exceed the sum of \$268,030.00 which sum may be modified by mutual agreement of the parties memorialized in writing.

Consultant will be compensated for professional consulting services based on the hourly rates set forth on Exhibit B to this Agreement. In addition, Consultant shall be compensated for actual, reasonable, and necessary expenses incurred by Consultant, including travel, lodging, meals, and any taxes, fees or costs imposed upon the Consultant as a result of services rendered.

Invoices shall be submitted to the Client on a monthly basis and shall reference this Agreement, the Task Order Authorization, and completed tasks, as specified in Exhibit A. Client shall make payment within 45 business days of receipt of an approved invoice.

4. RESPONSIBILITIES FOR SERVICES

Consultant shall perform the services in accordance with the degree of care, diligence, professional skill, practices and judgment that is exercised by recognized professionals in its field of expertise with respect to services of a similar nature, and Consultant shall be responsible for the professional quality, technical accuracy, and completeness of all services furnished under this Agreement. Any and all tools, materials and instruments required to perform the work shall be furnished by Consultant.

5. CONFIDENTIALITY

Consultant agrees to keep confidential all information concerning the Client that is furnished by the Client to Consultant in connection with the services hereunder ("Confidential Information"). When required by the Client, Consultant shall require its employees and subcontractors, if any, to enter into appropriate non-disclosure agreements. Without the Client's consent, Consultant will not disclose Confidential Information to any persons other than those of its directors, officers, employees, subcontractors, advisors, or agents who have a need to know such information, or to advisors to the Client. Confidential Information shall not include information that is (i) or becomes publicly available other than as a result of a breach of this Agreement by Consultant, (ii) already known to Consultant, (iii) independently acquired or developed by Consultant without violating any of its obligations under this Agreement, or (iv) required to be disclosed by law or judicial process.

All documents supplied by the Client to Consultant in connection with the services hereunder will, upon written request, be returned by Consultant to the Client or destroyed, provided that Consultant may retain a copy for its records subject to the obligation to maintain such copy confidential in accordance with this Agreement. The Client recognizes and confirms that Consultant will use and rely primarily on Confidential Information and on information available from public sources in performing the services hereunder without having independently verified the same and does not assume responsibility for the accuracy or completeness of the Confidential Information or such other publicly available information.

In the event that Consultant receives a request to disclose all or any part of any Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee, such disclosure by Consultant shall not constitute a violation of this Agreement provided that Consultant (i) promptly notifies the Client of the existence, terms and circumstances surrounding such request, (ii) consults with the Client on the advisability of taking available legal steps to resist or narrow such request, and (iii) if disclosure of such Confidential Information is required or deemed advisable, exercises its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to

such portion of the Confidential Information to be disclosed which the Client designates; provided, however, that any expense incurred by Consultant in doing so shall be paid by Client.

6. INDEMNIFICATION

To the extent of Consultant's negligent errors or omissions or willful misconduct, Consultant agrees to indemnify, defend, and save harmless Client and Client's successors and assigns, and each of their respective officers, directors, agents and employees ("Indemnified Parties"), from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers laborers and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Consultant in the performance of this Agreement.

To the extent of Client's negligent errors or omissions or willful misconduct, Client agrees to indemnify, defend, and save harmless Consultant and Consultant's respective officers, directors, agents and employees ("Indemnified Parties"), from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers laborers and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Client in the performance of this Agreement.

In no event shall either party to this Agreement be liable for or have the obligation to indemnify the other party for consequential damages.

7. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Neither Consultant, nor any of its employees, are or shall be deemed to be agents or employees of Client. Consultant has sole authority and responsibility to employ, discharge or otherwise control its employees.

8. TERMINATION

Either party may terminate services hereunder effective upon written notice to the other. In the event of any termination hereunder, the Client's sole responsibility with respect to professional fees and related expenses shall be to pay those professional fees and related expenses earned or incurred through the effective date of termination including Consultant's fees and costs incurred to conclude its services and deliver its work product to Client.

9. ARBITRATION

Any dispute, controversy or claim arising out of or in connection with, or relating to, this Agreement, the proposals submitted to the Client, and/or the services provided by Consultant to the Client, or the breach, termination or validity of this Agreement or such proposals, shall be finally settled by arbitration. The arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association (the “AAA”) in effect at the time of the arbitration, except as such rules may be modified by mutual agreement of the parties. The applicable rules shall be the Commercial Rules in the event of a domestic dispute and the International Rules in the event of an international dispute, and any disagreement as to the applicable rules shall be resolved by the arbitrator appointed as described below. The seat of the arbitration shall be Sacramento, California and the arbitration shall be conducted in English.

The arbitration shall be conducted by one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after the filing of the Request for Arbitration, then either party may request the AAA to appoint the arbitrator. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys’ fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

To the extent permitted by law, the parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including but not limited to any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall not be disclosed beyond the tribunal, the AAA, the parties, their counsel and any person necessary for the conduct of the proceeding, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. Either party may, without inconsistency with this Section 9, seek from a court any interim or provisional relief that may be necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the State and federal courts located in Sacramento, California.

10. INSURANCE

Consultant represents that it maintains insurance coverage and insurance limits customarily carried by consultants providing services of the type described herein including commercial general liability, automobile liability and workers’ compensation insurance. Consultant will provide Client with proof of insurance upon request.

11. FORCE MAJEURE

Neither party will hold the other responsible for damages or delay caused by acts of God, acts of war, strikes, accidents, or other events beyond the other's control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, epidemic, pandemic, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Client shall adjust the schedule and compensation under this Agreement in agreement with Consultant.

12. MISCELLANEOUS

Neither party may assign its rights or obligations under this Agreement to any person or entity without the written consent of the other party. The provisions of this Agreement are severable. If any provision of this Agreement (or portion thereof) is held to be invalid, illegal or unenforceable, such provision (or portion thereof) shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect. This Agreement and the proposals constitute the entire agreement between the parties, and there are no prior or contemporaneous oral or written representations, understandings or agreements relating to this subject matter that are not fully expressed herein or therein. This Agreement and the proposals shall (i) be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles, and (ii) inure to the benefit of and be binding on the successors and assigns of the

Client and Consultant. This Agreement shall survive the completion or any termination of the services hereunder. All notices, requests, demands, and other communications to be given under this Agreement and the proposals (other than routine operational communications) will be in writing and will be delivered either by hand, by overnight mail, by fax, or by email. Notices sent by email shall also be sent by hand, overnight mail, or by fax if not acknowledged by the receiving party within two business days. All notices shall be effective on the date received.

DELTA-MENDOTA SUBBASIN GSAS JPA

HGCPM, INC.

Signature

Signature

Name:

Charles R. Gardner Jr.

Title:

President/CEO

Date:

Date TBD

EXHIBIT A

SCOPE OF SERVICES

Hallmark Group will provide general consultation and administration services for Delta-Mendota Subbasins GSAs Joint Powers Authority under the task categories detailed below and other matters as may be mutually agreed to be covered under this provision.

	Executive Director and Program Administration: Board and Committee Coordination, Facilitation of Brown Act Meetings, Packet Development, Schedule Management, GSA Administration.
	Inter-Basin and Intra-Basin Coordination: Technical Consultant Coordination, Annual Report Management, Inquiry Management.
	Outreach Education and Communication: Interested Party Coordination, Outreach & Education Support, Public Meeting Management, Website Support.
	Consultant Management: Procurement Management, RFP/RFQ Development, Agreement and Contracting Management, Invoice Review.
	Fiscal Management: Annual Budget Development and Tracking, Grant Funding Coordination, Consultant Budget Management.
	Grant Administration and Management: Quarterly Financial and Progress Reporting, Consultant Reporting Coordination.
	Other: Expert Level Application of Virtual Meeting Platforms, Microsoft Suite, and Website updates.

The services are expected to be primarily provided in interaction with Delta-Mendota Subbasins GSAs Joint Powers Authority Board of Directors, consultants and other participants determined by Delta-Mendota Subbasins GSAs Joint Powers Authority. Those interactions could be in person, via

telephone, email or other form as agreed upon between Delta-Mendota Subbasins GSAs Joint Powers Authority and Hallmark Group.

Hallmark Group will provide a monthly invoice which will include billing classifications, hours and rates associated with each task.

Hallmark Group will provide a monthly progress report if requested and, when requested by Delta-Mendota Subbasins GSAs Joint Powers Authority, will provide a summary of the key decisions resulting from interactions between Delta-Mendota Subbasins GSAs Joint Powers Authority and Hallmark Group. Additional analysis, studies or other reporting will be provided as requested by Delta-Mendota Subbasins GSAs Joint Powers Authority and, when appropriate, made the subject of a proposal by Hallmark Group. Costs will be based on the hourly rates listed in Exhibit B and the hours required to complete the effort.

EXHIBIT B

RATES

CLASSIFICATION	RATE
Principal, Strategic Advisor, Director and Program Manager	\$362 /hr
Senior Project Manager	\$285 /hr
Project Controls Manager <i>Jacqueline Harris</i>	\$260 /hr
Senior Project Controls <i>Kaleen Hamrick</i>	\$210 /hr
Project Manager III <i>Taylor Blakslee</i>	\$235 /hr
Project Manager II	\$210 /hr
Project Analyst	\$195 /hr
Project Coordinator II <i>Karlee Liddy</i>	\$185 /hr
Project Controls Coordinator	\$155 /hr
Project Administrator	\$130 /hr

Hourly rates are inclusive of all overhead and administrative expenses. Travel and other incidental expenses, not included in the contract, shall be reimbursed at cost. Mileage expenses shall be reimbursed at the current IRS rate. Upon request, Hallmark Group will provide a cost proposal for additional staff that may be required to support the Delta-Mendota Subbasins GSAs Joint Powers Authority. Other costs will be determined upon final scope requirements and approved by Delta-Mendota Subbasins GSAs Joint Powers Authority and Hallmark Group.

This rate schedule shall be escalated annually as mutually agreed to by Hallmark Group and the client and will incorporate year-over-year increases per the U.S. Bureau of Labor Statistics Employment Cost Index for Professional and Business Services.



**HALLMARK
GROUP** Capital
Program
Management

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Sacramento, CA 95814

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30 January 2026

Board of Directors

Delta-Mendota Subbasin Joint Powers Authority

Subject: Proposal to Provide Technical and Strategic Support to Delta-Mendota Subbasin Joint Powers Authority for Water Year 2027
(EKI C50346)

EKI Environment & Water, Inc. (EKI) is pleased to submit this proposal to provide technical support to the Delta-Mendota Subbasin (Basin) Joint Powers Authority (JPA) related to implementation of the Groundwater Sustainability Plan (GSP), coordination with the State Water Resources Control Board (SWRCB) and the California Department of Water Resources (DWR), preparation of the Water Year 2026 Annual Report, and associated public outreach. The proposed scope of work below is based on the previously submitted proposal dated 21 November 2025 and subsequent communications and discussions with the JPA.

SCOPE OF WORK

TASK 1 – GSP IMPLEMENTATION

EKI will provide technical and strategic support to the JPA related to implementation of the GSP. Services under this task will be performed following the subtask structure outlined below.

Subtask 1.1. Meeting Support, Coordination With Regulatory Agencies and Interbasin Agencies: EKI will prepare for and attend up to five (5) virtual meetings with SWRCB/DWR, up to four (4) in-person JPA meetings, up to eight (8) virtual JPA meetings, and up to five (5) virtual meetings with interbasin agencies.

Deliverables: Meeting materials, including meeting agendas, minutes, and presentations.

Subtask 1.2. Technical support for Projects and Management Actions (P/MAs) Implementation: EKI will provide technical support for evaluation, recommendations, and implementation oversight for up to 10 PMAs. The level of effort is estimated to be up to eight (8) hours per PMA.

Deliverables: As-needed memoranda, calculations, tables, maps, and results to support technical analysis of evaluation, recommendations, and implementation oversight for PMAs.

Subtask 1.3. Pumping Reduction Plan (PRP) implementation Support: EKI will perform regular Dashboard hosting and maintenance, including coordination with Groundwater Sustainability Agencies (GSAs) on Dashboard access, troubleshooting, refreshing, and feature updates per comments collected through the walkthrough sessions. EKI will also prepare for and attend up to eight (8) meetings with individual GSAs and conduct quarterly Basin-level PRP compliance evaluation, including evaluating investigations and compliance steps taken by the GSAs. EKI will assist the GSAs in addressing PRP triggers and documenting actions on an as-needed basis (assumed 2.5 hours per month of technical support).

Deliverables: (1) Updated version of the Dashboard and relevant materials, such as the user guide, if applicable; and (2) as-needed memoranda, maps and tables to summarize Basin-level PRP compliance evaluation.

Subtask 1.4. Domestic Well Mitigation Program Support: EKI will provide up to 20 hours of support on administrative and website updates for the Domestic Well Mitigation Program. An additional 20 hours of support is assumed to review up to five (5) applications (i.e., up to four (4) hours per application).

Deliverables: Updated website content and review and as-needed memoranda, maps and tables to summarize well application evaluation.

Subtask 1.5. Sustainable Management Criteria (SMC) Numeric Compilations and Updates: EKI will provide up to 50 hours of support to establish and/or update water level SMC for new wells and/or recent wells with insufficient data and preliminary SMCs. Similarly, EKI will provide up to 108 hours of support to define initial or update water quality SMCs for the constituents of concern (COC) at new or recent wells or existing representative monitoring wells (RMWs) with missing SMCs (assumes up to 18 hours per COC).

Deliverables: Updated SMC summary tables.

Subtask 1.6. Representative Monitoring Network (RMN) Assessment: EKI will coordinate with the GSAs to collect relevant information on RMN updates and conduct RMN density and compliance assessment per the requirements of the GSP and PRP.

Deliverables: Updated RMN summary tables and maps.

Subtask 1.7. GIS Mapping Maintenance: EKI will coordinate with GSAs and the JPA to provide GIS support and prepare as-needed maps or updates to maps for presentation, coordination, and documentation of ongoing efforts. EKI has assumed up to a total of 20 hours of technical support.

Deliverables: As-needed updated figures.

Subtask 1.8. BMP and Guidance Document Review: EKI will provide technical support for reviewing, commenting on, and presenting new approaches and requirements outlined in BMPs or guidance documents published by regulatory agencies. These may include forthcoming BMPs by DWR for depletion of interconnected surface waters (ISWs), Subsidence, and regional coordination, or regional plans or published materials that may impact the Basin and its interests, at the direction of the JPA. EKI has assumed up to 80 hours of total support under this subtask.

Deliverables: As-needed written comments, tables, and maps for BMP and guidance documents review.

Subtask 1.9. Project Management: EKI will perform regular project management activities, including preparing monthly invoices, managing project schedule and budget, and conducting routine and periodic communications with the JPA.

Deliverables: (1) Monthly invoices and (2) attendance at monthly planning meetings.

Task 1 Assumptions:

- EKI will attend all meetings via remote web conference (e.g., Zoom or Microsoft Teams) unless specified otherwise.
- Reviews are limited to technical evaluation and advisory services.
- No legal review, representation, or support is assumed under this task and provided under this scope of work.
- Any additional modeling analysis or data assimilation, compilation and transfer in excess of the budget assumed herein, determined required by JPA and consultant to accomplish services included under the task, will be conducted pursuant to an additional scope of work.

- GSAs will be responsible for data collection and will provide data to EKI for review and support as needed and in a timely manner.
- EKI will not be responsible for conducting updates to the Data Management System (DMS). Such services will be conducted by the DMS management consultant in coordination with EKI.

TASK 2 – ANNUAL REPORT PREPARATION

EKI will prepare the Water Year (WY) 2026 Annual Report, including data compilation, technical analysis, and documentation. EKI will issue a timely request for information (RFI) to the GSAs, extract relevant data from the Data Management System (DMS), and provide updates at the JPA meetings between December 2026 and February 2027. A draft Annual Report will be submitted to the GSAs for review, and a final version will be prepared upon addressing comments.

Preparation of the WY 2026 Annual Report in full compliance with the GSP requires extending the Basin's Model to simulate storage changes, assess impacts of neighboring basins on groundwater levels and subsidence, and evaluate depletion of ISWs relative to sustainable management criteria. However, this task is scoped separately and will require direction from the JPA.

Deliverables: RFI, draft and final WY 2026 Annual Report.

Task 2 Assumptions:

- Model extension will be scoped separately from the Annual Report per Task 3, Subtask 3.1.
- This task assumes that Task 3 (Subtask 3.1) will be approved together. If Subtask 3.1 is not approved, certain analyses required for the preparation of the Annual Report will need to be conducted using alternative methods, necessitating additional technical support and budget. EKI does not recommend this approach, and it is not included in the scope of this task.
- Preparation of the Annual Report requires GSAs to report relevant data collected under the GSP and PRP requirements to the DMS. While extraction of data from DMS is covered under this task, overseeing reporting requirements and management of DMS is not covered and should be scoped separately if needed.
- Data and information are provided in a timely manner by the GSAs.

TASK 3 (OPTIONAL) – ADDRESSING DATA GAPS RELATED TO MODEL EXTENSION AND MODEL CALIBRATION

EKI will provide technical support to extend and calibrate the Basin's Model using the subtask framework outlined below. Per discussions at JPA and its direction, the scope and approach under this task are subject to the JPA's direction, and further authorization is needed to conduct these services. Required changes to the approach proposed here and/or its timeline may affect the level of effort, assumptions, and deliverables. In such cases, a renewed scope of work is assumed to be agreed upon between EKI and the JPA.

Subtask 3.1. Model Extension: This subtask focuses on refining the GSP Model to improve its annual and sub-annual representation of land use, surface water delivery, and groundwater pumping within the Basin, while extending the simulation period through WY 2026.

An initial verification run will be performed to evaluate the Model performance during the recent period and identify areas for further refinement. This process will compare simulated groundwater levels, streamflow, and subsidence against observed data, while assessing Basin-wide and GSA-specific water budgets to verify the accuracy and reasonableness of input parameters not subject to calibration. Model

performance evaluation will include key aggregated statistics, such as Root Mean Square Error (RMSE), Pearson's correlation coefficient, mean bias, and Nash-Sutcliffe efficiency. Additional analyses will include scatterplots of measured versus observed heads, subsidence, and streamflows, temporal plots of weighted and unweighted residuals, and spatial maps of average residuals and biases to identify patterns requiring further adjustments.

Deliverables: (1) RFI and as-needed presentations, and (2) GSP Model extended through 2026.

Assumptions:

- Model extension will not include calibration or fine-tuning.
- Model extension will not include refining historical period's representations.
- Data and information are provided in a timely manner by the Basin GSAs.
- JPA provides timely notice to EKI to undertake this Task (at least by August 2026).

Subtask 3.2. Model Calibration: Under this subtask, EKI will provide technical support for calibrating Basins Model with respect to groundwater levels and subsidence representation within Basin. Model calibration is proposed to be conducted under distinct steps as follows:

- **Data Collection, Review, and Processing:** EKI will issue a subsequent RFI for data and information required for model calibration, but not accessible through public databases, Basin DMS, or acquired under Subtask 3.1. EKI will create a temporal sub-Model as part of this step, more focused on recent period and at least including 2003-2023 historical period in the GSP (Recent Model). EKI will also review and assess the data with relation to Model performance to determine additional areas of focus as part of the calibration.
- **Model Calibration Plan Development:** EKI will develop a focused calibration approach by refining the Recent Model parameterization, identifying key subsidence-related parameters, and selecting appropriate calibration periods and observations based on data availability and quality. Model refinements and parameter zoning will be applied selectively in areas where diagnostics indicate material residuals or misrepresentation, without over-constraining the system. Sensitivity and regularization analyses will be used to prioritize influential parameters and stabilize calibration, with findings summarized for TWG review. Observation data and calibration targets will be processed to ensure the model captures key hydrologic behaviors, including seasonal dynamics, recharge responses, and subsidence and rebound trends, using data transformations and weighting approaches designed to emphasize relevant processes without over-constraining the calibration. The preliminary calibration period is expected to focus on 2015–2024, subject to data availability and quality, consistent with the post-SGMA timeframe and InSAR coverage.
- **Model Calibration:** EKI will conduct calibration of the Recent Model for the selected period, with initial conditions derived from the initial GSP Model to maintain regional consistency. Calibration will be conducted using automated, industry-standard parameter estimation tools within a streamlined workflow, with computational efficiency achieved through parallelized execution on EKI's HPC platform. This approach is intended to manage the scale and runtime of the model rather than guarantee a specific calibration outcome. Final calibrated parameters, diagnostics, and performance metrics will be compiled and transferred for review and validation.
- **Model Validation and Further Calibration:** EKI will evaluate the calibrated Recent Model by assessing residuals and performance across both calibration and validation periods using standard statistical diagnostics and spatial comparisons. Uncertainty analyses will be performed to assess the robustness of parameter estimates and their implications for predictive use. Findings will be

presented to the JPA or its select committee (i.e. technical ad-hoc) to determine whether limited, targeted refinements are warranted. Any additional recalibration would be narrowly scoped, focused on specific underperforming areas and periods, and followed by reassessment of performance metrics.

- **Draft and Final Report Preparation:** EKI will develop documentation summarizing the Recent Model development, calibration, and validation processes. The draft report will include details on the preparation of model input components, methodologies used for calibration and validation, and post-processing of model outputs. It will also highlight lessons learned and key adjustments made throughout the project. The report will serve as a clear record of the modeling effort. Following the draft report review, feedback from the JPA will be incorporated to finalize the report. The final version will address all comments and recommendations, ensuring clarity and completeness.
- **Coordination with Neighboring Basins and Inclusion of Data and Model Information within a Buffer Area (up to 10 miles):** EKI will support and conduct coordination with neighboring basins to promote data consistency and, where available, incorporate select high-quality datasets as supplemental calibration targets, assuming data are provided in usable formats. The estimated level of effort is based on a coordination extent of up to a 10-mile buffer around the Basin and may be refined as coordination needs are clarified. Incorporation of additional system components or major projects not already represented in the GSP Model is not assumed. Any such requests would require separate scope, schedule, and budget adjustments

Deliverables: (1) RFI for data gathering as well as as-needed RFIs for neighboring basins and interagency coordination; (2) Meeting materials, including agendas, presentations, and notes; (3) Bibliography of source materials and data; and (4) Draft and Final Model Calibration report.

Assumptions:

- All work under this subtask will focus on the Basin unless directed otherwise through the selection of the optional task.
- The budget of this subtask assumes Subtask 3.1 (Model Extension) is approved.
- Meetings will be held remotely; TWG meetings (up to six (6) meetings) and kick-off meetings are assumed to be up to two (2) hours.
- Data and information will be provided in a timely manner.
- Calibration efforts will be constrained by the availability and quality of data and limited by the inherent limitations of the model due to its structure and resolution and the connectivity with other subbasins.
- Calibration efforts will be constrained by the availability and quality of data and limited by the inherent limitations of the model due to its structure and resolution. While maintaining the GSP Model's extent is necessary to assess regional impacts on Basin conditions, the inter-basin connectivity issues may limit the ability to significantly improve representation of the Basin through calibration.

TASK 4 – EVALUATION OF SUBBASIN GSPs, ANNUAL REPORTS, AND PERIODIC EVALUATIONS

EKI will provide technical review and evaluation support related to neighboring (or as identified and directed by the JPA) subbasin GSPs, Annual Reports, and/or Periodic Evaluations, including review of technical documentation and coordination with the JPA on compliance considerations.

Deliverables: (1) Draft and final comment letter per subbasin (up to six ((6)) total), and (2) Presentation of findings at one (1) JPA meeting.

Assumptions:

- EKI will conduct review of one document per basin for up to six (6) neighboring subbasins.
- No technical analysis or modeling will be done to confirm or validate the analysis provided in GSPs or Annual Reports for adjacent subbasins. EKI will rely on data and results provided in the GSPs/Annual Reports for comparison and evaluation.
- Additional meetings with stakeholders or neighboring subbasins are not covered under this task.
- One consolidated set of feedback will be provided per comment letter.

TASK 5 – MONITORING SUPPORT

Subtask 5.1. Semiannual Data Upload to SGMA portal: EKI will provide technical support related to SGMA portal uploads of RMN data and its related activities.

Deliverables: Preparation of data upload to SGMA portal requires GSAs to report relevant data collected under GSP requirements to the Basin DMS. While extraction of data from DMS is covered under this task, overseeing reporting requirements and management of DMS is not covered and should be scoped separately if needed.

Assumptions:

- Field monitoring and sampling are not included unless separately authorized.

Subtask 5.2. (Optional) Monitor and sample all wells in the Representative Monitoring Network: Subject to further authorization by the JPA, EKI will provide support for monitoring and sampling of RMN wells per GSP schedule.

Deliverables: Table summary of monitoring results.

Assumptions:

- GSAs will grant access to the RMWs. Resampling and repeated visits are not assumed as part of services under this task, if RMWs cannot be accessed or sampled at the time of visit.
- Quarterly samplings will be conducted for water level RMWs and semi-annual samplings will be conducted for water quality RMWs.
- Seasonal low and seasonal high water quality samplings will be conducted at the same time of water level samplings for the wells that are both water level and water quality RMW.
- A total of 600 field hours are assumed for the monitoring and sampling of RMWs. Additional field hours will be charged on time-and-material basis.
- Laboratory cost for water quality analysis is not included in the budget estimates of this task.

SCHEDULE

EKI is ready to begin work on the above scope of work immediately upon authorization to proceed. The services outlined in this task are scheduled for completion by the end of February 2027, with support for the submittal of the WY 2026 Annual Report potentially extending through April 2027.

COMPENSATION

Compensation for consulting services by EKI will be on a time and expense reimbursement basis in accordance with our current Schedule of Charges, dated [1 January 2026], **Attachment A**. Based on the proposed Scope of Work described above, we propose a budget of **\$532,000 to \$1,108,000** for the performance of Tasks 1 through 5 above, depending on whether Optional Tasks are included, see **Table 1**, which will not be exceeded without additional authorization from the JPA.

TABLE 1. ESTIMATED BUDGET

Tasks	Cost Estimate
Task 1 - GSP Implementation	\$301,200
Subtask 1.1 – Meeting Support with Regulatory Agencies, CC, and Interbasin Agencies	\$85,017
Subtask 1.2 – PMA Implementation Support	\$20,342
Subtask 1.3 – PRP Implementation Support	\$69,380
Subtask 1.4 – Domestic Well Mitigation Program Implementation Support	\$10,498
Subtask 1.5 – SMC Numeric Compilation and Updates	\$40,009
Subtask 1.6 – RMN Network Assessment	\$11,568
Subtask 1.7 – GIS Mapping Maintenance	\$18,790
Subtask 1.8 – BMP and Guidance Documents Review	\$25,409
Subtask 1.9 – Project Management	\$20,114
Task 2 - Annual Report Preparation	\$95,100
Subtask 2.1 – Data Collection, Review, and Processing	\$22,255
Subtask 2.2 – Prepare and Submit an Annual Report	\$72,812
Task 3 - Addressing Data Gaps	\$497,600
Subtask 3.1 – Model Extension	\$50,143
<i>Optional Subtask 3.2 – Model Calibration</i>	<i>\$447,442</i>
Task 4 - Evaluation of Subbasin GSPs / Annual Reports / Periodic Evaluations	\$77,500
Task 5 - Monitoring Support	\$136,100
Subtask 5.1 – Semiannual Data Upload to SGMA portal	\$7,357
<i>Optional Subtask 5.2 – Monitor and Sample all wells in the RMN (Optional)</i>	<i>\$128,650</i>
Total without Optional Tasks (Rounded)	\$532,000
Total with Optional Tasks (Rounded)	\$1,108,000

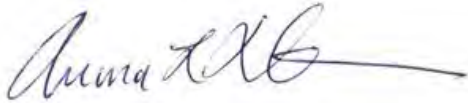
TERMS AND CONDITIONS

All work performed by EKI under this proposal will be pursuant to EKI's Standard Terms and Conditions provided as **Attachment B**.

We are happy to discuss the proposed approach and anticipated level of effort for the proposed SOW in more detail with you and look forward to working with you on this important project. Please do not hesitate to contact me if you have any questions or wish to discuss this proposal in greater detail.

Very truly yours,

EKI ENVIRONMENT & WATER, INC.

A handwritten signature in dark ink, appearing to read 'Anona L. Dutton', followed by a long horizontal flourish.

Anona L. Dutton, PG, CHg
Chief Executive Officer

Attachments

Attachment A. Schedule of Charges

Attachment B. EKI's Standard Terms and Conditions

ATTACHMENT A
EKI 2026 Schedule of Charges

SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC.

1 January 2026

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Officer and Chief Engineer-Scientist	366
Principal Engineer-Scientist	353
Supervising I, Engineer-Scientist	343
Supervising II, Engineer-Scientist	329
Senior I, Engineer-Scientist	315
Senior II, Engineer-Scientist	304
Associate I, Engineer-Scientist	291
Associate II, Engineer-Scientist	275
Engineer-Scientist, Grade 1	255
Engineer-Scientist, Grade 2	241
Engineer-Scientist, Grade 3	221
Engineer-Scientist, Grade 4	199
Engineer-Scientist, Grade 5	175
Engineer-Scientist, Grade 6	152
Project Assistant	143
Technician	137
Senior GIS / Database Analyst	180
CADD Operator / GIS Analyst	157
Senior Administrative Assistant	172
Administrative Assistant	136
Secretary	114

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus fifteen percent (15%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel, and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

A Communication charge for e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying will be charged at a rate of 4% of labor charges. Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional

charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus fifteen percent (15%).

CADD and other specialized software computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.

ATTACHMENT B

EKI Environment & Water, Inc.
TERMS AND CONDITIONS

CONSULTANT: EKI Environment & Water, Inc.

CLIENT: Delta-Mendota Subbasin Joint Powers Authority

Proposal/Agreement Date: 30 January 2026

Proposal/Project Number: EKI C50346

1. SCOPE OF SERVICES

The CLIENT hereby employs CONSULTANT to perform the professional services work ("Services") specified in this Agreement. The CONSULTANT's Services will commence on the date of execution of this Agreement and to continue until completion of the Services described herein or termination as described in Article 12. CONSULTANT agrees to furnish the necessary personnel, materials, equipment, and facilities to perform the Services stated in this Agreement or attached thereto. CONSULTANT's Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project.

The CLIENT agrees that CONSULTANT shall be responsible to provide only for the Services expressly specified in this Agreement. Additional Services, which result in an adjustment in CONSULTANT's schedule for its Services or originally estimated budget or lump sum fee for its Services, may be provided at CLIENT's request.

All of CONSULTANT's plans, specifications, tracings, survey notes, writings, reports, documents, designs, instruments of service, computer programs, electronic data deliverables, and other original documents, and any other Services or work products generated electronically or in hardcopy as a result of this Agreement (collectively "Work Product") are intended for the sole use and benefit only of CLIENT and may not be relied on or used by any other party or entity without the express written consent of CONSULTANT and subject to execution of an agreement between such third party and CONSULTANT in form and content approved by CONSULTANT defining the terms, provisions, and limitations of the use of Work Product.

2. COMPENSATION

The CLIENT agrees to pay CONSULTANT's invoices for the Services specified in this Agreement in accordance with the Schedule of Charges attached to the Agreement, and such payment shall be full compensation for all personnel, materials, equipment, and facilities used in performing the Services.

CONSULTANT will invoice CLIENT at the end of each billing period. Payment in full must be received by CONSULTANT within thirty (30) days of the date of such invoice. Any amounts overdue will incur a service charge of one percent (1%) per month, compounded monthly, beginning thirty (30) days after the invoice date and until full payment is received. Failure of CLIENT to submit full payment of an invoice within thirty (30) days of the invoice date may be considered substantial nonperformance and cause for suspension or termination of Services, at CONSULTANT's discretion. CONSULTANT, without any liability to CLIENT, may withhold any Services and Work Product pending payment by CLIENT of any outstanding amounts owed.

For Services provided on a time and material basis, the budget may be increased by amendment to complete the Scope of Work. CONSULTANT is not obligated to provide Services in excess of the authorized budget. The Services performed by CONSULTANT shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating in detail which Services CLIENT believes are incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts as specified herein.

3. INSURANCE

CONSULTANT, at its own expense, will maintain in force the following policies of insurance during the period of performance of this Agreement:

- (a) Workers' Compensation at statutory limits and Employer's Liability Insurance with a limit of \$1,000,000.
- (b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, including death, and property damage,
- (c) Automobile Liability Insurance with a combined single limit for bodily injury and property damage of \$1,000,000 per accident, and
- (d) Professional Liability Insurance with a limit of \$1,000,000 per claim and in the annual aggregate per policy year.

If requested by CLIENT, CONSULTANT will furnish CLIENT with satisfactory evidence of the above insurance. CONSULTANT will provide at least thirty (30) days prior written notice to the CLIENT in the event of cancellation of insurance coverage.

If CLIENT retains any construction contractor or subcontractor whose scope of work relates in any way to the Services provided by CONSULTANT, CLIENT shall require each contractor and subcontractor to: (1) defend, indemnify, and hold harmless CLIENT and CONSULTANT from any and all claims, suits, losses, damages, attorney's fees, and costs arising from such contractor or subcontractor's work or services; (2) obtain insurance of types and amounts appropriate for the services and work provided by such contractor or subcontractor, including but not limited to Commercial General Liability, Auto Liability, Workers' Compensation and Employer's Liability and Contractor's Pollution Liability; (3) require naming CONSULTANT as an additional insured under Commercial General Liability and Automobile Liability policies, and (4) require that all contractor's and subcontractor's policies be endorsed to provide a waiver of subrogation in favor of CLIENT and CONSULTANT related in any way to the Services provided by CONSULTANT.

4. STANDARD OF CARE

CONSULTANT agrees that, in connection with its Services to be performed under this Agreement, such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. CLIENT recognizes that the state of practice, particularly with respect to hazardous waste conditions, is changing and evolving. While CONSULTANT will perform in reasonable accordance with standards in effect at the time its Services are performed, it is recognized that such standards may subsequently change because of improvements in the state of practice. No warranty or guarantee, express or implied, is made or intended by providing any of the Services or by furnishing oral or written reports of the findings made by CONSULTANT.

5. LIMITATION ON LIABILITY

CLIENT agrees that to the fullest extent allowed by law, CLIENT shall limit CONSULTANT's liability to CLIENT, CLIENT's contractors, subcontractors, agents, employees and consultants, and to all other third parties for any or all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related this Agreement from any cause or causes including but not limited to the negligent acts, errors, or omissions, breach of contract, or breach of warranty by CONSULTANT, its directors, officers, employees, agents, subconsultants, and subcontractors to a maximum of \$100,000. This limitation of liability shall apply to the CLIENT's claims for damages as well as the CLIENT's claims for contribution and indemnity with respect to third party claims. CLIENT shall give written notice to CONSULTANT of any claim of negligent act, error or omission within one (1) year after the completion of the work performed by CONSULTANT. Failure to give notice herein required shall constitute a waiver of said claim by CLIENT.

6. CONSEQUENTIAL DAMAGES

The CONSULTANT and CLIENT waive consequential damages, including but not limited to loss of use, profits, anticipated profits, and like losses, for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is also applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

7. INDEMNITY

CLIENT understands that, in seeking the professional services of CONSULTANT, CLIENT may be requesting CONSULTANT to undertake uninsurable obligations for CLIENT's benefit involving the presence or potential presence of hazardous, toxic or pollutant substances. Therefore, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT from any and all claims, suits, losses, attorney fees, costs, and liability for property damage, personal injury including death, consequential, or any other damages from any cause whatsoever, arising out of the CONSULTANT's Services, including but not limited to the presence (or failure to detect the presence), discharge, release or escape of toxic or hazardous materials or contaminants of any kind, and from any and all claims for damages by third parties, excepting only to the extent resulting from the willful misconduct or sole negligence of CONSULTANT in the performance of its Services under this Agreement.

8. SERVICES DURING CONSTRUCTION

Any Services, including testing or construction observation, provided by CONSULTANT, during construction of facilities designed by the CONSULTANT or others, is for the purpose of reviewing the construction contractor's general compliance only with the functional provisions of the construction documents including project specifications and drawings. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with any construction contractors' work, nor shall the CONSULTANT be responsible for a contractor's failure to perform the work in accordance with the requirements of the construction documents. The CONSULTANT shall be only responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of contractors or of any other persons or entities performing portions of the work. CLIENT agrees that in accordance with generally accepted construction practices, the independent construction contractor(s) selected by CLIENT will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property, and that this responsibility shall be continuous and not be limited to normal working hours. CONSULTANT's Services during construction shall not be construed to waive or otherwise relieve any contractor or subcontractor of their contractual obligations.

9. COST ESTIMATES

Any statements of estimated construction costs or future operation and maintenance costs furnished by CONSULTANT represent the CONSULTANT's judgment as a design professional. However, neither CLIENT nor CONSULTANT has control over the fluctuations in construction costs, a contractor's methods of determining bid prices, market and bidding conditions, and other factors. Accordingly, CONSULTANT does not guarantee or warrant that the bids or negotiated prices, or future operation and maintenance costs, will not vary from any estimated costs provided by CONSULTANT or from CLIENT's budget for the project.

10. DATA

Any Work Product stored or reduced to computer tapes, disks, CDs, electronic files or CAD files (collectively "Data") is and shall remain CONSULTANT's property. The transfer of Data to CLIENT or others is not and shall not be deemed a sale. CONSULTANT reserves the right to retain an archival copy of the Data delivered to CLIENT, which shall be referred to and shall be conclusive proof and govern in all disputes over the form or content of the Data furnished to CLIENT. The Data are instruments of service, and as such, CONSULTANT makes no representations or warranties, expressed or implied, of the Data's merchantability or fitness for a particular purpose with respect to its quality, adequacy, completeness or sufficiency as to any results to be or intended to be achieved as to its use.

The Data are furnished "as is". CLIENT acknowledges that anomalies and errors can be introduced into the Data when it is transferred or used in an incompatible computer environment or modified by others. CLIENT acknowledges and solely accepts the risks associated with and/or the responsibility for any damages to hardware, software or computer systems or networks related to any use of the Data.

Use by CLIENT of any Data prepared by CONSULTANT for any purpose or project other than the project subject to this Agreement shall be at CLIENT's sole risk. CLIENT agrees to indemnify and hold CONSULTANT harmless from any claims, suits, damages, liabilities or costs, including attorneys' fees and costs of defense, arising from any reuse or modification of any Data prepared by CONSULTANT without the prior written consent of CONSULTANT.

11. CONFIDENTIALITY

When business or technical information is identified as "confidential" by CLIENT, CONSULTANT shall hold such business or technical information as confidential. CONSULTANT shall not disclose such confidential information without CLIENT's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, court order or other governmental directive; or (4) protection of CONSULTANT against claims or liabilities arising from performance of Services under this Agreement. In the event that CONSULTANT is requested to disclose any confidential information under

the above conditions, CONSULTANT will contact CLIENT to provide an opportunity for CLIENT's defense of any confidentiality claim at its expense, including the cost of any required CONSULTANT services at CONSULTANT's then current Schedule of Charges. CONSULTANT's obligation hereunder shall not apply to information in the public domain, previously known by CONSULTANT, or lawfully acquired on a non-confidential basis from others. CLIENT acknowledges that CONSULTANT may provide similar services to other individuals or entities that operate within the same industry as CLIENT. So long as CONSULTANT does not share or make use of any of CLIENT's confidential information in providing such services, nothing in this Agreement shall be interpreted as limiting or prohibiting CONSULTANT from providing such services.

12. TERMINATION OF AGREEMENT

(a) WITH CAUSE

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the party initiating the termination.

(b) WITHOUT CAUSE

This Agreement may be terminated by CLIENT or CONSULTANT upon at least fourteen (14) days written notice to the other party.

(c) TERMINATION ADJUSTMENT PAYMENT

If this Agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for Services performed and expenses incurred to the termination notice date, including Reimbursable Expenses due, plus any additional direct expenses incurred by CONSULTANT including, but not limited to, cancellation fees or charges imposed by subcontractors ("Termination Expenses"). Termination Expenses, which may not exceed ten percent (10%) of charges incurred to the termination notice date, may be charged to CLIENT to cover such services to orderly close-out the Services and to prepare project files and documentation. CONSULTANT will use reasonable efforts to minimize such Termination Expenses.

13. DISPUTE RESOLUTION

(a) The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted for mediation to Judicial Arbitration and Mediation Services ("JAMS"), or other third-party mediation service acceptable to the parties. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with JAMS. If a party deems it necessary in order to protect or preserve a legal right, the request for mediation may be made concurrently with the filing of a lawsuit or other binding dispute resolution proceeding but, in such event, mediation shall proceed in advance of the binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

(b) The mediation fees and costs, if any, shall be divided equally among the parties involved. Each party shall bare its own attorney's fees and other costs, except as provided in subparagraph (c) below.

(c) If any party commences a lawsuit or other binding dispute resolution proceeding to which this paragraph applies without previously or concurrently initiating mediation, said party shall not be entitled to recover attorneys' fees even if they would otherwise be available to that party in any such proceeding.

(d) The following matters are excluded from mediation hereunder: (1) injunctive relief; and (2) any unlawful detainer.

14. GENERAL PROVISIONS

(a) APPLICABLE LAW

This Agreement shall be interpreted and enforced according to the laws of the State of California, excepting those provisions of California law that would require the application of the laws of another state or country.

(b) PRECEDENCE OF CONDITIONS

Any terms or conditions incorporated into a purchase order, confirmation, or other similar document issued by CLIENT shall have no force and effect. If there is any conflict between these Terms and Conditions and the Agreement or any other Exhibits, or documents that are attached or make up a part of this Agreement, these Terms and Conditions shall control, in the absence of CONSULTANT's express written agreement to the contrary.

(c) ASSIGNMENT OR SUBCONTRACTING

Neither CLIENT nor CONSULTANT shall assign its interest or any rights in this Agreement without the written consent of the other. CONSULTANT may subcontract any portion of the work to be performed hereunder without such consent.

(d) OWNERSHIP OF DOCUMENTS

All Work Product are instruments of CONSULTANT's Services and shall not be used on other projects without CONSULTANT's prior written consent; however, if used on other projects, such use shall be at CLIENT's sole risk. CONSULTANT's Work Product may not be altered or modified except by CONSULTANT. CONSULTANT shall be deemed the author of the Work Product and shall retain all common law, statutory and other reserved rights, including the copyright, trademark, and patent. The CLIENT may retain copies, including reproducible copies, of these documents for information and reference in connection with the CLIENT's use for this project. Submission or distribution of CONSULTANT's Work Product to meet official regulatory requirements or for similar purposes in connection with this project are not to be construed as publication in derogation of CONSULTANT's reserved rights.

(e) FORCE MAJEURE

Any delay or default in the performance of any obligation of CONSULTANT under this Agreement resulting from any cause(s) beyond CONSULTANT's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby. Upon the resumption of Services, the schedule for performance of CONSULTANT's Services and the fees due hereunder shall be equitably adjusted.

(f) TIME BAR

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the Services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after one year from the date of substantial completion of the Services, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence.

(g) INTERPRETATION

The parties have had an opportunity to review and negotiate the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such party or its legal counsel was the drafter thereof. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

(h) MERGER: WAIVER: SURVIVAL

This Agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, and/or agreements, written or oral. This Agreement may not be amended or altered except in a writing signed by both parties. One or more waiver of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision. Any provision hereof which is legally deemed void or unenforceable shall not void the entire Agreement, and all remaining provisions shall survive and be enforceable.

(i) CLIENT OBLIGATIONS

CLIENT shall furnish full information regarding requirements for the project, including a plan or program that shall set forth CLIENT's objectives, schedule, constraints and criteria, including, as applicable, budget, space requirements, and relationships, flexibility, expandability, special equipment, systems and site requirements. CLIENT will provide access to the project site, obtain all permits, provide all legal services in connection with the project, and provide environmental impact reports or any other reports or filings required of the site owner, unless specifically

included in CONSULTANT's scope of Services. CLIENT shall pay the costs of plan checking and inspection fees, zoning applications fees, soil engineering fees, testing fees, surveying fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement.

CLIENT will provide to CONSULTANT all documents and information regarding the site and the Project that is reasonably necessary for CONSULTANT to provide its Services under this Agreement. CONSULTANT shall be entitled to rely upon the adequacy and accuracy of documents and information provided by CLIENT, CLIENT's other consultants and contractors, and other third-parties (collectively "CLIENT Information") in performing the Services. CONSULTANT assumes no responsibility or liability for the accuracy or completeness of CLIENT Information; however, CONSULTANT will advise CLIENT if it becomes aware of an error or omission in the CLIENT Information. CLIENT Information will remain the property of the CLIENT; however, CONSULTANT may keep a copy of all CLIENT Information for the completion of its records.

(j) THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or CONSULTANT.

15. UTILITIES AND SUBSURFACE CONFLICTS

Prior to initiation of subsurface investigations, including but not limited to boreholes, probes, trenches, or subsurface sample collection, CLIENT will provide CONSULTANT with available information, drawings, and maps regarding potential underground utilities, other potential subsurface conflicts, and overhead conflicts in the proposed areas of investigation. If CLIENT is not the property owner, CLIENT will contact the property owner and request such information. CONSULTANT will clear the proposed investigation locations for buried utilities by obtaining the services of a utility locating company. CONSULTANT will make reasonable efforts to identify and to avoid damage to disclosed or visually-identified utilities that may exist within the areas of investigation. CONSULTANT, its subconsultants and subcontractors shall have no liability for damages to persons or property, including the cost to repair, which occur during investigative activities performed by CONSULTANT, its subconsultants and subcontractors, and arise out of, or relate to, undisclosed, unknown, or inaccurately specified utilities or other structures.

16. ARTIFICIAL INTELLIGENCE

CONSULTANT may use Artificial Intelligence (AI) technology in providing services under this Agreement. AI technology is a rapidly changing field and includes tools provided by third parties that may be pre-trained and/or pretrain with supplementary training by CONSULTANT. CONSULTANT makes efforts to identify and remove CLIENT-identifying data and any bias that is contained in data that is used for supplementary training.

CONSULTANT is aware that the output from AI is not a substitute for human judgement. CONSULTANT's engineers, scientists, and other professional staff will continue to provide professional services, and make decisions based on their experience, knowledge, and analysis, consistent with the Standard of Care.



Maple Grove Office
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P: (763) 493-4522 | F: (763) 493-5572

CLIENT/OWNER SERVICES AGREEMENT

PROJECT NAME: Delta-Mendota Data Management System FY27 Hosting and Support
HOUSTON JOB NO.: TBD HOUSTON PROJ. MGR.: Brian Fischer
CLIENT/OWNER NAME: Delta-Mendota Subbasin GSAs Joint Powers Authority
CLIENT/OWNER ADDRESS: TBD
CLIENT/OWNER PHONE NO.: TBD CLIENT/OWNER CONTACT: TBD

This Client/Owner Services Agreement ("Agreement") is made and entered into effective as of this 01 day of March, 2026, ("Effective Date") by and between **HOUSTON ENGINEERING, INC.** ("Houston") and Delta-Mendota Subbasin GSAs Joint Powers Authority ("Client").

Recitals

- A. Client has requested Houston to perform certain professional services in connection with a project generally referred to as Delta-Mendota Data Management System FY27 Hosting and Support ("Project").
- B. Houston desires to provide the professional services requested by Client in accordance with this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Houston and Client agree as follows:

1. Services. Houston shall perform the services set forth in Attachment A ("Services") in accordance with the terms and conditions of this Agreement.
2. Term of Agreement. This Agreement shall commence on the date first stated above, and Houston is authorized to commence performance of the Services as of that date. This Agreement shall terminate on February 28, 2027, unless terminated earlier pursuant to the terms and conditions of this Agreement.

3. Attachments. The Attachments below, which have been marked for inclusion, are hereby specifically incorporated into and made a part of this Agreement:

- ☒ ATTACHMENT A - SERVICES (Houston assumes no responsibility to perform any services not specifically listed.)
☒ ATTACHMENT B - GENERAL TERMS AND CONDITIONS
☒ ATTACHMENT C - AMENDMENT TO GENERAL TERMS AND CONDITIONS
☐ ATTACHMENT D - _____

4. Compensation.

\$ 3,000 Lump Sum Fee – DMS Web Hosting
\$ 24,500 Estimated Fee - Client invoiced on an hourly basis commensurate with the attached Fee Schedule
\$ _____ Percentage of Estimated Construction Cost
\$ _____ Other - _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written:

CLIENT/OWNER

HOUSTON ENGINEERING, INC.

BY: _____
AUTHORIZED REPRESENTATIVE

BY: _____
AUTHORIZED REPRESENTATIVE

TITLE: _____

TITLE: Vice President

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON AT THE U.S. MAIL OR ELECTRONIC MAIL ADDRESS ABOVE

Scope of Work

TASK 1 – Web Hosting

Houston Engineering, Inc. (HEI) will provide Delta-Mendota Subbasin GSAs Joint Powers Authority with web hosting services for the Delta-Mendota Subbasin Data Management System (DMS). The application will be hosted on shared instances of AWS elastic compute cloud (EC2) and relational database management services.

TASK 2 – Support and Maintenance

HEI will provide technical support services as requested on a time and materials basis. These services typically include general help answering questions, application updates, debugging issues, small enhancements, bug fixes, GIS data updates, or software dependency updates. Significant enhancements or revisions must be contracted separately or amended to this contract. HEI will only complete requests as authorized by the Delta-Mendota Subbasin GSAs Joint Powers Authority Project Lead. Technical Support or Maintenance Requests can be made via web meetings, phone, or email. The Project Lead will send an email authorizing completion of a technical support or maintenance request. HEI will provide an estimated time of completion, if requested. Services will be billed as time and materials using the HEI fee schedule. If onsite meetings are requested, invoices will include mileage and travel time.

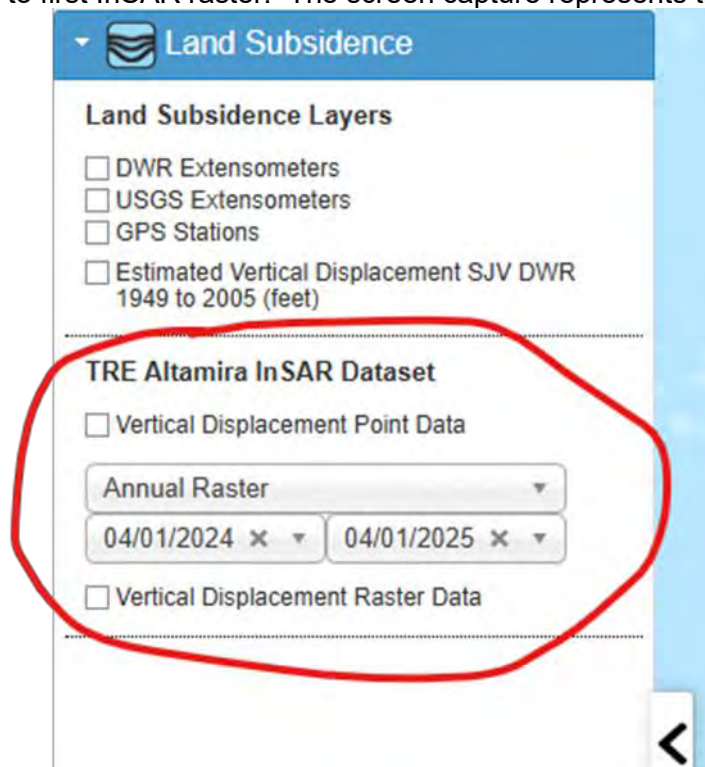
Task 3 - Optional Enhancement

Optional enhancements were estimated from discussions with the subbasin and their consultants in July 2025.

- Task A: Identifier for proxy data collected with different symbology displayed on hydrograph or chemograph
 - Task Description: HEI will add two data inputs for groundwater level and quality measurements to store whether the measurement is considered proxy data, and a descriptor of which proxy site was used. HEI will then add these two columns to the import spreadsheet. If the proxy data column is set to true, then the descriptor column will be required for the measurement. HEI will then code an enhancement to display the data point on the charts with a different color to highlight it is a proxy data point.
 - Cost Estimate: 12 hours (\$2,154)
 - Assumptions: For water quality measurements, we assume the proxy data tag will apply to all constituents for a time stamp event. No historic data will be re-imported with proxy data as part of this task.
- Task B: DMS accounts for each GSA representative/agency responsible for monitoring wells with permission to upload data
 - Task Description: Make the Source GSA and Monitored by agency required fields for the well sites. Import any missing data.
 - Cost Estimate: 5 hours (\$909)
 - Assumptions: Engineer consultant would provide the data for any sites the DMS is missing this data for.
- Task C: Email reminders to specific well contacts to upload data by designated date (i.e., grace period of 1 week following end of month for groundwater levels)
 - Task Description: Setup a weekly schedule task that queries the DMS to find any sites

- that have not had water levels uploaded for the quarter. For each site found email the user accounts that are affiliated with the Monitor by Agency input for the site.
- Cost Estimate: 5 hours (\$909)
 - Assumptions: Engineer consultant would provide the exact date ranges for quarterly import water level requirements.
 - Task D: Linear trend line on hydrographs calculated by 4-year rolling average of season low measurements for groundwater levels
 - Task Description: HEI would first create code that would query the data for the well site and determine the last 4 year's of data to use. It would find the lowest water level in each of the past 4 years and use those 4 values to plot a dashed trend line on the hydrograph. HEI would also add a legend to the graph so users understood all of the colors and line types on the chart.
 - Cost Estimate: 8 hours (\$1,482)
 - Assumptions: Trend line would not be plotted on the hydrographs that are exported as part of the draft annual report generation tool.
 - Task E: Linear trend line on chemographs calculated by 3-year rolling average concentration for each constituent of concern for groundwater quality, or other methodology as defined in each Pumping Reduction Plan
 - Task Description: HEI would first create code that would query the data for the well site and determine the last 3 year's of data to use. It would find the fall monitoring value and use those 3 values to plot a dashed trend line on the chemograph. HEI would also add a legend to the graph so users understood all of the colors and line types on the chart.
 - Cost Estimate: 6 hours (\$1,077)
 - Assumptions: None.
 - Task F: Add a new input to the subsidence monitoring site data entry form called: "Is this subsidence monitoring site within the SSMA (Southern Subsidence Management area) or within ½ mile of delta Mendota canal. This will be a Yes/No input."
 - Cost Estimate: 2 hours (\$336)
 - Assumptions: GSA's or their consultants will be responsible for populating this new input for each site.
 - Task G: Monthly exports of measurements exceeding the MTs by GSA
 - Task Description: Create a new export report that will produce an excel spreadsheet that will list all well sites and compare the most recent water level measurement against the MTs. The report will include both values as columns as well as the source GSA. If the water level exceeds the MT then the row will be highlighted with a color. This report will be setup to run by any Admin role in the DMS.
 - Cost Estimate: 6 hours (\$1,077)
 - Assumptions: If this feature needs to be available to all users and restricted to only see data that a GSA has permission to that would take extra work to implement the permission logic.
 - Task H: Data validation checks to identify potential questionable measurements not identified as such during monitoring activities (flag measurements as questionable that fall outside of the historical minimum and maximum for each well)
 - Task Description: Create a new code as part of the import spreadsheet process that checks to see if the data they are uploading falls outside of the historical min/max values for the site. If it does still import the data but add a flag to the questionable column and report back to the screen so the user knows which data was flagged and why.
 - Cost Estimate: 6 hours (\$1,077)

- Assumptions: This logic would only be add for the groundwater level data imports.
- Task I: Perform QA/QC of “Export Data” tool from DMS to ensure any calculations and data categories are correct
 - Task Description: Work with engineer consultant to develop a test scenario to check the water level depth and elevation are being calculated correctly as per how it needs to get reported to the DWR as part of the water level export tool. Correct the calculation if it is found to be incorrect.
 - Cost Estimate: 4 hours (\$741)
 - Assumptions: None.
- Task J: Modify groundwater level data import sheet to require associated depth to groundwater measurement
 - Cost Estimate: 2 hours (\$336)
 - Assumptions: None.
- Task K: Auto-import latest InSAR layer from DWR’s SGMA Data Viewer to display on DMS Dashboard Map
 - Task Description: HEI would code the ability to add two map layers that are the TRE Altamira InSAR Dataset Annual Raster and Total Raster. Annual Raster would display the current month available to the last year. Total Raster would display current month to first InSAR raster. The screen capture represents the map layer we are referring to.



- Cost Estimate: 6 hours (\$1,077)
- Assumptions: There is going to be no way to automate the monthly update to these layers because DWR does not have a mechanism to tell us when the new raster is available. HEI will put a calendar reminder on their schedules to check and update the two layers to the correct raster months that will take approximately 15 minutes per month.

Parking Lot Improvements

- Add “demand triggers” category to be displayed in tabular and graphical format per the demand management policy for groundwater levels, groundwater quality, and subsidence
 - Reason to not estimate: It would take a lot of time and coordination with GSAs and consultants to define the demand triggers by well and data type. For water quality, demand triggers would have to get defined by each constituent. Subsidence demand triggers would also be challenging to define because they are rates over time. Our thoughts will some of the demand triggers would be visualized by adding a linear trend line to the water level and chemgraphs.
- Establish automatic notification emails to be sent to the GSA/responsible monitoring agency for representative wells/sites that have reached the “demand trigger” and/or minimum threshold levels
 - Reason to not estimate: This task is not possible without doing the task listed above this one. If we set this up we are thinking it could be around 15 hours of work.
- DMS to pair particular stream gage with minimum of one well and maximum of four wells and calculate vertical gradient to plot on chart
 - Reason to not estimate: Determined lower priority and it would be complex and expensive to implement.
- For wells in representative monitoring networks for both groundwater levels and interconnected surface water, display the different sustainable management criteria for each unique sustainability indicator
 - Reason to not estimate: Determined lower priority and it would be complex and expensive to implement.
- Modify groundwater quality data import sheet to include entry for field blank samples
 - Reason to not estimate: Determined lower priority and it would be complex and expensive to implement.
- Include sample collected and sample analyzed time to check samples were analyzed within prescribed holding times
 - Reason to not estimate: Determined lower priority and it would be complex and expensive to implement.
- Add Y/N response: Does laboratory report indicate all laboratory blank analyses were determined acceptable by the laboratory?
 - Reason to not estimate: Determined lower priority

- Check for agreement in results in constituent detections between field blank and respective practical quantification limit
 - Reason to not estimate: Determined lower priority and it would be complex and expensive to implement.
- Check that field duplicate results and primary sample results agree within 10% or have differences within their respective practical quantification limit. If concentrations vary by more than 25%, GSA to reach out to the laboratory to reanalyze the sample to confirm the result is reasonable
 - Reason to not estimate: Determined lower priority and it would be complex and expensive to implement.
- Calculate anion-cation charge balance using mass-charge concentrations in milliequivalents per liter (meg/L), with the difference between the two sums reported as a percentage (a 5% or less difference is acceptable. If the anion/cation balance difference exceeds 15%, GSA to ask laboratory to reanalyze certain constituents or the entire sample to confirm the result is accurate)
 - Reason to not estimate: Determined lower priority and it would be complex and expensive to implement.
- Link DMS to UNAVCO (land subsidence), CDEC (stream gages), Water Data Library (groundwater levels), etc. to automatically update the DMS, if possible.
 - Reason to not estimate: It would take a lot of time to define which sites to pull and map the data inputs into the DMS database. Then there would be cost to write the pulling code, test and decide when the code would get triggered and how. If the committee wanted to proceed with this task, I would suggest we start with only one of these data sources and test to ensure it's worth the costs. I would estimate the first data source could take around 30 hours alone to implement.
- Automatic generation of DMS IDs based on GSA and if possible, cross check with DMS IDs generated as part of Well Census Project and use where applicable
 - Reason to not estimate: Needs more discussion on how the well census project is creating ids and how the DMS would know what wells are in the census project versus DMS.

Budget Table and Schedule of Charges

Task	Project Manager 3 - Technology (\$237)	Software Engineer 5 (\$194)	Software Engineer 3 (\$168)	Total Fee
1-Web Hosting				\$3,000
2-Support and Maintenance	16	16	20	\$10,300
3-Optional Enhancements	4	8	50	\$11,175
Total				\$27,500

*Hours are estimated and assumed HEI can move hours between tasks or personal as long as to not exceed the total estimated costs.

Attachment C

Amendment to General Terms and Conditions

Amendment to the General Terms and Conditions (“GC’s”), which are part of the Client/Owner Services Agreement (“Agreement”) dated 09/24, 20 24, by and between Houston Engineering, Inc. (“Houston”) and (“Client”).

The following clauses are hereby incorporated and made a part of the Agreement, to either replace or supplement the terms thereof. In the event of any conflict or discrepancy between the terms of this Amendment and the terms of the GC’s, the terms of this Amendment shall control.

Replace Clause 18 with:

GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of California. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for California.

General Terms and Conditions

1. STANDARD OF CARE

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

2. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or more past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving seven (7) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

3. CHANGES OR DELAYS

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. Houston may also proceed with additional services specifically requested in writing by the Client, including electronic communications, without a written modification to the Agreement. Client shall compensate Houston for the additional services in an amount equal to the cumulative hours worked multiplied by the billing rates specified in the Agreement, or based on Houston's standard billing rates if billing rates are not specified in the Agreement; plus reimbursement of expenses incurred in connection with providing the additional services. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.

4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.

5. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the other party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

6. BETTERMENT

If any item or component of the Services or an amended Task Order is required due to omission from the original documents or Task Order provided to Houston, Houston's liability shall be limited to the reasonable costs of correction of the omission, less the cost to Client if the omitted item or component had been initially included in the original documents or Services documents. All costs of errors, omissions or other changes that result in betterment shall be borne by Client and shall not be a basis of a claim against Houston. In no event will Houston be responsible for that portion of any cost or expense that provides betterment or upgrades or enhances the value of the Services.

7. LIMITATION OF LIABILITY

In no event shall Houston be liable for punitive, special, incidental, indirect, consequential, or lost profit damages of any kind or nature, regardless of the form of action to which such damages are sought. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement, whether such claim is based on negligence, breach of contract, or any other theory. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

8. INSURANCE

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and commercial general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 7 above.

9. HAZARDOUS SUBSTANCES

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant, or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. If Hazardous Substances are identified or located at the Project site, Houston may suspend all Services without liability until remediation of the Hazardous Substances is complete. Houston reserves the right to adjust the attached Fee Schedule or any rate schedule of

Houston's subconsultants for specialized fees or services related to remediation of Hazardous Substances as agreed in writing between Houston and Client. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants and subconsultants from and against all fees, costs, claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for third-party remediation specialists, experts, attorneys, and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

10. INDEMNIFICATION

Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, and employees from and against any and all, costs, losses and damages, including reasonable attorneys' fees and other costs of litigation or dispute resolution to the extent caused by Houston's fault, negligent acts or omissions in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

11. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

12. CONTRACTOR MEANS AND METHODS

Houston has no control over, supervision of, or responsibility for construction of the Project or at the Project site. Client is solely responsible for retaining a qualified contractor or contractors licensed in the jurisdiction of the project (separately or collectively, the "Contractor") to implement the construction of the Project ("Work"). Contractor shall coordinate, control, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, safety, and security. Houston shall not be responsible for and shall bear no liability for Contractor's failure to perform the Work in accordance with the requirements of the Project and any documents or contracts related to the Project. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Client, Houston, and Houston's subconsultants, officers, directors, shareholder, agents, consultants, and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from performance of the Work. Contractor shall provide insurance and name Client, Houston, and Houston's subconsultants as additional insureds on Contractor's commercial general liability insurance policies on a primary and non-contributory basis. The amount of coverage available to the additional insureds shall be the amount of coverage required in the Client-Contractor agreement.

13. PROJECT SITE

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the Work, means or methods of Contractor or its/their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the Contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents, or subcontractors on a site shall not imply that Houston controls the operations of others, nor shall it be construed to be an acceptance by Houston of any responsibility for jobsite safety.

14. CONFIDENTIALITY

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

15. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston. Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses, and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's re-use of all information, documents, drawings, specifications prepared as part of the Project.

16. REMEDIES

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

17. PROPRIETARY DATA

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

18. GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

19. DATA PRACTICES ACT REQUESTS

Houston considers certain information developed during the execution of services as “not public” and “protected” from public disclosure under the various local, state, and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys’ fees associated with any requests for release of information under any such laws.

20. FORCE MAJEURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to, without limitation, causes beyond its reasonable control including, without limitation, acts of God, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston, if such could have not been overcome by the exercise of reasonable efforts by Houston (each, an “Event of Force Majeure”). Any delay due to an Event of a Force Majeure shall not be deemed to be a breach of or failure to perform this Agreement or any part hereof; provided, however, Houston shall provide reasonable notice to the Client of any Event of Force Majeure which notice shall provide the particulars of the cause of the event of Force Majeure in writing. In the event of any such delay, Houston’s performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

21. WAIVER OF JURY

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

22. BUSINESS ENTITY

Client acknowledges that Houston is a business corporation and agrees that any claim made by Client arising out of any act or omission of any shareholder, director, officer, or employee of Houston in the execution or performance of this Agreement shall be made solely against Houston and not against any individual or group of individuals in any capacity.

23. NOTICES

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; deposited in the United States Mail, certified or registered, postage prepaid, return receipt requested; or sent by electronic mail with read receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, electronic mail, or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service or by transmission by electronic mail. Notices, demands, or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the U.S. mail or electronic addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

24. MISCELLANEOUS

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third-party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied, or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston’s prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

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TO: Board of Directors
Agenda Item No. 9

FROM: Taylor Blakslee, Hallmark Group

DATE: February 4, 2026

SUBJECT: Selection and Approval of the Delta-Mendota Subbasin Groundwater Sustainability Plan Manager

Recommendation

Select and Approve _____ as the Delta-Mendota Subbasin Groundwater Sustainability Plan Manager.

Discussion

Currently, the Plan Manager for the Delta-Mendota Subbasin Groundwater Sustainability Plan is Jarrett Martin (SJREC). As the DM Subbasin transitions from the San Luis & Delta-Mendota Water Authority to the Joint Powers Authority, a new Plan Manager is needed.

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

Under SGMA, the Plan Manager’s primary duties include:

- Acting as the official point of contact for the California Department of Water Resources and the State Water Resources Control Board, including for submissions, updates, notifications, and communications via the SGMA Portal.
- Managing the submittal of the GSP to DWR, including initial notifications, plan amendments, annual reports, and periodic evaluations.
- Ensuring the GSP meets regulatory requirements for submittal and ongoing compliance, such as timely responses to DWR evaluations, assessments, or directives.
- Coordinating among multiple GSAs of the Subbasin to ensure consistent reporting to DWR.
- Overseeing or facilitating data management, monitoring network reporting, and other required submissions (e.g., groundwater elevation data, water budget updates) to demonstrate progress toward sustainability goals.

Who does the Board want to appoint as the Plan Manager?

TO: Board of Directors
Agenda Item No. 10

FROM: Taylor Blakslee, Hallmark Group

DATE: February 4, 2026

SUBJECT: Appointment of Secretary

Recommendation

Appoint ____ as the Secretary of the Joint Powers Authority Board.

Discussion

Pursuant to section 7.1(b) of the Joint Powers Agreement, the Board needs to appoint a Secretary that may be a Member of the Authority or who may be staff or a consultant contracting with the Authority.

Primary Secretary duties include:

- Compliance with the Brown Act.
- Prepare agendas and notices, publicly post and distribute Board materials.
- Coordinate meetings.
- Receive notices on behalf of the Board of Directors and call to the Board of Directors' attention the need for responding.
- Provide such other assistance in coordination as may be appropriate.

Staff requests Board direction on who they want to appoint to this role.

TO: Board of Directors
Agenda Item No. 11

FROM: Taylor Blakslee, Hallmark Group

DATE: February 4, 2026

SUBJECT: Appointment of Treasurer

Recommendation

Appoint _____ as the Treasurer of the Joint Powers Authority Board.

Discussion

Pursuant to section 7.1(b) of the Joint Powers Agreement, Pursuant to section 7.1(b) of the Joint Powers Agreement, the Board needs to appoint a Treasurer that may be a Member of the Authority or who may be staff or a consultant contracting with the Authority. If the Treasurer is a Member of the Authority, said Member may be reimbursed for the cost services performed as Treasurer.

The primary duties of the Treasurer include:

- Manage and maintain all DM Authority funds.
- Expend funds upon authorization of the Board.
- Receive quarterly reports from the Secretary and verify the balance of this report with respect to the balance as identified in the audited financial statements.
- Provide the financial report at each Board meeting.
- Invoice the GSAs or GSA Groups, as applicable, for all Coordinated Plan Expenses based upon their respective Participation Percentages.
- Make books and records available for inspection at reasonable times by any Member that has made a contribution.
- Provide an unaudited report of all financial activities for each Fiscal Year to each Member that has made a contribution during that Fiscal Year within sixty (60) days after the close of each Fiscal Year.
- Coordinate annual audit activities.

Staff requests Board direction on who they want to appoint to this role.

TO: Board of Directors
Agenda Item No. 12

FROM: Taylor Blakslee, Hallmark Group

DATE: February 4, 2026

SUBJECT: Adopt Resolution No. 2026-1 to Establish a Bank Account, ACH Transactions and Assign Signatories

Recommendation

Adopt Resolution No. 2026-1 to establish a bank account, ACH transactions and assign signatories.

Discussion

The Delta-Mendota Subbasin GSAs Joint Powers Authority requires its own dedicated bank account to manage funds, including member contributions, grants, administrative expenses, and Groundwater Sustainability Plan implementation costs. To establish a bank account, a Board resolution is required, and draft Resolution No. 2026-1 is provided as **Attachment 1** for consideration of approval that addresses the components below.

	Resolution Component	Purpose	Staff Recommendation
1	Bank Account	Authorize staff to select a bank and establish an account for the DM Authority	Chase Bank
2	ACH (Automated Clearing House)	Enable secure, low-cost electronic payments and transfers, reduce manual processing errors and staff time on check printing/mailling/deposits, and provide faster settlement (1–2 business days) while ensuring a clear audit trail for compliance with fiscal transparency laws like the Brown Act and California Government Code requirements.	Authorize use of ACH transactions
3	Signatories	Designates specific authorized signatories for the bank account. The process for ACH payments will require prior approval by an authorized signatory and will be outlined in the Fiscal Policy that is being developed for Board approval.	<ol style="list-style-type: none"> 1. Board Member (TBD) 2. Board Member (TBD) 3. Chuck Gardner, Hallmark Group President/CEO

DELTA-MENDOTA SUBBASIN GSAs JOINT POWERS AUTHORITY

RESOLUTION 2026-1

RESOLUTION TO OPEN BANK ACCOUNT

WHEREAS, the Board of Directors of the Delta-Mendota Subbasin GSAs Joint Powers Authority (DM Authority) determined to open one or more bank accounts for the purposes of conducting the DM Authority's business.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DM AUTHORITY:

1. The Board Chairman authorizes the Treasurer, or designee, to open a bank account and establish ACH transaction for monthly payments to vendors and consultants. The bank selected by the Treasurer, or designee, is hereby authorized to honor the deposits of the Authority, and checks and ACH transactions drawn against such deposits.
2. Signatories for the bank account shall be (1) _____, (2) _____, and (3) Charles Gardner, Hallmark Group President/CEO.

THE UNDERSIGNED hereby certifies that he is the duly elected, qualified and acting managing member of the Delta-Mendota Subbasin GSAs Joint Powers Authority and that the foregoing resolution was submitted to and approved and adopted by the members at a special meeting held on February 4, 2026, and that said resolution is now in full force and effect without modification or recession as permitted under the JPA and in accordance with the provisions of state law under which the JPA was created.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand effective this 4th day of February, 2026.

AYES:

NOES:

ABSTAIN:

Secretary

TO: Board of Directors
Agenda Item No. 13

FROM: Lauren Layne, Legal Counsel, Baker Manock & Jensen

DATE: February 4, 2026

SUBJECT: Review and Consider Approval of the Northern DM Region Special Projects Agreement

Recommendation

Review and consider the approval of the Northern DM Region Special Projects Agreement.

Discussion

On October 1, 2025, the Northern Delta-Mendota (DM) Regional Management Committee discussed maintaining authority to contract under the Joint Powers Agreement. During the meeting, legal counsel was directed to develop a draft framework by which the Northern DM Committee could exercise its authorities under the JPA.

Legal counsel drafted the Special Projects Agreement (SPA), which was shared for Northern DM Committee feedback on November 5, 2025. Edits were incorporated into several iterations of the agreement, and the final draft was presented to the Northern DM Committee on January 7, 2026.

During January 7, 2026 meeting, the Committee made a motion to recommend their GSA Boards approve entering into the Special Projects Agreement in its substantive form, subject to any final substantive edits within one week. There were no substantive edits received.

The Northern DM Committee members are in the process of adopting the SPA and are scheduled to have all parties sign the Agreement by February 28, 2026.

The final Special Projects Agreement is provided as **Attachment 1** for Board consideration of approval.

NORTHERN DELTA-MENDOTA GSAs SPECIAL PROJECT AGREEMENT

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

RECITALS

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

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

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

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

E. Pursuant to Sections 5.1(k), 6.7(a)(viii), and 9.5 of the JPA Agreement, upon approval of a majority of the Board of Directors, the Authority may enter into an agreement with any of its Members, or multiple Members, for the purpose of implementing SGMA within the Subbasin.

F. The Activity Agreement and all amendments to it are hereby terminated.

G. The Participating Members are solely responsible for all costs and liabilities associated with this Agreement, with no financial obligations or liabilities imposed on Non-Participating Members of the Authority.

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

1. **Definitions.**

1.1 **“Authority”** refers to the Delta-Mendota Subbasin GSAs Joint Powers Authority.

1.2 **“Agreement”** refers to this Northern Delta-Mendota GSAs Special Project Agreement.

1.3 **“Board of Directors”** shall mean the Board of Directors of the Authority.

1.4 **“GSA”** shall mean a groundwater sustainability agency enabled by SGMA to regulate a portion of a basin or subbasin cooperatively with all other GSAs in the basin or subbasin, in compliance with the terms and provisions of SGMA.

1.5 **“GSP”** shall mean the groundwater sustainability plan adopted by the GSAs in the Delta-Mendota Subbasin.

1.6 **“Non-Participating Members”** shall mean any other GSA(s) that entered into that certain JPA Agreement, but are not signatories to this Agreement.

1.7 **“Outside Service Area(s)”** of a Participating Member shall mean an area or areas that are outside the political boundaries of the Participating Member, but that are included within the boundaries of such Participating Member’s single-agency GSA. For a party to a multi-agency GSA, “Outside Service Area(s)” of the Participating Members shall mean area(s) that are outside the political boundaries of the Participating Member and outside the boundaries of any other Participating Member that is not a county but that, through written agreement with the applicable county, shall be subject to the Participating Member’s management for purposes of the implementation of SGMA.

1.8 **“Participation Percentages”** shall mean each Participating Member’s allocated share of expenses under this Agreement, as described in Section 10 of this Agreement and set forth on Exhibit “B” as updated from time to time.

1.9 **“Participating Member”** shall mean a Member or Members of the Authority who are signatories to this Agreement.

1.10 **“SGMA”** shall mean the California Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739), Water Code Sections 10720-10755.4, which collectively comprise SGMA, as that legislation and those regulations may be amended from time to time.

2. **Limitations.** This Agreement is solely between the Authority and the Participating Members listed above who have executed this Agreement. Non-Participating Members shall have no rights, obligations, financial responsibilities, or liabilities under this Agreement, including but not limited to costs, liabilities, or implementation of the services described herein. Nothing in this Agreement authorizes the Authority to establish a GSA or commit the Participating Members to SGMA implementation actions within their respective boundaries and Outside Service Areas, unless the Participating Member has formally and expressly consented in writing.

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

4. **Role of the Authority.** The role of the Authority under this Agreement is to provide services to assist the Participating Members in conducting the activities contemplated by this Agreement. The Authority will provide only those services as defined in Section 7 of this Agreement and supported with funding from the Participating Members.

5. **Powers Reserved to the Board of Directors and Limitations Thereon.**

5.1 The Board of Directors of the Authority shall have ultimate approval authority over the annual budget for this Agreement, based upon the recommendation and approval of the Participating Members; provided, the Board of Directors may not alter the annual budget for this Agreement without the review and approval of the Participating Members.

5.2 The Board of Directors shall have the right, upon recommendation of or in consultation with the Participating Members, to approve all amendments to this Agreement.

5.3 The Board of Directors shall have the right, upon recommendation of or in consultation with the Participating Members, to act on any claims and to make decisions concerning the prosecution of, defense of, or other participation in actions or proceedings at law brought against the Authority arising from this Agreement.

5.4 The Board of Directors shall have the right to enter into agreements with consultants within the approved budget, subject to the limitations provided in this Agreement.

5.5 The Board of Directors may, in its discretion, elect to appoint a subcommittee composed of Participating Members to assist in conducting the business of this Agreement.

6. **Approval By Participating Members.** When the terms of this Agreement or applicable law require the approval of a Participating Member, written documentation of such approval, whether by resolution, motion, minutes, or other form of authorization, must be provided to the Authority and to each of the other Participating Members. Any of the following actions shall require the unanimous approval of the Participating Members:

6.1 A recommendation to the Board of Directors of the Authority to a compromise or payment of any claim against the Authority arising from this Agreement;

6.2 To adopt a proposed annual budget by January 15 of each year or by such alternate date as may be required so that it can be incorporated into the Authority's annual budget for the fiscal year beginning on March 1 of each year;

6.3 To propose to set or modify the Participation Percentages of the Participating Members from time to time;

6.4 To fund a project within the boundaries of a particular Participating Member; and

6.5 A recommendation to the Board of Directors of the Authority to admit a new Participating Member subject to section 9 of this Agreement.

6.6 Any other action for which a unanimous vote is required by the terms of this Agreement.

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

8. **Term.** This Agreement shall commence on the Effective Date and continue until terminated in accordance with Section 14.

9. **Admission of New Participating Members.** Admission of new Participating Members shall require amendment of this Agreement and approval by both the Board of Directors of the Authority and the Participating Members.

10. **Budgetary Responsibilities of Participating Members.**

10.1 **Budget and Costs.** The Participating Members are authorized to work with the Authority’s Executive Director and/or Assistant Executive Director to develop and recommend the annual budget for submission to the Authority’s Board of Directors. The Participating Members shall be solely responsible for all costs associated with the Services, including fees, reimbursable expenses, and any applicable taxes. Cost allocation among the Participating Members shall be determined in accordance with the Participation Percentages attached as Exhibit “B.” These costs are associated with the seat shared by the Participating Members on the Authority’s Board of Directors and as otherwise agreed to by the Participating Members. Non-Participating Members shall have no financial obligations pursuant to this Agreement, and the Authority shall not seek reimbursement or contribution from them for any costs incurred hereunder. Amendments to the budget resulting in a budget increase are subject to approval by the Participating Members as part of a mid-term budget adjustment.

10.2 **Payment Terms.** Each Participating Member shall pay its allocated share within forty-five (45) days of receipt of an invoice from the Authority. Late payments shall accrue interest at the applicable legal rate.

10.3 **Budget to Actual Adjustments.** The Authority shall true up budgeted amounts collected from Participating Members to actual expenditures annually, following the end of each fiscal year. Any over-payments between budgeted and actual expenditures, taking into account any year-end carryover reserve, shall be credited or refunded to each Participating Member in equal shares, based upon its Participation Percentage. Each Participating Member shall be billed for any under-payment following the true-up process pursuant to the payment terms of Section 10.2 of this Agreement.

10.4 **Participation Percentages.** The Participating Members shall, prior to the Effective Date or as soon as feasible thereafter, mutually agree upon and document Participation Percentages for each Participating Member, which shall total one hundred percent (100%). The Participation Percentages shall reflect each Participating Member’s relative contribution or

responsibility towards achieving the sustainability goal established in the GSP. All costs, expenses, and liabilities incurred under this Agreement shall be allocated and charged to the Participating Members in proportion to their respective Participation Percentages. The Participating Members may periodically review the Participating Percentages to consider new information.

11. **Deemed Withdrawal of Participating Member.** If a Participating Member fails or refuses to meet its financial obligations for more than six (6) months after written notice from the Authority, and does not enter into an agreement to cure the default or otherwise comply with this Agreement, the remaining Participating Members may determine whether the Participating Member is deemed withdrawn. Such determination requires a unanimous vote of a quorum of the Participating Members, excluding the affected Participating Member. Upon a unanimous determination, the Participating Members shall request approval from the Board of Directors to deem the Participating Member withdrawn. This determination does not preclude reinstatement by agreement of the Participating Members and the Authority.

12. **Audits and Records.** The Authority shall maintain records of all costs and services and make them available for inspection by Participating Members, and by bondholders and lenders as provided by resolution or indenture, upon reasonable notice. The Authority's Treasurer shall provide regular reports on Special Project Agreement accounts. Funds under this Agreement are subject to audit by the Authority's official auditor, and Participating Members may conduct audits at their own expense to verify cost allocations.

13. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation within thirty (30) days of failed negotiations, with a mutually agreeable mediator, before resorting to termination, litigation, or some other dispute resolution procedure. The mediator shall be an independent individual, not employed by or acting as an agent of the Authority or any Participating Member. The process shall be confidential and final. The mediator shall be compensated equally by those engaged in the dispute. In the case litigation is initiated, either Party shall seek resolution in a court of competent jurisdiction in the Merced County or Stanislaus County Superior Court.

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

15. **Participating Member Withdrawal**

15.1 Any Participating Member may voluntarily withdraw from this Agreement upon thirty (30) days' written notice of such withdrawal to the Authority and each of the other Participating Members.

15.2 Upon voluntary withdrawal, or if a Participating Member is deemed withdrawn upon determination by the Participating Members and approval by the Board of Directors, the Member's rights of participation under this Agreement shall cease as of the withdrawal date. The withdrawing Participating Member remains responsible for all financial

obligations incurred prior to the withdrawal date and shall pay such obligations within thirty (30) days, in accordance with this Agreement.

15.3 Upon withdrawal, a Participating Member may use any data or information developed under this Agreement during its participation. If the Participating Member withdraws after completion of the GSP, it may also use the GSP for future SGMA implementation within its boundaries.

16. **Notices.** All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by email, and shall be deemed sufficiently given if served in a manner specified in this Section 16. The addresses noted below in the signature blocks shall be that Party's address for delivery or mailing of notices.

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

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

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

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

20. **Miscellaneous.**

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

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

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

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

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

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

20.7 Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement. Each Participating Member hereby confirms that the Authority and other Participating Members are third-party beneficiaries of such Participating Member's obligations under this Agreement and may take such actions in law or in equity as may be desirable to enforce payments hereunder.

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

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

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

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

Dated: _____

DELTA-MENDOTA SUBBASIN GSAS JOINT
POWERS AUTHORITY

Print Name: _____

Title: _____

Address: _____

Dated: _____

CITY OF PATTERSON GSA

Print Name: _____

Title: _____

Address: _____

Dated: _____

DM II GSA

Print Name: _____

Print Title: _____

Address: _____

Dated: _____

NORTHWESTERN DELTA-MENDOTA GSA

STANISLAUS COUNTY

Print Name: _____

Print Title: _____

Address: _____

APPROVED AS TO FORM

By: _____

MERCED COUNTY

Print Name: _____

Print Title: _____

Address: _____

APPROVED AS TO FORM

By: _____

Dated: _____

PATTERSON IRRIGATION DISTRICT GSA

Print Name: _____

Print Title: _____

Address: _____

Dated: _____

WEST STANISLAUS IRRIGATION DISTRICT
GSA 1

Print Name: _____

Print Title: _____

Address: _____

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

Pursuant to that certain Northern Delta-Mendota GSAs Special Project Agreement dated March 1, 2026 (the “Agreement”), the Authority shall provide the following Services to the Participating Members:

1. **Administrative Support for GSA Formation:** Provide administrative services to assist Participating Members, upon request, in forming and implementing individual or multi-agency Groundwater Sustainability Agencies (GSAs) that are independent from the Authority.
2. **Consulting Services for GSP Development and Implementation:** Provide staff resources or solicit proposals from consultants; and, at the direction of the Board of Directors, accept proposals and enter into service agreements to acquire consulting services for compiling data, conducting monitoring, undertaking groundwater studies and developing models necessary for the Northern DM Region GSP.
3. **Funding Mechanisms:** Establish funding mechanisms through budgets approved by the Board of Directors and the Participating Members to obtain services required for developing and implementing the Northern DM Region GSP.
4. **Accounting and Billing Services:** Provide accounting and billing services to collect costs incurred in accordance with the terms of the Agreement.
5. **Outreach Facilitation:** Provide services to facilitate outreach to interested parties, as defined by SGMA, as requested for developing and implementing Participating Members’ GSAs and the Northern DM Region GSP.
6. **Coordination Support:** Provide services to facilitate coordination among GSAs in other portions of the DM Subbasin and GSAs in other subbasins to assist in developing or implementing intra-basin or inter-basin Coordination Agreements required by SGMA.
7. **Additional Activities:** Undertake additional activities and responsibilities as requested and funded by the Participating Members.
8. **Joint Cost Sharing Account Management:** Manage and maintain a Joint Cost Sharing Account funded by Delta-Mendota Subbasin GSAs, including Participating Members, to create a prudent reserve for activities under the Domestic Well Mitigation Policy. The Account shall be funded with \$300,000 over three years (\$100,000 annually for the first three years). Procedures for funding and use shall be detailed in a separate procedures document.

This Statement of Work may be amended only in writing by mutual agreement of the Parties and in compliance with the Agreement’s terms.

EXHIBIT “B”
PARTICIPATING MEMBERS’ PARTICIPATION PERCENTAGES

<u>Participating Member</u>	<u>Participation Percentage</u>
<i>Patterson Irrigation District GSA</i>	14%
Patterson ID	
Twin Oaks ID	
<i>West Stanislaus Irrigation District GSA I</i>	16%
West Stanislaus ID	
<i>DM II GSA</i>	30%
Del Puerto WD	
Oak First WD	
<i>City of Patterson GSA</i>	10%
City of Patterson	
<i>Northwestern Delta-Mendota GSA</i>	30%
Merced County	(5% of 30%)
Stanislaus County	(95% of 30%)

TO: Board of Directors
Agenda Item No. 14

FROM: Lauren Layne, Legal Counsel, Baker Manock & Jensen

DATE: February 4, 2026

SUBJECT: Review and Recommend Member GSA Adoption of the Revised Memorandum of Agreement

Recommendation

Review and provide recommendation to JPA Member GSAs to adopt the revised MOA.

Discussion

On September 12, 2024, the 23 Groundwater Sustainability Agencies (GSAs) of the Delta-Mendota Subbasin entered into a Memorandum of Agreement to develop, implement, and update a single Groundwater Sustainability Plan. The execution of these goals under the MOA was managed through the Coordination Committee under the San Luis & Delta-Mendota Water Authority.

With the establishment of the DM Subbasin GSAs Joint Powers Authority, the SLDWMA will no longer have a role in the management of the GSAs, and therefore, the revised MOA removes the role of SLDWMA in Article III and replaces it with the Authority of the new JPA. Additionally, in the revised MOA, the Board of Directors of the Authority supersedes and replaces the Coordination Committee identified in Article IV of the Original MOA. There will also be only 21 GSA signatories to the MOA as Widren Water District and Oro Loma Water District have joined the Central Delta-Mendota GSA joint powers authority.

The redline and clean revised copy of the MOA are provided as **Attachment 1** and **Attachment 2**, respectively for Board consideration to recommend GSAs adopt.

REVISED AND RESTATED
MEMORANDUM OF AGREEMENT
AMONG THE DELTA-MENDOTA SUBBASIN
GROUNDWATER SUSTAINABILITY AGENCIES

THIS REVISED AND RESTATED MEMORANDUM OF AGREEMENT (this “MOA”) is entered into and shall be effective as of ~~the date of full execution below~~ March 1, 2026 (the “Effective Date”), by and among the groundwater sustainability agencies within the Delta-Mendota Subbasin listed in Exhibit “A” (each a “Party” and collectively the “Parties”) ~~and the San Luis & Delta-Mendota Water Authority, which would be executing not as a Party,~~ and is made with reference to the following facts:

RECITALS

A. ~~WHEREAS,~~ On September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (“SGMA”),; ~~and~~

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B. ~~WHEREAS,~~ SGMA requires all groundwater subbasins designated as high- or medium-priority by the California Department of Water Resources (“DWR”) to manage groundwater in a sustainable manner; ~~and~~

C. ~~WHEREAS,~~ The Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin (“Subbasin”), has been designated as a high-priority, critically overdrafted basin by DWR; ~~and~~

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D. ~~WHEREAS,~~ The Subbasin includes multiple groundwater sustainability agencies (each a “GSA” and collectively, the “GSAs”) that initially managed the Subbasin through the development and implementation of six different groundwater sustainability plans; ~~and~~

E. ~~WHEREAS,~~ Pursuant to the requirements of SGMA (Wat. Code §§ 10720, *et seq.*) and DWR’s SGMA regulations (23 Cal. Code Regs., §§ 350, *et seq.*), and in recognition of the need to sustainably manage the groundwater within the Subbasin, the Parties entered into that certain Delta-Mendota Subbasin Coordination Agreement effective December 12, 2018 (“Coordination Agreement”), to outline the Parties’ obligations and responsibilities regarding SGMA coordination in the Subbasin among the multiple GSAs and multiple groundwater sustainability plans; ~~and~~

F. ~~WHEREAS,~~ In 2024, the Parties adopted a single groundwater sustainability plan (“GSP”) to cover the entire Subbasin to comply with SGMA after an approximately two year review, DWR determined that the coordinated groundwater sustainability plans in the Subbasin were “incomplete” on January 21, 2022, and required that the groundwater sustainability plans be revised to address certain corrective actions by July 20, 2022; and

G. ~~WHEREAS,~~ the Parties did so timely revise and re-submit the amended groundwater sustainability plans to DWR; however, those groundwater sustainability plans, even after revision, were deemed “inadequate” under SGMA by DWR on March 2, 2023 ~~If there is only~~

one GSP for the Subbasin, then the GSAs no longer need the Coordination Agreement, as defined by SGMA; and

H. ~~WHEREAS, the Parties understand that upon DWR's determination that a groundwater sustainability plan is inadequate, SGMA authorizes the State Water Resources Control Board ("State Water Board") to seek to intervene and exercise jurisdiction over the affected subbasin. As part of the development of a single GSP, the Parties adopted a Memorandum of Agreement Among the Delta-Mendota Subbasin Groundwater Sustainability Agencies and San Luis & Delta-Mendota Water Authority, effective September 12, 2024 (the "Original MOA").~~ and

I. ~~WHEREAS, the Parties would like to be able to continue to manage the Subbasin locally in lieu of intervention by the State Water Board if possible; and~~

~~WHEREAS, in order to efficiently coordinate among the large number of GSAs in the Subbasin, the GSAs now desire to adopt one groundwater sustainability plan ("GSP") for the Subbasin; and~~

~~WHEREAS, if there is only one GSP for the Subbasin, then the GSAs no longer need the Coordination Agreement, as defined by SGMA; and~~

~~WHEREAS, Through the Original MOA, the GSAs desired to enter into this MOA to coordinate the work and management of the Subbasin and clarify responsibilities of the respective GSAs, in accordance with SGMA; and~~

~~WHEREAS, the Coordination Agreement shall remain binding and in effect until all Parties have approved a single GSP for the Subbasin, at which time the Coordination Agreement shall automatically terminate, and this MOA shall become operative as provided in Section 12.2, and develop a "Coordination Committee" to assist with said efforts.~~

J. ~~As of December 1, 2025, the Parties entered into that certain "Delta-Mendota Subbasin GSAs Joint Powers Authority Agreement" to create a separate entity known as the Delta-Mendota Subbasin GSAs Joint Powers Authority (the "Authority").~~

K. ~~The responsibilities of the Coordination Committee created by the Original MOA have been superseded by the Board of Directors of the Authority, rendering the Coordination Committee unnecessary.~~

L. ~~With the creation of the Authority, the San Luis & Delta-Mendota Water Authority is no longer involved in the coordination of the GSAs in the Subbasin and is therefore no longer a signatory to this MOA.~~

M. ~~The Parties desire to revise and restate the Original MOA as outlined in this MOA and it is the intent of the Parties that this MOA supersede and replace the Original MOA.~~

NOW, THEREFORE, in consideration of the Recitals, which are deemed true and correct and incorporated herein, and of the covenants, terms and conditions set forth herein, the Parties hereto agree as follows:

ARTICLE I– DEFINITIONS

~~1.1~~ “**Coordination Committee**” shall mean the committee of GSA Representatives or GSA Group Representatives established pursuant to this MOA.

~~1.1~~ “**Authority**” shall mean the Delta-Mendota Subbasin GSAs Joint Powers Authority.

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~~1.2~~ “**Coordinated Plan Expenses**” are those Subbasin-wide Activities expenses incurred by the Authority, the Secretary, and the Plan Manager, at the direction of the Board of Directors, within approved annual cost estimates for purposes described in this MOA and in implementing this MOA, including actual expenses incurred in executing obligations under this MOA for intrabasin and interbasin coordination, which are shared equally amongst the seven representative seats of the Board of Directors, in accordance with the Participation Percentages, are those Subbasin-wide Activities expenses that are shared equally amongst the Coordination Committee members, in accordance with the Participation Percentages.

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1.3 “**DWR**” shall mean the California Department of Water Resources.

1.4 “**Effective Date**” shall be ~~as set forth in the Preamble~~ March 1, 2026.

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

~~1.6~~ “**GSA Representative**” shall refer to the representative of a single GSA that holds a single seat on the Coordination Committee.

~~1.7~~ “**GSA Group Representative**” shall refer to the representative of a group of GSAs that share a single seat on the Coordination Committee.

~~1.8~~ ~~1.6~~ “**GSP**” shall mean the single Delta-Mendota Subbasin Groundwater Sustainability Plan.

~~1.9~~ ~~1.7~~ “**MOA**” shall mean this Revised and Restated Memorandum of Agreement by and among the Parties.

~~1.10~~ ~~1.8~~ “**Participation Percentages**” shall mean that percentage of Coordinated Plan Expenses allocated to each GSA or GSA Group as described on Exhibit “B” to this MOA, which is attached and incorporated by reference herein, as updated from time to time, but not more frequently than annually.

~~1.11~~ ~~1.9~~ “**Party**” or “**Parties**” shall mean a GSA or in the plural, two or more GSAs within the Subbasin, who are signatories to this MOA.

~~1.12~~ ~~1.10~~ “**Plan Manager**” shall mean an entity or individual, appointed at the pleasure of the ~~Coordination Committee~~ Board of Directors of the Authority, ~~or as provided in~~

~~Article III of this MOA~~, to perform the role of the Plan Manager ~~and~~ to serve as the point of contact to DWR and/or the State Water Board.

~~1.13 “San Luis & Delta-Mendota Water Authority” or “SLDMWA” shall mean the San Luis & Delta-Mendota Water Authority, a California joint powers agency.~~

~~1.141.11~~ “SGMA” shall mean the Sustainable Groundwater Management Act, as amended from time to time, commencing at Water Code section 10720, together with its implementing regulations applicable to groundwater sustainability plans, set forth at California Code of Regulations, Title 23, Division 2, Chapter 1.5, Subchapter 2.

~~1.151.12~~ “SGMA Definitions” shall mean those SGMA-specific definitions provided by statute or regulation; in the event of any inconsistency between a term defined in this MOA and a SGMA-specific definition, the definition contained in this MOA shall prevail.

~~1.161.13~~ “State Water Board” shall mean the California State Water Resources Control Board.

~~1.171.14~~ “Subbasin” shall mean the Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin.

~~1.181.15~~ “Subbasin-wide Activities” shall mean those activities or actions that affect the Subbasin as a whole or are otherwise required by SGMA to be determined at the Subbasin level and as defined by a unanimous vote of the Board of Directors of the Authority shall mean those activities or actions that affect the Subbasin as a whole or are otherwise required by SGMA to be determined at the Subbasin level and as defined by a unanimous vote of the Coordination Committee. An initial list of Subbasin-wide Activities is identified in Exhibit “D”.

~~1.191.16~~ “Water Year” shall mean the period from October 1 through the following September 30.

ARTICLE II– PURPOSE & KEY PRINCIPLES

2.1 **Purpose.** The Parties shall continue to work together in mutual cooperation to ~~implement and develop–update~~ the GSP in compliance with SGMA, for the sustainable management of the Subbasin. ~~Once adopted, e~~Each Party hereto shall implement the terms and conditions of the GSP within their respective GSA territories.

2.2 **Collaboration.** The Parties intend to mutually cooperate ~~to adopt a single GSP for the Subbasin, and~~ to implement the GSP within their respective GSA territories.

2.3 **Each Party’s Rights.** This MOA shall not limit or interfere with any Party’s rights or authorities over its own internal matters, including, but not limited to, a Party’s legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, billing and collection procedures, GSA powers and implementation or exercise of such powers, operations, and water management and water supply matters. Nothing in this MOA is intended to modify or limit a Party’s police powers, land use authorities, or any other authority, including the authority to pursue

a comprehensive groundwater adjudication or other alternative SGMA compliance strategy, should the Party deem it to be in its best interest to do so.

~~2.4 **Participation Percentage.** Each Party shall pay its proportionate share of the Participation Percentage, to cover coordinated Subbasin-wide Activities, set forth on Exhibit “B,” as said Exhibit “B” may be modified from time to time in accordance with Section 4.6(b). Participation Percentage financial contributions shall be treated in accordance with the provisions of Article III.~~

2.52.4 Management and GSP Implementation. It is the responsibility and obligation of each Party to this MOA, and any applicable separate agreements, to manage its own GSA and implement the GSP within its GSA’s boundaries. It is further the responsibility and obligation of each Party to pay its proportionate share of the Participation Percentage and other payments required as part of implementation of SGMA Subbasin-wide Activities, as may arise from time to time.

Article III_ ROLE OF SLDMWA

3.1 — AGREEMENT TO SERVE. BY EXECUTING THIS MOA, NOT AS A PARTY, SLDMWA AGREES TO CARRY OUT THE FUNCTIONS DESCRIBED IN THIS ARTICLE III AND ITS SUBPARTS CONSISTENT WITH THE TERMS OF THIS ARTICLE AND UNDER THE DIRECTION AND SUPERVISION OF THE COORDINATION COMMITTEE, SUBJECT TO THE REIMBURSEMENT AND THE TERMINATION PROVISIONS CONTAINED IN THIS ARTICLE.

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(a) — SECRETARY. SLDMWA AGREES TO PERFORM THE OBLIGATIONS OF THE SECRETARY DESCRIBED IN THIS MOA, BY DELEGATION TO ONE OR MORE OF ITS EMPLOYEES OR TO A CONSULTANT UNDER CONTRACT TO THE SLDMWA.

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(b) — PLAN MANAGER. SLDMWA AGREES TO PERFORM THE OBLIGATIONS OF THE PLAN MANAGER DESCRIBED IN THIS MOA, BY DELEGATION TO ONE OR MORE OF ITS EMPLOYEES OR TO A CONSULTANT UNDER CONTRACT TO SLDMWA.

3.2 — FISCAL MANAGEMENT BY SLDMWA AND REIMBURSEMENT TO SLDMWA. SLDMWA WILL PROVIDE NECESSARY FINANCIAL AND ADMINISTRATIVE SUPPORT SERVICES CONTEMPLATED BY THIS MOA, INCLUDING, BUT NOT LIMITED TO: HOLDING FINANCIAL CONTRIBUTIONS MADE IN ACCORDANCE WITH THE PARTICIPATION PERCENTAGES, ACCOUNTING FOR FUNDS HELD BY SLDMWA, REPORTS AS REQUESTED BY THE COORDINATION COMMITTEE MEMBERS CONCERNING FUNDS HELD, AND DISBURSING SAID FUNDS FOR AUTHORIZED PURPOSES.

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COORDINATION COMMITTEE MEMBERS SHALL MAKE PARTICIPATION PERCENTAGE CONTRIBUTIONS REQUIRED PURSUANT TO THIS MOA DIRECTLY TO SLDMWA.

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SLDMWA SHALL MAINTAIN A STRICT ACCOUNTABILITY OF ALL FUNDS CONTRIBUTED PURSUANT TO THIS MOA. SLDMWA SHALL ESTABLISH AND MAINTAIN SUCH ACCOUNTS TO PROVIDE FOR SEGREGATION OF FUNDS AS MAY BE REQUIRED BY GOOD ACCOUNTING PRACTICE. THE BOOKS AND RECORDS OF SLDMWA PERTAINING TO FUNDS HELD AND EXPENDED PURSUANT TO THIS MOA SHALL BE OPEN TO INSPECTION AT REASONABLE TIMES BY ANY ENTITY THAT HAS MADE A CONTRIBUTION. SLDMWA SHALL PROVIDE AN UNAUDITED REPORT OF ALL FINANCIAL ACTIVITIES FOR EACH FISCAL YEAR TO EACH PARTY THAT HAS MADE A CONTRIBUTION DURING THAT FISCAL YEAR WITHIN 60 DAYS AFTER THE CLOSE OF EACH FISCAL YEAR.

SLDMWA SHALL BE AUTHORIZED TO EXPEND FUNDS UPON AUTHORIZATION OF THE COORDINATION COMMITTEE, AS PROVIDED FOR IN THIS MOA.

~~UPON MUTUAL AGREEMENT OF SLDMWA AND EACH ENTITY OBLIGATED TO CONTRIBUTE FUNDS PURSUANT TO THE PARTICIPATION PERCENTAGES, SLDMWA AND THE PARTIES MAY EXECUTE A FURTHER AGREEMENT CONCERNING FISCAL RESPONSIBILITIES NOT INCONSISTENT WITH THE TERMS DESCRIBED HEREIN.~~

3.3 ~~TERMINATION OF SLDMWA'S SERVICES. EITHER THE PARTIES ACTING THROUGH THE COORDINATION COMMITTEE OR SLDMWA, AT ANY TIME, MAY TERMINATE THE SERVICES BEING PROVIDED BY SLDMWA PURSUANT TO THIS MOA UPON THIRTY (30) DAYS' WRITTEN NOTICE, IF FROM SLDMWA, TO THE COORDINATION COMMITTEE; AND IF FROM THE COORDINATION COMMITTEE, TO SLDMWA.~~

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~~Article IV~~ ARTICLE III – COORDINATION COMMITTEE JOINT POWERS AUTHORITY

4.1 Coordination Committee Delta-Mendota Subbasin GSAs Joint Powers Authority.

~~(a)3.1 The Parties entered into that certain Delta-Mendota Subbasin GSAs Joint Powers Authority Agreement effective December 1, 2025, to form the Delta-Mendota Subbasin GSAs Joint Powers Authority (the "Authority"). agree to establish a Coordination Committee to perform the functions set forth in this Section 4 in accordance with the voting procedures and requirements set forth herein. Recommendations from the Coordination Committee that require approval or action of each GSA within the Subbasin shall be provided to each Party's respective governing boards for adoption, approval or other recommended action. The Board of Directors of the Authority superseded and replaced the Coordination Committee identified in the Original MOA. All of the Parties to this MOA are Members of the Authority.~~

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~~(b) The Coordination Committee will consist of a total of seven (7) voting members to represent the Subbasin and shall be comprised of the representative of a GSA ("GSA Representative") or a group of GSAs (a "GSA Group Representative"), as identified on Exhibit "B." Each GSA Representative or GSA Group Representative shall have one Alternate Representative authorized to vote in the absence of the GSA Representative or GSA Group Representative, as applicable.~~

~~(c) Individuals serving on the Coordination Committee as a GSA Representative or GSA Group Representative shall be selected by each respective GSA or GSA Group at the discretion of that particular GSA or GSA Group, and such appointments shall be effective upon providing written notice to the Secretary.~~

~~(d) The Coordination Committee will recognize each GSA Representative or GSA Group Representative and their applicable Alternative Representatives until such time as the Secretary is provided written notice of removal and replacement of said Representative.~~

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(e) ~~Minutes of the Coordination Committee will be prepared and maintained by the Secretary as set forth in Article 4.4(b).~~

4.2 ~~**Representation.** Each Party understands its participation, as more fully set forth in Article IV of this MOA, is based on representation on the Coordination Committee. It is the responsibility and obligation of each Party under this MOA to develop its manner of selecting its respective Coordination Committee Representative and Alternate Representative. For purposes of this MOA, it is assumed that each Coordination Committee Representative has been authorized by the Parties in their respective GSA or GSA Group to participate as described herein.~~

4.3 ~~**Non-Entity Status.** The Parties acknowledge and agree that the Coordination Committee created by this MOA does not create a legal entity with power to sue or be sued, to enter into contracts, to enjoy the benefits or accept the obligations of a legal entity, or to exercise any legal authority. The Coordination Committee is not a GSA.~~

4.4 ~~**Coordination Committee Officers.** The Officers of the Coordination Committee will include a Chair, Vice Chair, and the Secretary. Except where the Parties have named such Officer in Article III of this MOA, Officers shall be selected at the initial meeting of the Coordination Committee or as soon thereafter as reasonably can be accomplished.~~

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

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

(b) ~~**Secretary.** By a simple majority vote, the Coordination Committee shall select a Secretary to carry out the functions described in this Article 4.4(b), to serve at the pleasure of the Coordination Committee. The Secretary may, but need not, be a Party to this MOA. Notwithstanding the requirement for a majority vote of the Coordination Committee to appoint a Secretary, SLDMWA is hereby designated to serve as the initial Secretary. Termination of SLDMWA's services is subject to Article 3.3.~~

~~The Secretary shall select an appointee (who may be SLDMWA staff or a consultant contracting with SLDMWA) to implement the Secretary's responsibilities under this MOA, for example, to coordinate meetings; prepare agendas; circulate notices and agendas; provide written notice to all Parties that the Coordination Committee has made a recommendation requiring approval by the Parties; prepare and maintain minutes of~~

meetings of the Coordination Committee; receive notices on behalf of the Coordination Committee and call to the Coordination Committee's attention the need for responding; and provide such other assistance in coordination as may be appropriate.

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

~~4.5 — **Plan Manager.** By a simple majority vote of Coordination Committee members present, the Coordination Committee shall select a Plan Manager, who may be a consultant hired by the Secretary, as directed by the action of the Coordination Committee pursuant to this MOA, the representative of an entity that has been selected as Secretary, or a public agency serving as or participating in a GSA that is a Party to this MOA, and who shall serve as the point of contact for DWR as specified by SGMA. Notwithstanding the requirement for a majority vote of the Coordination Committee to appoint a Plan Manager, SLDMWA is hereby designated as the initial Plan Manager, to serve at the pleasure and direction of the Coordination Committee, pursuant to Article III above.~~

~~The Plan Manager shall carry out the duties of a "plan manager" as provided in Title 23, division 2, Chapter 1.5, Subchapter 2, California Code of Regulations.~~

~~The Plan Manager has no authority to make policy decisions or represent the Coordination Committee without the specific direction of the Coordination Committee. The Plan Manager is obligated to disclose all substantive communications he/she transmits and receives in his/her capacity as Plan Manager to the Coordination Committee.~~

~~4.6 — **Coordination Committee Authorized Actions.** The Coordination Committee is authorized to act upon the following enumerated items:~~

~~(a) — By a simple majority vote of Coordination Committee members present at a regular or special meeting, the Coordination Committee shall review and approve:~~

- ~~— recommendation(s) to the GSAs for approving any technical analyses;~~
- ~~— updating of technical analyses as needed;~~
- ~~— developing budgets for Subbasin-wide Activities;~~
- ~~— providing assistance with grants and with coordinated projects and programs;~~
- ~~— assigning work to subcommittees and workgroups as needed, providing guidance and feedback, and ensuring that subcommittees and workgroups prepare work products in a timely manner; and~~

~~—providing direction to its Officers concerning other administrative and ministerial issues necessary for the fulfillment of the above enumerated tasks;~~

~~(b) By a unanimous vote of Coordination Committee members, the Coordination Committee shall review and approve:~~

~~—determination of Subbasin-wide Activities, which are initially described in Exhibit “D”, but may be modified by the Coordination Committee from time to time;~~

~~—submittal of annual reports;~~

~~—a representative monitoring network;~~

~~—final budgets;~~

~~—submittal of five-year updates;~~

~~—revisions to this MOA;~~

~~—adding new Parties to this MOA;~~

~~—work plans;~~

~~—annual estimates of Coordinated Plan Expenses presented by the Secretary and any updates to such estimates, in accordance with the budgetary requirements of the respective Parties; provided, that such estimates or updates with supporting documentation shall be circulated to all Parties for comment at least thirty (30) days in advance of the meeting at which the Coordination Committee will consider approval of the annual estimate;~~

~~—directing the Plan Manager in the performance of its duties under SGMA; and~~

~~—the hiring of consultants for Subbasin-wide Activities, providing direction to and supervision over consultants engaged to assist in acquiring and processing technical data, conducting monitoring and reporting, and all other activities in support of Subbasin-wide Activities.~~

~~4.7 **Coordination Committee Limitations.** When the terms of this MOA or applicable law require the approval of a GSA (such as approval of the GSP, acceptance of an annual report, or approval of a five-year update), that approval shall be required and evidenced as indicated in Article V of this MOA. The Coordination Committee is not a separate GSA and shall not be responsible for approving the GSP, any annual report, or (any five-year update thereto; each GSA retains responsibility for such approvals. The Coordination Committee may make recommendations to the Parties for approval of the GSP, an annual report, or any five-year update of the GSP.~~

~~4.8 **Subcommittees and Workgroups.** The Coordination Committee may appoint ad hoc or standing subcommittees, workgroups, or otherwise direct staff made available by the Parties. Such subcommittees or workgroups may include qualified individuals possessing the knowledge and expertise to advance the goals of the GSP on the topics being addressed by the~~

subcommittee, whether or not such individuals are GSA Representatives, GSA Group Representatives or Alternate Representatives.

4.9 Coordination Committee Meetings.

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

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

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

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

4.10 Voting by Coordination Committee.

(a) Each GSA Representative or GSA Group Representative that is a member of the Coordination Committee shall be entitled to one (1) vote at the Coordination Committee meetings. For GSAs represented by a GSA Group Representative, it shall be up to the Parties in that GSA Group to determine how the GSA Group vote will be cast. The Coordination Committee shall not be obligated to honor the vote of an individual Party and will only accept the vote of the GSA Representative or GSA Group Representative or Alternate Representative, as identified on Exhibit "B".

(b) Except as expressly set forth in Articles 4.6 above and 4.11 and 11.1 below, the vote of a majority of a quorum present at a regular or special meeting of the Coordination Committee shall be required for all other matters on which the Coordination Committee is authorized to act.

~~4.11~~ **Voting Procedures to Address Lack of Unanimity**. When it appears likely that the Coordination Committee will not be able to come to a unanimous decision of Coordination Committee members on any matter for which a unanimous decision is required, upon a majority vote of a quorum of the Coordination Committee, the matter may be subjected to any or all of the following additional procedures:

(a) ~~Straw Polls~~. Straw poll votes may be taken for the purpose of refining ideas and providing guidance to the Coordination Committee, subcommittees, or both.

(b) ~~Provisional Voting~~. Provisional votes may occur prior to final votes. This will be done when an initial vote is needed to refine a proposal, but the GSA Representatives or GSA Group Representatives wish to consult with their respective GSA or GSA Group(s) before making a final vote.

(c) ~~A vote shall be delayed if any GSA Representative or GSA Group Representative declares its intention to propose an alternative or modified recommended action, to be proposed at the next meeting, or as soon thereafter as the GSA Representative or GSA Group Representative can obtain any further information or clarifying direction from its GSA Group or governing body, or both, as needed to propose its alternative or modified recommended action.~~

(d) ~~If the process outlined in Article 4.11(a) (c) fails to result in a unanimous vote of the GSA Representatives and GSA Group Representatives, any GSA Representative or GSA Group Representative not voting in favor of the recommended action may request that the vote be delayed so that the Coordination Committee can obtain further information on the recommended action (for example, by directing a subcommittee established under this MOA); so the GSA Representative or GSA Group Representative can obtain clarifying direction from its GSA Group or governing body, or both, as needed.~~

(e) ~~Each Party acknowledges that time is of the essence with respect to SGMA compliance and GSP implementation and agrees to make its best efforts to cooperate through the Coordination Committee in coming to a unanimous vote of representatives at a regular or special meeting.~~

Article V – COST SHARING

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Article VIARTICLE IV—APPROVAL BY INDIVIDUAL PARTIES

~~6.4.1~~ Where law or this MOA require separate written approval by each of the Parties, such approval shall be evidenced in writing by providing the adopted resolution or minutes of the respective GSA's Board of Directors' meeting to the Secretary of the Coordination Committee Authority.

Article VHARTICLE V – POWERS RESERVED TO PARTIES

~~7.4.5.1~~ Nothing in this MOA shall be interpreted to deprive any Party of its right to:

- (a) Act as a GSA within its boundaries;
- (b) Exercise authorities granted to each of the Parties as a GSA under SGMA in a manner consistent with the adopted GSP;
- (c) Exercise authority to implement SGMA and any GSP adopted pursuant to this MOA consistent with the terms and conditions set forth therein; and
- (d) Defend, with legal counsel of its own choosing, any challenge to the adoption or implementation of a GSP developed pursuant to this MOA.

~~Article VIII~~ **ARTICLE VI – EXCHANGE OF DATA AND INFORMATION**

8.46.1 Exchange of Data and Information. The Parties acknowledge and recognize pursuant to this MOA that the Parties will need to exchange data and information among and between the Parties. Procedures for exchanging of such data and information are outlined in Article XI of the Delta-Mendota Subbasin GSAs Joint Powers Authority Agreement.

~~8.2~~ **Procedure for Exchange of Data and Information.**

(a) ~~The Parties shall exchange public and non-privileged information through collaboration and/or informal requests made at the Coordination Committee level or through subcommittees designated by the Coordination Committee. However, to the extent it is necessary to make a written request for information to another Party, each Party shall designate a representative to respond to information requests and provide the name and contact information of the designee to the Coordination Committee. Requests may be communicated in writing and transmitted in person or by mail, facsimile, or other electronic means to the appropriate representative as named in this MOA. The designated representative shall respond in a reasonably timely manner.~~

(b) ~~Nothing in this MOA shall be construed to prohibit any Party from voluntarily exchanging information with any other Party by any other mechanism separate from the Coordination Committee.~~

(c) ~~The Parties agree that each GSA shall provide the data required to develop the Subbasin-wide coordinated water budget.~~

(d) ~~To the extent that a court order, subpoena, or the California Public Records Act is applicable to a Party, such Party in responding to a request made pursuant to the California Public Records Act for release of information exchanged from another Party shall timely notify the Coordination Committee in writing of its proposed release of information in order to provide the other Parties with the opportunity to seek a court order preventing such release of information.~~

~~Article IX~~ **ARTICLE VII – MONITORING NETWORK**

9.47.1 In accordance with SGMA, the Parties hereby agree to coordinate the development and maintenance of a monitoring network at a Subbasin level. The Subbasin monitoring network

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description shall include monitoring objectives, protocols, and data reporting requirements specific to enumerated sustainability indicators. Each GSA is responsible for the following:

- (a) Operating and maintaining the representative monitoring network within its boundary;
- (b) Filling data gaps in its GSA on a defined schedule;
- (c) Collecting data per the approved Subbasin-wide monitoring protocol;
- (d) Considering developing and maintaining a supplementary network for collecting data in excess of the minimum need, for the purposes of supporting local management decisions (since the level of detail necessary may not be sufficient in a Subbasin level network); and
- (e) Each GSA shall have a minimum of one representative monitoring well (measuring water level and water quality) from each aquifer (above the Corcoran Clay layer – shallow aquifer, or below the Corcoran Clay layer – deep aquifer) in which it has groundwater pumping either within its GSA boundaries or within the area of influence of the pumping that is occurring, sufficient to meet the recommendations of the Subbasin-wide GSP consultant.

9-27.2 The minimum monitoring network shall be based on the evaluation performed by the Subbasin-wide GSP consultant and may change from time to time. The Subbasin-wide GSP consultant shall evaluate the monitoring network to ensure:

- (a) There is a proper spatial and temporal coverage to inform a groundwater model;
- (b) The level of monitoring is commensurate with the use in an area (e.g., limited monitoring well(s) in areas that do not pump or higher density of survey benchmarks in areas that have numerous deep wells); and
- (c) The network is balanced, so that should an exceedance occur, it is not biased or weighted as a function of a poorly distributed monitoring network.

Article XARTICLE VIII – COORDINATED DATA MANAGEMENT SYSTEM

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10-18.1 The Parties developed and currently maintain a coordinated data management system that is capable of storing and reporting information relevant to the reporting requirements and/or implementation of the GSP and monitoring network of the Subbasin. After providing the Coordination CommitteeBoard of Directors of the Authority with data from the individual GSAs, the Plan Manager will ensure the data is stored and managed in a coordinated manner throughout the Subbasin and reported to DWR annually as required.

Article XI ~~ARTICLE IX~~ – ADAPTIVE MANAGEMENT FRAMEWORK

~~11.19.1~~ The ~~Coordination Committee~~ Parties previously established an “Adaptive Management Framework” applicable to all GSAs in the Subbasin, which is attached hereto as Exhibit “C” and incorporated herein by this reference. This Adaptive Management Framework shall be further refined as part of the GSP development and implementation.

~~11.29.2~~ If and when required pursuant to Exhibit “C”, each Party to this Agreement shall participate in the procedures discussed therein without regard to whether the Party is represented by another entity on the ~~Coordination Committee~~ Authority’s Board of Directors.

~~11.39.3~~ As part of the Adaptive Management Framework, each Party commits to continue to evaluate and implement projects and management actions (“P&MAs”) within its boundaries to reach sustainability in compliance with SGMA.

Article XII ~~ARTICLE X~~ – MODIFICATION OF THIS MOA

~~12.110.1~~ **Addition of a Party.** A Party may be added to this MOA only upon the unanimous vote of ~~Coordination Committee~~ Board of Directors of the Authority members at a regular or special meeting, the Party’s execution of a counterpart of this MOA, and its provision of any additional documentation required by this MOA. No Party may be added that is not a GSA within the Subbasin or that fails to share in ~~GSP coordinated expenses~~ Coordinated Plan Expenses.

~~12.210.2~~ **Modification or Amendment of this MOA.** The Parties hereby agree that this MOA may be supplemented, amended, or modified only by a writing signed by all Parties.

~~12.310.3~~ **Amendment for Compliance with Law.** Should any provision of this MOA be determined to not be in compliance with legal requirements under circumstances where amendment of the MOA to include a provision addressing the legal requirement will cure the non-compliance, the Parties agree to promptly prepare and shall not unreasonably withhold approval of such amendment.

Article XIII ~~ARTICLE XI~~ – WITHDRAWAL, TERM, AND TERMINATION

~~13.111.1~~ **Withdrawal.** A Party may unilaterally withdraw from this MOA without causing or requiring termination of this MOA, effective upon one (1) year written notice to the Authority’s Secretary and all other Parties. The Plan Manager shall report any such withdrawal to DWR and/or the State Water Board within five (5) days of receipt of the written notice.

Any Party who withdraws shall remain obligated for ~~Coordinated Plan Expenses~~ GSP-coordinated expenses as provided in a separate ~~Cost Sharing Agreement~~. ~~If no separate Cost Sharing Agreement is then in effect or enforceable against the withdrawing Party,~~ The withdrawing Party is obligated to pay its share of all debts, liabilities, and obligations the Party incurred or accrued under the MOA prior to the effective date of such withdrawal, which is one (1) year after providing written notice to the Secretary and all other Parties, and as also may be established under its separate GSA Group agreement, as applicable, concerning such share of obligations.

Upon withdrawal, a Party agrees that it has a continuing obligation to comply with SGMA and any coordination guidelines and regulations issued by DWR, which require a coordination agreement if there are multiple groundwater sustainability plans in the Subbasin. This obligation shall survive the withdrawal from this MOA and is for the express benefit of the remaining Parties.

~~13.2 **Term; Termination of Coordination Agreement.** This MOA shall take effect on the Effective Date. Provisions requiring compliance with, and implementation of, the GSP, shall become operative and binding upon the adoption of the GSP. Unless modified as provided in Article 11.2 or terminated as provided in Article 12.3, this MOA shall continue for a term that is coterminous with the requirements of SGMA for the existence of the GSP for the Subbasin. At the time the GSP is adopted by all Parties and this MOA is operative and binding upon the Parties, the Coordination Agreement shall automatically terminate.~~

~~13.311.2 **Termination.** This MOA may be terminated or rescinded by the unanimous written consent of all Parties. Nothing in this MOA shall prevent the Parties from entering into a coordination agreement for coordination with any other subbasin.~~

~~13.411.3 **Indemnification.** No Party ~~nor SLDMWA~~, nor any director, officer or employee of a Party ~~or SLDMWA~~, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party ~~or SLDMWA~~ under or in connection with this MOA. Each Party shall fully indemnify and hold harmless each other Party ~~and SLDMWA~~ and its agents, directors, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such Party pursuant to this MOA.~~

~~Article XIV~~**ARTICLE XII – PROCEDURES FOR RESOLVING CONFLICTS**

~~14.112.1~~ In the event of any dispute arising from or relating to this MOA, ~~the procedures for resolving conflicts described in Article XIII of the Delta-Mendota Subbasin GSAs Joint Powers Authority Agreement shall control. except for disputes arising from the inability of the Coordination Committee to reach a unanimous decision, the disputing Party shall, within thirty (30) calendar days of discovery of the events giving rise to the dispute, notify all Parties to this MOA in writing of the basis for the dispute. Within thirty (30) calendar days of receipt of said notice, all interested Parties shall meet and confer in a good-faith attempt to informally resolve the dispute. All disputes that are not resolved informally shall be submitted to arbitration. Within ten (10) days following the failed informal proceedings, each interested Party shall nominate and circulate to all other interested Parties the name of one arbitrator. Within ten (10) days following the nominations, the interested Parties shall rank their top three (3) among all nominated arbitrators, awarding three points to the top choice, two points to the second choice, one point to the third choice and zero points to all others. Each interested Party shall forward its tally to the Secretary, who shall tabulate the points and notify the interested Parties of the arbitrator with the highest cumulative score, who shall be the selected arbitrator. The Secretary may also develop procedures for approval by the Parties, for selection in the case of tie votes or in order to replace the selected arbitrator in the event such arbitrator declines to act. The arbitration shall be administered in accordance with the procedures set forth in the California Code of Civil Procedure;~~

~~section 1280, et seq., and of any state or local rules then in effect for arbitration pursuant to said section. Upon completion of arbitration, if the controversy has not been resolved, any Party may exercise all rights to bring a legal action relating to the controversy.~~

Article XV ~~ARTICLE XIII~~ – GENERAL PROVISIONS

~~15.1~~13.1 **Authority of Signers.** The individuals executing this MOA represent and warrant that they have the authority to enter into this MOA and to legally bind the Party for whom they are signing to the terms and conditions of this MOA.

~~15.2~~13.2 **Governing Law.** The validity and interpretation of this MOA will be governed by the laws of the State of California without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the County of Merced, State of California.

~~15.3~~13.3 **Severability.** Except as provided for cure by amendment in Articles ~~14.0~~13.2 and ~~14.0~~13.3, if any term, provision, covenant, or condition of this MOA is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this MOA will remain in full force and effect and will not be affected, impaired, or invalidated by such a determination.

~~15.4~~13.4 **Counterparts.** This MOA may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same agreement.

~~15.5~~13.5 **Good Faith.** The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this MOA and to execute such further instruments and documents as are reasonably necessary, appropriate, expedient, or proper to carry out the intent and purposes of this MOA.

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7/10/25

Signatures on following page

DRAFT

IN WITNESS WHEREOF, the Parties have executed this MOA as of the Effective Date.

Dated: _____

Dated: _____

Dated: _____

Dated: _____

Dated: _____

Dated: _____

Dated: _____

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Dated: _____

EXECUTING NOT AS A PARTY:

Dated: _____	SAN LUIS & DELTA MENDOTA WATER AUTHORITY
	Print Name: _____
	Print Title: _____
Dated: _____	<u>ALISO WATER DISTRICT GSA</u>
	Print Name: _____
	Print Title: _____
Dated: _____	<u>CENTRAL DELTA-MENDOTA GSA</u>
	Print Name: _____
	Print Title: _____
Dated: _____	<u>CITY OF DOS PALOS GSA</u>
	Print Name: _____
	Print Title: _____
Dated: _____	<u>CITY OF FIREBAUGH GSA</u>
	Print Name: _____
	Print Title: _____
Dated: _____	<u>CITY OF GUSTINE GSA</u>
	Print Name: _____
	Print Title: _____
Dated: _____	<u>CITY OF LOS BANOS GSA</u>
	Print Name: _____
	Print Title: _____

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Dated: _____	<u>CITY OF MENDOTA GSA</u>
	Print Name: _____
	Print Title: _____
Dated: _____	<u>CITY OF NEWMAN GSA</u>
	Print Name: _____
	Print Title: _____
Dated: _____	<u>CITY OF PATTERSON GSA</u>
	Print Name: _____
	Print Title: _____
Dated: _____	<u>COUNTY OF MADERA GSA – DELTA-MENDOTA</u>
	Print Name: _____
	Print Title: _____
Dated: _____	<u>COUNTY OF MERCED DELTA-MENDOTA GSA</u>
	Print Name: _____
	Print Title: _____
Dated: _____	<u>DM II GSA</u>
	Print Name: _____
	Print Title: _____
Dated: _____	<u>FARMERS WATER DISTRICT GSA</u>
	Print Name: _____
	Print Title: _____

Dated: _____ FRESNO COUNTY MANAGEMENT AREA A
GSA

Print Name: _____
Print Title: _____

Dated: _____ FRESNO COUNTY MANAGEMENT AREA B
GSA

Print Name: _____
Print Title: _____

Dated: _____ GRASSLAND GSA

Print Name: _____
Print Title: _____

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Dated: _____ NORTHWESTERN DELTA-MENDOTA GSA

STANISLAUS COUNTY

Print Name: _____
Print Title: _____

APPROVED AS TO FORM

By: _____

MERCED COUNTY

Print Name: _____
Print Title: _____

APPROVED AS TO FORM

By: _____

Dated: _____ PATTERSON IRRIGATION DISTRICT GSA

Print Name: _____
Print Title: _____

Dated: _____ SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS WATER AUTHORITY GSA

Print Name: _____
Print Title: _____

Dated: _____ TURNER ISLAND WATER DISTRICT-2 GSA

Print Name:
Print Title:

Dated: _____ WEST STANISLAUS IRRIGATION DISTRICT
GSA

Print Name:
Print Title:

EXHIBIT "A"

Parties to the MOA

1. Aliso Water District GSA
2. Central Delta-Mendota GSA
(Includes: [County of Fresno](#), [County of Merced](#), [Eagle Field Water District](#), [Fresno Slough Water District](#), [Mercy Springs Water District](#), [Oro Loma Water District](#), [Pacheco Water District](#), [Panoche Water District](#), [San Luis Water District](#), [Santa Nella County Water District](#), [Panoche Water District](#), [Tranquillity Irrigation District](#), [Fresno Slough Water District](#), [Eagle Field Water District](#), [Pacheco Water District](#), [Santa Nella County Water District](#), [Mercy Springs Water District](#), [County of Merced](#), and [County of Fresno and Widren Water District GSA](#))
3. City of Dos Palos GSA
4. City of Firebaugh GSA
5. City of Gustine GSA
6. City of Los Banos GSA
7. City of Mendota GSA
8. City of Newman GSA
9. City of Patterson GSA
10. County of Madera—3 GSA — [Delta-Mendota](#)
11. County of Merced Delta-Mendota GSA
12. DM II GSA
13. Farmers Water District GSA
14. Fresno County Management Area A GSA
15. Fresno County Management Area B GSA
16. Grassland GSA
17. Northwestern Delta-Mendota GSA
18. [Oro Loma Water District GSA](#)
- 19-18. [Patterson Irrigation District GSA](#)

~~20.19.~~ San Joaquin River Exchange Contractors GSA
(Includes: Central California Irrigation District, San Luis Canal Company,
Firebaugh Canal Water District, and Columbia Canal Company)

~~21.20.~~ Turner Island Water District–2 GSA

~~22.~~ West Stanislaus Irrigation District GSA +

~~23.21.~~ ~~Widren Water District GSA~~

EXHIBIT B**BOARD OF DIRECTORS REPRESENTATIVES & PARTICIPATION PERCENTAGES**

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

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EXHIBIT "B"

Coordination Committee Representatives & Participation Percentages

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

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EXHIBIT “C”

ADAPTIVE MANAGEMENT FRAMEWORK FOR THE SUBBASIN

The Groundwater Sustainability Agencies (“GSAs”) in the Delta-Mendota Subbasin (the “Subbasin”) acknowledge that the Sustainable Groundwater Management Act (“SGMA”) has a long-term horizon to achieve sustainability and that management of the Subbasin will require an iterative process on the part of the GSAs and the ~~Coordination Committee~~[Board of Directors of the Authority](#) to review groundwater conditions at least annually and propose revisions to underlying data, methodologies, assumptions, sustainable management criteria, projects, management actions, and other Subbasin-wide coordinated information as necessary to meet changing conditions. Accordingly, the GSAs in the Subbasin establish the following framework for addressing MT exceedances in the SGMA implementation period, as will be further described in the adopted GSP:

1. As a Subbasin-wide Activity, the Subbasin-wide GSP Consultant shall initiate a review of Subbasin-wide data within sixty (60) days after that data is due to be submitted by each GSA (the “Review”). As reporting dates vary based upon the Sustainable Management Criteria (“SMC”), this Review will be done on a regular basis and will be a regular agenda item on the ~~Coordination Committee~~[Authority’s Board of Directors](#) agendas.

2. The Review shall take into account all matters to be considered in the Annual Report pursuant to the DWR Regulations, section 356.2, including, but not limited to, changes in groundwater elevation, groundwater storage, subsidence, water quality and the status of minimum thresholds (“MTs”) and interim milestones in the Subbasin GSP.

3. Should GSA activities result in either a) a pattern of data showing a downward trend (towards a MT exceedance), or b) a MT exceedance, the ~~Coordination Committee~~[Authority](#) (at the recommendation of the Plan Manager, a designated subcommittee, or the Subbasin-wide GSP Consultant) shall immediately notify the GSA and add the downward trend or exceedance information to the next ~~Coordination Committee~~[Authority’s Board of Directors](#) agenda packet. That GSA shall also be provided with a checklist to help evaluate possible causes of the MT downward trend or exceedance.

4. The GSA may request the Subbasin-wide GSP Consultant to coordinate such trend or exceedance information with that GSA’s own consultant, as applicable. Within thirty (30) days of said notice, the GSA shall present a plan of action to the ~~Coordination Committee~~[Board of Directors of the Authority](#) to address how the GSA will mitigate any downward trend or exceedance and in what timeframe. The intent is for the ~~Coordination Committee~~[Board of Directors of the Authority](#) to discuss the mitigation plan in an effort to provide helpful ideas to the GSA. However, the GSA is solely responsible for the management actions within its boundaries and the costs to remedy the cause of the MT exceedance if it is attributed to activities occurring within such GSA’s jurisdictional boundaries and/or that GSA is not operating within its Sustainable Yield (the “Responsible GSA”). At its sole cost and expense, the Responsible GSA may ask the Subbasin-wide GSP Consultant to further determine: (a) what caused the exceedance; (b) whether or not the Responsible GSA has control over the cause of the MT downward trend or

exceedance; (c) whether it is an intra-basin impact from another GSA or an inter-basin impact by a neighboring subbasin; and (d) whether or not the MT exceedance caused injury.

5. If there is a determination by the Subbasin-wide GSP Consultant that any MT downward trend or exceedance was caused by intra-basin impacts from another GSA within the Subbasin, such determination will be brought back to the ~~Coordination Committee~~Authority's Board of Directors for further discussion and potential Subbasin-wide action. The ~~Coordination Committee~~Authority's Board of Directors will work with other GSAs to increase existing GSA coordination to remedy the issues causing the downward trend or exceedance and to remedy the responsibility of costs associated with identifying and mitigating the exceedance.

6. If there is a determination that any MT exceedance was caused by a neighboring subbasin, this should be brought back to the ~~Coordination Committee~~Board of Directors of the Authority for further discussion and potential Subbasin-wide action. Costs for initial investigation by the Subbasin-wide GSP Consultant of a MT downward trend or exceedance across Subbasin boundary lines (such as water quality issues, subsidence, or depletion of interconnected surface waters) shall be shared ~~amongst the Coordination Committee equally between Coordination Committee members~~pursuant to the Participation Percentages of the Authority (i.e. 1/7th each). The ~~Coordination Committee~~Authority's Board of Directors will work with other subbasins to expand existing inter-basin coordination to remedy the issues causing the downward trends or exceedances.

7. In the event that the GSA is unable to mitigate or avoid future MT exceedances with its existing projects and management actions ("P&MAs") and within the timeframe presented to the ~~Coordination Committee~~Authority's Board of Directors, the GSA may seek assistance from the ~~Coordination Committee~~Authority. The ~~Coordination Committee~~Board of Directors of the Authority may recommend policies or programs to the GSA that the GSA could, in its discretion, adopt to remedy the existence of a MT exceedance and to avoid undesirable results. Furthermore, the ~~Coordination Committee~~Board of Directors of the Authority may consider setting triggers in the GSP for GSAs to implement management actions [e.g., sequencing P&MAs] or work on alternative options.

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7/10/25

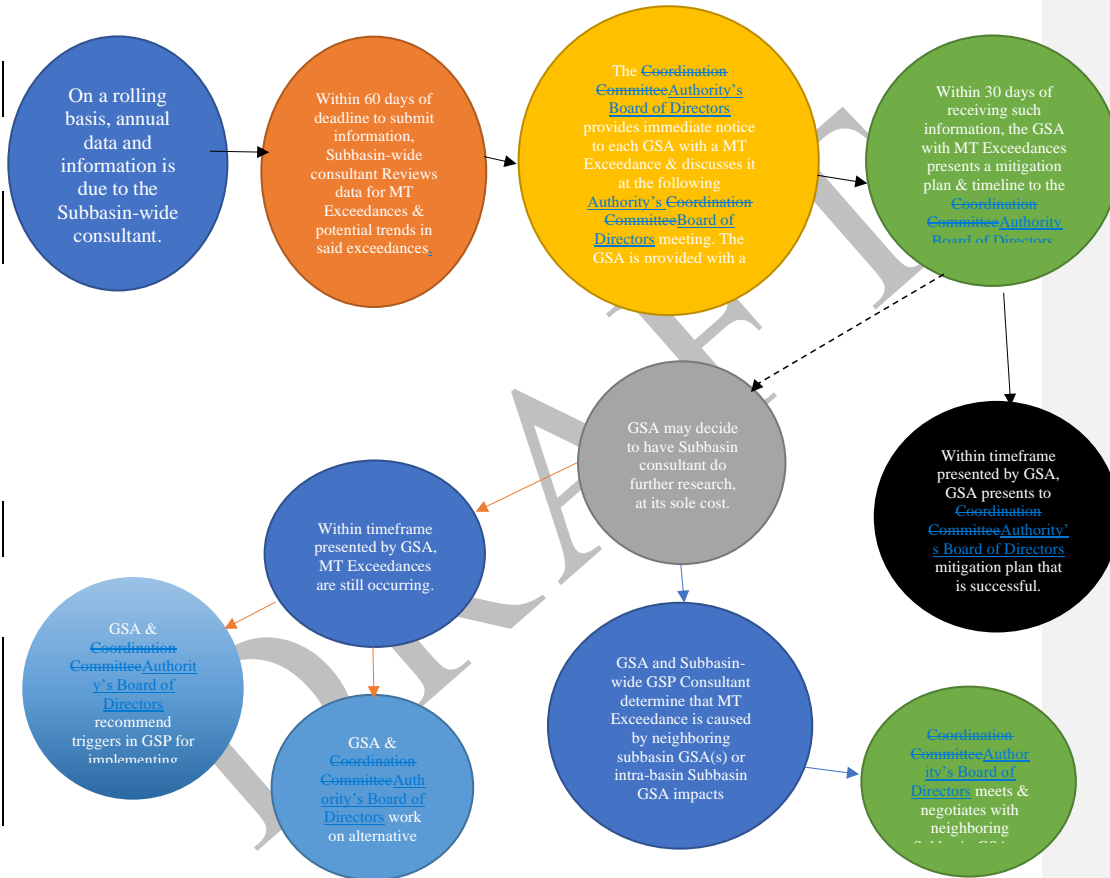


EXHIBIT “D”**SUBBASIN-WIDE ACTIVITIES****(Initial List)**

- Preparation of and submittal of annual reports
- Preparation of annual estimates of Coordinated Plan Expenses presented by the Secretary and any updates to such estimates, in accordance with the budgetary requirements of the respective Parties
- Plan Manager costs and expenses for the work directed by the [Coordination Committee Authority’s Board of Directors](#)
- Subbasin-wide Consultant costs and expenses, including, but not limited to, collecting information from the Subbasin GSAs, processing technical data, and those identified in Exhibit “C” for the Adaptive Management Framework for the Subbasin
- Preparation of and submittal of five-year updates to the GSP
- Revisions to this MOA
- Subbasin-wide outreach
- Litigation costs for an attorney coordinating the GSAs for litigation filed against the entire Subbasin
- Costs for initial investigation by the Subbasin-wide GSP Consultant of a MT downward trend or MT exceedance across Subbasin boundary lines

**REVISED AND RESTATED
MEMORANDUM OF AGREEMENT
AMONG THE DELTA-MENDOTA SUBBASIN
GROUNDWATER SUSTAINABILITY AGENCIES**

THIS REVISED AND RESTATED MEMORANDUM OF AGREEMENT (this “**MOA**”) is entered into and shall be effective as of March 1, 2026 (the “**Effective Date**”), by and among the groundwater sustainability agencies within the Delta-Mendota Subbasin listed in Exhibit “A” (each a “**Party**” and collectively the “**Parties**”) and is made with reference to the following facts:

RECITALS

A. On September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (“**SGMA**”).

B. SGMA requires all groundwater subbasins designated as high- or medium-priority by the California Department of Water Resources (“**DWR**”) to manage groundwater in a sustainable manner.

C. The Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin (“**Subbasin**”), has been designated as a high-priority, critically overdrafted basin by DWR.

D. The Subbasin includes multiple groundwater sustainability agencies (each a “**GSA**” and collectively, the “**GSAs**”) that initially managed the Subbasin through the development and implementation of six different groundwater sustainability plans.

E. Pursuant to the requirements of SGMA (Wat. Code §§ 10720, *et seq.*) and DWR’s SGMA regulations (23 Cal. Code Regs., §§ 350, *et seq.*), and in recognition of the need to sustainably manage the groundwater within the Subbasin, the Parties entered into that certain Delta-Mendota Subbasin Coordination Agreement effective December 12, 2018 (“**Coordination Agreement**”), to outline the Parties’ obligations and responsibilities regarding SGMA coordination in the Subbasin among the multiple GSAs and multiple groundwater sustainability plans.

F. In 2024, the Parties adopted a single groundwater sustainability plan (“**GSP**”) to cover the entire Subbasin to comply with SGMA.

G. If there is only one GSP for the Subbasin, then the GSAs no longer need the Coordination Agreement, as defined by SGMA.

H. As part of the development of a single GSP, the Parties adopted a Memorandum of Agreement Among the Delta-Mendota Subbasin Groundwater Sustainability Agencies and San Luis & Delta-Mendota Water Authority, effective September 12, 2024 (the “**Original MOA**”).

I. Through the Original MOA, the GSAs desired to coordinate the work and management of the Subbasin and clarify responsibilities of the respective GSAs, in accordance with SGMA, and develop a “Coordination Committee” to assist with said efforts.

J. As of December 1, 2025, the Parties entered into that certain “Delta-Mendota Subbasin GSAs Joint Powers Authority Agreement” to create a separate entity known as the Delta-Mendota Subbasin GSAs Joint Powers Authority (the “Authority”).

K. The responsibilities of the Coordination Committee created by the Original MOA have been superseded by the Board of Directors of the Authority, rendering the Coordination Committee unnecessary.

L. With the creation of the Authority, the San Luis & Delta-Mendota Water Authority is no longer involved in the coordination of the GSAs in the Subbasin and is therefore no longer a signatory to this MOA.

M. The Parties desire to revise and restate the Original MOA as outlined in this MOA and it is the intent of the Parties that this MOA supersede and replace the Original MOA.

NOW, THEREFORE, in consideration of the Recitals, which are deemed true and correct and incorporated herein, and of the covenants, terms and conditions set forth herein, the Parties hereto agree as follows:

ARTICLE I– DEFINITIONS

1.1 **“Authority”** shall mean the Delta-Mendota Subbasin GSAs Joint Powers Authority.

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

1.3 **“DWR”** shall mean the California Department of Water Resources.

1.4 **“Effective Date”** shall be March 1, 2026.

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

1.6 **“GSP”** shall mean the single Delta-Mendota Subbasin Groundwater Sustainability Plan.

1.7 **“MOA”** shall mean this Revised and Restated Memorandum of Agreement by and among the Parties.

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

1.9 **“Party” or “Parties”** shall mean a GSA or in the plural, two or more GSAs within the Subbasin, who are signatories to this MOA.

1.10 **“Plan Manager”** shall mean an entity or individual, appointed at the pleasure of the Board of Directors of the Authority to perform the role of the Plan Manager and to serve as the point of contact to DWR and/or the State Water Board.

1.11 **“SGMA”** shall mean the Sustainable Groundwater Management Act, as amended from time to time, commencing at Water Code section 10720, together with its implementing regulations applicable to groundwater sustainability plans, set forth at California Code of Regulations, Title 23, Division 2, Chapter 1.5, Subchapter 2.

1.12 **“SGMA Definitions”** shall mean those SGMA-specific definitions provided by statute or regulation; in the event of any inconsistency between a term defined in this MOA and a SGMA-specific definition, the definition contained in this MOA shall prevail.

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

1.14 **“Subbasin”** shall mean the Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin.

1.15 **“Subbasin-wide Activities”** shall mean those activities or actions that affect the Subbasin as a whole or are otherwise required by SGMA to be determined at the Subbasin level and as defined by a unanimous vote of the Board of Directors of the Authority. An initial list of Subbasin-wide Activities is identified in Exhibit “D”.

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

ARTICLE II– PURPOSE & KEY PRINCIPLES

2.1 **Purpose.** The Parties shall continue to work together in mutual cooperation to implement and update the GSP in compliance with SGMA, for the sustainable management of the Subbasin. Each Party hereto shall implement the terms and conditions of the GSP within their respective GSA territories.

2.2 **Collaboration.** The Parties intend to mutually cooperate to implement the GSP within their respective GSA territories.

2.3 **Each Party’s Rights.** This MOA shall not limit or interfere with any Party’s rights or authorities over its own internal matters, including, but not limited to, a Party’s legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, billing and collection

procedures, GSA powers and implementation or exercise of such powers, operations, and water management and water supply matters. Nothing in this MOA is intended to modify or limit a Party's police powers, land use authorities, or any other authority, including the authority to pursue a comprehensive groundwater adjudication or other alternative SGMA compliance strategy, should the Party deem it to be in its best interest to do so.

2.4 **Management and GSP Implementation.** It is the responsibility and obligation of each Party to this MOA, and any applicable separate agreements, to manage its own GSA and implement the GSP within its GSA's boundaries. It is further the responsibility and obligation of each Party to pay its proportionate share of the Participation Percentage and other payments required as part of implementation of SGMA Subbasin-wide Activities, as may arise from time to time.

ARTICLE III – JOINT POWERS AUTHORITY

3.1 **Delta-Mendota Subbasin GSAs Joint Powers Authority.** The Parties entered into that certain Delta-Mendota Subbasin GSAs Joint Powers Authority Agreement effective December 1, 2025, to form the Delta-Mendota Subbasin GSAs Joint Powers Authority (the "Authority"). The Board of Directors of the Authority superseded and replaced the Coordination Committee identified in the Original MOA. All of the Parties to this MOA are Members of the Authority.

ARTICLE IV – APPROVAL BY INDIVIDUAL PARTIES

4.1 Where law or this MOA require separate written approval by each of the Parties, such approval shall be evidenced in writing by providing the adopted resolution or minutes of the respective GSA's Board of Directors' meeting to the Secretary of the Authority.

ARTICLE V – POWERS RESERVED TO PARTIES

5.1 Nothing in this MOA shall be interpreted to deprive any Party of its right to:

- (a) Act as a GSA within its boundaries;
- (b) Exercise authorities granted to each of the Parties as a GSA under SGMA in a manner consistent with the adopted GSP;
- (c) Exercise authority to implement SGMA and any GSP adopted pursuant to this MOA consistent with the terms and conditions set forth therein; and
- (d) Defend, with legal counsel of its own choosing, any challenge to the adoption or implementation of a GSP developed pursuant to this MOA.

ARTICLE VI – EXCHANGE OF DATA AND INFORMATION

6.1 **Exchange of Data and Information.** The Parties acknowledge and recognize pursuant to this MOA that the Parties will need to exchange data and information among and

between the Parties. Procedures for exchanging of such data and information are outlined in Article XI of the Delta-Mendota Subbasin GSAs Joint Powers Authority Agreement.

ARTICLE VII – MONITORING NETWORK

7.1 In accordance with SGMA, the Parties hereby agree to coordinate the development and maintenance of a monitoring network at a Subbasin level. The Subbasin monitoring network description shall include monitoring objectives, protocols, and data reporting requirements specific to enumerated sustainability indicators. Each GSA is responsible for the following:

- (a) Operating and maintaining the representative monitoring network within its boundary;
- (b) Filling data gaps in its GSA on a defined schedule;
- (c) Collecting data per the approved Subbasin-wide monitoring protocol;
- (d) Considering developing and maintaining a supplementary network for collecting data in excess of the minimum need, for the purposes of supporting local management decisions (since the level of detail necessary may not be sufficient in a Subbasin level network); and
- (e) Each GSA shall have a minimum of one representative monitoring well (measuring water level and water quality) from each aquifer (above the Corcoran Clay layer – shallow aquifer, or below the Corcoran Clay layer – deep aquifer) in which it has groundwater pumping either within its GSA boundaries or within the area of influence of the pumping that is occurring, sufficient to meet the recommendations of the Subbasin-wide GSP consultant.

7.2 The minimum monitoring network shall be based on the evaluation performed by the Subbasin-wide GSP consultant and may change from time to time. The Subbasin-wide GSP consultant shall evaluate the monitoring network to ensure:

- (a) There is a proper spatial and temporal coverage to inform a groundwater model;
- (b) The level of monitoring is commensurate with the use in an area (e.g., limited monitoring well(s) in areas that do not pump or higher density of survey benchmarks in areas that have numerous deep wells); and
- (c) The network is balanced, so that should an exceedance occur, it is not biased or weighted as a function of a poorly distributed monitoring network.

ARTICLE VIII – COORDINATED DATA MANAGEMENT SYSTEM

8.1 The Parties developed and currently maintain a coordinated data management system that is capable of storing and reporting information relevant to the reporting requirements and/or implementation of the GSP and monitoring network of the Subbasin. After providing the

Board of Directors of the Authority with data from the individual GSAs, the Plan Manager will ensure the data is stored and managed in a coordinated manner throughout the Subbasin and reported to DWR annually as required.

ARTICLE IX – ADAPTIVE MANAGEMENT FRAMEWORK

9.1 The Parties previously established an “Adaptive Management Framework” applicable to all GSAs in the Subbasin, which is attached hereto as Exhibit “C” and incorporated herein by this reference. This Adaptive Management Framework shall be further refined as part of the GSP development and implementation.

9.2 If and when required pursuant to Exhibit “C”, each Party to this Agreement shall participate in the procedures discussed therein without regard to whether the Party is represented by another entity on the Authority’s Board of Directors.

9.3 As part of the Adaptive Management Framework, each Party commits to continue to evaluate and implement projects and management actions (“**P&MAs**”) within its boundaries to reach sustainability in compliance with SGMA.

ARTICLE X – MODIFICATION OF THIS MOA

10.1 **Addition of a Party.** A Party may be added to this MOA only upon the unanimous vote of Board of Directors of the Authority at a regular or special meeting, the Party’s execution of a counterpart of this MOA, and its provision of any additional documentation required by this MOA. No Party may be added that is not a GSA within the Subbasin or that fails to share in Coordinated Plan Expenses.

10.2 **Modification or Amendment of this MOA.** The Parties hereby agree that this MOA may be supplemented, amended, or modified only by a writing signed by all Parties.

10.3 **Amendment for Compliance with Law.** Should any provision of this MOA be determined to not be in compliance with legal requirements under circumstances where amendment of the MOA to include a provision addressing the legal requirement will cure the non-compliance, the Parties agree to promptly prepare and shall not unreasonably withhold approval of such amendment.

ARTICLE XI – WITHDRAWAL, TERM, AND TERMINATION

11.1 **Withdrawal.** A Party may unilaterally withdraw from this MOA without causing or requiring termination of this MOA, effective upon one (1) year written notice to the Authority’s Secretary and all other Parties. The Plan Manager shall report any such withdrawal to DWR and/or the State Water Board within five (5) days of receipt of the written notice.

Any Party who withdraws shall remain obligated for Coordinated Plan Expenses. The withdrawing Party is obligated to pay its share of all debts, liabilities, and obligations the Party incurred or accrued under the MOA prior to the effective date of such withdrawal, which is one (1) year after providing written notice to the Secretary and all other Parties, and as also may be

established under its separate GSA Group agreement, as applicable, concerning such share of obligations.

Upon withdrawal, a Party agrees that it has a continuing obligation to comply with SGMA and any coordination guidelines and regulations issued by DWR, which require a coordination agreement if there are multiple groundwater sustainability plans in the Subbasin. This obligation shall survive the withdrawal from this MOA and is for the express benefit of the remaining Parties.

11.2 **Termination**. This MOA may be terminated or rescinded by the unanimous written consent of all Parties. Nothing in this MOA shall prevent the Parties from entering into a coordination agreement for coordination with any other subbasin.

11.3 **Indemnification**. No Party, nor any director, officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOA. Each Party shall fully indemnify and hold harmless each other Party and its agents, directors, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such Party pursuant to this MOA.

ARTICLE XII – PROCEDURES FOR RESOLVING CONFLICTS

12.1 In the event of any dispute arising from or relating to this MOA, the procedures for resolving conflicts described in Article XIII of the Delta-Mendota Subbasin GSAs Joint Powers Authority Agreement shall control.

ARTICLE XIII – GENERAL PROVISIONS

13.1 **Authority of Signers**. The individuals executing this MOA represent and warrant that they have the authority to enter into this MOA and to legally bind the Party for whom they are signing to the terms and conditions of this MOA.

13.2 **Governing Law**. The validity and interpretation of this MOA will be governed by the laws of the State of California without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the County of Merced, State of California.

13.3 **Severability**. Except as provided for cure by amendment in Articles 10.2 and 10.3, if any term, provision, covenant, or condition of this MOA is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this MOA will remain in full force and effect and will not be affected, impaired, or invalidated by such a determination.

13.4 **Counterparts**. This MOA may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same agreement.

13.5 **Good Faith**. The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this MOA and to execute such further instruments and

documents as are reasonably necessary, appropriate, expedient, or proper to carry out the intent and purposes of this MOA.

Signatures on following page

IN WITNESS WHEREOF, the Parties have executed this MOA as of the Effective Date.

Dated: _____ ALISO WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____ CENTRAL DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____ CITY OF DOS PALOS GSA

Print Name: _____

Print Title: _____

Dated: _____ CITY OF FIREBAUGH GSA

Print Name: _____

Print Title: _____

Dated: _____ CITY OF GUSTINE GSA

Print Name: _____

Print Title: _____

Dated: _____ CITY OF LOS BANOS GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF NEWMAN GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF PATTERSON GSA

Print Name: _____

Print Title: _____

Dated: _____

COUNTY OF MADERA GSA – DELTA-
MENDOTA

Print Name: _____

Print Title: _____

Dated: _____

COUNTY OF MERCED DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

DM II GSA

Print Name: _____

Print Title: _____

Dated: _____

FARMERS WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

FRESNO COUNTY MANAGEMENT AREA A
GSA

Print Name: _____

Print Title: _____

Dated: _____

FRESNO COUNTY MANAGEMENT AREA B
GSA

Print Name: _____

Print Title: _____

Dated: _____

GRASSLAND GSA

Print Name: _____

Print Title: _____

Dated: _____

NORTHWESTERN DELTA-MENDOTA GSA

STANISLAUS COUNTY

Print Name: _____

Print Title: _____

APPROVED AS TO FORM

By: _____

MERCED COUNTY

Print Name: _____

Print Title: _____

APPROVED AS TO FORM

By: _____

Dated: _____

PATTERSON IRRIGATION DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS WATER AUTHORITY GSA

Print Name: _____

Print Title: _____

Dated: _____

TURNER ISLAND WATER DISTRICT-2 GSA

Print Name: _____

Print Title: _____

Dated: _____

WEST STANISLAUS IRRIGATION DISTRICT
GSA

Print Name: _____

Print Title: _____

EXHIBIT “A”

Parties to the MOA

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

20. Turner Island Water District–2 GSA
21. West Stanislaus Irrigation District GSA

EXHIBIT B

BOARD OF DIRECTORS REPRESENTATIVES & PARTICIPATION PERCENTAGES

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

EXHIBIT “C”

ADAPTIVE MANAGEMENT FRAMEWORK FOR THE SUBBASIN

The Groundwater Sustainability Agencies (“GSAs”) in the Delta-Mendota Subbasin (the “Subbasin”) acknowledge that the Sustainable Groundwater Management Act (“SGMA”) has a long-term horizon to achieve sustainability and that management of the Subbasin will require an iterative process on the part of the GSAs and the Board of Directors of the Authority to review groundwater conditions at least annually and propose revisions to underlying data, methodologies, assumptions, sustainable management criteria, projects, management actions, and other Subbasin-wide coordinated information as necessary to meet changing conditions. Accordingly, the GSAs in the Subbasin establish the following framework for addressing MT exceedances in the SGMA implementation period, as will be further described in the adopted GSP:

1. As a Subbasin-wide Activity, the Subbasin-wide GSP Consultant shall initiate a review of Subbasin-wide data within sixty (60) days after that data is due to be submitted by each GSA (the “Review”). As reporting dates vary based upon the Sustainable Management Criteria (“SMC”), this Review will be done on a regular basis and will be a regular agenda item on the Authority’s Board of Directors agenda.

2. The Review shall take into account all matters to be considered in the Annual Report pursuant to the DWR Regulations, section 356.2, including, but not limited to, changes in groundwater elevation, groundwater storage, subsidence, water quality and the status of minimum thresholds (“MTs”) and interim milestones in the Subbasin GSP.

3. Should GSA activities result in either a) a pattern of data showing a downward trend (towards a MT exceedance), or b) a MT exceedance, the Authority (at the recommendation of the Plan Manager, a designated subcommittee, or the Subbasin-wide GSP Consultant) shall immediately notify the GSA and add the downward trend or exceedance information to the next Authority’s Board of Directors agenda packet. That GSA shall also be provided with a checklist to help evaluate possible causes of the MT downward trend or exceedance.

4. The GSA may request the Subbasin-wide GSP Consultant to coordinate such trend or exceedance information with that GSA’s own consultant, as applicable. Within thirty (30) days of said notice, the GSA shall present a plan of action to the Board of Directors of the Authority to address how the GSA will mitigate any downward trend or exceedance and in what timeframe. The intent is for the Board of Directors of the Authority to discuss the mitigation plan in an effort to provide helpful ideas to the GSA. However, the GSA is solely responsible for the management actions within its boundaries and the costs to remedy the cause of the MT exceedance if it is attributed to activities occurring within such GSA’s jurisdictional boundaries and/or that GSA is not operating within its Sustainable Yield (the “Responsible GSA”). At its sole cost and expense, the Responsible GSA may ask the Subbasin-wide GSP Consultant to further determine: (a) what caused the exceedance; (b) whether or not the Responsible GSA has control over the cause of the MT downward trend or exceedance; (c) whether it is an intra-basin impact from another GSA or an inter-basin impact by a neighboring subbasin; and (d) whether or not the MT exceedance caused injury.

5. If there is a determination by the Subbasin-wide GSP Consultant that any MT downward trend or exceedance was caused by intra-basin impacts from another GSA within the Subbasin, such determination will be brought back to the Authority's Board of Directors for further discussion and potential Subbasin-wide action. The Authority's Board of Directors will work with other GSAs to increase existing GSA coordination to remedy the issues causing the downward trend or exceedance and to remedy the responsibility of costs associated with identifying and mitigating the exceedance.

6. If there is a determination that any MT exceedance was caused by a neighboring subbasin, this should be brought back to the Board of Directors of the Authority for further discussion and potential Subbasin-wide action. Costs for initial investigation by the Subbasin-wide GSP Consultant of a MT downward trend or exceedance across Subbasin boundary lines (such as water quality issues, subsidence, or depletion of interconnected surface waters) shall be shared pursuant to the Participation Percentages of the Authority (i.e. 1/7th each). The Authority's Board of Directors will work with other subbasins to expand existing inter-basin coordination to remedy the issues causing the downward trends or exceedances.

7. In the event that the GSA is unable to mitigate or avoid future MT exceedances with its existing projects and management actions ("P&MAs") and within the timeframe presented to the Authority's Board of Directors, the GSA may seek assistance from the Authority. The Board of Directors of the Authority may recommend policies or programs to the GSA that the GSA could, in its discretion, adopt to remedy the existence of a MT exceedance and to avoid undesirable results. Furthermore, the Board of Directors of the Authority may consider setting triggers in the GSP for GSAs to implement management actions [e.g., sequencing P&MAs] or work on alternative options.



EXHIBIT “D”

SUBBASIN-WIDE ACTIVITIES

(Initial List)

- Preparation of and submittal of annual reports
- Preparation of annual estimates of Coordinated Plan Expenses presented by the Secretary and any updates to such estimates, in accordance with the budgetary requirements of the respective Parties
- Plan Manager costs and expenses for the work directed by the Authority’s Board of Directors
- Subbasin-wide Consultant costs and expenses, including, but not limited to, collecting information from the Subbasin GSAs, processing technical data, and those identified in Exhibit “C” for the Adaptive Management Framework for the Subbasin
- Preparation of and submittal of five-year updates to the GSP
- Revisions to this MOA
- Subbasin-wide outreach
- Litigation costs for an attorney coordinating the GSAs for litigation filed against the entire Subbasin
- Costs for initial investigation by the Subbasin-wide GSP Consultant of a MT downward trend or MT exceedance across Subbasin boundary lines

TO: Board of Directors
Agenda Item No. 15

FROM: Taylor Blakslee, Hallmark Group

DATE: February 4, 2026

SUBJECT: Review and Consider Initial Approval of the Draft Conflict of Interest Code

Recommendation

Review and consider approval of the draft conflict of interest code.

Discussion

Pursuant to Government code Section 81008, individuals holding designated positions of the Delta-Mendota Subbasin GSAs Joint Powers Authority shall file their statement of economic interests with the Authority, which will retain the statements and make the statements available for public inspection and reproduction. Those officials who are managing financial interests (including all of the Board members) shall file electronically with the FPPC.

The draft Conflicts of Interest Code for the Delta-Mendota Subbasin GSAs Joint Powers Authority is provided as **Attachment 1** for Board consideration of initial approval, which will need to be reviewed every two years.

**CONFLICT OF INTEREST CODE FOR
DELTA-MENDOTA SUBBASIN GSAS JOINT POWERS AUTHORITY**

The Political Reform Act (Government Code Section 81000, *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) that contains the terms of a standard conflict of interest code and may be incorporated by reference in an agency's Conflict of Interest Code. After public notice and hearing, the standard Conflict of Interest Code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices designating positions and establishing disclosure requirements shall constitute the conflict of interest code of the Delta-Mendota Subbasin GSAs Joint Powers Authority (the “**Authority**”).

Individuals holding designated positions shall file their statement of economic interests with the Authority, which will retain the statements and make the statements available for public inspection and reproduction. (Gov. Code Section 81008.) The Authority shall retain all original statements at its office.

**CONFLICT OF INTEREST CODE FOR
DELTA-MENDOTA SUBBASIN GSAS JOINT POWERS AUTHORITY
APPENDIX A
DESIGNATED POSITIONS**

Designated Positions

Disclosure Categories

- | | |
|-----------------------------|---|
| • Legal Counsel | 1 |
| • Consultants/New Positions | * |

Note: The position of Legal Counsel is filled by an outside consultant, but acts in a staff capacity for the Authority.

* Consultants/new positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure requirements in this Code subject to the following limitation:

The Chair of the Authority's Board of Directors may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chair's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Gov. Code Sec. 81008.)

Officials Who Manage Public Investments

The following positions are not covered by the Code because they must file under Government Code Section 87200 and, therefore, are listed for informational purposes only:

Board Members
Treasurer

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

**APPENDIX B
DISCLOSURE CATEGORIES**

Disclosure Category 1: All investments, business positions in business entities and sources of income (including receipt of gifts, loans and travel payments). Real property located within the jurisdiction, as well as real property within two miles of the real property owned or used by the Authority.

Disclosure Category 2: Investments and business positions in business entities and sources of income (including receipt of gifts, loans and travel payments) if the business entity or source

provides leased facilities, products, equipment, vehicles, machinery or services (including training or consulting services) of the type utilized by the Authority.

Disclosure Category 3: Investments and business positions in business entities and sources of income (including receipt of gifts, loans and travel payments) if the business entity or source is of the type to receive grants or other funding from or through the Authority.

Disclosure Category 4: Investments and business positions in business entities and sources of income (including receipt of gifts, loans and travel payments) if the business entity or source is subject to the Authority's regulatory authority.

TO: Board of Directors
Agenda Item No. 16

FROM: Taylor Blakslee, Hallmark Group

DATE: February 4, 2026

SUBJECT: Selection and Approval of the Delta-Mendota Subbasin GSAs JPA Mailing Address

Recommendation

Board feedback requested on the Delta-Mendota Subbasin GSAs JPA Mailing Address.

Discussion

As the Delta-Mendota Subbasin GSAs Joint Powers Authority is established, the use of the San Luis & Delta-Mendota Water Authority address is no longer the most appropriate option for receiving mail. Therefore, staff seeks feedback from the Board to establish a mailing address of the DM Authority.

Some considerations for selecting the mailing address include:

- Receiving potentially sensitive information regarding water use, land use, etc.
- Responsible for maintaining records.

Staff recommends the Board review and consider approval of one of the following options for the DM Authority mailing address:

1. Office of Baker Manock & Jensen, 5260 N. Palm Ave., Suite 201, Fresno, CA 93704
2. Office of Hallmark Group, 500 Capitol Mall, Suite 2350, Sacramento CA 95814
3. Office of a centrally-located GSA of the DM Authority.

TO: Board of Directors
Agenda Item No. 17

FROM: Taylor Blakslee, Hallmark Group

DATE: February 4, 2026

SUBJECT: Approval of the 2026 JPA Board Meeting Schedule and Location

Recommendation

Approve the 2026 Delta-Mendota Subbasin Groundwater Sustainability Agency Joint Powers Authority (DM Authority) Board of Directors meeting schedule. Board direction on the JPA Board meeting location.

Discussion

The proposed Delta-Mendota Subbasin Groundwater Sustainability Agency Joint Powers Authority Board of Directors meeting calendar for 2026 is provided as **Attachment 1** for consideration of approval. Staff recommends the Board maintains the same meeting frequency as the DM Coordination Committee (every second Monday of the month at 1 p.m. PST.)

Staff is seeking feedback on the May and October Board meeting dates, as the May 11th date conflicts with the San Luis-Delta Mendota Water Authority Board meeting and the October 12th date falls on a federal holiday.

Regarding location of the JPA Board meetings, staff seeks Board direction on the DM Authority Board meeting location. Based on technical capacity, reliability, and access, staff has developed a list of potential meeting locations below:

1. Office of a centrally-located GSA of the DM Authority
2. Office of Grassland GSA, 200 W Willmott Ave, Los Banos, CA 93635
3. Office of the San Luis Water District, 1015 6th St, Los Banos, CA 93635

Attachment 1

Delta-Mendota Subbasin Groundwater Sustainability Agency Joint Powers Authority Board of Directors 2026 Meeting Calendar

 BOD

 BOD / Coordination

 Holiday

January						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

TO: Board of Directors
Agenda Item No. 18

FROM: Taylor Blakslee, Hallmark Group

DATE: February 4, 2026

SUBJECT: Review and Consider Approval of Insurance Coverage for the JPA

Recommendation

Board direction on insurance coverage and firms.

Discussion

Staff plans to obtain quotes for 1) Directors and Officers (D&O), and 2) General Liability insurance for the newly formed Delta-Mendota Subbasin GSAs Joint Powers Authority from the below firms.

- ACWA JPIA
- Alliant Insurance Services
- CSDA
- Fallgatter Rhodes
- Stocking & Cozzi

Does the Board have any feedback on the type of insurance being secured or the firms being solicited?

TO: Board of Directors
Agenda Item No. 19

FROM: Taylor Blakslee, Hallmark Group

DATE: February 4, 2026

SUBJECT: Discuss and Take Appropriate Action on Authorizing Updates to the Website and Domain Name, an Email System, and Logo

Recommendation

Discuss and take appropriate action to authorize updates to the DM Subbasin website, domain name, email system, and logo.

Discussion

Website

The Delta-Mendota Subbasin Groundwater Sustainability Agency Joint Powers Authority is required to maintain a website that complies with public agency law requirements.

In December of 2024, legal counsel submitted a memo to the San Luis & Delta-Mendota Water Authority, outlining the requirements for the Coordination, Northern and Central websites (provided as **Attachment 1**). In the Fall of 2025, as the DM Coordination Committee began to form the JPA, staff worked with legal counsel to identify improvements and updates to the website to meet Substantive Posting Requirements outlined in Exhibit A of the memo. These include updating GSA representative contact information, listing the Board of Directors and Alternates (in compliance with AB 293), and providing an Enterprise Catalog in accordance with SB 272.

Since the Delta-Mendota Subbasin GSAs Joint Powers Authority (DM Authority) formed, the subbasin website needs to be updated to reflect the new DM Authority and make improvements to the accessibility of information. Additionally, staff recommend revisions be made to the structure of the website moving from Groundwater Sustainability Plan (GSP) development to implementation.

Staff recommend working with an ad hoc committee and the outreach consultant to update the website to ensure it meets the DM Authority's needs. A preliminary outline of the proposed website structure is included as **Attachment 2** as a reference.

Domain Name/Email

The subbasin currently uses "deltamendota.org" as its domain as procured by the San Luis Delta-Mendota Water Authority (SLDMWA). SLDMWA staff is willing to transfer this domain, and staff recommends its continued use. Staff also recommend establishing a generic subbasin email address that

can be included on the website or documents that can be monitored/managed by staff and/or forwarded to specific individuals.

Logo

Does the Board want staff to work on the development of a logo for the DM Authority or continue to use the existing logo?

The logo for Delta-Mendota SGMA is displayed in blue text on a light gray background. The text is arranged in three lines: "DELTA -" on the top line, "MENDOTA" on the middle line, and "SGMA" on the bottom line. A horizontal line is positioned between "DELTA -" and "MENDOTA".



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MEMORANDUM

ATTORNEY WORK-PRODUCT
PRIVILEGED AND CONFIDENTIAL

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

FROM: Lauren D. Layne
Jessica S. Johnson
Fernando A. Almaraz

DATE: December 11, 2024

RE: Delta-Mendota Subbasin SGMA Website Compliance Requirements

This memorandum is intended to provide an overview of applicable website legal requirements for the Delta-Mendota (“DM”) Subbasin Sustainable Groundwater Management Act (“SGMA”) entities. Specifically, the San Luis & Delta-Mendota Water Authority (“SLDMWA”) would like to know whether or not the Coordination Committee, Central Management Committee, Northern Management Committee, and the Central DM GSA JPA are required to have websites that comply with public agency law requirements. This memorandum will discuss requirements for all DM Subbasin SGMA GSAs and GSA groups.

Some of the requirements listed below might not be applicable to all entities. However, the SLDMWA may consider implementing those requirements that are feasible to increase transparency. A summary checklist of website requirements is attached hereto as “Exhibit A.”

A. Website Requirements for Local Public Agencies

1. Government Code – SB 929

Senate Bill (“SB”) 929 was enacted in 2018, adding section 53087.8 to the Government Code. It requires all *independent special districts* to maintain a website by January 1, 2020. This is the only law discussed in this memorandum that expressly requires entities to maintain a website. “Independent special district” includes “any special district having a legislative body all

of whose members are elected by registered voters or landowners within the district, or whose members are appointed to fixed terms,” but does not include a “special district having a legislative body consisting, in whole or in part, of ex officio members who are officers of a county or another local agency,”¹ among other exceptions.² A “special district” means “an agency of the state, formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries.”³

Government Code section 53087.8 requires districts and agencies with new and existing websites to clearly list their contact information on their website.

Hardship Exemption: The law does allow for a hardship exemption.⁴ A majority of the governing body of the district may adopt a resolution with specific findings determining that establishing a website is a hardship due to, for example, inadequate access to high-speed internet, or significantly limited financial or staff resources. However, the resolution must be adopted annually, so long as the hardship exists.

2. The Brown Act

The Ralph M. Brown Act (the “Brown Act”) applies to the legislative bodies of local agencies. “Local agency” means “a county, city, whether general law or chartered, city and county, town, school district, municipal corporation, district, political subdivision, or any board, commission or agency thereof, or other local public agency.”⁵ “Legislative bodies” include the main governing body of the local agency, as well as a “commission, committee, board, or other body of a local agency,” except for an ad hoc committee so long as (i) it consists of less than a quorum of the governing body, (ii) does not have continuing subject matter jurisdiction, and (iii) does not meet regularly.⁶

The Brown Act does not require legislative bodies to have a website. However, if the legislative body has a website, the Brown Act proscribes certain additional procedures to comply with open meeting requirements. Those requirements include, but are not limited to, the following:

Timing: The legislative body, or its designee, must post its meeting agendas on the local agency’s website – 72 hours in advance of regular meetings⁷ and 24 hours in advance of special meetings.⁸

¹ Gov. Code, § 56044.

² Gov. Code, §§ 56036, 56036.6.

³ Gov. Code, § 56036(a).

⁴ Gov. Code, § 53087.8(b).

⁵ Gov. Code, § 54951.

⁶ Gov. Code, §§ 54952(a), (b).

⁷ Gov. Code, § 54954.2(a).

⁸ Gov. Code, § 54956.

User Interface: The agency must post a prominent and direct link on its homepage to its most recent agenda on its website. It cannot be on only a drop-down menu. The agenda must be retrievable, downloadable, indexable, and electronically searchable by the public, free of charge. Alternatively, instead of a direct link, the agency can use an “integrated agenda management platform” specifically dedicated to providing meeting agendas (not just the most recent), so long as the agency has a direct link to that platform on its website homepage, the current agenda is the first available agenda at the top of the list, and the agenda remains downloadable, indexable, and electronically searchable by the public for free. The agency may not place any restrictions on the public’s use of the agenda, because the public is allowed to reuse or redistribute the agenda.⁹ This provision applies to “a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website.”

3. The California Public Records Act

The California Public Records Act requires local agencies¹⁰ to create and disclose the catalog of enterprise systems the agency uses to collect data on the public.¹¹ An enterprise system is defined as “a software application or computer system that...(1) collects, stores, exchanges, and analyzes information that the agency uses; (2) is a multidepartmental system or a system that contains information collected about the public; and (3) is a system of record.”¹² The catalog must be “posted in a prominent location on the agency’s internet website,” if the agency has an internet website.¹³ Government Code section 7922.720(b) lists the information required to be disclosed for each system. The local agency may limit its disclosure of information upon a finding that not disclosing certain information “clearly outweighs the public interest served by disclosure of the record.”¹⁴ In which case, the local agency would only need to “provide a system name, brief title, or identifier of the system.”¹⁵ An example of an enterprise system catalog is available here: <https://www.ndgsa.org/sb-272-enterprise-catalog>.

Also, current law requires “open data” voluntarily posted as a public record on the local agency’s website to be in an open format and be retrievable, downloadable, indexable, and electronically searchable by commonly used Internet search applications, platform independent and machine readable, available to the public free of charge and without any restriction that

⁹ Gov. Code, § 54954.2(a)(2).

¹⁰ “Local agency” includes a county, a city (whether general law or chartered), a district, a political subdivision, any board or commission of the foregoing, or another local public agency, among other described entities. (Gov. Code, § 7920.510(a), (b), (f), (g), (h), (i).)

¹¹ Gov. Code, § 7922.710.

¹² Gov. Code, § 7922.700(a). A system of record is defined as “a system that serves as an original source of data within an agency.” (Gov. Code, § 7922.705.)

¹³ Gov. Code, § 7922.715(b).

¹⁴ Gov. Code, § 7922.720(c).

¹⁵ *Id.*

would impede the reuse or redistribution of the public record, and retains the data definitions and structure present when the data was compiled, if applicable.¹⁶

4. SGMA Requirements

SGMA does not explicitly require a GSA to create and maintain a website. However, SGMA does require a GSA to publish certain information on its “Internet Web site,” which implies that a website is required. SGMA appears to impose three separate website publication requirements on a GSA.

A GSA must “provide notice of any proposed adoption of the groundwater sustainability plan [“GSP”] on its Internet Web site.”¹⁷ Prior to imposing or increasing a fee, a GSA must hold at least one public meeting on the matter.¹⁸ Pursuant to this requirement, a GSA must publish a notice of the meeting’s time, place, a “general explanation of the matter to be considered and a statement that the data required by this section is available,” on its website.¹⁹ Furthermore, “[a]t least 20 days prior to the meeting, the [GSA] shall make available to the public data upon which the proposed fee is based.”²⁰ It is unclear whether this supporting data must be made available to the public by the GSA’s website, or instead, must only be published pursuant to Section 6066 of the Government Code. However, given the fact that the requirement follows the Water Code sections addressing publication on a GSA’s website, it would be prudent to include this additional data on the website within the time requirements.

5. Compensation and Financial Transaction Reports

Government Code sections 53893 and 53908 require the local agencies (meaning any “city, county, any district, and any community redevelopment agency”) to post “in a conspicuous location on its Internet Web site” the legislative body’s most recent financial and compensation reports provided to the State Controller, if such reports are required by the State Controller pursuant to Government Code section 12463.1 or 12463.3.²¹

A review of the State Controller’s Special Districts Financial Data website²² showed that 56 GSAs, including the Central Delta-Mendota GSA, submitted Financial Transactions Reports for 2022-2023. Also, the State Controller’s Government Compensation in California website²³

¹⁶ Gov. Code, § 7922.680.

¹⁷ Wat. Code, § 10725.2.

¹⁸ Wat. Code, § 10730 (b)(1).

¹⁹ Wat. Code, § 10730 (b)(2).

²⁰ Wat. Code, § 10730 (b)(3).

²¹ Gov. Code, § 53908(b) permits the compensation requirement to be satisfied “by posting, in a conspicuous location on its Internet Web site, a link to the Controller’s Government Compensation in California Internet Web site.”

²² Cal. State Controller’s Office, *Special Districts Financial Data* (last visited on Dec. 3, 2024), available at <https://districts.bythenumbers.sco.ca.gov/#!/year/default>.

²³ Government Compensation in California, *Special Districts* (last updated Dec. 3, 2024) available at <https://publicpay.ca.gov/Reports/SpecialDistricts/SpecialDistricts.aspx?year=2023>.

lists 32 GSAs, but of these, only three display actual wage values. It is likely that most GSAs are not submitting compensation reports; however, we would recommend that they do so in the spirit of transparency if applicable.

B. Special State and Federal Website Accessibility Rules

1. State Website Requirements

California law currently requires only *State* agencies and entities to comply with Web Content Accessibility Guidelines (“WCAG 2.0”) (or later version’s) accessibility requirements.²⁴ WCAG 2.0 is a guideline introduced by the World Wide Web Consortium’s (“W3C”) Web Accessibility Initiative. WCAG 2.0 is intended to allow people with disabilities access to websites and applications and includes standards such as text alternatives that may be read by software for the visually impaired, and captions for all live audio content, for instance. You can read more about WCAG 2.0 requirements on W3C’s website.²⁵

While State agencies and entities must use WCAG 2.0 standards on their public websites, existing law does not require local public agencies to meet the same standards. “State agencies” for purposes of California law, only means “the Transportation Agency, Department of Corrections and Rehabilitation, Department of Veterans Affairs, Business, Consumer Services, and Housing Agency, Natural Resources Agency, California Health and Human Services Agency, California Environmental Protection Agency, Labor and Workforce Development Agency, and Department of Food and Agriculture.”²⁶ A “state entity” is “an entity within the executive branch that is under the direct authority of the Governor, including, but not limited to, all departments, boards, bureaus, commissions, councils, and offices that are not defined as a ‘state agency’ pursuant to paragraph (1).”²⁷ None of this language applies to local agencies.

2. Federal Website Requirements

Even though there are no website accessibility requirements for local agencies under state law, there are requirements under Federal law. Title II of the Americans with Disabilities Act (“ADA”) provides that “no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.”²⁸ The provisions of Title II apply to public entities which include any State or local government, any

²⁴ Assem. Bill No. 434 (2017-2018), creating Govt. Code, § 11546.7.

²⁵ W3C Web Accessibility Initiative WAI, *WCAG 2 Overview* (last updated Mar. 7, 2024) *available at* <https://www.w3.org/WAI/standards-guidelines/wcag/#wg>. WCAG 3 Guidelines are currently being developed and new standards are expected in a few years.

²⁶ Gov. Code, § 11546.1(e)(1).

²⁷ Gov. Code, § 11546.1(e)(2).

²⁸ 42 U.S.C. § 12132 (2024).

department, agency, special purpose district, or other instrumentality of a State or States or local government.²⁹

On March 18, 2022, the U.S. Department of Justice (“DOJ”), which has the authority to issue guidance and implement regulations on the ADA, issued guidance letters explaining that “web pages” are encompassed within Title II of the ADA. Subsequently, on April 24, 2024, DOJ published in the Federal Register a final rule (the “Rule”) updating its regulations for compliance with Title II of the ADA.³⁰ DOJ set WCAG Version 2.1, Level AA as the technical standard for state and local governments’ web content and mobile applications. The Rule exempts archived web content, preexisting conventional electronic documents, content posted by a third party where the third party is not posting due to contractual, licensing, or other arrangements with a public entity, individualized documents that are password-protected, preexisting social media posts, and when conformance with the Rule would result in undue financial and administrative burdens.³¹ State and local governments must satisfy the Rule requirements within two or three years of when the Rule was published based on their population.³²

All special district governments must comply within three years following the publication of the Rule.³³ A “special district government” is defined as “all organized local entities (other than counties, municipalities, townships, or school districts) authorized by state law to provide only one or a limited number of designated functions, and with sufficient administrative and fiscal autonomy to qualify as separate governments; known by a variety of titles, including districts, authorities, boards, and commissions.”³⁴ As such, by April 26, 2027, a special district government must ensure that the web content and mobile apps that the public entity provides or makes available, directly or through contractual, licensing, or other arrangements, comply with Level A and Level AA success criteria and conformance requirements specified in WCAG 2.1, unless the public entity can demonstrate that compliance would result in a fundamental alteration in the nature of a service, program, or activity or undue financial and administrative burdens.³⁵

The Rule also provides for a presumption of satisfaction if not in full compliance “in the limited circumstance in which the public entity can demonstrate that the noncompliance has such a minimal impact on access that it would not affect the ability of individuals with disabilities to use the public entity’s web content or mobile app in a substantially equivalent manner as

²⁹ 42 U.S.C § 12131 (2024).

³⁰ 89 FR 31320 *available at* <https://www.ada.gov/assets/pdfs/web-rule.pdf>.

³¹ Rule § 35.201. However, public entities must still ensure that content falling within these exceptions meets the existing requirements of providing equally effective communication to individuals with disabilities and affording them an equal opportunity to participate in the public entity’s services, programs, and activities. (89 FR 31361).

³² A summary of the Rule may be found here: <https://www.ada.gov/resources/2024-03-08-web-rule/>.

³³ 28 CFR § 35.200(b)(2).

³⁴ See <https://perma.cc/8V43-KKL9>; § 35.104 within the Rule. The Rule provides as examples mosquito abatement districts, utility districts, transit authorities, water and sewer boards, zoning districts, or other similar governmental entities that may operate with administrative and fiscal independence.

³⁵ 28 CFR § 35.200(b)(2).

individuals without disabilities.”³⁶ DOJ plans to issue a small entity compliance guide in the near future.

As noted above, the Rule does contain exemptions. We suggest monitoring this in the future and reviewing the DOJ guidance when it is available.

C. Website Requirements Application

1. Coordination Committee

According to the Memorandum of Agreement (“MOA”) executed on or around September 12, 2024, the Coordination Committee is composed of the following seven (7) representatives:

- a. Aliso Water District GSA [single]
- b. Farmers Water District GSA [single]
- c. Fresno County Management Area A and B GSAs Group
- d. Central Delta-Mendota GSAs Group
- e. Northern Delta-Mendota GSAs Group
- f. Grasslands GSAs Group
- g. San Joaquin River Exchange Contractors GSAs Group.

As noted above, the Government Code only requires *independent special districts* to maintain a website. The Coordination Committee likely does not satisfy the Government Code definition as the Coordination Committee is composed of ex officio members from the seven member agencies. However, SLDMWA seeks to comply with open meeting requirements as a measure of increased transparency. Therefore, the Coordination Committee should continue to use the DM SGMA website (<https://deltamendota.org/>) as its primary hub for posting agendas. That website could provide links to the other various groups that would in turn update their websites to comply with the above-noted requirements.

The Coordination Committee does not currently have a separate website listing its meeting agendas and other requirements. Currently, all meetings are listed in a calendar under the “Meetings” link under the “Get Involved tab.” We recommend this Meetings page be updated to include the historic and the most recent agenda and minutes for the Coordination Committee and the two Management Committee meetings. Furthermore, the DM SGMA website could be used as the main website for the Coordination Committee and the two Management Committee meetings, in which case, the most recent agendas for all three committees should be prominently posted on the main page of the website. This website could

³⁶ Rule § 35.205. DOJ reasoned the presumption “will allow public entities to avoid falling into noncompliance with [the Rule requirements] if they are not exactly in conformance to WCAG 2.1 Level AA, but the nonconformance would not affect the ability of individuals with disabilities to use the public entity’s web content or mobile app with substantially equivalent timeliness, privacy, independence, and ease of use.” (89 FR 31356.)

be used to post an Enterprise Catalog System for the three entities as well, if applicable. The Coordination Committee would not be required to post the GSP adoption because it is not a GSA and would not be required to provide compensation/financial reports because it is not a district. However, per the State Water Resources Control Board's request, it would make sense to post the GSP on this webpage as well. We recommend that the website meet Federal Accessibility requirements by the April 26, 2027, deadline, but will continue to monitor the DOJ Guidance on this matter in the meantime.

Each GSA that is signatory to the MOA has its own separate website requirements. SGMA appears to implicitly require a website for posting a GSP and fee information. Therefore, the GSAs should have access to a website. In addition, they would be required to meet the Brown Act agenda posting requirements outlined above, as well as the SGMA posting requirements, the Enterprise Catalog System requirement, posting compensation/financial reports, and the Federal website accessibility requirements on their own websites.

As of December 2, 2024, the Aliso Water District GSA is posting its GSA Board meetings on its website, the Farmers Water District GSA is posting its Board agenda and minutes on its website, the Fresno County Management Areas A/B website has not updated its meeting agenda and minutes since 2018, the Grassland Water District website contains a GSA tab but does not currently list its meeting agenda and minutes, and the SJREC website contains a GSA tab but it does not currently list their meeting agenda and minutes. SLDMWA should encourage each of these groups to update their websites to satisfy the above-noted requirements.

2. Central Management Committee (Central DM GSA Group) and Northern Management Committee (Northern DM GSA Group)

The same analysis as above would apply to the two Management Committees. They are not required to have a website. However, if they do, they should comply with Brown Act agenda posting requirements. The Delta-Mendota SGMA website "Learn More" tab has not been updated and still contains a link to the "Northern & Central Delta-Mendota Region GSP" website, which is obviously outdated. Therefore, the Central Management Committee and Northern Management Committee websites are currently nonexistent. The SLDMWA should update the "Lean More" tab to provide individual links to newly created websites for each Committee containing the above-listed requirements as part of the DM Subbasin website.

3. Central DM GSA JPA

The Central DM GSA currently has a stand-alone website (<https://cdm-gsa.com/>), but it does not have any content (except for a link to the 2024 revised GSP). The website should be updated to ensure it complies with the above-noted requirements (posting agenda on main page, Brown Act user interface requirements, SGMA posting requirements Enterprise Catalog System, and Federal accessibility requirements).

To re-emphasize, SLDMWA is not required to satisfy all of the above-listed website requirements. Furthermore, each of the GSAs are responsible for their own website

requirements. Specifically, section 12.4 of the MOA provides for the indemnification of each party, including SLDMWA. However, at a bare minimum, each entity's website, if it exists, should satisfy the Brown Act requirements by posting its meeting agendas on its website – 72 hours in advance of regular meetings and 24 hours in advance of special meetings. Failure to comply with the Brown Act may result in a lawsuit over the alleged violation,³⁷ a lawsuit to contest or enjoin ongoing or future actions,³⁸ or a lawsuit to void the action taken in violation of the Brown Act.³⁹ Plaintiffs may also recover costs and attorney's fees if the court determines a Brown Act violation occurred, but this is only after providing notice and an opportunity to correct.⁴⁰

We have provided a simple chart of each of the website requirements that apply to each of the aforementioned entities in the attached Exhibit "B".

This memorandum is based on current law, which is rapidly evolving. Do not hesitate to contact us at (559) 432-5400 or via email at llayne@bakermanock.com should you have any questions.

LDL:JSJ:FAA

Attachments: Exhibit A – Agency Posting Requirements
 Exhibit B – List of Website Requirements Applicable to SGMA Entities

³⁷ Gov. Code, § 54960.2.

³⁸ Gov. Code, § 54960(a).

³⁹ Gov. Code, § 54960.1.

⁴⁰ Gov. Code, § 54960.5.

**“Exhibit A”
Substantive Posting Requirements**

1. Post agency contact information (Gov. Code, § 53087.8);
2. Post meeting agendas on website – 72 hours in advance of regular meetings (Gov. Code, § 54954.2(a));
3. Post meeting agendas on website – 24 hours in advance of special meetings (Gov. Code, § 54956);
4. Agenda must be retrievable, downloadable, indexable, and electronically searchable by the public free of charge (Gov. Code, § 54954.2);
5. Create and disclose the catalog of enterprise systems (Gov. Code, §§ 7922.710, 7922.715(b), and 7922.720(b));
6. Post any proposed adoption of a GSP (Wat. Code, § 10725.2);
7. Post notice, time and place of public meeting to be held on any proposed fee or fee increase, and an explanation of said fee increase (Wat. Code, § 10730 (b)(2));
8. Post data supporting GSA’s proposed fee increase at least 20 days before the public meeting (Wat. Code, § 10730 (b)(3));
9. Post Compensation and Financial Transaction Reports (Gov. Code, §§ 53893, 53908, and 53908(b)); and
10. Comply with Special State and Federal Website Accessibility Rules.

Exhibit “B”
Agency Website Requirements

		If Entity Has a Website					
Entity	Must have a website?	Must post agenda?	Agenda user interface?	Enterprise Catalog System?	SGMA Posting?	Compensation Reports?	Fed Accessibility?
Coordination Committee	No	Yes	No	Yes	No	No	No
Northern Management Committee	No	Yes	No	Yes	No	No	No
Central Management Committee	No	Yes	No	Yes	No	No	No
GSAs	Yes ⁴¹	Yes	Yes	Yes	Yes	Yes	Yes by 4/26/2027

⁴¹ Under SGMA.

Delta-Mendota Subbasin Website Page Review and Recommendation

Current

	Home Page	Learn More	Get Involved	Resources	Contacts
Page 1		SGMA	Get Involved	GSP Documents	No dropdown (1 page): Subbasin contact + 23 GSA contacts
Page 2		Links to specific GSAs	Meetings	Materials	

Proposed

	Home Page	About Us	Meetings	GSP	Programs [Consider leaving open for future programs]	Reference Materials	Contacts
Page 1		GSA Structure	No dropdown (1 page): List of agendas, packets, minutes	No dropdown (1 page): signed MOA, GSP chapters, SGMA GSP viewer	Domestic Well Mitigation Program: description of program and link to documents (policy, water fill station map, templates, electronic app with map viewer to identify GSA area). Description of Valley Water Collab MOA and policy.	Data Management System	No dropdown (1 page): Subbasin contact
Page 2		Board of Directors (New AB 293 requirement) [including Directors and alternate Directors] Consider adding officer titles				FAQs	
Page 3		Staff Page				Historic Archive	
Page 4						SB 272 Enterprise Catalog	
Page 5						Link to FPPC Statements of Economic Interest (New AB 293 requirement)	

**Black rows represent tabs on the website, and Pages represent the dropdown options from those tabs.

TO: Board of Directors
Agenda Item No. 20

FROM: Taylor Blakslee, Hallmark Group

DATE: February 4, 2026

SUBJECT: Update on the Development of Specific Administrative Policies

Recommendation

None; Information only.

Discussion

Since the Delta-Mendota Subbasin GSAs Joint Powers Authority has been established, staff is recommending the below administrative policies which will be drafted and brought to the Board for consideration of approval by the end of March 2026.

Policies recommended to be developed	<ol style="list-style-type: none">1. Fiscal Policy and Internal Controls.2. Reimbursement and Credit Card Policy.3. Procurement and Purchasing Policy.4. Document Retention and Destruction Policy.
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Does the Board have any feedback on the development of these proposed policies?