



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

Monday, March 9, 2026, 1:00 PM

**Grassland Water District Board Room
200 W Willmott Ave, Los Banos, CA 93635**

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

<https://zoom.us/j/91828577723>

Webinar ID: 918 2857 7723

Call-In: +16694449171,, 91828577723# US

NOTICE IS HEREBY GIVEN that a Joint Meeting of the Delta-Mendota Subbasin GSAs Joint Powers Authority Board of Directors and Coordination Committee has been called for **Monday, March 9, 2026, 1:00 PM**, on items listed on the attached agenda, which is incorporated by reference and made a part hereof.

Teleconference Locations:

200 W Willmott Ave, Los Banos, CA 93635	948 Orange Ave, Patterson, CA 95363	8211 N Fresno St, Fresno, CA 93720
--	--	---------------------------------------

Persons with a disability may request disability-related modification or accommodation by contacting Karlee Liddy at the Hallmark Group Office, 500 Capital Mall Suite 2350, Sacramento CA 95814, via telephone at (916) 767-4287, or via email at kliddy@hgcpm.com. 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. 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 ([Chair](#))

Consent Calendar

6. Review and Take Action on the Consent Calendar ([Chair](#))

- a. Minutes of the Special Joint DM Authority and Coordination Committee Meeting February 4, 2026
- b. Minutes of the Joint DM Authority and Coordination Committee Meeting February 9, 2026
- c. Budget to Actual Report

Closed Session

- 7. 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

- 8. Report from Closed Session (Layne)

Action Items

- 9. Adopt a Resolution of Commendation for the SLDMWA for their Services to the Delta-Mendota Subbasin (Martin)
- 10. Approval of the Northern DM Committee Consultant Contracts for Program Management Support and Technical Support Services (Blakslee)
- 11. Approval and Ratification of the Special Project Agreement with the Central DM GSA (Layne)
- 12. Report on Technical Ad hoc and Consider Authorizing EKI to Perform Model Calibration (Blakslee/Dutton)
- 13. Approval of Administrative Policies (Layne/Blakslee)
- 14. Direction on DWR Grant Extension and Authorize a Contract with Woodard & Curran for Grant Administration (Blakslee)
- 15. Approval of the Guidance Document for Groundwater Monitoring (Blakslee/Palys)

Report Items

- 16. Update on the Status of the DM Subbasin GSAs MOA (Layne)
- 17. Update on the SWRCB Staff Recommendation to Return the DM Subbasin to the Department of Water Resources (Blakslee/Martin)
- 18. Update on Letter of Termination of the Cost Sharing Agreement with SLDMWA (Blakslee/Layne)
- 19. Program Management Report and Update on Action Items (Blakslee)
- 20. GSP Implementation Updates
 - a. Update on Pumping Reduction Plan and GSP Implementation Tracking and Exceedance Reporting (Dutton/Mani)
 - b. Report from GSAs with Exceedances (Blakslee/GSAs)
 - c. Update on the Draft Water Year 2024-2025 Annual Report (Blakslee/Cochran)
- 21. SGMA Round 1 Implementation Grant
 - a. Update on Status of Subsidence Monitoring Project (Martin) – Verbal

- 22. Update on Facilitation Support Services Outreach Activities (Beutler)
 - a. Update on Status of Meetings with Adjoining Subbasins Regarding Comment Letters on Periodic Evaluations
 - b. Update on the Domestic Well Mitigation Policy Workshop

- 23. Next Steps (Blakslee)
- 24. Reports Pursuant to Government Code Section 54954.2(a)(3) (Layne)
- 25. Member Reports (Chair)
- 26. Next Meeting(s): (Chair)
 - a. TBD March, 2026, Special Meeting to Approve the Annual Report
 - b. April 13, 2026, Grassland Water District Board Room
- 27. Adjournment (Chair)



2026 DELTA-MENDOTA SUBBASIN COORDINATION COMMITTEE MEETING DATES (2nd Monday, unless otherwise listed) - Grassland Water District Board Room

- April 13, 2026
- May 18, 2026
- June 8, 2026
- July 13, 2026
- August 10, 2026
- September 21, 2026
- October 12, 2026
- November 16, 2026
- December 14, 2026

LIST OF ACRONYMS

CEQA	California Environmental Quality Act
DMS	Data Management System
DWR	California Department of Water Resources
FSS	Facilitation Support Services
GSA	Groundwater Sustainability Agency
GSP	Groundwater Sustainability Plan
ISW	Interconnected Surface Water
JPA	Joint Powers Authority
MOA	Memorandum of Agreement

MOU	Memorandum of Understanding
MT	Minimum Threshold
PRP	Pumping Reduction Plan
RMW	Representative Monitoring Wells
SLDMWA	San Luis & Delta-Mendota Water Authority (Authority)
SMC	Sustainable Management Criteria
SWRCB	State Water Resources Control Board



TO: Board of Directors
Agenda Item No. 6

FROM: Taylor Blakslee, Hallmark Group

DATE: March 9, 2026

SUBJECT: Review and Take Action on the Consent Calendar

Recommendation

Approve the Consent Calendar.

Discussion

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

- a. Minutes of the February 4, 2026 Special Joint Meeting of the Delta-Mendota Subbasin GSAs Joint Powers Authority and the Coordination Committee (**Attachment 1**)
- b. Minutes of the February 9, 2026 Joint Meeting of the Delta-Mendota Subbasin GSAs Joint Powers Authority and the Coordination Committee (**Attachment 2**)
- c. Budget to Actual Report through January 2026 (**Attachment 3**)



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

Draft Meeting Minutes

PARTICIPANTS:

Committee Members

Joe Hopkins, Aliso Water District
Augustine Ramirez, Fresno County A&B
Jarrett Martin, San Joaquin River Exchange Contractors
Chase Hurley, Central DM Region
Lacey McBride, Central DM Region
Jim Stilwell, Farmers GSA
Ric Ortega, Grassland Water District
Vince Lucchesi, Northern DM Region

Others Present

Lauren Layne, Legal Counsel, Baker Manock & Jensen
Kait Palys, INTERA
Patrick McGowan, Panoche Water District
Ray Tarka, San Luis Delta-Mendota Water Authority

Present Via Zoom/Phone

Palmer McCoy, Mercy Springs Water District
Steve Stadler, San Luis Water District
John Wiersma, San Joaquin River Exchange Contractors
Amir Mani, EKI
Anona Dutton, EKI
Andrew Francis, LSCE
Ethan Andrews, Provost & Pritchard
Gilbert Torres, Fresno County
Jacinta Cabral, Madera County
Jason Dean
John Brodie
Liam's iPhone
Lisa Beautler, Stantec

Leslie Dumas, Woodard & Curran
Rick Iger, Provost & Pritchard
Ryo Takanashi, Water One
Sarah Boogay, California Department of Water Resources
Thomas Cleverdon
Will Halligan, LSCE

AGENDA

1. Call to Order/Roll Call

Chair Hopkins called the meeting to order at 1:09 p.m.

2. Pledge of Allegiance

Chair Hopkins led the pledge of allegiance.

3. Committee to Consider Corrections or Additions to the Agenda of Items, as Authorized by Government Code Section 54950 et seq.

Lauren Layne (Legal Counsel, Baker Manock & Jensen) swore in the Coordination Committee Members as the new Board of Directors for the Delta-Mendota Subbasin GSAs Joint Powers Authority (DM Authority).

4. Election of Officers

Ms. Layne provided background context, including the Subbasin's adoption of a single Groundwater Sustainability Plan (GSP), the adoption of the Memorandum of Agreement (MOA) to implement the GSP, and the formation of the Joint Powers Authority. She stated that the Board of Directors are the same members and alternates as the Coordination Committee and stated that per the JPA Agreement, the positions of Chair and Vice Chair shall rotate annually in alphabetical order of the GSA name.

Chair Hopkins stated that in the MOA, the rotation of Chair and Vice Chair shall take place in March and asked if they would rotate at the March 9th meeting. Legal counsel responded that the rotation of Chair and Vice Chair can happen at the March meeting.

MOTION:

Director Hurley made a motion to maintain the Chair Hopkins as the DM Authority Board Chair and to maintain his position as the Vice Chair until the new rotation on March 9, 2026. Director Stilwell seconded the motion, which passed unanimously.

5. Opportunity for Public Comment

Chair Hopkins opened the floor for public comments, and no public comments were provided.

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***

Taylor Blakslee and Lauren Layne described the Fiscal Year 2027 Budget that was approved under the San Luis Delta-Mendota Water Authority and ratified by the Coordination Committee during the January 12, 2026 meeting.

Raymond Tarka, Director of Finance, SLDMWA, stated that the last date to take in the Delta-Mendota Subbasin JPA/Coordination Committee invoices is February 15, 2026.

Mr. Blakslee provided background on the initial cash call assessment and potential second assessment and recommended that the Board/ CC authorize the initial cash call once the funds have been reimbursed to the Subbasin GSAs.

Chair Hopkins asked if they can expect the final SLDWMA invoice in the next few days and Mr. Blakslee confirmed that is the case.

Mr. Blakslee and Anona Dutton (EKI) provided explanation regarding the RFP contract proposal discrepancy with the current FY27 Budget that was ratified by the Coordination Committee on January 12, 2026. This included the optional task for basin-wide groundwater monitoring under section 5.2 of the EKI proposal.

Director McBride asked if there would need to be a budget amendment down the road and Ms. Layne stated an amendment could be revisited by the Board in future meetings.

MOTION:

Director Martin made a motion to approve the Fiscal Year 2027 budget for the DM Subbasin JPA and to approve the initial cash call as presented. Director Hurley seconded the motion, which passed unanimously.

Director Stilwell asked if there is a final deadline by which the optional basin-wide monitoring needs to be decided. Ms. Dutton stated that the decision for optional monitoring would need to happen soon and the model calibration (section 3.2) by end of the first quarter.

Director Ortega asked what the scope of the optional monitoring is and Ms. Dutton stated that they would be collecting groundwater level measurements, not groundwater quality monitoring.

7. Appointment of Legal Counsel and Authorize the Chair to Execute an Engagement Agreement***

Ms. Layne stated that the engagement agreement was not included in the Board packet because it is protected by attorney-client privilege.

MOTION:

Director Lucchesi made a motion to appoint Lauren Layne, Baker Manock & Jensen as legal counsel for the DM Subbasin JPA and to authorize the Chair to execute an engagement agreement. Director Martin seconded the motion, which passed unanimously.

8. Approval of Consultant Contracts***

a. Authorize a Contract with Hallmark Group for Program Management Services

Mr. Blakslee provided background on the contract provided by Hallmark Group.

MOTION:

Director Martin made a motion to authorize the contract with Hallmark Group for Project Management Services and Financial Support Services. Director Lucchesi seconded the motion, which passed unanimously.

b. Authorize a Contract with EKI for Groundwater Sustainability Implementation Support Services

There was continued discussion regarding the model calibration and the optional basin-wide monitoring tasks. Director Lucchesi stated that he would like to take the optional services before the Northern DM Committee for consideration, but does not anticipate the optional services are needed at this time.

MOTION:

Director Hurley made a motion to authorize the full contract with EKI for Technical Support Services, on the condition that section 3.2 and 5.2 are revisited by the Board for potential budget amendment. Director Ortega seconded the motion, which passed unanimously.

c. Authorize a Contract with Houston Engineering for Data Management System Services

Mr. Blakslee provided background on the contract provided by Houston Engineering and Ms. Layne noted that the contract had included an amendment to section 18, changing the governing law to State of California.

MOTION:

Director Martin made a motion to authorize the contract with Houston Engineering to maintain the DMS. The motion was seconded by Director Ortega and passed unanimously.

9. Selection and Approval of the Delta-Mendota Subbasin Groundwater Sustainability Plan Manager

Director Martin directed staff to make sure to have the Plan Manager be the point of contact for the Subbasin in general, not just for correspondences with the Department of Water Resources.

MOTION:

Director Martin made a motion to select and approve Taylor Blakslee, Hallmark Group, as the Delta-Mendota Subbasin Groundwater Sustainability Plan Manager. The motion was seconded by Director Lucchesi and passed unanimously.

10. Appointment of Secretary

MOTION:

Director Lucchesi made a motion to appoint Hallmark Group to the DM Subbasin JPA secretary and treasurer. The motion was seconded by Director Ramirez and passed by unanimous consent.

11. Appointment of Treasurer

This item was addressed in the motion above.

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

Mr. Blakslee provided a summary of the resolution establishing the bank account, ACH Transactions and the signatories for the DM Subbasin JPA. He recommended the Authority set up an account through Chase Bank, but would work with Hallmark Group CFO to establish banking.

Member Stilwell asked if the DM Authority would have to get credit approval for ACH's and Mr. Tarka (SLDMWA) stated that there will need to be an approval process by the DM Subbasin JPA signatories for money going out.

MOTION:

Director Martin made a motion to adopt the resolution and to assign Chair Hopkins, Vice Chair Hurley, and Director Stilwell as signatories of the Board, with Hallmark as the backup signatory. Director Lucchesi seconded the motion, which passed unanimously.

Director Hurley asked if we are still on track for a full transition from the SLDMWA on March 1, 2026. Mr. Blakslee responded that there will be a full transition at that time, with the potential for an extended contract with W&C for the annual report.

13. Review and Consider Approval of the Northern DM Region Special Projects Agreement

Ms. Layne stated that the current agreement with Northern DM and SLDMWA will terminate upon the signing and execution of the new Special Projects Agreement between the Northern DM and the DM Authority.

Director McBride asked about the DM Authority's ability to appoint a committee and Ms. Layne stated that the Chair of the DM Authority can appoint a committee at any time.

Director Stilwell asked how the accounting is handled to ensure Northern DM expenses are covered, aside from their Board position on the DM Authority. Ms. Layne responded that Hallmark Group will be responsible for the continuation of funds 63 and 64 and will ask for cash calls from respective groups.

Director Stilwell asked about how the insurance costs or audit costs would be impacted by the Authority taking on additional contracts and Mr. Blakslee stated that it could, and that staff will get a report to the Board for consideration in subsequent meetings. Director Stilwell directed staff to look into this and to refine the approach to separating out budgets. Ms. Layne added that the Joint Powers Act allows the DM Authority to enter into separate contracts.

Chair Hopkins asked if those contracts could enter into cost share agreements and Ms. Layne stated that there would need to be another joint powers agreement signed to cost share, but would not necessitate the establishment of another joint powers authority.

Director Stilwell asked about and suggested having separate accounts for the Northern DM Committee, the DM Authority, and potentially the Central DM Committee.

MOTION:

Director Martin made a motion to approve and enter into the Special Projects Agreement (effective March 1, 2026) as presented with the condition that more clarity in the budget reporting from Hallmark Group is provided in subsequent meetings. Member Hurley seconded the motion, and Director Lucchesi abstained from the vote. The motion passed unanimously.

14. Review and Recommend Member GSA Adoption of the Revised Memorandum of Agreement

Ms. Layne stated that the redline and clean version were provided in the packet. She outlined that the main changes in revised and restated MOA is the dissolution of the Coordination Committee, and that only 21 GSAs will be signing the MOA since Widren Water District GSA and Oro Loma Water District GSA are now in the Central DM GSA.

Director Stilwell expressed concerned about language in section 7.2 regarding the monitoring and maintenance of the monitoring network to be a subbasin-wide cost and directed legal counsel to change the language to "develop and maintain a monitoring network at the subbasin level".

MOTION:

Director Martin made a motion to approve the revised and restated MOA, with discussed amendments to section 7.2 and directed the plan manger to distribute the MOA with a cover memo for action by GSA Boards for approval.

15. Review and Consider Initial Approval of the Draft Conflict of Interest Code

Ms. Layne stated that the DM Authority will need to file with the FPCC since it is a multi-county authority. She reminded directors that the jurisdictional boundary of the DM Subbasin JPA is the entire DM Subbasin, not just GSA or county-level boundaries.

MOTION:

Director Ortega made a motion to approve the draft COI code and directed legal counsel to submit it to the FPCC for filing. Director Ramirez seconded the motion, which passed unanimously.

16. Selection and Approval of the Delta-Mendota Subbasin GSAs JPA Mailing Address

Mr. Blakslee provided background information regarding the establishment of a mailing address for the DM Subbasin JPA.

MOTION:

Director Ortega made a motion to adopt the mailing address of the office of Baker Manock & Jensen as the mailing address for the DM Subbasin JPA. Director Lucchesi seconded the motion, which passed unanimously.

17. Approval of the 2026 JPA Board Meeting Schedule and Location

Mr. Blakslee recommended that the JPA Board continue meeting on the second Monday of the month and select a meeting location within the Subbasin boundary.

Chair Hopkins directed staff to move the May meeting to the 18th, the September meeting to the 21st, and the November meeting to the 16th. The Board directed staff to maintain the October 12th meeting.

MOTION:

Director Martin made a motion to approve the 2026 DM Authority Board calendar with the above amendments and to approve the Grassland Water District Board Room as the meeting location beginning on March 9, 2026. Director Hurley seconded the motion, which passed unanimously.

18. Review and Consider Approval of Insurance Coverage for the JPA

Staff recommended that the Board review this topic at a subsequent meeting.

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

Mr. Blakslee provided background and recommended staff to work with the outreach/communications ad hoc on the website updates. He also recommended that

the website domain remain the same with new email and stated that staff is looking for Board direction regarding maintaining or updating the logo from the DM Subbasin.

MOTION:

Director Martin made a motion to authorize staff to work with FSS Lisa Beutler and the communications ad hoc committee to implement website updates, to maintain the same website domain, and to retain the same logo as is. Director Ortega seconded the motion, which passed unanimously.

Report Items

20. Update on the Development of Specific Administrative Policies

Mr. Blakslee and Layne provided the list of administrative policies stating that 3 of 4 policies have already been drafted and will be distributed for subsequent meetings.

Closed Session

21. Conference with Legal Counsel – Anticipated Litigation

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

Open Session

22. Report from Closed Session

Ms. Layne stated there was no reportable action.

23. Next Steps

Mr. Blakslee stated that next steps will be distributed via email, but include distributing form 700 for Directors to fill out and submit and the distribution of the clean MOA with a cover memo for GSA Board consideration of approval.

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

Ms. Layne stated that there was nothing to report.

25. Next Joint Meeting(s):

- a. February 9, 2026, SLDMWA Board Room 842 6th St., Los Banos, CA 93635

26. Adjournment

Chair Hopkins adjourned the meeting at 2:59 p.m.



Meeting of the Delta-Mendota Subbasin Coordination Committee

Monday, February 9, 1:00 PM
SLDMWA Board Room 842 6th St., Los Banos, CA 93635

Draft Meeting Minutes

PARTICIPANTS:

Committee Members

Joe Hopkins, Aliso Water District

Augustine Ramirez, Fresno County A&B

John Wiersma, San Joaquin River Exchange Contractors

Lacey McBride, Central DM Region

Jim Stilwell, Farmers GSA

Ric Ortega, Grassland Water District – *Call in from San Luis Obispo location, exercising the contagious illness provision (Gov. Code section 54953.8.3(c)(2)) under the Just Cause statute of the Brown Act.*

Vince Lucchesi, Northern DM Region – *Call in from Ridlon location, exercising the childcare/caregiving provision (Gov. Code section 54953.8.3(c)(1)) under the Just Cause statute of the Brown Act.*

Others Present

Lauren Layne, Legal Counsel, Baker Manock & Jensen

Kait Palys, INTERA

Juan Cadena, Panoche Water District

Palmer McCoy, Mercy Springs Water District

Steve Stadler, San Luis Water District

Present Via Zoom/Phone

Amir Mani, EKI

Anona Dutton, EKI

Andrew Francis, LSCE

Ethan Andrews, Provost & Pritchard

Gilbert Torres, Fresno County

Jacinta Cabral, Madera County

Jason Dean

John Brodie

Liam's iPhone

Lisa Beutler Stantec

Leslie Dumas, Woodard & Curran
Patrick McGowan, Panoche Water District
Rick Iger, Provost & Pritchard
Ryo Takanashi, Water One
Sarah Boogay, California Department of Water Resources
Thomas Cleverdon
Will Halligan, LSCE

1. Call to Order/Roll Call

Committee Chair Hopkins called the meeting to order at 1:13 pm.

2. Pledge of Allegiance

Committee Chair Hopkins led the pledge of allegiance.

3. Committee to Consider Corrections or Additions to the Agenda of Items, as Authorized by Government Code Section 54950 et seq.

There were no corrections or additions to the agenda items.

4. Opportunity for Public Comment

Chair Hopkins opened the floor for public comments, and no public comments were provided.

Consent Calendar

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

- a. Minutes of the January 12 2025 Meeting
- b. Budget to Actual Report

MOTION

Director Ramirez made a motion to approve the consent calendar, including the January 12, 2026 Meeting Minutes and Budget to Actual Report. Director Wiersma seconded the motion, and it passed by roll call vote. Lucchesi abstained, as he was unable to have his camera on at this time.

Closed Session

6. Conference with Legal Counsel – Existing Litigation

7. Legal Counsel - Anticipated Litigation

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

Open Session

8. Report from Closed Session –

The Board reentered open session at 1:54 p.m. and legal counsel Lauren Layne stated that there was no reportable action.

Action Items

9. Committee to Consider Authorizing EKI to Expand PRP Dashboard Data to All GSAs, Beyond Current Zone Restrictions

Mr. Blakslee provided an overview of the expansion of the PRP Dashboard access to GSAs, noting that the Central DM Committee motioned to approve this effort during their meeting on January 22, 2026.

MOTION

Director Hurley made a motion to Authorize EKI to expand access to PRP dashboard data to all GSAs, beyond current zone restrictions. The motion was seconded by Director Ramirez and passed unanimously.

10. Committee to Approve Fiscal Year 2027 Budget for the Northern Delta-Mendota Management Region Activity Agreement (Fund 64) and Authorize Initial Cash Call

Mr. Blakslee provided a summary of the Northern DM budget for FY27 and walked the Board through the cash call that would support 6 months of Northern DM activities.

MOTION

Director Ramirez made a motion to approve the Fiscal Year 2027 Budget for the Northern Delta-Mendota Management Region Activity Agreement (Fund 64) and authorize the initial cash call. The motion was seconded by Director Hurley and passed unanimously via roll call vote.

Chair Hopkins asked if the Northern DM budget also covers the cost of the Northern DM seat on the DM Authority Board, and Mr. Petersen and Ms. Layne responded that those costs are not covered under the Northern DM budget, and confirmed that the costs covered under the Northern DM budget are only those actions that are pursuant to the Special Project Agreement.

Report Items

11. Program Management Report

a. Review of Previous Meeting Action Items

Mr. Blakslee provided an overview of action items.

b. Schedule of Key Milestones

Mr. Blakslee provided an overview of the schedule of key milestones, which was provided in the packet.

c. Additional Funds for Hallmark Group

Mr. Blakslee provided background regarding the SLDWMA authorization of additional funds to Hallmark Group and noted that he can distribute the budget

to actual slide that was shared in his presentation. This item did not require action by the Board of Directors.

12. GSP Implementation Updates

a. Update on Q4 Groundwater Levels and Groundwater Quality and DMS Upload

Leslie Dumas, Woodard & Curran (W&C), gave an update on the groundwater level data received from GSAs, noting that some data was still missing. Mr. Blakslee shared the maps of the wells with exceedances and those missing data, which was shared in the Board packet.

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

Anona Dutton and Amir Mani (EKI) provided a summary of the wells with groundwater level exceedances, and a review of those wells which do not have monitoring data uploaded to the DMS.

Mr. Blakslee recommended that well metering requirements and overdraft reduction tracking and reporting in the Subbasin be added to the agenda for the upcoming technical ad hoc meeting.

Chase- can HG work with EKI to get Baseline numbers back out to us,
Stilwell- and can those baseline values be broken down by aquifer? Amir- yes.

Chair Hopkins stated that the Bureau of Reclamation is no longer collecting subsidence data points on a biannual basis (measurements ended in December 2025). Director Martin stated they acquired the units for monitoring subsidence and recommended further discussion at subsequent meetings to reconsider addressing subsidence monitoring in the basin. Chair Hopkins directed staff to add this item to the ad hoc meeting agenda, as well.

Rick Iger (P&P) asked that if anyone could get out and gather subsidence data points prior to the irrigation season, as they are crucial for monitoring.

c. Update on Water Year 2025 Annual Report Development

Mr. Blakslee provided an update on the annual report development, including a timeline for receiving data and submitting the report to DWR. Ms. Dumas stated that they are awaiting some components regarding the SMCs and change in storage assessments from EKI. Chair Hopkins stated the Board should anticipate a special meeting to discuss and approve the annual report in late March.

d. Report from GSAs with Exceedances

Mr. Blakslee provided an overview of any exceedances, noting that staff will reach out to those GSAs with exceedances to provide an initial report during the next meeting.

13. Update on Facilitation Support Services Outreach Activities

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

Lisa Beutler (Stantec) stated that the 2026 meetings will be in held in March and that she will work with the communications ad hoc committee regarding the domestic well mitigation policy brief/ workshop.

14. SWRCB Updates

a. Update on SWRCB Coordination

Director Martin stated that he anticipates meeting with SWRCB again in the coming quarter and does not have major updates at this time.

15. SGMA Round 1 Implementation Grant

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

Andrew Francis (LSCE) provided updates on the status of the ISW well construction project, stating that the well was completed on February 3, 2026 with 3 completion zones.

b. Update on Status of Subsidence Monitoring Project

Chair Hopkins stated that subsidence monitoring sites have been identified, the survey equipment has been purchased, and that they have filed a Notice of Exemption on the remaining benchmark points.

c. Update on Status of All Grant Projects

Ms. Dumas stated that amendment 6 is moving through DWR. Component completion reports have been completed for 3 of the 14 components, with invoice 14 anticipated to be delivered to DWR within the next week.

16. Next Steps

- Staff to coordinate the expansion of PRP data access beyond current zone restrictions.
 - EKI to include Tranquility GSA in Zone 1 and 4 maps in the PRP.
- Post the Northern DM FY27 Budget on the Subbasin website.
- Staff to invoice the Northern DM Committee GSAs for 6 months of operations.
- Staff to follow up with GSAs missing Q4 date in the DMS.
- Staff to schedule a Special Joint Meeting of the JPA Board and Coordination Committee at the end of March to approve the annual report.
- Staff to convene a technical ad hoc committee to discuss well registration/ metering compliance, overdraft reduction, and updates to the DMS.

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

Nothing to report.

18. **Next Meeting(s):**
a. March 9, 2026, 1 p.m. PST, Grassland Water District Board Room

19. **Adjournment**
Chair Hopkins adjourned the meeting at 1:56 p.m.



2026 DELTA-MENDOTA SUBBASIN GSAs JPA BOARD MEETING DATES (2nd Monday, unless otherwise listed) - Grassland Water District Board Room

March 9, 2026
April 13, 2026
May 18, 2026
June 8, 2026
July 13, 2026
August 10, 2026
September 21, 2026
October 12, 2026
November 16, 2026
December 14, 2026

LIST OF ACRONYMS

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

Attachment 3

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

Report Period 3/1/25 - 1/31/26

EXPENDITURES	Annual Budget	Paid/ Expense	Amount Remaining	% of Amt Remaining	Expenses Through
<u>Legal:</u>					
Baker Manock & Jensen	\$ 70,000	\$ 72,269	\$ (2,269)	-3%	12/31/25
<u>Other Professional Services:</u>					
GSP Implementation Contracts					
Coordinated Annual Report Activites (Common Chapter, Water Level Contouring)	\$ 149,675	\$ 134,250	\$ 15,425	10%	10/31/25
DMS Hosting, Augmentation and Support	\$ 12,000	\$ 4,490	\$ 7,510	63%	9/29/25
Staff Augmentation Support	\$ 200,000	\$ 190,417	\$ 9,583	5%	12/31/25
DAC Outreach and Coordination	\$ 20,000	\$ -	\$ 20,000	100%	
SGMA Implementation Grant Round 1 SPA (A9)	\$ 175,015	\$ 74,782	\$ 100,233	57%	10/31/25
Inadequate Determination Response (EKI)	\$ 55,000	\$ 50,868	\$ 4,132	8%	9/30/25
Interconnected Surface Water	\$ 504,455	\$ 106,895	\$ 397,560	79%	12/31/25
Domestic Well Mitigation Funds	\$ 100,000	\$ -	\$ 100,000	100%	
<u>Other:</u>					
Executive Director	\$ 750	\$ -	\$ 750	100%	
General Counsel	\$ 1,000	\$ 78	\$ 922	92%	4/4/25
Water Policy Director	\$ 20,000	\$ 18,730	\$ 1,270	6%	1/31/26
In-House Staff	\$ 3,000	\$ 2,283	\$ 717	24%	1/31/26
Conferences & Training	\$ 1,000	\$ -	\$ 1,000	100%	
Travel/Mileage	\$ 1,500	\$ 70	\$ 1,430	95%	4/30/25
Group Meetings	\$ 5,000	\$ 52	\$ 4,948	99%	6/30/25
Telephone	\$ 500	\$ -	\$ 500	100%	
Equipment and Tools	\$ 2,000	\$ -	\$ 2,000	100%	
Total Expenditures	\$ 1,320,895	\$ 655,184	\$ 665,711	50%	



TO: Board of Directors
Agenda Item No. 10

FROM: Taylor Blakslee, Hallmark Group

DATE: March 9, 2026

SUBJECT: Approval of the Northern DM Committee Consultant Contracts for Program Management Support and Technical Support Services

Recommendation

Approve the Northern DM Committee 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.

On February 4, 2026, the Delta-Mendota Subbasin GSAs Joint Powers Authority (DM Authority) Board approved the FY27 Budget and executed consultant contracts to carry out Program Management and Technical Support Services, and to implement the Subbasin GSP in compliance with the Sustainable Groundwater Management Act (SGMA).

On February 9, 2026, the DM Authority Board approved the Northern DM Region Management Committee Budget for Fiscal Year 2027. However, the Northern DM Committee and DM Authority Board need to authorize the consultant contracts. The Northern DM Committee approved the contracts during their March 4, 2026 meeting. The contracts are listed in Table 1 and are included as **Attachment 1 and 2**, respectively for consideration of approval. Please note that these contract amounts match those outlined in the approved Fiscal Year 2027 Budget for the Northern DM Committee.

Attachment No.	Consultant	Scope	Contract Amount
1	Hallmark Group	Program Management and Accounting Support Services (Northern DM)	\$107,482
2	EKI Environment and Water, Inc.	Technical Support Services (Northern DM)	\$80,000

➤ NORTHERN DELTA-MENDOTA REGIONAL
MANAGEMENT COMMITTEE
PROFESSIONAL SERVICE AGREEMENT

March 1, 2026



DOCUMENTS INCLUDED

Exhibit A – Scope of Services

Exhibit B – Rates



AGREEMENT

HGCPM, Inc. DBA The Hallmark Group ("Consultant") and Northern Delta-Mendota Regional Management Committee ("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 March 1, 2026 (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 February 28, 2027 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 \$107,482.00 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.

NORTHERN DELTA-MENDOTA REGIONAL
MANAGEMENT COMMITTEE

HGCPM, INC.

Signature



Signature

Name:
Title:
Date:

Charles R. Gardner Jr.
President/CEO
March 1, 2026

EXHIBIT A SCOPE OF SERVICES

Hallmark Group will provide general consultation and administration services for Northern Delta-Mendota Regional Management Committee under the task categories detailed below and other matters as may be mutually agreed to be covered under this provision.

Task 1 – JPA and SGMA Program Administration Support	\$49,770
Task 2 – Financial Management	\$37,000
Task 3 – Outreach and Community Engagement	\$15,120
Task 4 – Data Management Systems	\$1,680
Other Direct Costs	\$3,912
Total	\$107,482

The services are expected to be primarily provided in interaction with Northern Delta-Mendota Regional Management Committee Members, consultants and other participants determined by Northern Delta-Mendota Regional Management Committee. Those interactions could be in person, via telephone, email or other form as agreed upon between Northern Delta-Mendota Regional Management Committee 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 Northern Delta-Mendota Regional Management Committee, will provide a summary of the key decisions resulting from interactions between Northern Delta-Mendota Regional Management Committee and Hallmark Group. Additional analysis, studies or other reporting will be provided as requested by Northern Delta-Mendota Regional Management Committee 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 Northern Delta-Mendota Regional Management Committee. Other costs will be determined upon final scope requirements and approved by Northern Delta-Mendota Regional Management Committee 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

500 Capitol Mall
Suite 2350
Sacramento, CA 95814

916 923.1500
hgcpm.com



26 February 2026

Taylor Blakslee
Hallmark Group
Northern Region Management Committee

Subject: Proposal to Provide Technical and Strategic Support for the Northern Region Management Committee 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) Northern Region Management Committee (NDM) related to implementation of the Groundwater Sustainability Plan (GSP). The proposed scope of work below is based on the previously submitted proposal dated 21 November 2025 and subsequent communications and discussions with NDM.

SCOPE OF WORK

TASK 1 – GSP IMPLEMENTATION

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

Subtask 1.1. Meeting Support with Committee, Coordination with Regulatory Agencies and Interbasin Agencies: EKI will prepare for and attend up to twelve (12) virtual meetings with NDM to discuss GSP implementation and relevant work effort.

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

Subtask 1.2. Technical support for Projects and Management Actions (PMAs) Implementation: EKI will provide technical support for evaluation, recommendations, and implementation oversight for up to three (3) PMAs. The level of effort is estimated to be up to eight (8) hours per PMA. Work can include progress tracking of the PMAs.

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 provide regular monthly to quarterly as-needed updates on NDM 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 presentations, maps and tables to summarize NDM PRP compliance evaluation.

Subtask 1.4. Domestic Well Mitigation Program Support: EKI will provide up to 16 hours of support on administrative, website updates, and technical support for review and assessment of any application for the Domestic Well Mitigation Program.

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

Subtask 1.5. Sustainable Management Criteria (SMC) Numeric Compilations and Updates: EKI will provide up to 32 hours of support to establish and/or update water level SMC for new wells and/or recent wells with insufficient data and preliminary SMCs, and support defining initial or updating water quality SMCs for the constituents of concern (COC) at new or recent wells or existing representative monitoring wells (RMWs) with missing SMCs.

Deliverables: Updated SMC summary tables.

Subtask 1.6. Representative Monitoring Network (RMN) Assessment: EKI will provide up to 20 hours of support to 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: Assumed not needed for NDM and undertaken under the Basin-wide support.

Deliverables: N/A.

Subtask 1.8. BMP and Guidance Document Review: Assumed not needed for NDM and undertaken under the Basin-wide support.

Deliverables: N/A.

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 NDM.

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 NDM 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.

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.

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 **\$80,000** for the performance of Task 1 above, see **Table 1**, which will not be exceeded without additional authorization from the NDM.

TABLE 1. ESTIMATED BUDGET

Tasks	Cost Estimate
Task 1 - GSP Implementation	
Subtask 1.1 – Meeting Support with Regulatory Agencies, CC, and Interbasin Agencies	\$19,818
Subtask 1.2 – PMA Implementation Support	\$6,144
Subtask 1.3 – PRP Implementation Support	\$28,440
Subtask 1.4 – Domestic Well Mitigation Program Implementation Support	\$4,711
Subtask 1.5 – SMC Numeric Compilation and Updates	\$9,422
Subtask 1.6 – RMN Network Assessment	\$5,855
Subtask 1.7 – GIS Mapping Maintenance	\$0
Subtask 1.8 – BMP and Guidance Documents Review	\$0
Subtask 1.9 – Project Management	\$5,562
Total (Rounded)	\$80,000

Delta-Mendota Joint Powers Authority
26 February 20266
Page 4 of 12

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.



Anona L. Dutton, PG, CHg
Chief Executive Officer

AUTHORIZATION
CLIENT

(Authorized Representative)

(Date)

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: Northern Region Management Committee
Proposal/Agreement Date: 26 February 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.



TO: Board of Directors
Agenda Item No. 12

FROM: Taylor Blakslee, Hallmark Group

DATE: March 9, 2026

SUBJECT: Report on Technical Ad hoc and Consider Authorizing EKI to Perform Model Calibration

Recommendation

Consider authorizing EKI to perform the model calibration.

Discussion

On February 4, 2026, the DM JPA Board ratified the Fiscal Year 2027 Budget and authorized an initial cash call to the GSA Groups for 6-months of costs totaling \$536,350. During this meeting, the Board authorized the execution of a contract with EKI for technical support services with the condition that sections 3.2 “Model Calibration” and 5.2 “(Optional) Monitor and sample all wells in the Representative Monitoring Network” be discussed with the technical ad hoc prior to further Board review.

On February 9, 2026, EKI confirmed that the Board needed to decide by the end of March if the model calibration should be performed this Fiscal Year to allow for adequate time to perform the work.

On February 26, 2026, the technical ad hoc committee met to discuss the model calibration, and meter/overdraft reporting compliance and a summary of those discussions are provided as **Attachment 1**.

Budget/Cash Flow Impact:

If the Board decides to perform the model calibration in Fiscal Year 2027, staff will need to perform a cash analysis to determine when the second cash call will be needed. The initial cash call collected half of the \$1.6M Fiscal Year 2027 budget less the model calibration costs of \$525,000. If the model calibration work is authorized the second cash call would be calculated as follows:

1	2 nd half of FY 2027 Budget (less model costs)	\$536,350
2	Model Calibration Costs	\$525,000
3	Total 2 nd Cash Call Costs	\$1,061,350
4	Per Entity Split	\$151,621

For discussion purposes only

MEETING ATTENDANCE

- Hallmark – Taylor Blakslee
- EKI – Anona Dutton, Amir Mani, Susan Xie
- Committee members
 - Jim Stillwell
 - LSCE (Will Halligan, Andrew Francis)
 - P&P (Joe Hopkins, Rick Iger, Ethan Andrews)
 - John Wiersma
 - Jarrett Martin
 - Adam Scheuber
 - W&C (Leslie Dumas, Natalie Cochran)

MODEL CALIBRATION

- Tech ad-hoc committee met on 26 Feb 2026 to discuss whether to proceed with model calibration in 2026
 - Approximately half the attendees support proceeding this year
 - Approximately half support delaying one year to collect more data*

Drivers for Calibration

GSP commitment to refine and calibrate model

PRP compliance tied to “subsidence caused by basin”

Need to evaluate ISW depletion and MT attribution

Overestimation of subsidence and storage loss in current model

Large portion of Basin under PRP subsidence hotspot trigger

Almost all other basins in the southern central valley have calibrated model

***The only data that would materially change the calibration is the well location, construction and metering information that can be used to help improve the representation of aquifer-specific pumping.**

MODEL CALIBRATION

- Core decision: The question is not whether to calibrate the model, but whether to proceed in 2026 or defer to 2027.
- Option 1 - Calibrate Now (2026)
 - Improves model defensibility for WY 2026 Annual Report.
 - Addresses attribution questions sooner at the GSA-level, supports overdraft mitigation and PRP implementation
 - Reduces subsidence overestimation
 - An additional year of GWL data is unlikely to materially improve subsidence calibration performance
 - Future data can be incorporated through incremental updates during Annual Report extensions.
- Option 2 - Delay one year (2027)
 - **Requires firm commitment from ALL GSAs to provide complete, high-quality data within the year (Detailed well registration, pumping, and surface water delivery data) to meaningfully improve the model's estimation of aquifer-specific pumping relative to Option 1.**
 - Provides an additional year of water level data as validation period
 - Extends uncertainty, maintains the current model limitations, and overestimation of subsidence
 - May prompt additional DWR / third party inquiries and related discussions

GSA REPORTING AND DATA QUALITY

- Pumping reported to DMS and included in Annual Reports in recent years and WY 2025 is likely underestimated
- Consistent reporting is required for effective and defensible implementation of GSP and PRP
- Tech ad-hoc recommendation: Develop a GSA-level pumping estimate for the past five years using a simplified land-surface budget and establish guidelines on how pumping data needs to be estimated and reported going forward
 - **PRP required well registration and metering to be implemented by Jan 2026.**

Water Year	GSA-Provided Pumping Data to EKI (AF)	Annual Report Pumping (AF)	Commonly Used Assumptions' Pumping (AF)	Modeled Pumping (AF)
2021	--	562,300	806,794	605,493
2022	--	563,900	651,174	605,769
2023	154,470	231,300	551,249	477,981
2024	134,925	278,400	798,709	472,278
2025	214,672	308,381*	638,819	507,689



* From DMS entries

** Model ET is used instead of missing OpenET.



TO: Board of Directors
Agenda Item No. 13

FROM: Taylor Blakslee, Hallmark Group

DATE: March 9, 2026

SUBJECT: Approval of Administrative Policies

Recommendation

Approve the administrative policies for the DM JPA.

Discussion

Since the Delta-Mendota Subbasin GSAs Joint Powers Authority has been established, staff has drafted and is recommending the below administrative policies for the Board consideration of approval by the end of March 2026. The number of the policy coincides with the **Attachment** number in the packet.

Policies recommended to be approved	<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.
--	--



**DELTA-MENDOTA SUBBASIN GSAS JOINT POWERS AUTHORITY
FISCAL POLICIES AND INTERNAL CONTROLS**

ADOPTED: _____, 2026

GENERAL PURPOSE

These Fiscal Policies govern the financial management, internal controls, reporting, and stewardship of assets of the Delta-Mendota Subbasin GSAs Joint Powers Authority (“Authority”) as they apply to the Board of Directors (“BOD”) and any agents acting on behalf of the Authority. Policies shall be reviewed periodically to ensure appropriateness and effectiveness.

ACCOUNTING CONTROLS AND INTERNAL CONTROL SYSTEMS

The Authority’s controls are designed to achieve the following objectives:

- **VALIDATION** – evidence that a recorded transaction actually took place and that it occurred in accordance with prescribed policy and procedure.
- **ACCURACY** – serves to ensure that each transaction is recorded in the correct amount, costs are appropriately segregated, and transactions are recorded in the appropriate account and accounting period.
- **COMPLETENESS** – completeness of control tasks ensure that all transactions are accepted for processing once and once only. Completeness controls are necessary to ensure proper summarization of information and preparation of financial reports.
- **MAINTENANCE** – provides systematic responses to errors when/if they occur and to changed conditions. Maintenance requires procedures, decisions, documentation, and subsequent review by a responsible, authorized individual.
- **PHYSICAL SECURITY** – assets shall be adequately protected to safeguard against fraud, abuse or misappropriation and access to assets are limited to authorized personnel.

FINANCIAL RESPONSIBILITIES

It is the responsibility of the BOD to formulate financial policies and review operations and activities on a periodic basis. The BOD is responsible for coordination and approval of fiscal activities including annual budgets, management of fund investments, selection of independent auditors, reporting to oversight agencies, and approving revenues and expenditures in accordance with approved plans and budgets and the Authority’s Joint Powers Agreement. The BOD has engaged the services of HGCPM, Inc dba The Hallmark Group (“Consultant”) to perform certain of these financial activities including managing daily financial operations and accounting, accounts receivable and payable management, developing and implementing internal controls, budget development, financial statement preparation, and annual audit coordination and support.

FINANCIAL STATEMENTS

The Authority’s financial statements shall be prepared on the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP). The accrual basis is a method of accounting whereby revenues and expenses are identified as incurred without regard to the date of receipts or payments of cash.

Financial statements shall be prepared by Consultant and presented at regular BOD meetings. At a minimum, the financial statements shall include the following statements: Statement of Net Position,

Statement of Changes in Net Position With Budget Variance, Statement of Receipts and Disbursements, Statements of Accounts Receivable and Accounts Payable, and supplemental statements of revenue and expenses with budget variance for segregated groups and committees within the Authority.

ANNUAL AUDIT

The Authority shall engage an independent accounting firm to perform an audit of its financial statements on an annual basis and in accordance with all requirements of the Governmental Accounting Standards Board (GASB) and Generally Accepted Auditing Standards (GAAS). The audited financial statements shall be prepared on an accrual basis in accordance with GAAP.

A representative of the audit firm shall be requested to attend a meeting with the BOD if the audit report is other than unqualified, or if the auditor's report material weaknesses in internal controls or reportable conditions. The BOD may request that the auditor routinely present the annual audit report.

SIGNATURE AUTHORITY AND CONTRACTUAL AGREEMENTS

The BOD shall appoint members of the BOD and other designees, as appointed, with bank signature authority for checks, drafts, and orders of payment (including ACH and wires), and contracts and commitments of the Authority. The BOD shall have the authority to enter into contractual agreements with vendors, consultants, attorneys, bankers, and third parties for the purpose of ensuring continuity of the Authority's general operations and purpose. Bank account signatories shall be designated by the BOD and shall include a minimum of two BOD members. Checks shall require only one signature.

All notes, loans, and other indebtedness contracted in the name of the Authority must be comply with provisions in the Joint Powers Agreement and shall require the signature and approval of the BOD. Deeds, conveyances, and mortgages shall be approved and executed by members of the BOD.

PURCHASING

Procurement and purchasing for the Authority shall be governed by a separate BOD adopted Procurement and Purchasing Policy.

EXPENSE REIMBURSEMENTS AND CREDIT CARDS

Expenses requiring reimbursement and the use of Authority issued credit cards shall be governed a separate BOD adopted Reimbursements and Credit Card Policy.

CASH AND BANK ACCOUNTS

The Board Chair or Treasurer shall designate individuals to be assigned electronic access to the bank account(s) to maintain and oversee cash transactions and balances and to ensure sufficient funding for the Authority's day-to-day financial operations. Bank reconciliations shall be completed monthly and periodically be reviewed by a Board member.

AUTHORITY DEBT

The issuance, evaluation and management of Authority debt shall be governed by a separate BOD adopted Debt Policy, if required.

AUTHORITY INVESTMENTS

Investment selection, risk evaluation, and fiduciary responsibility shall be governed by a separate BOD adopted Investment Policy, if required.

INSURANCE

It is the responsibility of the BOD to maintain reasonable and adequate insurance coverage to protect the Authority's interests and contractual obligations.

PROPERTY AND EQUIPMENT

Property and equipment shall be acquired consistent with the Procurement and Purchasing Policy and shall be stated at historical cost in the Authority's books of record. Depreciation shall be computed over the estimated useful lives of assets using the straight-line method. Asset capitalization shall be considered appropriate for all individual assets with a cost basis in excess of \$2,500.00.

CONFIDENTIALITY, RECORDS SECURITY, AND DOCUMENT RETENTION

Certain financial records are restricted materials with limited access. Access to blank checks shall be limited to those with an appropriate need for access and maintained in a secure, locked cabinet. Financial records, data and documents shall be stored electronically on a secure server requiring password access. Financial documents are retained for periods of time consistent with State and Federal laws and guidelines.

FUND RECEIPTS

Receipts of funds (checks) are promptly scanned and filed for record retention and audit documentation. Funds are deposited to the Authority's bank account utilizing remote deposit capture the day they are received. Bank deposit receipts are attached to scanned copies of checks. Original checks are retained in a locked cabinet for 31 days consistent with bank policy; then shredded. Cash receipts are recorded in the general ledger, balanced to the bank deposit receipt, and reported to the BOD at regular BOD meetings.

FUND DISBURSEMENTS

Fund disbursements are made by sequentially pre-numbered checks or by ACH transactions. Payment processing occurs once per month; more or less frequently as needed to ensure timely payment of obligations. Individual payments occurring outside the regular processing times are discouraged and occur only when necessary. Checks made payable to "cash" and the pre-signing of checks are prohibited. Voided checks are appropriately mutilated by cutting out the signature area of the check then scanned and filed for record retention. ACH disbursements are made via the Authority's online banking system. A summary of disbursements is presented to the BOD at regular BOD meetings. Supporting documentation for all transactions is retained in electronic files.

COST SEGREGATION

The Authority shall maintain a clear separation of financial activities for each designated group or committee. Each group or committee shall be treated as a separate accounting unit within the Authority's general ledger. Revenues and expenses shall be tracked to the specific group or committee that generated or incurred them. Expenses that benefit only one group or committee (direct costs) shall be coded directly to that group or committee. Administrative overhead and shared Authority resources (indirect costs) shall be allocated to groups or committees based on a consistent, documented methodology (e.g., percentage of budget or member participation). Separate bank accounts shall be maintained by the Authority for each group or committee to prevent the co-mingling of funds restricted for that group or committee. All group

and committee financial records remain the property of the Authority and must be made available for the annual audit to ensure compliance with Government Auditing Standards.

FIXED ASSETS

The Authority shall maintain capitalization and depreciation policies. Additions to fixed assets are recorded in a fixed asset ledger and include a description of the item, the date of acquisition, the cost, useful life, depreciation method, and accumulated depreciation. The fixed asset ledger is reconciled with the general ledger monthly. Purchases, transfers, and dispositions of fixed assets are promptly recorded in the appropriate ledgers.

GENERAL ACCOUNTING STANDARDS AND CONTROLS

- A chart of accounts will be utilized for general accounting.
- Cash balances are monitored monthly to ensure adequate reserves for the settlement of liabilities.
- Billing and invoicing procedures are maintained and carried out in compliance with guidelines and requirements as set forth in contractual agreements between the Authority and its funding sources, and at a minimum must be properly documented, authorized, and accurately supported.
- Consultant's staff is appropriately trained and knowledgeable in the Authority's policies and procedures, and applicable accounting regulations.
- Accounting records are kept up-to-date and analyzed on a monthly basis.
- Financial statements are prepared on a timely basis in accordance with Authority policy.
- Authority funds are allocated in accordance with approved Authority Agreements and annual budgets.
- Costs are appropriately segregated and reported for designated groups or committees within the Authority.

ASSET SAFEGUARDING

It is made clear to all within the Authority and assigned agents of the Authority that fraud at any level and in any form will not be tolerated. Sincere efforts made towards the prevention, detection and correction of any potential fraud, waste or abuse is a requirement of the BOD and its assigned agents. These internal controls are designed and implemented to identify and reduce risk, and to mitigate misappropriation of Authority assets.

**DELTA-MENDOTA SUBBASIN GSAS
JOINT POWERS AUTHORITY**

Reimbursement and Credit Card Policy

Adopted: _____, 2026

Purpose and Scope

The purpose of this Reimbursement and Credit Card Policy (this “Policy”) is to identify the Delta-Mendota Subbasin GSAs Joint Powers Authority’s (the “Authority”) requirements for the Authority reimbursing for Authority-related expenses and for using Authority credit cards.

Reimbursement for Authority Expenses

Authority Board members, Member employees, and Authority employees (each, a “Covered Person”) periodically incur certain business expenses on behalf of the Authority. Subject to the requirements below, “Business Expenses” (as defined below) may be reimbursed if a Covered Person pays for the Business Expenses from his or her personal funds.

For purposes of this Policy, “Business Expense” shall mean the actual and reasonable cost of (i) purchasing equipment and supplies; (ii) conferences and/or trainings; (iii) office supplies; and (iv) any other costs that the Authority’s Board of Directors deems reasonable and necessary for the Authority’s purposes.

In order for a Business Expense to be approved and reimbursed by the Authority, the Business Expense must be properly substantiated. Original receipts must be provided by the Covered Person, along with a completed Authority expense form, to the Authority for all Business Expenses. If the Business Expense will exceed One Thousand and No/100 Dollars (\$1,000.00), the Covered Person must obtain approval from the Authority’s Board of Directors prior to incurring the Business Expense.

Within thirty (30) days after Covered Person has submitted to the Authority the completed expense form and original receipt(s) evidencing the approved Business Expense, the Authority shall issue a check to the Covered Person to reimburse the Covered Person for the Business Expense actually incurred by the Covered Person; provided, however that such amounts shall not exceed One Thousand and No/100 Dollars (\$1,000.00) on a monthly basis. The Covered Person shall be responsible to use the check issued by the Authority to pay for the Business Expenses that the Covered Person has incurred. The Authority will not make direct payments to the Covered Person’s credit card or other account.

Authority-Issued Credit Cards

Certain persons may be provided with Authority-issued credit cards, which shall be used only for reasonable and necessary Business Expenses. Any person who is provided with an Authority-issued credit card shall not permit any other person, including other Covered Persons, to use the Authority-issued credit card provided to him or her.

Business Expenses charge to an Authority-issued credit card must be properly substantiated. Within thirty (30) days of a purchase, original receipts must be provided, along with a completed Authority expense form, to the Authority for all Business Expenses. If a Business Expense will exceed One Thousand and No/100 Dollars (\$1,000.00), the authorized person must obtain approval from the Authority's Board of Directors prior to incurring the Business Expense on the Authority-issued credit card. Monthly Business Expenses charged to the Authority-issued credit card shall not exceed the amount budgeted in the Authority's approved budget, unless approved in advance by the Authority's Board of Directors.

Amendment

This Policy is subject to changes in the regular operation of the Authority, as it may be revised from time to time by the Board of Directors.

Policy Review

This Policy shall be reviewed by the Authority regularly, but in no event less than once every three (3) years.

DRAFT

**Procurement and Purchasing Policy
of
Delta-Mendota Subbasin GSAs
Joint Powers Authority**

Adopted: _____, 2026

TABLE OF CONTENTS

	<u>Page</u>
1. INTRODUCTION	1
1.1 Purpose.....	1
1.2 Policy Statement.	1
2. GENERAL PROVISIONS	1
2.1 General Procurement Policies.....	1
2.2 Applicability.....	2
3. ETHICS AND STANDARDS OF CONDUCT IN PROCUREMENT	2
3.1 Ethical Standards.	2
3.2 Adherence to Conflict of Interest Laws.	2
3.3 General Prohibition.....	3
3.4 When a Conflict of Interest Exists.....	3
3.5 No Personal Benefits.....	3
3.6 Procedure When a Conflict of Interest Exists.....	4
3.7 Delegation of Authority in the Case of a Conflict or Absence.	4
4. PROCUREMENT AUTHORITY.	4
4.1 Primary Authority.....	4
4.2 Delegation to the Plan Manager.....	4
5. PROCUREMENT THRESHOLDS (NON-CONSTRUCTION PROJECTS)	6
5.1 Competitive Procurement and Informal Purchases.....	6
5.2 Informal Purchases – Up to \$100,000.....	6
5.3 Competitive Procurement – \$100,000 or More.	6
6. PROCEDURES FOR COMPETITIVE PROCUREMENTS.	7
6.1 Procedures for RFB.....	7
6.2 Procedures for RFPs/RFQs.....	8
6.3 Procedures Applicable to Both Informal Purchases and Competitive Procurements.....	9
7. EXCEPTIONS TO A COMPETITIVE SELECTION PROCESS.....	10
7.1 Sole Source Procurement.....	10
7.2 Emergency Purchases.	10
7.3 Leveraged Procurement Agreements.....	11
8. CAPITAL IMPROVEMENT / PUBLIC WORKS PROJECTS.....	11

8.1	Application.....	11
8.2	Disbarment.....	11
8.3	Advertisement of Bids.....	11
8.4	Bids.....	11
8.5	Registration.....	12
8.6	Bonds.....	12
8.7	Board’s Discretion.....	12
8.8	Prevailing Wage Requirements.....	12
9.	CHANGE ORDERS, CONTRACT AMENDMENTS, AND RENEWALS.....	13
9.1	Change Orders/Additions to Existing Contracts.....	13
9.2	Contract Renewals.....	14
10.	EQUAL OPPORTUNITY.....	14
11.	AMENDMENTS AND UPDATES.....	14

1. INTRODUCTION

1.1 **Purpose.** The purpose of this Procurement and Purchasing Policy (this “Policy”) is to document Delta-Mendota Subbasin GSAs Joint Powers Authority’s (the “Authority”) policies and procedures for purchasing and contracting for goods and services, including capital improvement projects. This Policy defines various methods of procuring goods and services, dictates when competitive procurement of goods and services is required, sets forth exemptions and exceptions from the competitive procurement requirements, and specifies procurement processes and their documentation.

1.2 **Policy Statement.**

1.2.1 California law, good business practice, and the Authority’s Board of Directors’ (the “Board”) fiduciary and oversight responsibilities for the expenditure of public funds require that the Authority, in most circumstances, obtain competitive bids or quotations prior to making purchases. Purchases shall be made according to the processes and criteria outlined in this Policy.

1.2.2 State law requires all local agencies to formally adopt policies and procedures governing the acquisition of materials, supplies, and equipment. This Policy documents the Authority’s rules and regulations required by Government Code section 54202 and also discusses policies and procedures governing procurement of goods and services, including capital improvement projects.

1.2.3 By adoption of this Policy, the Board is empowering the Plan Manager and designated Authority Representatives, if necessary, with certain duties and responsibilities that are essential for the day-to-day operation of the Authority.

2. **GENERAL PROVISIONS**

2.1 **General Procurement Policies.** It is the policy of the Board that:

2.1.1 The Authority shall competitively procure goods and/or services unless otherwise determined pursuant to this Policy, by State or Federal law, or by the provisions of grant or funding agreements, if applicable.

2.1.2 The Board or Plan Manager or their delegates, as applicable, shall determine whether the price or cost of any procurement of goods or services is fair and reasonable prior to awarding a contract.

2.1.3 The competitive procurement requirements of this Policy are satisfied by adhering to a Competitive or Informal Procurement process, or the Public Contract Code and the Labor Code for capital improvement projects, as detailed below.

2.1.4 Exemptions, including the Sole Source exception, to the Competitive Procurement requirements are set forth in this Policy.

2.1.5 All procurements will follow the dollar thresholds set forth in this Policy. The Plan Manager will ensure performance within this Policy, and in accordance with the direction provided by the Board and will document compliance with this Policy as required.

2.1.6 Any procurement or purchase that will exceed the Authority's adopted budget shall require prior Board approval at a public meeting, except in cases of emergency purchases, as defined below.

2.1.7 The Plan Manager shall administer all contracts in a manner that assures the good(s) and/or service(s) received by the Authority meet(s) the terms and conditions of said contracts.

2.2 **Applicability.**

2.2.1 All purchases, agreements, leases, and/or contracts for services, materials, supplies, equipment, other personal property, or capital improvement projects shall be made in accordance with this Policy.

2.2.2 Notwithstanding Section 2.2.1 above, there may be different or additional procurement requirements if the Authority is administering state or federal funds as a grantee, recipient, subrecipient, or other arrangement for Authority projects. Please confirm with those grant or other federal or state funding agreements for specific requirements.

2.2.3 This Policy is applicable to any Authority Representative responsible for procuring goods or services. An "Authority Representative" for purposes of this Policy shall mean an Authority Board member, officer, employee, consultant, or any other person or entity to which the Board may delegate procurement authority to from time to time. Only authorized Authority Representatives shall procure materials, equipment, and services on behalf of the Authority. Specifically, the following offices are charged with direct responsibility for ensuring all Authority purchases comply with this Policy:

- (a) Office with Primary Responsibility: Plan Manager.
- (b) Office with Secondary Responsibility: Board Secretary.

3. **ETHICS AND STANDARDS OF CONDUCT IN PROCUREMENT**

3.1 **Ethical Standards.** The Authority manages public funds for the public benefit of the Authority's constituents in the Delta-Mendota Subbasin. As such, the Authority and all Authority Representatives must discharge their duties in accordance with the high ethical standards commensurate with this responsibility. All procurement shall be conducted with integrity, honesty, transparency, and adherence to the obligation to safeguard the public trust.

3.2 **Adherence to Conflict of Interest Laws.** The Authority will adhere to all conflict of interest laws. This Policy is intended to reflect the practical application of many State of California conflict of interest laws. However, where federal, state, or local law conflicts with this Policy, the applicable federal, state, or local law will apply. In the event of questions or

uncertainty as to the proper application of the law and this Policy, Authority Board members, officers, employees, and agents should seek advice from the Authority's general counsel.

3.3 **General Prohibition.** No Board member, executive staff, or independent contractors or consultants shall be financially interested in any procurement contract approved by the Board, unless (i) permitted under Government Code Sections 1090, *et seq.*, 87100, *et seq.*, and other applicable Federal, State, and local laws, regulations, or ordinances, and (ii) the Conflict of Interest is addressed in compliance with legal requirements and through the procedures specified in Section 3.6. A "procurement contract" includes any modifications, amendments, and renewals to an existing procurement contract. If no exception applies, the Authority cannot enter into the procurement contract.

3.4 **When a Conflict of Interest Exists.** No Authority Representative shall participate in the selection, award, or administration of any purchases or contracts if an Authority Representative is aware they have a Conflict of Interest. For purposes of this Policy, a "Conflict of Interest" exists in any of the following circumstances:

3.4.1 An Authority Representative or his or her immediate family (including the Authority Representative's spouse or domestic partner) has a financial interest in a procurement contract with the Authority;

3.4.2 An organization that employs, is negotiating to employ, or has an arrangement concerning prospective employment of an Authority Representative or his or her immediate family has a financial interest in a procurement contract with the Authority;

3.4.3 A business in which the Authority Representative (or his or her immediate family) is a director, officer, or member has a financial interest in a procurement contract with the Authority;

3.4.4 An Authority Representative or his or her immediate family has an ownership interest in real property that will be affected by a procurement contract with the Authority;

3.4.5 An Authority Representative or his or her immediate family has received a Gift (as defined in Section 3.5 below) from a potential vendor or contractor that is the subject of a proposed procurement contract with the Authority in the prior twelve (12) months; or

3.4.6 If none of the above circumstances exist, but the Board finds the potential exists for a perceived Conflict of Interest.

3.5 **No Personal Benefits.** Authority Representatives shall avoid actual and perceived conflicts of interest throughout the entire procurement and contract management process. If an Authority Representative accepts any favors, gifts, rebates, or benefits that are not offered routinely to the general public ("Gifts"), any honorarium, or loans above \$250 from contractors, suppliers, vendors, firms, or persons representing any of these entities, or other parties that are doing business or seeking to do business with the Authority, such Gifts above \$50 shall be reported annually to the Fair Political Practices Commission ("FPPC") and are subject to the biannual gift limits established by the FPPC. Notwithstanding the foregoing, an Authority

Representative shall not use his or her official position to obtain benefits, directly or indirectly, for himself or herself or anyone else.

3.6 **Procedure When a Conflict of Interest Exists.** It is important to understand that not all Conflicts of Interest indicate wrongdoing. Nevertheless, when a Conflict of Interest exists, the Authority and its public officials have an obligation to the public to take certain actions to support public trust in the Authority and local government. The first step when any Conflict of Interest is suspected is to inform the Board Chair, and/or Authority legal counsel. When an Authority Representative has determined that a Conflict of Interest Exists, the parties shall take all of the following steps:

3.6.1 The conflicted Authority Representative shall immediately avoid any and all discussions of the conflicted procurement contract.

3.6.2 The conflicted Authority Representative shall recuse themselves from any further action on the conflicted procurement contract; and

3.6.3 Authority legal counsel shall evaluate whether any exceptions exist under applicable federal, state, or local law and take the following steps, as applicable.

(a) If an exception exists, the conflicted Authority Representative shall disclose the Conflict of Interest on the record at the public meeting and recuse themselves from any consideration of the procurement contract (including leaving the room when the matter is under consideration by the Board); or

(b) If no exception exists, the Authority shall either conduct another procurement to replace the conflicted procurement contract or otherwise consider alternate responsive vendors submitting quotes, bids, or proposals to the Authority for that proposed procurement contract.

3.7 **Delegation of Authority in the Case of a Conflict or Absence.** In the Plan Manager's absence or in the case of an actual or perceived Conflict of Interest, the Board Vice Chair shall be delegated with the Plan Manager's responsibilities under this Policy subject to the direction and approval of the Board. In the Board Vice Chair's absence or in the case of an actual or perceived Conflict of Interest, the Plan Manager shall have the primary responsibility to perform the Board Vice Chair's duties; or in the case of a Conflict of Interest or absence affecting both the Board Vice Chair and the Plan Manager, the Board Treasurer shall be delegated with the Plan Manager's and the Board Vice Chair's responsibilities under this Policy.

4. **PROCUREMENT AUTHORITY.**

4.1 **Primary Authority.** All procurement authority rests with the Authority Board pursuant to federal, state, and local laws, unless it is delegated by statute or Board action. Delegation may occur according to this Policy, or in separate contracts, resolutions, policies, or other Board actions.

4.2 **Delegation to the Plan Manager.** By this Policy, the Board delegates centralized procurement and contracting authority to the Plan Manager, or in the Plan Manager's

absence or Conflict of Interest, the appropriate designee pursuant to Section 3.7 above (each place in this Policy hereafter that refers to the “Plan Manager” shall be deemed to mean the designee identified in this Policy in the case of the Plan Manager’s absence or Conflict of Interest). The approved budget appropriation is the authorization by the Board to purchase capital equipment, services, and materials for operations during the fiscal year. Specifically, the Plan Manager is authorized to:

4.2.1 Solicit full and open competitive pricing and bidding in accordance with this Policy to obtain the best value for the Authority.

4.2.2 Provide for the fair and equitable treatment of vendors, suppliers, and contractors.

4.2.3 Review all Purchase Orders (“POs”) for accuracy and completeness.

4.2.4 Supervise the receipt and inspection of all materials, supplies, equipment, and services purchased to ensure conformance with specifications.

4.2.5 Recommend the disposition of surplus or unused supplies, materials, equipment, scrap, and real property through sale or other means, consistent with California law, including but not limited to the Surplus Lands Act (Gov. Code § 54220, *et seq.*).

4.2.6 Maintain a bidder list, vendor lists, and any other necessary records that facilitate efficient procurement; however, the Plan Manager shall ensure all vendors, suppliers, and contractors interested in doing business with the Authority shall be given fair, unbiased consideration.

4.2.7 Take the steps necessary to comply with all awarding body requirements for public works projects pursuant to Labor Code section 1720, *et seq.* and the Public Contract Code, including but not limited to all of the following:

(a) Notifying potential contractors in bidding materials that they must register with the Department of Industrial Relations (“DIR”) and that the public works project is subject to DIR enforcement;

(b) Requiring proof of public works contractor registration before accepting a bid or awarding a contract;

(c) Registering the public works project with the DIR;

(d) Obtaining or requiring contractors to obtain prevailing wage rates from the DIR;

(e) Posting or requiring contractors to post job-site notices on public works requirements;

(f) Ensuring public works contractors pay prevailing wages and are in compliance with public works laws during the course of the public works project; and

(g) Reporting any suspected public works violations to the Labor Commissioner.

4.2.8 Administer approved procurement contracts through the termination or expiration date, including any change orders, extensions, or amendments to the procurement contract.

4.2.9 Prepare and recommend revisions and amendments to the procurement rules and requirements in the Policy governing the purchase of materials, supplies, equipment, and services.

5. **PROCUREMENT THRESHOLDS (NON-CONSTRUCTION PROJECTS)**

5.1 **Competitive Procurement and Informal Purchases.** The following guidelines have been established to promote competitive procurement of non-construction goods and services when appropriate. Procurement contracts for public works are addressed in Section 8 of this Policy. These are the minimum requirements. For Informal and Competitive procurements alike, the Authority reserves the right to reject any or all proposals, waive informalities, and award procurement contracts that are in the best interests of the Authority.

5.2 **Informal Purchases – Up to \$100,000.** For purchases of less than \$100,000, the Authority will use informal procedures to obtain goods and services. This includes POs for administrative or operational purposes. A PO must be signed by the Plan Manager. The Plan Manager shall use reasonable efforts to obtain three (3) quotes from vendors for the good or service to substantiate that the Authority is receiving the best value and service available under the circumstances, unless one of the exceptions or exemptions below applies. The Plan Manager shall select the vendor that best fits the Authority’s needs, using price and quality as the primary factors. The Plan Manager does not need Board approval for POs, except when any such PO will exceed the Authority’s adopted budget pursuant to Section 2.1.6 above.

5.3 **Competitive Procurement – \$100,000 or More.**

5.3.1 For procurement contracts of \$100,000 or more, the Authority will use formal procedures to obtain goods and services. All such procurement contracts require the signatures of both the Plan Manager and the Board Chair or Treasurer. Goods and services at or above this threshold shall be procured using any of the following formal procurement processes, as reasonably determined by the Plan Manager:

(a) **The Request for Bids (“RFB”)** is used when the Authority desires a specific type of good or service that is subject to a defined set of plans and/or specifications. The request generally includes plans and/or specifications. The Authority will issue a written notice to bidders, inclusive of a stated bid opening date, with at least two (2) persons in attendance, specifications and the requirement that all bids are to be sealed until opened at specific bid opening or they will not be accepted. All submitted bids shall include all

costs, including appropriate taxes. Unless any or all bids are rejected, the Authority will select the lowest responsible and responsive bidder.

(b) The Request for Proposal (“RFP”) is used when the Authority cannot precisely set forth its needs, but requires services proposed by the respondents in fulfillment of a statement of work, and selection may consider price, qualifications, capacity, past performance or project understanding. Rather than including specifications, the Authority shall provide vendors with a statement of work and the vendors are then asked to propose solutions. The RFP will detail what items the vendors are to submit, the cost of their proposals, how the Authority will evaluate the proposals, select the vendor, and develop the contract. The RFP award is not always based upon the lowest price, but may be upon technical superiority of the proposal within a reasonable proximity to the other proposals submitted to the Authority. Proposals in response to an RFP are subject to negotiation after they have been submitted to the Authority.

(c) The Request for Qualifications (“RFQ”) is used when the Authority cannot precisely set forth its needs and cannot draft a statement of work predictive of the services needed. The RFQ shall contain all items contained in the RFP, except that vendors may not be asked to include the precise cost of their proposals. Rather, vendors shall be asked to submit a Statement of Qualifications (“SOQ”) that may include their general hourly rates or service charges or an estimate based on an assumed set of circumstances, but shall detail their experiences, capability, capacity and performance in the area requested by the Authority. The Authority shall determine whether or not the vendor meets the required qualifications. Proposals in response to an RFQ are subject to negotiation after they have been submitted to the Authority. An RFQ may also be used to pre-qualify one or more firms offering professional services in conjunction with an RFB or an RFP.

6. **PROCEDURES FOR COMPETITIVE PROCUREMENTS.** Purchases of goods or services via an RFB, RFP, or RFQ shall follow these procedures:

6.1 **Procedures for RFB.** The Plan Manager shall prepare the RFB according to the following standards:

6.1.1 Specifications. Clear, concise specifications must be included in the bid documents. The specifications are a description of the physical or functional characteristics of the commodity, equipment, or service desired. Specifications shall be written to encourage maximum and fair competition. Unless only one brand of commodity or equipment is acceptable due to compatibility or other restrictive requirements, any brand name used in the specifications will be used only for the purpose of establishing descriptive information and will not be used to restrict competitive bidding.

6.1.2 Bid Security. Bids requiring bid bonds or other types of security will be outlined in the bid documents.

6.1.3 Pre-Submittal Conference. A pre-submittal conference may be held to clarify items in the notice inviting bids, answer questions, or tour applicable project sites.

If no conference is held, but questions are submitted in writing, a list of all questions and Authority responses should be distributed to all bidders.

6.1.4 RFB Amendment. The Authority may amend the RFB at any time but no later than twenty-four (24) hours prior to the bid opening date and time, to make corrections, provide additional information, or extend the due date and time if determined to be in the Authority's best interests. All amendments shall be posted on the Authority's website and be part of the original RFB.

6.1.5 Mistakes. Mistakes in formal submissions detected prior to opening may be corrected by the proposer by withdrawing the original and submitting a corrected bid to the Authority before the due date. If there is insufficient time prior to the due date to withdraw the original and submit a corrected bid, the bidder may correct the mistake on the face of the original bid, provided that such revision occurs prior to the due date and time. A corrected bid must be time-stamped upon resubmission. The Authority reserves the right to reject corrections to bids after the bid due date, provided that the Board may waive any irregularities or exceptions in each bid received.

6.1.6 Bid Opening. The Authority shall require all bids submitted in response to an RFB be sealed and clearly identified on the outside of the envelope. Authority staff shall open the bids at the time and place stated in the RFB. All late bids will be rejected.

6.1.7 Awarding the Bid. The Plan Manager shall tabulate the bids and present the bids to the Board at a public meeting. In most cases, the bid shall be awarded to the lowest responsible bidder, considering the bidder's quality, fitness, responsibility, capacity to perform the work, experience, and adherence to specifications. The Plan Manager shall notify all bidders whether or not their bid was successful, including late bids. The Plan Manager shall only have authority to execute contracts obtained by an RFB after having obtained approval of the Board.

6.1.8 Rejection of Bids. The Board may reject any or all bids/proposals presented, without justification, and re-advertise, if desired to best meet the objectives of the Authority.

6.2 Procedures for RFPs/RFQs.

6.2.1 Professional Services. The Authority does not require competitive bidding for the procurement of professional services that involve specialized skill, training, expertise, use of professional judgment or discretion, and/or a high degree of creativity. However, when prudent, the Authority may use the RFP or RFQ process to ensure that the Authority receives the desired service on the most favorable terms or for the best value. While the Authority is not specifically required to issue RFPs or RFQs for professional services, it has established this process to ensure that the Authority obtains qualified and necessary professional services as economically as possible. The justification for the procurement process used shall be documented by the Plan Manager.

6.2.2 Proposal/SOQ Evaluation. The Authority shall receive all Proposals and SOQs electronically or via hard copy as the Authority may prefer. All submittals

received by the published submittal deadline shall be evaluated for responsiveness. Proposals need not be opened publicly. All responsive submittals shall be scored and ranked by Authority staff using an objective process based on the RFP or RFQ. The highest-ranked responsive submittal shall be recommended to the Authority's Board.

6.3 Procedures Applicable to Both Informal Purchases and Competitive Procurements.

6.3.1 **Solicitations.** Solicitations for quotes, bids, proposals, or qualifications shall set forth all requirements that the proposer must fulfill for their proposal to be evaluated by the Authority. Solicitations should be based upon a clear and accurate description of the submittal requirements, specifications, statement of work and/or qualification requirements. The Authority will take all reasonable measures to ensure that specifications or requirements do not unduly restrict competition. Whenever a "brand name or equal" description is used to define performance or other salient requirements, the specific features of the named brand must be clearly specified.

6.3.2 **Published Notice.** Notices may be published on the Authority's website, trade journals, newspapers, procurement internet sites and/or other media if it is in the best interest of the Authority or otherwise required by law.

6.3.3 **Limitations on Phased Projects.** An independent contractor that has been contracted to participate in preparation of solicitation materials for a project may not be contracted by the Authority to provide goods or services for a later phase of the project unless all of the following requirements are met:

- (a) The independent contractor's participation in the first phase of the project consisted only planning, discussions, or drawing of plans or specifications that is limited to conceptual, preliminary, or initial plans or specifications;
- (b) All bidders or proposers for the subsequent contract have access to the same information, including all conceptual, preliminary, or initial plans or specifications;
- (c) The initial contract between the Authority and the independent contractor includes the language required by Government Code section 1097.6, subdivision (c)(1); and
- (d) The independent contractor is not in breach of its contractual obligations with respect to section (c) above.

6.3.4 **Segmentation.** Dividing contracts into smaller component contracts for the purpose of avoiding the provisions of this Policy is prohibited. Contracts may be divided only to meet unique scheduling or other needs of a project, such as the purchase of equipment with a long lead-time or to accommodate necessary time frames.

6.3.5 **Protests.** Unsuccessful vendors shall be notified that the procurement is closed and awarded. Upon notice by the Authority of an award, any proposer may

file a written protest regarding a potential procurement by the Authority. The protest shall be filed with the Plan Manager no later than seven (7) days the proposer has been notified of the award the subject contract. The protest shall be in writing addressed to the Plan Manager and contain the exact basis for the protest, and proof that the protester is a viable and responsible provider of the supplies, equipment, or services sought and filed with the Plan Manager. The protest should provide evidence that the award violated this Policy or State law. Mere disagreement with the Board's or Plan Manager's decision shall not be the basis for a successful protest. The Board shall consider the protest at its next public meeting no sooner than five (5) days after the Plan Manager has received the protest. The Board's determination on the protest shall be final. The address noted below is the Authority's designated address for delivering or mailing of notices.

Baker Manock & Jensen
5260 North Palm Ave., Suite 201
Fresno, CA 93704

6.3.6 Proprietary Information. Generally, all proprietary information submitted to the Authority in a sealed bid or a proposal shall be confidential unless the Authority is permitted or required to disclose the information by law. No proposals or bids shall be handled as to permit disclosure of its contents to competing offerors. Bids are public records and disclosable as soon as they are opened. Proposals shall be open for public inspection after final execution of the contract, except to the extent that the withholding of information is permitted or required by law. If the offeror designates a portion of its bid or proposal as confidential, it shall isolate and identify in writing the confidential portions. In addition, all or portions of a SOQ may be disclosed under the California Public Records Act.

7. **EXCEPTIONS TO A COMPETITIVE SELECTION PROCESS**. All goods and services shall be procured by an informal or formal selection process unless the Authority or Plan Manager determines that one of the circumstances described below is satisfied. The Authority shall document in writing the justification for using such an exception.

7.1 **Sole Source Procurement**. The Authority may procure materials or services that are available from only one source. In order for the Authority to justify a sole source procurement, one or more of the following factors must be present:

7.1.1 The vendor capabilities and experiences are so unique (including the vendor's experience, possession of patents or trademarked materials) that no other vendor may comparably meet the Authority's needs;

7.1.2 Only one product is available to reasonably meet the Authority's needs; or

7.1.3 Only one vendor has the ability to provide goods or services to the Authority within the Authority's necessary time frame.

7.2 **Emergency Purchases**.

7.2.1 An emergency purchase includes any immediate need for supplies or services wherein following normal procurement procedures could threaten Authority operations, property, or public health and safety. Upon four-fifths consent by the Board, and proper determination in the Board's meeting minutes, the Plan Manager may proceed to replace or repair any and all structures, and take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes without the need to adopt plans, specifications, strain sheets, or working details, or giving notice for bids to let contract. (PCC, § 22050.)

7.2.2 The Authority shall continue to review the emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

7.3 **Leveraged Procurement Agreements.** The Authority may use a vendor under a leveraged procurement agreement (including but not limited to those contracts originally procured by the California Department of General Services pursuant to Public Contracting Code sections 10298, *et seq.*) without a competitive selection process if the leveraged procurement agreement itself was procured via a competitive selection, the vendor accepts the same terms as those contained in the leveraged procurement agreement, the scope of work is a reasonable extension of the previously awarded contract, and the vendor is in good standing and its performance has been good in the reasonable discretion of the Plan Manager.

8. **CAPITAL IMPROVEMENT / PUBLIC WORKS PROJECTS.**

8.1 **Application.** Capital improvement projects include all work, construction, alteration, repair, maintenance, and improvement to capital assets and infrastructure. The Authority is subject to the Public Contract Code (the "PCC"). Under the PCC, a "public works contract" is "an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind." (PCC § 1101.) Notwithstanding any provision in this Policy to the contrary, in the event that the Authority desires to enter into a "public works contract", the Authority shall comply with the PCC and state or federal prevailing wage requirements for public works contracts above One Thousand Dollars (\$1,000) (the "Work").

8.2 **Disbarment.** The Authority shall ensure that no debarred contractor or subcontractor shall bid on, work on or be awarded a public works contract.

8.3 **Advertisement of Bids.** The Authority shall ensure that bids for the performance of the Work to be published for ten (10) consecutive days (Gov. Code, § 6062) in a daily newspaper, or once a week for two successive weeks (Gov. Code, § 6066) in a weekly newspaper, of general circulation published in the county. If no newspaper is published in the county, the notice shall be posted in three public areas for at least two weeks.

8.4 **Bids.** All bids for construction work requested by the Authority shall be presented under sealed cover and shall be accompanied by bidder's security in the form described by the Authority.

8.5 **Registration.** No contractors or subcontractors may be awarded a contract for a public works project unless registered with the DIR’s Public Works Contractor Registration Program or holds a valid license(s) appropriate for the work being performed, as required by the California Contractors’ Licensing Law.

8.6 **Bonds.** For public works projects in excess of \$25,000, the Authority shall require the awarded prime contractor to give a payment bond to the Authority prior to commencing the project pursuant to Civil Code section 9550.

8.7 **Board’s Discretion.** The Authority is not obligated to select contractors based on price alone. The Authority reserves the right to base its selection on a combination of evaluation factors which include price.

8.8 **Prevailing Wage Requirements.** California law requires that all workers employed on public works projects with contracts over One Thousand Dollars (\$1,000) must be paid the general prevailing rate of per diem wages. This section describes the basic outlines of California prevailing wage law (“PWL”) found in the Labor Code. However, please confirm with Authority legal counsel for final determination on the application of PWL to a specific project.

8.8.1 **Public Works.** The primary definition is “[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds”. (Lab Code § 1720(a)(1).) “Construction” also explicitly “includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted.” (Lab. Code § 1720(a)(1).) However, this type of work must generally be affixed to land. (*Busker v. Wabtec* (2021) 1 Cal. 5th 1147, 1168.) For “installation”, the works generally must be relatively permanent (though the assembly and disassembly of freestanding and affixed modular office systems are explicitly included in this definition). (See Lab Code §1720(a)(1).) Maintenance work may also qualify as public works (Lab. Code § 1771; 8 Cal. Code Regs. § 16000), as would refuse hauling (Lab. Code § 1720.3).

8.8.2 **Public Funds.** Generally, any funds that have been held in the “public coffers” qualifies as “public funds”, subject to several specific exemptions found within Labor Code sections 1720 subdivision (c). Payment from “public funds” includes but is not limited to (i) direct payment from the Authority to a contractor or subcontractor; (ii) transfer by the Authority of an asset of value for less than fair market price; (iii) fees, costs, rents, insurance or bond premiums, loans, interest rates, or other obligations that would normally be required in the execution of the contract, that are paid, reduced, charged at less than fair market value, waived, or forgiven by the Authority; (iv) money loaned by the Authority that is to be repaid on a contingent basis; and (v) credits applied by the Authority against a person’s repayment obligations to the Authority.

8.8.3 **Workers.** A “worker” is a “laborer, worker, or mechanic.” (Lab. Code § 1723.) “Workers” is interpreted very broadly by the DIR (which makes determinations and generally regulates PWL compliance) and the courts. Workers can be paid a salary or hourly. Workers don’t have to necessarily be traditional “construction” related workers. The title or

status of the worker is irrelevant. The DIR has determined that engineers doing manual work on public works that are captured in PWL would have to be paid PWL. This includes employees of the contractor or even subcontractors of the contractor.

8.8.4 Limited Exceptions for Reimbursement Agreements. Under Labor Code section 1720(c)(3), an otherwise private development does not require PWL when a local agency “reimburses a private developer for costs that would normally be borne by the public”. This may apply when the Authority is merely a conduit for funds from private parties in the construction of certain public improvements. This exception would not apply when the Authority is administering state or federal grant funds to subgrantees. Please confer with Authority legal counsel for more details if you think this exception may apply.

8.8.5 Limited Exception for De Minimis Public Funds. Under Labor Code section 1720(c)(3), a private development does not require PWL when a local agency only provides de minimis funding to the project. Public funding is “de minimis” when both of the following apply: (i) it is both less than six hundred thousand dollars (\$600,000); and (ii) less than two percent (2%) of the total project cost.

8.8.6 Scope of PWL Application. Generally, if PWL applies to any one component of a project, it applies to the whole project, except (i) when the public agency requires a private developer to perform construction, alteration, demolition, installation, or repair work on a public work of improvement as a condition of regulatory approval of an otherwise private development project, (ii) the public agency contributes no more money, or the equivalent of money, to the overall project than is required to perform this public improvement work, and (iii) the public agency maintains no proprietary interest in the overall project. If the public funding meets that limited application, then only the public improvement work requires PWL and not the entire project. (Lab. Code § 1720(c)(2).)

9. CHANGE ORDERS, CONTRACT AMENDMENTS, AND RENEWALS.

Specific terms regarding change orders and contract amendments and renewals may be found in the specific contracts for those services or goods. However, in the absence of specific terms in a contract for goods or services, the general Policy of the Board shall apply as follows:

9.1 Change Orders/Additions to Existing Contracts. The Plan Manager may approve change orders up to 10% of the original contracted amount or \$50,000, whichever is less, during the term of the contract as long as the additional funds are included in the current year budget and the change order is reasonably within the scope of the existing contract. The Plan Manager shall report contract changes to the Board at each Board meeting. Any change orders above 10% of the original contracted amount or \$50,000, whichever is less, must be approved by the Board. For purposes of this Policy, a “change order” means a written document signed and issued by the Plan Manager or his or her designee, directing the supplier or contractor to make a change or modification to a purchase order or contract. “Change order” may include a contract amendment, modification or additional work reasonably within the scope of the existing contract.

9.2 **Contract Renewals.** The Plan Manager may approve contract renewals for ongoing services from the same contractor without additional Board approval only if all of the following requirements are met:

9.2.1 The terms of the renewal contract are substantially the same as the original contract;

9.2.2 The renewal contract amount is substantially the same as the original contract; provided however, that reasonable escalation costs to account for inflation are allowable costs; and

9.2.3 The additional funds for the renewal contract are included in the current year budget.

The Plan Manager shall report all contract renewals to the Board at each Board meeting. Any material changes to the contract in the renewal will require formal approval by the Board.

10. **EQUAL OPPORTUNITY.** It is the policy of the Authority, consistent with State and Federal law, that race, religion, sex, color, ethnicity, and national origin will not be used as criteria in its business contracting practices. Every effort will be made to ensure that all persons regardless of race, religion, sex, color, ethnicity, and national origin have equal access to contracts and other business opportunities with the Authority.

11. **AMENDMENTS AND UPDATES.** This Policy shall be reviewed annually or as necessary to ensure compliance with changing laws, regulations, or business needs. This Policy may only be amended or revised by action of the Authority's Board.

Record Retention and Destruction Policy of Delta-Mendota Subbasin GSAs Joint Powers Authority

Adopted: _____, 2026

1. **Purpose.** The purpose of this Record Retention and Destruction Policy (this “Policy”) is to ensure that necessary records and documents of the Delta-Mendota Subbasin GSAs JPA (the “Authority”) are adequately protected and maintained, and to ensure that when records that are no longer needed by the Authority, or are of no administrative, fiscal, or legal value, they are destroyed at the proper time and in the proper manner.

2. **Policy.** This Policy represents the Authority’s policy regarding the retention and destruction of all types of records in the Authority’s possession. In addition to the requirements of Government Code section 60201 *et seq.*, the Authority shall comply with the record retention and destruction procedures enumerated in this Policy and the Record Retention Schedule included in **Exhibit “A,”** attached hereto and incorporated herein by this reference. A copy of this Policy shall be available at the Authority’s office, located at 5260 North Palm Ave, Suite 201, Fresno, CA 93704, and will be provided at no charge to any person upon request.

3. **Applicability.** This Policy applies to all physical and electronic records generated or obtained by the Authority during the course of the Authority’s operation, including both original records and reproductions. This Policy does not apply to documents that are not retained in the normal course of business, such as drafts, rough notes or calculations made for the preparation of other documents, etc. (collectively, “Non-Records”). However, if a Non-Record becomes integral to the final product, it shall be retained in accordance with the appropriate Record Retention Schedule.

4. **Administration.**

4.1 **Administrator.** The Authority’s Plan Manager or his or her designee is the officer (“Administrator”) in charge of administering this Policy and implementing processes and procedures to ensure that the Record Retention Schedule is followed. The Administrator is also authorized, from time to time, to (i) ensure that the Record Retention Schedule is in compliance with local, state, and federal laws, and includes the appropriate document and record categories for the Authority; (ii) annually review this Policy; and (iii) provide reports and other information necessary to the Authority’s Board to allow the Board to monitor the Authority’s compliance with this Policy.

4.2 **Inventory and Review.** The Administrator, or his or her designee, will periodically inventory and review Authority records and, in accordance with this Policy and State laws and guidance, promptly dispose of records after the time period identified in the Record

Retention Schedule pursuant to the procedure described in Section 5 below, so long as each said record has fulfilled the administrative, fiscal, or legal function for which it was created.

5. **Retention and Destruction Procedures.** In addition to Government Code section 60201 *et seq.*, the Authority shall comply with the following document destruction and retention procedures:

5.1 **Destruction.** When the Administrator has determined that records have reached the end of their useful life pursuant to this Policy, the Administrator, or his or her designee, must fill out and sign a document destruction form. The original "Document Destruction Request Form" shall be retained at the Authority's office for four years. A copy of the Document Destruction Request Form is attached to this Policy as **Exhibit "B."** Once the Document Destruction Request form has been properly completed, the Authority shall dispose of hard copies of Authority records, papers, or documents by shredding such records, papers, or documents, or providing them to a confidential document shredding operation. Electronic records must be permanently deleted from all storage media, including backups, to ensure that data cannot be reconstructed.

5.2 **Duplicates.** Duplicate records, papers and documents may be destroyed or copied to photographic or electronic media at any time without Board or Administrator authorization.

5.3 **Default Retention Period.** Unless otherwise provided by State statute, all records not specifically mentioned in this Policy shall be retained for a period of not less than two (2) years.

5.4 **Confidentiality.** Any document provided to the public shall have any and all confidential information (i.e., names, addresses, account numbers, medical histories, etc.) redacted from the produced documents.

5.5 **Electronic Records.** Emails and other documents with electronic origins may be kept on a secure data management system pursuant to Secretary of State Guidelines and destroyed pursuant to the Authority's Retention Schedule.

6. **Retention of Scanned Documents as Official Record.** At the Administrator's discretion, the Authority may retain electronic copies of a physical record as the Authority's official record by following the procedures listed below:

6.1 The record, paper, or document is photographed, scanned, or recorded into a trusted data management system that does not permit additions, deletions, or changes to the original document;

6.2 Two (2) separate copies of the document are saved on the management system in .PDF, .JPEG, or other electronic format that does not permit additions, deletions, or changes to the original record image or file; and

6.3 Ensure the Authority is able to easily and securely access the electronic file for the applicable retention period and is able to provide it to the public if requested.¹

If all of the above procedures are met, the Administrator may shred or otherwise destroy the original hard copy.

7. **Suspension of Record Destruction in Event of Litigation or Claims.** In the event the Authority is served with any subpoena or request for documents, or the Authority becomes aware of a governmental investigation or audit concerning the Authority, or the Authority becomes aware of the commencement of any litigation against or concerning the Authority, the Administrator shall ensure that any further destruction of records shall be suspended until such time as the Administrator, with the advice of legal counsel, determines otherwise.

8. **Amendments and Updates.** This Policy will be reviewed annually or as necessary to ensure compliance with changing laws, regulations, or business needs. This Policy and the Record Retention Schedule may only be amended or revised by action of the Authority's Board of Directors.

¹ 2 CCR § 22620.7, 22620.8.

EXHIBIT "A"
DELTA-MENDOTA SUBBASIN GSAS JOINT POWERS AUTHORITY
RECORD RETENTION SCHEDULE

Category	Record Type	Retention Period	Source of Authority
Administrative			
General Correspondence	Routine administrative correspondence (i.e., letters, emails, texts, voicemails)	2 years	Gov. Code §§ 60201, 12236
Authority Records	Agendas, packets, meeting notices, signed minutes, resolutions, ballots, Authority seals, annual financial reports	Permanent	Gov. Code §§ 60201, 12236
Authority Ordinances	Current ordinances adopted by the Agency	Permanent	Gov. Code §§ 60201, 12236
	An ordinance that has been repealed or is otherwise invalid or unenforceable	Invalidation +5 years	
Licenses and Permits	Either issued to or from the Authority	Permanent	Gov. Code §§ 60201, 12236
Non-Hired Applicants	All applications and resumes- whether solicited or unsolicited, results of post-offer, pre-employment physicals, results of any background investigations	4 years	Gov. Code § 12946
Employee Files	Individual attendance records, application forms, job or status change records, performance or evaluations, termination papers, withholding information, garnishments, test results, training and qualification records	4 years	Gov. Code § 12946
Policy and Procedure Manuals	Final versions	Permanent, until revised	Gov. Code §§ 60201, 12236
Major Asset Records	Deeds, mortgages, property assessments and bills of sale	Permanent	Gov. Code §§ 60201, 12236
Reports and Studies	Proposition 218, Proposition 26 studies, feasibility studies	5 years	Gov. Code §§ 60201, 12236
Activity Reports (Annual/Special)	Final reports issued by the agency	2 years	Gov. Code §§ 60201, 12236
Public Records Act Requests	Request, acknowledgment, response	2 years after closure	Gov. Code § 7920.000 et seq.
Public Relations	Clippings, Press Releases, Speeches, Newsletters	2 years	Gov. Code §§ 60201, 12236
Records Destruction Authorization	Final signed form	4 Years	Gov. Code §§ 60201, 12236

Financial Records			
Accounts Payable/Receivable	Invoices, receipts, ledgers	4 years for state funds/ 7 for federal funds	Gov. Code §§ 60201, 12236 ; 26 CFR § 1.6001-1(e)
Budgets	Final adopted budgets	4 years for state funds/ 7 for federal funds	Gov. Code §§ 60201, 12236
Audit Reports	Final audit reports (internal/external)	7 Years	Bus. & Prof. Code § 5097, 16 CCR 68.3
Purchasing & Contracts	Executed contracts, purchasing records (including any proposal that resulted in the contract and all other supporting documentation) <i>Unaccepted bids or proposals are confidential under the California Public Records Act.</i>	4 years after termination or expiration / 7 years if federal funds	Gov. Code §§ 60201, 12236
Employee Compensation Records	Records regarding compensation paid to Authority employees or officers or to independent contractors providing personal or professional services to the Authority, or relates to expense reimbursement to Authority officers or employees or to the use of Authority credit cards or any travel compensation mechanism.	Date of payment + 7 years	Gov. Code § 60201
Payroll Records	Time sheets, W-2 and W-4 Forms, Paystubs, Employee Deduction Authorizations, etc.	4 years	Gov. Code § 12946; 29 CFR § 516.5
Legal Records			
Claims & Litigation Files	Settled claims, litigation files	Permanent	Gov. Code §§ 60201, 12236
Legal Opinions	Legal opinions requested for specific projects	2 years after final action	Gov. Code §§ 60201, 12236
Consultant Reports	Note – check with Authority legal counsel for application of attorney-client or attorney work product privileges	2 years	
Policy and Procedures	Current version with revision history	Permanent	
Conflict of Interest Code		Permanent	
Form 700s	Original Statements of Economic Interests	7 years	Gov. Code § 84109(e).

Miscellaneous

<p>Email records; PDF, Word, Excel, and other similar text-based records</p>	<p>Email and text-based records are not themselves considered a category covered by state retention laws. Similar to any other paper record, email is the medium by which information is transmitted. Retention or destruction of email messages will be based on the information contained in the message and for the purposes they serve.</p> <p>The content of text-based electronic records may vary considerably, and therefore, the Agency must evaluate the content therein to determine the length of time the electronic records must be retained.</p>	<p>Determine based on content of record</p>	
<p>Video Records (physical and digital/electronic)</p>		<p>1 year</p>	<p>Gov. Code § 53160.</p>

EXHIBIT "B"
DELTA-MENDOTA SUBBASIN GSAS JOINT POWERS AUTHORITY
DOCUMENT DESTRUCTION REQUEST

TO: File

FROM: Administrator

SUBJECT: Request for Destruction of Obsolete Record

I am requesting approval to destroy the obsolete records listed below:

DATE OF RECORD	DESCRIPTION

APPROVED:

CONSENT

 Administrator

 Legal Counsel

Date: _____

Date: _____

The obsolete records described above were destroyed under my supervision using the following method:

- Shredding
- Other

I certify that such destruction meets the requirements of the Records Retention and Destruction Policy of Delta-Mendota Subbasin GSAs Joint Powers Authority and all applicable requirements of State and Federal law.

 Administrator

 Date

**PROFESSIONAL SERVICES AGREEMENT
TERMS & CONDITIONS**

The following Standard Terms and Conditions, together with the attached scope of services dated [REDACTED], 20__ (the "Services"), constitute the terms of this agreement for professional and/or engineering services ("Agreement") between Woodard & Curran, Inc. (referred to herein as "Consultant"), and [REDACTED] ("Client"), with an address of [REDACTED], with respect to the performance of the Services and with respect to any additional or future agreed upon scopes of services that reference and incorporate this Agreement. The parties shall be individually and collectively referred to herein respectively as a "Party" or the "Parties".

WHEREAS, it is the desire of the Client to contract with the Consultant for the Services; and Consultant desires to perform the Services.

NOW THEREFORE, the parties hereto agree as follows:

1. The Services. Consultant shall perform the Services described in the attached proposal.

- 1.1 Assumptions. The Consultant's Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the attached proposal.
- 1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the scope of Services or work to be performed. If the scope of Services is changed in a manner that will increase or decrease Consultant's costs or the time required to perform the Services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

2. Consultant's Responsibilities

- 2.1 Consultant shall be responsible for the following:
 - 2.1.1 Consultant will perform all work in accordance with the scope of Services set forth in the attached proposal.
 - 2.1.2 Consultant will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of services, and it is agreed that Consultant is not a fiduciary or municipal advisor to the Client.
 - 2.1.3 Consultant shall make reasonable professional efforts to comply with all applicable laws and regulations applicable to Consultant's performance of the Services.
 - 2.1.4 Consultant shall assign a project manager to act as Consultant's representative with respect to the Services to be rendered under this Agreement.
 - 2.1.5 Consultant shall have and maintain all applicable professional licenses and permits required to perform the Services.
 - 2.1.6 When providing technology-based services, Consultant shall maintain a data-security program that is consistent with industry standards, and will use processes and tools readily available in the marketplace. The parties recognize that due to constant advancements and rapidly changing risks inherent in the field of data technology, which are beyond the control of Consultant and Client, as long as Consultant observes the standard of care, Consultant is not responsible for any damages, claims, incidents pertaining to said data-security program.

3. Client's Responsibilities

- 3.1 Client shall do the following in a timely manner so as not to delay the services of Consultant:
 - 3.1.1 Designate in writing a person to act as Client's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and

define Client's policies and decisions with respect to Consultant's Services. Such person shall have complete authority to bind Client financially with respect to the payment of the Services to be rendered under this Agreement.

3.1.2 Provide all criteria and full information as to Client's requirements for the project relative to the scope of Services (the "Project"), including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.

3.1.3 Provide Consultant with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Consultant shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the Services under this Agreement.

3.1.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant; and provide written comments within a reasonable time so as not to delay the Services of Consultant.

3.1.5 Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that may affect the Services or timing of the Services.

3.1.6 Ensure Consultant, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Services.

3.1.7 If applicable, retain its own Independent Registered Municipal Advisor ("IRMA") pursuant to the Municipal Advisor Rule of the Securities and Exchange Commission, and rely upon such advisor, it being the understanding that Consultant is not providing the services of an IRMA.

4. Subcontracts

4.1 If requested by Client, the Consultant will recommend that the Client engage the services of laboratories, testing services, specialized equipment providers, subconsultants, or other such third parties in connection with the Project. Payment to these third parties will be made directly by the Client and the Consultant is not responsible for the Client's use of such third parties or for such third parties' means and methods and will not be liable for their errors or omissions.

4.2 In the alternative, Consultant may subcontract any portion of the Services to a subcontractor, and the Consultant will add a surcharge as stated in the proposal or scope of service, or, if not so stated, a surcharge of 10% on invoices paid directly by the Consultant for laboratories, testing services, specialized equipment providers, subconsultants, or other such third-parties, and that surcharge will be reflected on Consultant's monthly invoices submitted to Client.

5. Billing and Payment

5.1 Client shall pay Consultant in accordance with the payment methods, rates, and charges set forth in the scope of Services set forth in the proposal or otherwise agreed upon. Consultant will submit monthly invoices for services rendered and expenses incurred during the previous period.

5.2 Payment will be due upon receipt of Consultant's invoice. Payments due Consultant and unpaid under the terms of this Agreement shall bear interest from thirty (30) days after the date payment is due at the rate of one and one half (1.5) percent per month and as permitted by applicable local law until paid in full. In the event that Consultant is compelled to take action to collect past due payments, the Client will reimburse Consultant for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.

5.3 If applicable, Reimbursable Expenses include actual expenditures made by Consultant, including, but not limited to:

5.3.1 transportation and living expenses incurred in connection with travel on behalf of the Client;

5.3.2 overnight or priority postage and costs for special handling of documents;

- 5.3.3 renderings and models requested by the Client;
 - 5.3.4 expense of overtime work requiring higher than regular rates;
 - 5.3.5 automobile expenses for personal vehicles at the prevailing Internal Revenue Service (IRS) reimbursement rate, plus toll charges, for travel in conduct of the work, or rental of vehicles plus gasoline and toll charges for traveling to conduct the work;
 - 5.3.6 use of company field vehicle will be charged according to Consultant's current rates;
 - 5.3.7 charges for materials and equipment provided directly by Consultant will be billed according to Consultant's current rates;
 - 5.3.8 purchase or rental of standard equipment and other supplies necessary to conduct the work;
 - 5.3.9 computer, drafting, typing and other services or labor provided by outside contract personnel or vendors.
- 5.4 If applicable, Miscellaneous Direct Expenses will be billed to the Client's project(s) each month at 3% (or as otherwise set forth in the scope of Services) of the current month's labor fee (including project contract labor fee) to compensate Consultant for expenditures for miscellaneous administrative costs such as production and communication/technological expenses incurred on the Client's project(s).
- 5.5 If the Project is suspended or abandoned in whole or part, Consultant shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted between the Client and Consultant.
- 5.6 No deductions shall be made from Consultant's compensation on account of sums withheld from payments to contractors, nor shall payment to Consultant be contingent upon financing arrangements or receipt of payment from any third party.
- 5.7 If the Client fails to make payment when due Consultant for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, Consultant may, upon seven days' written notice to Client, suspend performance of the Services under this Agreement. Unless payment in full is received by Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of Services, Consultant shall have no liability to Client for delay or damage caused to Client or others because of such suspension of Services.
- 5.8 If Client objects to all or part of any invoice, Client shall notify Consultant in writing within two weeks of the date of the invoice, and shall pay the portion of the invoice in accordance with Paragraph 5.2. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If the dispute is resolved in favor of Consultant, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.2 of this Agreement.
- 5.9 If circumstances or conditions not originally contemplated or known to Consultant are revealed and affect the Services, compensation, schedule, allocation of risks or other material terms of this Agreement, Consultant shall be entitled to an appropriate adjustment in its schedule, compensation or other terms of the Agreement in accordance with its standard rates. Changed conditions include, but are not limited to, the following: (i) change in the instructions or approvals given by Client that necessitate revisions in the instruments of service; (ii) decisions of the Client not rendered in a timely manner; (iii) significant change in the Project including, but not limited to, size, quality, complexity, Client's schedule or budget, or procurement method; (iv) failure of performance on the part of the Client or the Client's consultants or contractors; (v) revision of documents (drawings and/or specifications) to reflect construction cost modifications; (vi) modifications to any construction phase drawings and specifications due to changes in program, size, quality, complexity, schedule, construction cost, financing, or method of bidding; (vii) additional program, feasibility or planning studies for this or other project sites;

or (viii) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to the Services.

6. Ownership and Use of Documents

- 6.1 All documents including drawings and specifications prepared or furnished by Consultant (and Consultant's subcontractors and subconsultants) pursuant to this Agreement are instruments of service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may take and retain copies for information and reference in connection with the use and occupancy of the Project by Client; however, such documents are not intended nor represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors and consultants, and Client shall defend and indemnify Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any verification or adaptation will entitle Consultant to further compensation rates to be agreed upon by Client and Consultant.
- 6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Consultant's rights under this section.

7. Limitation of Liability

- 7.1 The total liability, in the aggregate, of Consultant and Consultant's affiliates, subsidiaries, parent, officers, directors, employees, agents, subcontractors and subconsultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's Services, the Project or this Agreement, from any cause or causes whatsoever shall not exceed the greater of two times the fee for the applicable Services or the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Client's claims under Consultant's applicable insurance policies subject to the minimum stated policy limits set forth herein. This limitation shall apply regardless of available insurance coverage, cause(s) or theories of liability, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, or breach of warranty of Consultant or Consultant's affiliates, subsidiaries, parent, officers, directors, employees, agents or subcontractors or subconsultants, or any of them. Client may negotiate a higher limitation for additional consideration.
- 7.2 Neither Party shall be responsible or held liable to the other for special, punitive, exemplary, indirect, incidental or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

8. Insurance

- 8.1 Consultant is protected by Workers' Compensation Insurance in statutory amounts; General Liability Insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and Professional Liability Insurance of \$1,000,000 per claim and in the aggregate. Consultant will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits, and list Client as a certificate holder. The Client and Consultant waive all of their and their respective insurers' rights of subrogation against each other to the extent any loss is covered by their applicable insurance policies. Furthermore, the Client shall require that any of its retained subcontractors list the Consultant as an additional insured on their applicable insurance policies, and that such subcontractors and their insurers waive their rights of subrogation against Consultant.

9. Indemnification Hold Harmless

- 9.1 Consultant agrees to indemnify and hold Client, its affiliates, subsidiaries, directors, shareholders, and employees harmless from and against all third-party claims resulting in a judgment, or damages ("Losses") to the proportionate extent such Losses are caused by Consultant's negligent acts or negligent omissions.
- 9.2 Client agrees to indemnify and hold Consultant, its affiliates, subsidiaries, directors, shareholders, and employees harmless from and against all third-party claims resulting in Losses to the proportionate extent such Losses are caused by Client's negligent acts or negligent omissions.

10. Delays/Force Majeure

10.1 Neither Party shall hold the other Party responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other Party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include but not be limited to weather affecting performance of services, floods, epidemics, pandemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either Party, make this Agreement subject to termination or to renegotiation. Both parties acknowledge that Consultant does not have control over the review and approval times required by any public authorities that may have jurisdiction over the Project and any Project times shall be equitably adjusted by the parties to account for such review and approval process.

11. Estimates of Opinions of Cost

11.1 If applicable, any estimates or opinions of Project or construction costs are provided by Consultant on the basis of Consultant's experience and qualifications as a Consultant and represents its best judgment as an experienced and qualified Consultant familiar with the construction industry. Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bid or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Consultant. Similarly, since Consultant has no control over building operation and/or maintenance costs, Consultant cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Consultant. No fixed limit of construction costs is established as a part of this Agreement.

12. Notice

12.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the other Party at the address set forth in the first paragraph of this Agreement. Notices may also be given by personal delivery or sent via a regionally recognized overnight carrier (i.e. FedEx, UPS). Notices shall be deemed given when delivered.

13. Dispute Resolution

13.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any Party may give the other Party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the Project personnel involved in the Controversy shall, within five business days after delivery of such notice, establish a plan to meet at a mutually acceptable time and place no later than ten business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either Party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence.

13.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at a Consultant's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.

14. Termination

14.1 Either Party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written notice to the other Party ("Notice of Termination"). The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, Client shall pay Consultant for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

14.2 Either Party shall have the right to terminate this Agreement for cause if the other Party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A notice containing specific reasons for termination ("Notice of Default") shall be sent to the defaulting Party, and both Parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting Party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting Party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting Party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Consultant shall be paid the same as in the case of termination for convenience and the Parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

15. Health and Safety

15.1 Consultant and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Consultant determines in its sole discretion to be unsafe or unhealthy, Consultant shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both Parties shall enter into good faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Consultant may terminate this Agreement in accordance with Paragraph 14.1.

15.2 Consultant will not implement or be responsible for health or safety procedures for any other persons other than for its own employees. Consultant shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the scope of Services, Consultant's observation and testing of portions of the work of other parties on a Project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications, and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

16. Construction Contract Responsibilities

16.1 Where the scope of Services includes the performance of any Services during the construction phase of the Project, Consultant and Client agree to the following:

16.1.1 It is understood that the purpose of any such services (including any visits to the Project site) will be to enable Consultant to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of Client's construction contractor(s) ("Contractor") will conform generally to the contract documents and has been implemented and preserved by Contractor(s). Consultant shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. Consultant does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's(s') failure to furnish and perform its (their) work in accordance with the contract documents. Client shall include a requirement in all construction phase contracts requiring that the Contractor(s) shall indemnify, defend and hold the Consultant harmless from any and all claims, demands, causes of action, damages, costs, fines, penalties and expenses,

including attorneys' fees, property damage, environmental damage, bodily injury, personal injury, losses, or liability based on, arising out of or alleged to arise from the Contractor's(s') performance of the work described in the construction phase contracts.

16.1.2 If Consultant's contract with the Client so requires, Consultant shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Consultant's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

17. Environmental Conditions and Subsurface Risks

17.1 Where the scope of Services includes or requires on-site work, visits, investigations, or explorations, Consultant and Client agree to the following:

17.1.1 Hazardous Substances. Client acknowledges that Consultant has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "Hazardous Substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Consultant harmless from and against any and all claims, damages, losses, fines, suits or causes of action relating to personal injury, property damage, non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent that such claims are based on or arise from the existence or release of any Hazardous Substances.

17.1.2 Client's Duty to Notify Consultant of Hazards. Client shall provide Consultant with all information known to Client with respect to the existence or suspected existence of any Hazardous Substances at, on, or in close proximity to the Project site. Client will advise Consultant immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

17.1.3 Consultant shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

17.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Consultant shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Consultant does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Consultant's performance of any work at the Project site.

17.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Consultant to make the planned borings, explorations, or field tests. Consultant will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Consultant's operations, or the operations of any person or entity engaged by Consultant in the performance of the Services under this agreement. If Consultant is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Consultant's fee.

17.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental,

geological, and geotechnical conditions that the Consultant properly inferred to exist between sampling points may differ significantly from those that actually exists. The Client acknowledges these risks.

17.1.7 Consultant will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Consultant will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Consultant observes such standard of care, Consultant will not be responsible for any unavoidable damage, injury, or interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Consultant's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Consultant by Client or by any other party, or which could not have been reasonably identified by Consultant.

18. Samples

18.1 Where the scope of Services involves the collection of non-hazardous or hazardous samples, Consultant and Client agree to the following:

18.1.1 Non-Hazardous Samples. Consultant will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Consultant's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Consultant will ship such samples to the location designated by Client, at Client's expense. Consultant may, upon written request, arrange for storage of samples at Consultant's offices at mutually agreed storage charges. Consultant will not give Client prior notice of intention to dispose of samples.

18.1.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Consultant shall, at its option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Consultant will store such samples at Client's expense and Client will pay an additional fee as charged by Consultant in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

19. Miscellaneous

19.1 This Agreement shall be governed and construed in accordance with the laws of the state where the Project is located.

19.2 Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the state where the Project is located, and each Party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

19.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

19.4 The Client and Consultant respectively, bind themselves, their partners, successors, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, assigns and legal representatives of such Party with respect to all covenants of this Agreement. Neither the Client nor Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

19.5 This Agreement represents the entire and integrated Agreement between the Client and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Consultant.

19.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.



19.7 The parties acknowledge and agree that, due to local licensing and other laws and regulations, Consultant may be required to perform services in the name of an affiliate or subsidiary for certain jurisdictions, primarily:

- a) Ohio, North Carolina, Virginia, Michigan, Vermont – Woodard & Curran Engineering and Geological Services, P.A.
- b) New York – Woodard & Curran Engineering and Geological Services, P.A. P.C.

In the event Client requests services in the states identified above, the parties agree and acknowledge that the requested services may be performed in the name of the affiliate or subsidiary identified above under the terms and conditions of this Agreement.

(Signatures on next page)



IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below

CONSULTANT:

WOODARD & CURRAN, INC.

By: _____

Printed: _____

Title: _____

Thereunto duly authorized

Date: _____

CLIENT:

[INSERT CLIENT NAME]

By: _____

Printed: _____

Title: _____

Thereunto duly authorized

Date: _____



San Luis & Delta-Mendota Water Authority
 SGM Round 1 Grant Administration for March & April 2026

Fee Estimate
 February 25, 2026

Tasks	Assumptions	Labor				Total Hours	Total Labor Costs (1)	Total Fee
		Leslie Dumas	Ryan Hirano	Natalie Cochran	Alex Li			
		Project Manager/PIC	Grant Admin	Grant Admin Support	Project Support			
Task 1: 2022 Sustainable Groundwater Management (SGM) Grant Administration		\$380	\$300	\$330	\$160			
1.A Quarterly Progress Report and Reimbursement Report	1 quarterly reimbursement requests	4	16	4		24	\$7,640	\$7,640
1.B Final Component Completion Reports	Ongoing support for component completion reports	8	8			16	\$5,440	\$5,440
1.C Grant Agreement Amendment	Completion of Amendment 6	8	4			12	\$4,240	\$4,240
1.D Grant-Related Communications	Coordination with LPS	10	12		4	26	\$8,040	\$8,040
1.E Contingency		4	8	4		16	\$5,240	\$5,240
Subtotal Task 1:		34	48	8	4	94	\$30,600	\$30,600
TOTAL		34	48	8	4	94	\$30,600	\$30,600

1. The individual hourly rates include salary, overhead and profit.
2. Subconsultants will be billed at actual cost plus 10%.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
4. W&C reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.
5. Additional Woodard & Curran staff may perform work on the project, based on our standard billing rate schedule currently in effect.

**SGMA Support – Sustainable Groundwater Management (SGM) Round 1 Grant
Administration**

Detailed Interim Scope of Work for March 2026 – April 2026

Task 1: SGM Round 1 Grant Administration

This task includes all activities to support the Delta-Mendota Subbasin GSAs in the administration of a grant agreement for the 2021 Sustainable Groundwater Management (SGM) Round 1 grant funding for critically-overdrafted groundwater basins. The fee and scope associated with this task order is for grant administration support during the period from March 1, 2026 through April 30, 2026, and is not inclusive of all administrative costs that may be incurred during the five-year grant implementation period. This estimate also recognizes that the grant agreement work completion date of March 31, 2027 and grant closure date is April 15, 2027.

Woodard & Curran will perform grant administration and coordination activities for the SGM R1 Grant on behalf of Del Puerto Water District and the Local Project Sponsors (LPS) and in coordination with the Delta-Mendota Subbasin Joint Powers of Authority (JPA). Woodard & Curran will coordinate with Del Puerto Water District and the LPS to fulfill grant administration requirements. Each LPS will be responsible for coordinating with and relaying information to Woodard & Curran.

Subtask 1.A - Quarterly Progress Report and Reimbursement Report

Woodard & Curran will develop one Quarterly Progress Report (QPR) and reimbursement requests to submit to DWR, as required by the terms of Grant Agreement 4600014644 for disbursement of grant funds, to be submitted to DWR by May 30, 2026. (Without extension of this contract, Woodard & Curran will not be responsible for the invoice submittal nor any work associated with approval of that submittal after April 30, 2026). Per the Agreement, the QPRs will follow the template provided by DWR's Project Manager and will include a brief description of work performed, Grantee activities, milestones achieved, deliverables completed, any other accomplishments, and any problems encountered during the reporting period.

The quarterly report and reimbursement request includes outreach to each applicable LPS and/or GSA, compiling and confirming requested information, and finalizing the information to submit to DWR for the 13 different components contained in Amendment 5 of the grant agreement.

Subtask 1.B - Final Component Completion Reports

The Grant Agreement requires a Component Completion Report for each component aside from Component 1: Grant Administration. The Grant Agreement explains that each Component Completion Report must include a description of work completed, any changes or amendments to each component, a final schedule of actual progress versus planned progress, and inclusion of copies of final documents or reports generated or utilized for each project. This task also covers ongoing coordination of Component Completion Reports prepared during FY25/26 by the individual LPS, which will be submitted to DWR once all component work has been completed.

Subtask 1.C- Grant Agreement Amendment

Woodard & Curran is currently coordinating with DWR for the preparation and execution of Grant

Agreement Amendment Number 6 for the extension of the grant completion date and additional modifications to the scope and fees for the various components covered by the grant agreement. If any additional grant agreement amendments are requested by a LPS(s) or GSA(s), Woodard & Curran will request authorization for preparation of the amendment, and track, document, and report all time in the preparation and execution of the grant agreement amendment so that time and materials used to secure the requested amendment is billed solely to the requesting LPS(s) and/or GSA(s) if so desired by the JPA.

Subtask 1.D - Grant-Related Communications

Woodard & Curran will be responsible for general communications with Del Puerto Water District, LPS/GSA staff, JPA staff, and DWR as needed to fulfill requirements associated with grant administration.

Subtask 1.E - Contingency

Additional coordination or reporting may be required to fulfill Agreement requirements. Authorization from LPSs and GSAs is required before work and expenditures may commence.



TO: Board of Directors
Agenda Item No. 15

FROM: Taylor Blakslee, Hallmark Group

DATE: March 9, 2026

SUBJECT: Approval of the Guidance Document for Groundwater Monitoring

Recommendation

Approve the guidance document for groundwater monitoring.

Discussion

On December 12, 2026, the DM Coordination Committee approved the development of a guidance document for groundwater monitoring to maintain accountability and ensure consistent QA/QC of data before it is entered into the DMS.

Kait Palys (INTERA) drafted the guidance document and gained input from EKI. A draft of the guidance document was shared with the DM Subbasin JPA technical ad hoc committee for consideration on February 26, 2026.

Staff is seeking Board direction on two policy considerations, which are also outlined in Attachment 1:

1. Should the JPA Board establish a deadline for implementing a Replacement RMS when an existing RMS can no longer be monitored?
 - a. If yes, is a two-year deadline appropriate?
 - b. If no, what alternative accountability measure should be used to ensure adequate data coverage and reliability?

2. Should the JPA Board establish a deadline for identifying a Proxy Site when an RMS is temporarily unavailable?
 - a. If yes, is two months appropriate (to support groundwater level monitoring before the next quarterly event)?
 - b. If no, what alternative accountability measure should be used to maintain sufficient data density and reliability?

Note for Reviewer

Two items remain highlighted for JPA Board direction.

1. Should the JPA Board establish a deadline for implementing a Replacement RMS when an existing RMS can no longer be monitored?

- If yes, is a **two-year deadline** appropriate?
- If no, what alternative accountability measure should be used to ensure adequate data coverage and reliability?

Note: The allowable duration for use of a Proxy Site is tied to the timeline for implementing a Replacement RMS. In many cases, a Proxy Site may ultimately become the Replacement RMS.

2. Should the JPA Board establish a deadline for identifying a Proxy Site when an RMS is temporarily unavailable?

- If yes, is **two months** appropriate (to support groundwater level monitoring before the next quarterly event)?
- If no, what alternative accountability measure should be used to maintain sufficient data density and reliability?

Note: Different timelines could be considered for groundwater quality or land subsidence due to less frequent monitoring.

Definitions

- **RMS** – Permanent representative monitoring site identified in the Groundwater Sustainability Plan
- **Proxy Site** – Temporary monitoring site used in place of an RMS
- **Replacement RMS** – Permanent site that replaces an RMS that can no longer be monitored

Delta-Mendota Subbasin

FEBRUARY 2026

MONITORING IMPLEMENTATION GUIDELINES

**DELTA -
MENDOTA
SGMA**

Table of Contents

Introduction	1
Guidelines for Monitoring Results Quality Assurance & Quality Control.....	2
Groundwater Levels Monitoring Results QA/QC	3
Step 1. Assessment of Representativeness of Groundwater Level Monitoring Results	3
Step 2. GSA Action Needed	6
Step 3. Preparation for Next Regular Monitoring Event	7
Groundwater Quality Monitoring Results QA/QC	7
Step 1. Assessment of Representativeness of Groundwater Quality Monitoring Results	8
Step 2. GSA Action Needed	10
Step 3. Preparation for Next Regular Monitoring Event	11
Land Subsidence Monitoring Results QA/QC	11
Step 1. Assessment of Representativeness of Monitoring Results	12
Step 2. GSA Action Needed	13
Step 3. Preparation for Next Regular Monitoring Event	14
Interconnected Surface Water Monitoring Results QA/QC	14
Guidelines for Internal Reporting of “No Measurement” and Anomalous Monitoring Results...	15
Reporting “No Measurement”	15
Reporting Anomalous Monitoring Results.....	15
Guidelines for Proxy and Replacement Monitoring Sites	16
Proxy Monitoring Sites	16
When to Use a Proxy Site in Place of a Representative Monitoring Site.....	17
Criteria for Proxy Site Selection	17
Protocol for Internal Notification and Implementation of Proxy Site Use.....	18
Replacement Monitoring Sites	19
When to Replace a Representative Monitoring Site.....	19
Criteria for Replacement Representative Monitoring Site Selection	19

Protocol for Internal Notification and Implementation of a Replacement Representative
Monitoring Site 20

Approved Exceptions to Monitoring 21

When to Report a “No Measurement” 21

Adaptive Use and Future Revisions of the Guidelines 24

Attachments

Attachment A Section 14.2 Description of Monitoring Network (Delta-Mendota Subbasin’s 2024 Groundwater Sustainability Plan)

Attachment B Groundwater Level Monitoring Result QA/QC Checklist for GSAs

Attachment C Groundwater Quality Monitoring Result QA/QC Checklist for GSAs

Attachment D Land Subsidence Monitoring Result QA/QC Checklist for GSAs

Acronyms

DMS Data Management System

DWR Department of Water Resources

GSA Groundwater Sustainability Agency

ID Identification Code

InSAR Interferometric Synthetic Aperture Radar

NASA National Aeronautics and Space Administration

PRP Pumping Reduction Plan

USBR United States Bureau of Reclamation

RMS Representative Monitoring Network

QA/QC Quality Assurance/Quality Control

Important Terms

Proxy Site Temporary monitoring site to surrogate for RMS

Replacement RMS Monitoring site to permanently replace existing RMS that can no longer be monitored

RMS Permanent representative monitoring site identified in the Groundwater Sustainability Plan

Introduction

The Delta-Mendota Subbasin's Monitoring Implementation Guidelines establish Subbasin-wide standardized protocols for implementing monitoring commitments, promote a shared understanding of data quality expectations, and serve as a centralized reference to support Groundwater Sustainability Agency (GSA) staff in monitoring results reporting, data quality control, and monitoring network revisions.

The main goal of the Guidelines is to enhance the quality and reliability of monitoring data. These results inform groundwater modeling, hydrogeologic analyses, annual threshold assessments, action plans for exceedances, and regular reporting. Performing quality assurance and quality control (QA/QC) of data quality and representativeness prior to upload to the Data Management System (DMS) (which automatically populates the Subbasin's Pumping Reduction Plan (PRP) dashboard) significantly reduces the risk of unnecessary management actions or inaccurate reporting of undesirable results.

These Guidelines focus on the steps taken after receipt of monitoring results and on preparation for subsequent rounds of groundwater level, groundwater quality, and land subsidence monitoring. Guidance and protocols for data collection and monitoring during field activities and laboratory analyses are available in Section 14.3 of the July 2024 Groundwater Sustainability Plan.

The Monitoring Implementation Guidelines consist of three primary components designed to support consistent, accurate, and defensible monitoring implementation across the Subbasin:

- 1. Monitoring Results Quality Assurance, and Quality Control (QA/QC)**

This section describes the procedures that GSA staff shall follow after receiving monitoring results and prior to reporting data to the DMS or PRP Dashboard. The guidance includes methods for evaluating data quality and representativeness, as well as identifying and documenting appropriate actions when monitoring results are determined to be unrepresentative, uncertain, or anomalous.

- 2. Internal Reporting Protocols for "No Measurement" and Anomalous Monitoring Results**

This section outlines standardized protocols for internal reporting of monitoring results within the Subbasin's DMS and PRP Dashboard. It includes procedures for reporting and documenting anomalous data and addressing situations in which a representative monitoring site could not be monitored during a given monitoring period.

3. Proxy and Replacement Monitoring Sites

This section defines the criteria and process for determining when use of a Proxy Site is appropriate and when identification and implementation of a replacement monitoring site are required. It also identifies the unique circumstances in which it is appropriate to take no measurement. Guidance is provided to ensure continuity of monitoring and consistency with Subbasin-wide monitoring objectives. **FIGURE 2** provides a decision flowchart to guide GSAs in evaluating when a Proxy Well should be used and when a Replacement Well is warranted.

To support GSA staff with abbreviated guidance, checklists are available in the following appendices:

- **ATTACHMENT B**– Groundwater Level Monitoring Result QA/QC for GSAs (
- **ATTACHMENT C**– Groundwater Quality Monitoring Result QA/QC for GSAs
- **ATTACHMENT D**– Land Subsidence Monitoring Result QA/QC for GSAs

Guidelines for Monitoring Results Quality Assurance & Quality Control

This section provides guidance on the review and decision-making steps required between receipt of monitoring results and formal reporting in the DMS and PRP Dashboard. It addresses evaluation of data quality and representativeness and identifies required documentation and follow-up actions when results differ from established expectations. **FIGURE 1** clarifies the steps explained in this section of the Guidelines (in green).



Figure 1 Monitoring Implementation Steps

Groundwater Levels Monitoring Results QA/QC

To ensure data integrity, GSA staff must evaluate the representativeness and accuracy of groundwater level monitoring results *before* uploading them to the DMS or PRP Dashboard. This validation QA/QC is essential to prevent non-representative or anomalous data from skewing exceedance reporting, subsequent analyses, and the identification of need for exceedance action plans.

Step 1. Assessment of Representativeness of Groundwater Level Monitoring Results

This guide assists GSA staff in assessing the representativeness of groundwater level data. GSA staff should pay special attention to recognizing the influence of pumping and to identifying potential issues with aquifer characterization, such as when a well screened in a lower confined aquifer displays groundwater level patterns typical of an upper unconfined aquifer potentially due to cross-screening of aquifers (composite well).

Indicators of a Representative Result

For a monitoring site (Representative Monitoring Site [RMS] or Proxy Site) to produce data considered representative, it must have a sufficient historical record and frequency of data to evaluate trend and seasonal pattern as required by SGMA (§ 356.4(b)(1)). Specifically, to evaluate statistical significance, the site must have at least four prior measurements (ideally at least two from the seasonal low period and two from the seasonal high period).

- Sites meeting this requirement: Data demonstrating the consistent patterns below can be considered representative of aquifer conditions.
- Sites *not* meeting this requirement: Results are considered to have uncertain representativeness until a sufficient multi-year record has been established (Sites that have a minimum of 4 measurements will be considered to have sufficient data to evaluate trend; however above criteria will be required to evaluate the seasonality of the data).

For wells that meet the sufficient historic data requirement, these patterns suggest the well is accurately measuring the natural or regional aquifer conditions.

Gradual, Seasonal Trends: The hydrograph shows smooth, logical changes that align with the season (e.g., gradual decline during dry summer/fall months, recovery during wet winter/spring months).

Spatial Consistency: The groundwater level and trend are logically consistent with nearby wells screened in the same aquifer, showing a coherent regional gradient.

Expected Pumping Signal (if applicable): For wells in areas of known seasonal pumping, the hydrograph shows a consistent, predictable seasonal drawdown that recovers predictably during non-pumping periods. This pattern is repeatable year-over-year. (Special care should be given to consider whether a water level represents “true” static conditions as recent pumping or nearby pumping may be indicative of recovering water levels or well interference).

Appropriate Aquifer Response: The well's response matches its designated aquifer type. A confined aquifer well shows minimal, dampened response to local precipitation and exhibits higher, stable pressures. An unconfined aquifer well shows a more pronounced and direct response to recharge events. (Recharge events may occur rapidly in some shallow settings; especially near primary recharge sources; water level may only recover over timeslips of days to weeks and only be effectively captured by continuous monitoring using pressure transducers).

Indicators of an Unrepresentative Result

The following indicators may serve as potential QA/QC red flags suggesting the data point is anomalous or invalid and should not be uploaded to the DMS or PRP Dashboard without investigation.

Instrument/Measurement Error:

- A. **Static Reading:** The exact same value reported for multiple consecutive measurements. (This may be indicative of an obstruction in the well or sounding tube).
- B. **Physically Impossible Change:** A dramatic rise or fall (e.g., tens of feet) between two consecutive measurements that cannot be explained by hydrology (This may be due to plugging of the screen where the well is no longer in direct communication with the aquifer; wells that are not frequently pumped and/or wells with poor water quality or bacterial issues are susceptible to this outcome).
- C. **Dry Well:** The measurement indicates the groundwater level is below the well's screened interval.

Direct Pumping Interference:

- A. **Sharp, Uncorrelated Drawdown:** A sudden, steep decline in groundwater level that is inconsistent with the gradual regional trend or known seasonal pumping cycles.
- B. **No Recovery:** The groundwater level drops and remains low without any sign of recovery, suggesting potential dewatering or sustained local pumping stress unrepresentative of the broader aquifer.

Clear Aquifer Mischaracterization:

- A. **Confined Aquifer Acting as Unconfined:** A well logged as completed in a deep, confined aquifer shows a groundwater level pattern identical to a shallow well, including rapid, large-magnitude responses to single rain events. This strongly suggests the well may be incorrectly screened, is leaking, is collapsed, or is actually drawing from the shallow aquifer.

Indicators of Uncertain Representativeness

These patterns require professional judgment and likely warrant notation, continued monitoring, and possibly consultation or follow-up investigation such as a down-well camera inspection before the data are finalized.

Incomplete Historical Record

- A. **Insufficient Historical Record to Evaluate Trend and Seasonality of Data:** The RMS or Proxy Site has fewer than four prior measurements (preferably taken from both the in the seasonal groundwater level low (fall) and seasonal high (spring) periods) to reflect the groundwater levels under two water year cycles or less than four samples are available to evaluate trend.

Ambiguous Pumping Influence:

- B. **Irregular Fluctuations:** The hydrograph shows frequent, small spikes or dips that disrupt an otherwise smooth seasonal trend. This may indicate intermittent pumping from the well itself or a nearby well, making it difficult to isolate the natural groundwater level.
- C. **Delayed or Attenuated Recovery:** After a pumping season, the groundwater level recovers but not to the previous seasonal high, or the recovery is slower than in prior years. This may indicate a change in recharge or increasing stress. (Continuous monitoring with multiple years of data covering at least one water cycle may be required to evaluate this potential pattern).

Potential Aquifer Communication:

- A. **Dampened but Present Signal:** A confined aquifer well shows a subtle but clear seasonal trend that is synchronized with, but smaller than, the trend in overlying unconfined aquifer wells. This may indicate mild vertical leakage or a semi-confined condition, and the result may still be representative of the deeper aquifer pressure with this understood influence.
- B. **Gradual Trend Divergence:** Over multiple years, the groundwater level trend in a confined aquifer well slowly begins to diverge from the regional trend of other wells in the same aquifer, starting to follow the pattern of the upper aquifer more closely. This

could indicate downward flow in a well screened in multiple aquifers, a developing well integrity issue or changing subsurface conditions.

- C. **Shallow (Interconnected Surface Water) Well Lacking Stream Influence:** A shallow well near a stream or river shows extreme fluctuations or a declining trend while stream stages remain stable or high. This indicates the well may not be in effective hydraulic connection with the surface water body as assumed, potentially due to being screened too deep, located behind an impermeable barrier, or influenced by an isolated local groundwater pump. This result may indicate the stream is not interconnected with the groundwater, and the data at this site may still be useful. The Subbasin Technical consultants are tasked with interpreting results in these instances considering multiple line of inquiry such as water quality data of the surface water and groundwater systems, if available.
- D. **Contextual Discrepancy:** The measurement itself seems valid, but it is an outlier compared with all neighboring wells in the same aquifer. There is no immediately obvious reason (like a known barrier or pumping center), requiring further spatial analysis.

Step 2. GSA Action Needed

Representative Result

When a result is considered representative, continue monitoring and reporting as usual. No additional action is needed.

Unrepresentative Result

The following are actions for GSAs to consider after a groundwater level measurement appears unrepresentative.

- A. **Required:** Notify the Subbasin's Technical Consultant (see **Guidelines for Internal Reporting of "No Measurement" and Anomalous Monitoring Results**).
- B. **Recommended:** Arrange a confirmation measurement as soon as possible to measure the groundwater levels at the site. To maintain representativeness, it is important to obtain the confirmation measurement within two weeks of the uncertain result being identified. In the event this is impossible, or if groundwater management conditions have changed significantly within that two-week window, resume monitoring at the next scheduled monitoring event. The age, condition and current use of the well should also be evaluated to determine if well integrity may be an issue for continued use as a RMS.

Uncertain Representativeness of Result

The following are actions for GSAs to consider upon receipt of an uncertain groundwater level measurement.

- C. **Required:** Evaluate nearby wells' groundwater level data to assess if the result is actually unrepresentative rather than uncertain.
- D. **Recommended:** Arrange a confirmation measurement as soon as possible to measure the groundwater levels at the site. To maintain representativeness, it is important to obtain the confirmation measurement within two weeks of the uncertain result being identified. In the event this is impossible, or if groundwater management conditions have changed significantly within that two-week window, resume monitoring at the next scheduled monitoring event. The consideration of more frequent monitoring (monthly) or continuous monitoring with a logger should be considered taking into account the data worth including availability of surrounding data.

Step 3. Preparation for Next Regular Monitoring Event

Representative Result

Proceed to monitoring as usual.

Unrepresentative Result

If a confirmation measurement validates an anomalous result, the GSA shall assess the need for further action to obtain representative data at the RMS. Appropriate actions may include well redevelopment, purchasing specialized sampling equipment, initiating a Replacement RMS and Proxy Site monitoring program, or reviewing compliance with the field protocols in the Subbasin's monitoring protocols (Section 14 of the 2024 Groundwater Sustainability Plan).

Uncertain Representativeness of Result

Continue monitoring at the RMS or Proxy Site to collect sufficient data volume to meaningfully assess representativeness.

Groundwater Quality Monitoring Results QA/QC

To ensure data integrity, GSA staff must evaluate the representativeness and accuracy of groundwater quality results before uploading them to the DMS or PRP Dashboard. This QA/QC is essential to prevent non-representative or contaminated samples, analytical errors, or anomalous readings from compromising the dataset used for exceedance reporting, trend analysis, and notification planning.

Step 1. Assessment of Representativeness of Groundwater Quality Monitoring Results

This step checks if a representative result reflects the chemical conditions of the aquifer for the key constituents (arsenic, 1,2,3-TCP, nitrate as N, nitrite as N, gross alpha radioactivity, total dissolved solids [TDS], chromium-6). GSA staff should review historical groundwater quality data from the monitoring site (RMS or Proxy Site) and nearby wells screened around the same depth within 3-miles and are not separated by a known confining unit or hydraulic barrier, if available. Note, Subbasin Technical Consultants can support this exercise as part of the exceedance evaluation commitments.

For a monitoring site (RMS or Proxy Site) to produce data considered representative, it must have a sufficient historical record to establish a reliable concentration baseline. Specifically, the site should have historical results from at least four sampling events to define expected ranges and variability for each constituent.

- Sites meeting this requirement: Data demonstrating the consistent patterns below can be considered representative of aquifer conditions.
- Sites not meeting this requirement: Results are considered to have uncertain representativeness until a multi-event record has been established to contextualize new measurements and evaluate trend.

Indicators of Representative Result

When the above data requirement is met, the following patterns indicate a representative, high-quality groundwater quality result:

Historical & Spatial Consistency: Constituent concentrations are within the established historical range for that specific well and are logically consistent with concentrations in nearby wells screened in the same aquifer, considering known geochemical gradients.

Plausible Geochemistry: Results reflect a plausible hydrogeochemical setting (e.g., arsenic and chromium-6 concentrations align with expected redox conditions; nitrate/nitrite patterns are consistent with potential sources and attenuation).

Internal Consistency: Relationships between related parameters are logical (e.g., a significant increase in TDS often correlates with changes in specific constituent concentrations like specific conductance, chloride or sulfate; gross alpha is evaluated in context with other inorganic results).

Stability for Stable Constituents: For constituents typically stable over short periods in groundwater (e.g., arsenic, TDS, chromium-6 under constant redox), consecutive measurements show minimal, explainable variation.

Indicators of Unrepresentative Result

The following indicators may serve as potential QA/QC red flags suggesting the sample may be compromised, contaminated, or analytically erroneous.

Sample Contamination or Error:

- A. **Implausible Spike:** An extreme, isolated concentration spike for any constituent (e.g., nitrate > 100 mg/L) that is inconsistent with all historical data and regional geology, suggesting potential sampling contamination or field error.
- B. **Non-Detect to Extreme High:** A constituent previously non-detect is reported at a high concentration without a plausible new contamination source.
- C. **Violation of Conservation Principles:** Results that are chemically impossible (e.g., nitrite as N concentration exceeding nitrate as N in an oxygenated aquifer; gross alpha activity without supporting radionuclide indicators).

Evidence of Poor Sample Integrity:

- A. **Turbidity/Sediment Impact:** A sample collected with high turbidity or sediment can falsely elevate metals (arsenic, chromium-6) and gross alpha results.
- B. **Improper Preservation/Holding Time:** Known breaches in sample preservation or holding times for sensitive constituents (e.g., nitrite, pH).

Indicators of Uncertain Representativeness of Result

These patterns require professional judgment, notation, and may warrant re-sampling or consultation.

Borderline Exceedances: A result that is slightly above a historical trend or regulatory threshold without other clear indicators of contamination.

Inconsistent Pattern with Related Constituents: An increase in one constituent (e.g., TDS) without other expected co-contaminant detections or geochemical changes, making the source unclear.

Change Without Obvious Cause: A clear, moderate shift in concentration for a typically stable parameter (e.g., TDS, arsenic) that may indicate a real change in aquifer conditions or an unconfirmed sampling artifact.

Single Event Anomaly: An anomalous result for a single constituent from one sampling event where all other parameters remain stable, and no confirmation sample was collected.

Potential Well Integrity Issue: Suspected leakage from a different aquifer zone, which may be indicated by a groundwater quality signature (e.g., nitrate detection in a deep, anoxic aquifer well) that differs from the screened interval's expected chemistry.

Step 2. GSA Action Needed

Representative Result

Proceed with standard monitoring and reporting. No further action is required.

Unrepresentative Result

The following actions should be taken after a groundwater quality measurement is identified as unrepresentative or analytically suspect (e.g., indicative of contamination or error).

- A. **Required Action:** Immediately notify the Subbasin's Technical Consultant in accordance with the **Guidelines for Internal Reporting of "No Measurement" and Anomalous Monitoring Results**.
- B. **Recommended Action:** Initiate an investigation and resample for confirmation.
 - o **Protocol:** Follow chain-of-custody and use strict sampling protocols including precise documentation of sampling flow rate (e.g. low flow sampling) and depth of sample intake to rule out field error. It is recommended to analyze for a full suite of constituents to identify potential cross-contamination or source changes or potentially sample under different pumping rates to obtain a representative sample of the aquifer.
 - o **Timing:** Schedule resampling at the next earliest opportunity. Due to laboratory turnaround times, obtaining confirmation data within the next regular monitoring quarter is typically the target.
 - o **If Not Feasible:** Document the reasons and plan for resampling at the next scheduled monitoring event.

Uncertain Representativeness of Result

The following actions should be taken upon receiving a measurement of uncertain representativeness (e.g., a borderline exceedance or an unexplained shift outside historical trends).

Required Action:

- Flag the result for follow-up verification.

- Increase scrutiny during the next scheduled sampling event at this well.
- Consider resampling before the next full cycle if resources allow, focusing on the specific constituent(s) of concern.

Recommended Action: Evaluate historical data from the same well and data from nearby wells screened in the same aquifer to contextualize the result and assess if it is likely unrepresentative.

Step 3. Preparation for Next Regular Monitoring Event

Representative Result

Proceed with standard monitoring and reporting. No further action is required.

Unrepresentative Result

If a confirmation sample validates an anomalous or contaminated result, the GSA shall assess and implement corrective actions. These may include:

- Well Integrity Investigation:** Inspect the well for damage, leakage, or improper sealing that could allow contamination from other zones. Evaluate potential need for well redevelopment.
- Protocol Review & Training:** Review and reinforce sampling, preservation, and handling Standard Operating Procedures with field staff to prevent future errors.
- Equipment Evaluation:** Assess and potentially replace or dedicate sampling equipment to avoid cross-contamination. Evaluate depth of sampling intake versus depth of screen, flow rate and well borehole purge volumes.
- Site Replacement:** If the well is deemed compromised, initiate the process to designate a Replacement RMS or a suitable Proxy Site for ongoing groundwater quality monitoring.

Uncertain Representativeness of Result

Continue monitoring at the RMS or Proxy Site to collect sufficient data volume to meaningfully assess representativeness.

Land Subsidence Monitoring Results QA/QC

To ensure data integrity, GSA staff must validate the precision and reliability of land subsidence measurements before uploading them to the DMS or PRP Dashboard. This verification is critical to prevent inaccurate or unstable benchmark data from entering the official record, which is fundamental to subsidence analysis, exceedance reporting, and assessment of risk to critical infrastructure.

Step 1. Assessment of Representativeness of Monitoring Results

The assessment of representativeness of monitoring results should include comparison of survey benchmark data with Interferometric Synthetic Aperture Radar (InSAR) and extensometer data reported by National Aeronautics and Space Administration (NASA), United States Bureau of Reclamation (USBR). InSAR data available from the Sustainable Groundwater Management Act (SGMA) Data Viewer should be inspected to determine whether the time series data include locations where surface displacement resets to zero, caused by InSAR processing artifacts designed to improve spatial coverage. If this is the case, the data may need to be resampled and cumulatively summed to reconstruct the displacement time series in some locations. Care should be taken when comparing benchmark data to InSAR weekly point data provided by California Department of Water Resources (DWR) (California Natural Resources Agency, 2025). This data has a spatial resolution of 100 meter (m) pixels (~330 ft by 330 ft) with a reported accuracy of 0.066 ft¹. Benchmark data will have its own accuracy depending on the methods and control used to collect the data. Benchmark and InSAR data evaluation should consider the accuracy of each method when comparing data.

Indicators of Representative Result

A representative result accurately reflects actual ground surface displacement.

- A. **Survey Consistency:** Measurement is obtained using the approved, consistent survey methodology (e.g., GPS, leveling) from a stable, undamaged benchmark within the documented range of accuracy for the method used.
- B. **Geospatial Plausibility:** The magnitude and direction of displacement are spatially consistent with InSAR data and measurements from nearby benchmarks, showing a logical subsidence pattern.
- C. **Temporal Plausibility:** The measured rate of subsidence is consistent with historical trends at that location and broader basin dynamics taken into account the potential for elastic and inelastic surface displacement.

¹ Towill (2024) assessed the TRE Altamira vertical InSAR measurement data against vertical displacements from an independent set of 186 continuous GPS stations. Data was aligned temporally and spatially (<100 m difference) in order to develop a Root Mean Square Error (RMSE) for each station. RMSE values for individual stations ranged from 30.49 to 1.61 mm (with a consolidated state-wide RMSE value of 9.62 mm) leading to “strong evidence that the InSAR data accurately models change in ground elevation to an accuracy tested to be 20 mm (0.66 ft) at 95% confidence.” Assumptions/Notes: CGPS stations adequately represent the entire study area and InSAR dataset and that CGPS is an independent source of higher accuracy. Reported accuracy was last conducted for data spanning Jan 1 2015 to Oct 1 2023.

Indicators of Unrepresentative Result

These are strong indications the measurement is invalid and should not be used.

- A. **Benchmark/Pixel Instability:** Evidence of physical damage, tilt, or instability in the benchmark monument itself. Decorrelation of the InSAR time series or significant land disturbance in the pixel that would affect the InSAR data.
- B. **Survey Error:** A measurement indicating physically impossible change (e.g., extreme uplift in a known subsiding area, massive spike inconsistent with all adjacent data).
- C. **Measurement Failure:** Inability to obtain a measurement due to access issues or obstruction.

Indicators of Uncertain Representativeness of Result

These patterns require professional judgment and contextual analysis.

- A. **Data Gap:** Insufficient historical measurements at the benchmark or InSAR pixel to establish a clear trend (e.g., new benchmark).
- B. **Minor Discrepancy:** A measurement that shows a slight deviation from the expected trend indicated by InSAR or nearby benchmarks without a clear cause.
- C. **Ambiguous Stability:** Questionable benchmark integrity or land surface disturbances (e.g. grading, plowing) that cannot be immediately verified without a site visit.

Step 2. GSA Action Needed

Representative Result

Report the result to the DMS and PRP Dashboard as the official measurement. No additional action is needed.

Unrepresentative Result

Report as "No Measurement": Update the DMS and PRP Dashboard, reporting a status of "No Measurement." Include a note citing the reason (e.g., benchmark damaged; survey error).

Utilize InSAR Surrogate: For analytical and reporting purposes, use the concurrent InSAR data as the surrogate measurement for that location and period.

Notify Consultant: Inform the Subbasin's Technical Consultant per the standard anomaly reporting guidelines.

Uncertain Representativeness of Result

Contextual Analysis: Review InSAR data and neighboring benchmark data to make the best professional judgment on whether to accept or flag the result.

Report with Notation: If used, report the measurement but add a note in the DMS or PRP Dashboard stating the uncertainty (e.g., “Result varies slightly from InSAR trend; confirm at next survey”).

Utilize InSAR if Necessary: If the uncertainty is unresolvable, default to reporting “No Measurement” and use InSAR data as the surrogate for that period provided the InSAR data appears to correctly reflect surface displacement conditions.

Step 3. Preparation for Next Regular Monitoring Event

Representative Result

Schedule and proceed with the next regular survey of the benchmark.

Unrepresentative Result

If the issue was benchmark damage or instability, initiate plans for benchmark repair or replacement.

If the issue was survey-related, review field protocols with the survey team.

Continue using InSAR data as the interim surrogate until obtainment of a valid direct measurement at the next successful survey event provided the InSAR data appears to correctly reflect surface displacement conditions.

Uncertain Representativeness of Result

Prioritize this benchmark during the next survey cycle to obtain a new data point. The goal is to resolve the uncertainty by establishing a clearer trend or confirming a need to replace the benchmark.

Interconnected Surface Water Monitoring Results QA/QC

To ensure data integrity, at this time, the Subbasin’s Technical Consultants perform the review of the representativeness and accuracy of stream gauge flow data before uploading it to the DMS or PRP Dashboard. This review is vital to prevent unrepresentative flow measurements or instrument errors from distorting the dataset, which supports water availability reporting, hydrological analyses, and compliance assessments.

Note: Representative monitoring wells intended to assess shallow groundwater conditions nearest potentially interconnected surface waters shall be evaluated for representativeness under the same criteria as outlined under the Groundwater Levels section above, which involves more action from GSA staff.

Guidelines for Internal Reporting of “No Measurement” and Anomalous Monitoring Results

Reporting “No Measurement”

When an RMS (or Proxy Site) cannot be monitored and must be reported as “No Measurement” in the DMS and PRP Dashboard, the following steps shall be taken:

Step 1: Initial Notification

The GSA shall notify the Subbasin’s Technical Consultant via email. This notification must include:

- A. The RMS or Proxy Site ID where the "No Measurement" occurred
- B. The reason the site could not be measured (e.g., access issue, equipment failure, well not in condition to be monitored).
- C. The planned next steps (e.g., using a Proxy Site for interim future measurements, initiating RMS Replacement RMS, or resuming sampling at the next monitoring event).

Step 2: Internal Systems Reporting

The GSA shall update the DMS and the PRP Dashboard, reporting the status as “No Measurement.” A note must be included explaining:

- A. Why the site could not be measured
- B. The next steps being taken by the GSA

Reporting Anomalous Monitoring Results

The following two steps shall be taken when there are instances in which a monitoring result appears to be anomalous.

Step 1. Initial Notification

The GSA shall immediately notify the Subbasin’s Technical Consultant via email. This notification must include:

- A. The RMS ID (or Proxy Site ID) of the location with the anomalous result.
- B. The reason the reading is considered anomalous.
- C. The planned next steps (e.g., confirmation resampling, ordering new equipment, or considering a future Replacement RMS).

Step 2. Initial Internal Systems Reporting

The GSA shall update the DMS and the PRP Dashboard, reporting the result as “Anomalous.” A note must be included explaining the anomaly and stating whether the GSA will pursue a confirmation measurement.

Step 3. Reporting Post-Confirmation Measurement

If a confirmation measurement is taken:

- A. **If the confirmation corrects the anomaly:** The GSA shall update the DMS and PRP Dashboard with the validated result. A note must explain the initial anomaly and confirm that the new data are from a confirmation measurement.
- B. **If the confirmation confirms the anomaly:** The GSA shall update the DMS and PRP Dashboard with another “Anomalous” entry. A note must explain that this is a confirmation measurement and reiterate the reasons the result is considered anomalous.

Seeking Professional Judgment

If GSA staff are uncertain whether a result is representative or anomalous, they should consult their respective technical consultant or the Subbasin Technical Consultant for a professional opinion.

Additional Recommended Actions

Beyond internal notification and reporting, specific follow-up actions—such as resampling for groundwater levels or quality—are recommended when an anomaly is confirmed. Detailed procedures by sustainability indicator are provided in the **Guidelines for Data Validation Quality Assurance & Quality Control** section of this document.

Guidelines for Proxy and Replacement Monitoring Sites

This section establishes the criteria and procedures for determining when use of a proxy monitoring site is appropriate and when identification and implementation of a replacement monitoring site are required. It also describes the limited circumstances under which a monitoring site may appropriately record a “no measurement.” The guidance is intended to maintain continuity of monitoring data and ensure consistency with Subbasin-wide monitoring objectives. **FIGURE 2** is a flowchart to support GSA staff in identifying the correct action to take.

Proxy Monitoring Sites

When a representative monitoring site is temporarily unavailable for monitoring for a period not to exceed **two years**, it may be appropriate to use a nearby monitoring site as a proxy. Any proxy monitoring site must meet defined criteria to ensure it is sufficiently representative of the

groundwater conditions monitored at the original site. This section describes the circumstances under which use of a proxy monitoring site is appropriate, the criteria for proxy site selection, and the documentation protocols required to identify the site clearly as a temporary proxy and to prevent misunderstandings or inaccuracies within the Subbasin's monitoring dataset.

When to Use a Proxy Site in Place of a Representative Monitoring Site

FIGURE 2 supports GSA decision making on when to use a Proxy Site.

Use of Proxy Sites is intended as temporary, interim measures to obtain data until the original RMS is back online. In cases in which a Replacement RMS is needed, a Proxy Site may transition into a permanent Replacement RMS.

Criteria for Proxy Site Selection

A selected Proxy Site must first meet all criteria for a Representative Monitoring Site (RMS), as detailed in Section 14.2 of the 2024 Groundwater Sustainability Plan² (**ATTACHMENT A**).

Additionally, the following proxy-specific criteria shall be applied to ensure the selected site is a representative temporary surrogate for the original RMS. These considerations are organized by sustainability indicator.

Groundwater Levels & Groundwater Quality

For both indicators, a Proxy Site must meet the following criteria:

- A. Proximity:** Located within **3 miles** of the original RMS.
- B. Hydrogeology:** Drilled and perforated within the same aquifer zones as the original RMS.

Land Subsidence

For land subsidence monitoring, the use of a Proxy Site is generally not recommended.

- A. Primary Protocol:** When a survey benchmark is unavailable, report a "No Measurement."
- B. Analytical Surrogate:** In such cases, InSAR data available within approximately 1,000 feet (~3 pixels) may be used as a surrogate for analysis.
- C. Reporting Protocol:** The RMS site itself shall be recorded as "No Measurement" in all official reports.

Interconnected Surface Water

² Delta-Mendota Subbasin Groundwater Sustainability Plan (2024). Section 14 -Monitoring Network. https://deltamendota.org/wp-content/uploads/2024/0729GSPDocs/14_Monitoring%20Network.pdf (Section 14.2 Description of Monitoring Network starts on Page 270)

For interconnected surface water, the Proxy Site must be representative of the original monitoring location:

- A. **For a Well:** The Proxy well must be located generally nearby the original RMS well. The distance to the original RMS is less important than the distance of the proposed Proxy Site to potentially interconnected surface water feature(s) and potential GDEs. The well must also be perforated shallow enough to assess the potential relationship between surface water and groundwater interactions.
- B. **For a Stream Gauge:** The Proxy gauge must be situated to effectively monitor the same stream reach segment as the original RMS gauge (upstream or downstream).

Protocol for Internal Notification and Implementation of Proxy Site Use

This section establishes the procedures for identifying, implementing, and reporting monitoring at a Proxy Site when a RMS is temporarily unavailable. These procedures ensure continuity of monitoring, proper documentation, and consistency in Subbasin-wide reporting.

1. Notification of Proxy Site Need

When a GSA identifies the need to monitor a Proxy Site instead of the original RMS, the GSA shall notify the Subbasin's Technical Consultant and Plan Manager via email. The notification shall include:

- A. The identification code (ID) of the RMS for which the Proxy Site will temporarily serve as a surrogate.
- B. A description of the reason a Proxy Site is required.
- C. Clarification on the anticipated timeframe for resuming monitoring at the original RMS.
- D. A commitment to include notes in the DMS and PRP Dashboard regarding the use of the Proxy Site and the timeline for returning to the original RMS.
- E. The anticipated timeline for Proxy Site selection (not to exceed **two months**).
- F. Any known constraints or challenges associated with identifying an appropriate Proxy Site.

2. Identification and Implementation of Proxy Site

The GSA shall identify an appropriate Proxy Site within approximately three months of determining the need. Selection shall follow the criteria outlined in the **Criteria for Proxy Site Selection** section above. Once a Proxy Site is selected, the GSA shall notify the Subbasin's Technical Consultant via email and provide:

- A. The location of the Proxy Site.

- B. If the Proxy Site is a well, relevant construction details, including perforated intervals and completion depth.
- C. Confirmation that the Proxy Site is accessible.
- D. The RMS ID for which the Proxy Site will temporarily serve as a surrogate.

Note: If a suitable Proxy Site cannot be identified, the GSA shall implement a Replacement RMS within two years. Until the Replacement RMS is operational, monitoring events for the affected RMS shall be reported as an allowable “No Measurement.”

3. Reporting Proxy Site Results

Upon receipt of Proxy Site information, the Subbasin’s Technical Consultant shall configure the DMS and PRP Dashboard to accept monitoring results from the Proxy Site. Proxy Site results shall be recorded discretely from the original RMS to ensure accurate documentation and reporting.

Replacement Monitoring Sites

When to Replace a Representative Monitoring Site

Figure 2 supports GSA decision making on when a Replacement RMS is needed.

A Replacement RMS is needed when it is known that the original RMS cannot be monitored for more than **two years** or when the results obtained regularly produce unrepresentative or anomalous results.

Criteria for Replacement Representative Monitoring Site Selection

A selected Proxy Site must first meet all criteria for an RMS, as detailed in Section 14.2 of the 2024 Groundwater Sustainability Plan³.

Additionally, the following proxy-specific criteria shall be applied to ensure the selected site is a representative temporary surrogate for the original RMS. These considerations are organized by sustainability indicator.

Groundwater Levels & Groundwater Quality

For both indicators, a Replacement RMS must meet the following criteria:

- C. **Proximity:** Located within 3 miles of the original RMS.
- D. **Hydrogeology:** Drilled and perforated within the same aquifer zones as the original RMS.

³ Delta-Mendota Subbasin Groundwater Sustainability Plan (2024). Section 14 -Monitoring Network. https://deltamendota.org/wp-content/uploads/2024/0729GSPDocs/14_Monitoring%20Network.pdf (Section 14.2 Description of Monitoring Network starts on Page 270)

Land Subsidence

For land subsidence, the Replacement RMS must meet the following criteria:

- A. **Proximity:** Located within 3 miles of the original survey benchmark.
- B. **Critical Infrastructure:** Situated effectively to monitor the land subsidence occurring near the same critical infrastructure as the original RMS.

Interconnected Surface Water

For interconnected surface water, the Replacement RMS must be representative of the original monitoring location:

- C. **For a Well:** The replacement well must be located within near the surface water feature or groundwater dependent ecosystem(s) near the original RMS well.
- D. **For a Stream Gauge:** The replacement gauge must be situated effectively to monitor the same stream reach segment as the original RMS gauge or if an appropriate location cannot be located, at the upstream or downstream reach.

Protocol for Internal Notification and Implementation of a Replacement Representative Monitoring Site

The following protocol establishes the steps required to ensure appropriate communication, documentation, and reporting when replacement of an RMS is necessary.

Step 1. Notification of Replacement Need

Upon identification of the need to replace an RMS, the GSA shall notify the Subbasin's Technical Consultant and Plan Manager via email. The notification shall include the following information:

- A. Identification number (ID) of the RMS being replaced
- B. Description of the reason a replacement RMS is required
- C. Description of the steps the GSA will take to identify and implement a replacement RMS
- D. Anticipated timeline for implementation of the replacement RMS (not to exceed **two years**)
- E. Identification of any known constraints or challenges associated with replacement implementation
- F. If a proxy monitoring site is available for interim monitoring, a description of the proxy site, including location, confirmation of site access, and construction details if the site is a well
- G. If no proxy monitoring site is available, confirmation that monitoring at the RMS will be reported as an allowable "No Measurement" until a replacement RMS is available for monitoring

Step 2. Identification and Implementation of Replacement RMS

The GSA shall secure a replacement RMS and initiate monitoring at the Replacement RMS in accordance with the Subbasin's established monitoring frequency and requirements for the applicable sustainability indicators.

Step 3. Notification of Monitoring Readiness

Once the replacement RMS is ready for monitoring, the GSA shall notify the Subbasin's Technical Consultant and Plan Manager.

Step 4. Data System Updates

The Subbasin's Technical Consultant shall update the DMS, PRP Dashboard, and Department of Water Resources (DWR) Portal to reflect the replacement of the original RMS and document the change for Annual Report purposes.

Step 5. Confirmation of Updates

The Subbasin's Technical Consultant shall notify the GSA and Plan Manager once the DMS, PRP Dashboard, and DWR Portal have been updated to remove the original RMS and designate the replacement RMS for future reporting.

Approved Exceptions to Monitoring

There are instances in which an RMS or Proxy Site cannot be measured, and it is appropriate to report this as such. In all cases in which a "No Measurement" is reported, one of the following must also be true for it to be considered appropriate.

- A. The RMS or Proxy Site will be measured in the next sampling event
- B. The RMS is in the process of having a Proxy Site identified and is temporarily not monitored until a Proxy Site has been selected (Not to exceed 2-months following the identification of the need for a Proxy Site)
- C. The RMS is in the process of removing the current RMS from the network and initiating a replacement RMS

When to Report a "No Measurement"

A RMS can be reported in the DMS and PRP Dashboard as "No Measurement" under the following circumstances. It is important that both the DMS and PRP Dashboard are updated with a clear note explaining why the monitoring event is being marked as "No Measurement."

- A. Site access is restricted
- B. RMS or Proxy Site is not in condition to be monitored

- C. Replacement RMS or Proxy Site is in process of being identified and unavailable for monitoring during the reporting period

See Reporting “No Measurement” under **Guidelines for Internal Reporting**.

DRAFT

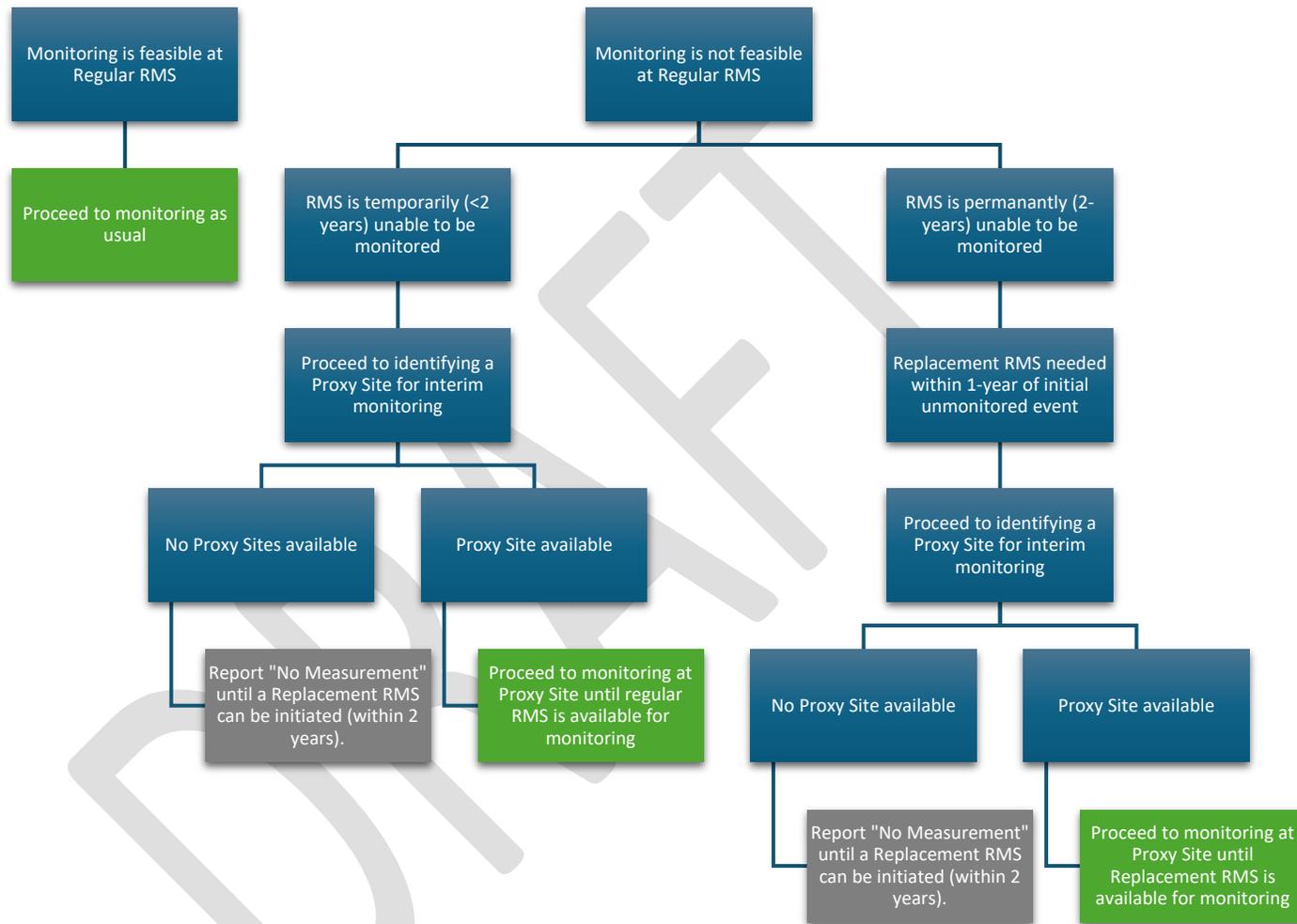


Figure 2 When to use a Proxy Site or Replacement RMS and Approved Exceptions to Monitoring

¹RMS: Representative Monitoring Site a dedicated monitoring location included in the Delta-Mendota Subbasin’s Representative Monitoring Network for groundwater levels, groundwater quality, interconnected surface water, or land subsidence

Adaptive Use and Future Revisions of the Guidelines

This document represents the first iteration of the Delta-Mendota Subbasin's Monitoring Implementation Guidelines. As lessons are learned through implementation, the monitoring program evolves, or new data and information become available, the Guidelines may be updated and refined accordingly. The Guidelines are intended to function as an external supporting document to the 2024 Groundwater Sustainability Plan; therefore, amendments to the Guidelines require no formal Groundwater Sustainability Plan amendment to be adopted.

While the Guidelines are intended to address nuanced circumstances that may arise during monitoring program implementation, it is recognized that situations may occur that are not fully addressed by the protocols outlined herein. In such cases, the relevant GSA is encouraged to notify the Subbasin's technical consultant, Coordination Committee Chair, and Plan Manager. These parties may jointly determine an appropriate interim approach to address the situation without requiring immediate adoption of a formal amendment to the Guidelines by the Coordination Committee.

Attachment A

Section 14.2 Description of Monitoring Network

Delta-Mendota Subbasin's 2024 Groundwater Sustainability Plan

DRAFT

- Monitoring short-term, seasonal, and long-term trends in groundwater and related surface water conditions;
- Demonstrating progress toward achieving the Measurable Objectives (MOs) described in the GSP;
- Monitoring impacts to the beneficial uses and users of groundwater;
- Monitoring changes in groundwater conditions relative to the MOs and Minimum Thresholds (MTs);
- Quantifying annual changes in water budget components; and,
- Monitoring impacts of Projects and Management Actions (P/MAs) within the Basin and in adjacent basins, such as the Red Top Subsidence Mitigation Project.

14.2 Description of Monitoring Network

§ 354.34. Monitoring Network

- (d) *The monitoring network shall be designed to ensure adequate coverage of sustainability indicators. If management areas are established, the quantity and density of monitoring sites in those areas shall be sufficient to evaluate conditions of the basin setting and sustainable management criteria specific to that area.*
- (e) *A Plan may utilize site information and monitoring data from existing sources as part of the monitoring network.*
- (f) *The Agency shall determine the density of monitoring sites and frequency of measurements required to demonstrate short-term, seasonal, and long-term trends based upon the following factors:*
- (1) *Amount of current and projected groundwater use.*
 - (2) *Aquifer characteristics, including confined or unconfined aquifer conditions, or other physical characteristics that affect groundwater flow.*
 - (3) *Impacts to beneficial uses and users of groundwater and land uses and property interests affected by groundwater production, and adjacent basins that could affect the ability of that basin to meet the sustainability goal.*
 - (4) *Whether the Agency has adequate long-term existing monitoring results or other technical information to demonstrate an understanding of aquifer response.*
- (g) *Each Plan shall describe the following information about the monitoring network:*
- (1) *Scientific rationale for the monitoring site selection process.*
 - (2) *Consistency with data and reporting standards described in Section 352.4. If a site is not consistent with those standards, the Plan shall explain the necessity of the site to the monitoring network, and how any variation from the standards will not affect the usefulness of the results obtained.*
 - (3) *For each sustainability indicator, the quantitative values for the minimum threshold, measurable objective, and interim milestones that will be measured at each monitoring site or representative monitoring sites established pursuant to Section 354.36.*
- (h) *The location and type of each monitoring site within the basin displayed on a map, and reported in tabular format, including information regarding the monitoring site type, frequency of measurement, and the purposes for which the monitoring site is being used.*

As shown in **Figure MN-1** through **Figure MN-6** and in **Figure MN-9** and **Figure MN-10**, the Basin's SGMA Monitoring Network is composed of Representative Monitoring Sites (RMS) where Sustainability Management Criteria (SMCs) have been established or will be established once baseline data have been collected. The SGMA Monitoring Network will include:

- Chronic Lowering of Groundwater Levels: 108 water level Representative Monitoring Wells (RMW-WL) (**Figure MN-1**);
- Reduction of Groundwater Storage: using Chronic Lowering of Groundwater Levels monitoring network as a proxy;
- Degraded Water Quality: 90 water quality Representative Monitoring Wells (RMW-WQ) (**Figure MN-5**);
- Land Subsidence: 35 survey points, four extensometers, and three Global Positioning System (GPS) subsidence monitoring stations, which will be evaluated alongside Basin-wide Interferometric Synthetic Aperture Radar (InSAR) data (**Figure MN-9**); and
- Depletions of Interconnected Surface Water: 25 Representative Monitoring Wells for Depletions of Interconnected Surface Water (RMW-ISW) and nine stream gauges (**Figure MN-10**).

The SGMA Monitoring Network consists of a series of monitoring sites that meet the following criteria:

- (1) Some sites are included in the monitoring programs already implemented by the Groundwater Sustainability Agencies (GSAs) and/or other existing monitoring programs that are active within the Basin;
- (2) The sites have been demonstrated to be representative of groundwater or other relevant conditions within the Basin;
- (3) The sites are spatially distributed and located in proximity to beneficial uses and users of groundwater (e.g., public supply wells, production wells, and groundwater dependent ecosystems [GDEs]);
- (4) The sites that are located in proximity to critical infrastructure (e.g., the Delta-Mendota Canal [DMC], the California Aqueduct, Chowchilla Bypass, Fresno Slough, Mendota Pool, and San Joaquin River);
- (5) Under the Memorandum of Agreement (MOA, **Appendix D**) guiding development of this GSP, each GSA must maintain at least one RMW-WL and one RMW-WQ in each aquifer from which pumping occurs, either within its GSA boundaries or within the area of influence of the pumping that is occurring; and
- (6) The RMS are where SMCs (e.g., MOs, MTs and Interim Milestones [IMs]) will be defined for at least one of the relevant Sustainability Indicators for the Basin⁴⁶:
 - Chronic Lowering of Groundwater Levels;
 - Reduction of Groundwater Storage;
 - Degraded Water Quality;
 - Land Subsidence; and

⁴⁶ As discussed below in **Section 14.2.3**, the Basin is at little to no risk for Seawater Intrusion; therefore, the Sustainability Indicator is not applicable.

Monitoring Network Delta Mendota Subbasin GSP



- Depletions of Interconnected Surface Water:

Per 23 CCR § 354.34(g), other factors considered in the development of the SGMA Monitoring Network and the selection of each monitoring site and RMS include:

- Availability of existing technical information (e.g., well location, construction information, condition, status, etc.);
- Quality and reliability of historical data at the site;
- “Representativeness” to local groundwater conditions and nearby well populations (per 23 CCR § 354.36); and
- Projected availability of long-term access to the site.

Pursuant to 23 CCR § 354.34(f), the spatial distribution, spatial density, and temporal frequency of measurements collected from each site is determined for each applicable Sustainability Indicator based on the following considerations:

- Amount of current and projected groundwater use;
- Aquifer characteristics, including any vertical and/or lateral barriers to groundwater flow;
- Potential impacts to beneficial uses and users of groundwater, land uses, and property interests affected by groundwater production and the adjacent basins; and
- Availability of historical data to evaluate long-term trends in groundwater conditions associated with the above factors.

Table MN-1 summarizes the SGMA RMWs for the Chronic Lowering of Groundwater Levels and Degraded Groundwater Quality Sustainability Indicators, and stream gauges for the Depletions of Interconnected Surface Water Sustainability Indicator, including the site types, monitoring entity (GSA), location information, well information (as applicable), and principal aquifer(s) monitored. As discussed in **Section 13.2**, the SMCs for Chronic Lowering of Groundwater Levels will be used as a proxy for Reduction of Groundwater Storage. As such, the SGMA Monitoring Network for water levels will also be used to address the Groundwater Storage Sustainability Indicator. **Table MN-2** summarizes the SGMA RMS for the Land Subsidence Sustainability Indicator, including the site type, monitoring entity, and location information. Further details about the SGMA Monitoring Network for each Sustainability Indicator can be found in **Sections 14.2.1** through **14.2.6**.

Pursuant to 23 CCR § 354.34(i), in all cases the SGMA Monitoring Network will adhere to the monitoring protocols specified for the Basin as described in **Section 14.3**.

14.2.1 Monitoring Network for Chronic Lowering of Groundwater Levels

§ 354.34. Monitoring Network

(c) Each monitoring network shall be designed to accomplish the following for each sustainability indicator:

(1) *Chronic Lowering of Groundwater Levels. Demonstrate groundwater occurrence, flow directions, and hydraulic gradients between principal aquifers and surface water features by the following methods:*

(A) *A sufficient density of monitoring wells to collect representative measurements through depth-discrete perforated intervals to characterize the groundwater table or potentiometric surface for each principal aquifer.*

(B) *Static groundwater elevation measurements shall be collected at least two times per year, to represent seasonal low and seasonal high groundwater conditions.*

☑ 23 CCR § 354.34(c)(1)

The SGMA Monitoring Network for Chronic Lowering of Groundwater Levels consists of 108 RMW-WLs distributed across the Basin. The majority (100) of the RMW-WLs are existing wells, with the remaining eight to be constructed during GSP implementation. Of the RMW-WLs, 60 are screened in the Upper Aquifer, and 48 are screened in the Lower Aquifer. Specific details regarding these wells are listed in, and the RMW-WL locations are shown on, **Figure MN-1**.

Per 23 CCR § 354.34, the selection of these RMW-WLs has been informed by the existing local monitoring programs, including the former California Statewide Groundwater Elevation Monitoring (CASGEM) monitoring program, and leverages historical data wherever possible to help assess and quantify Basin response to GSP implementation relative to historical and projected future groundwater conditions. The RMW-WLs were selected based on the following considerations:

- **GSA jurisdiction** – Under the MOA (**Appendix D**) guiding development of this GSP, each GSA must maintain a minimum of one RMW-WL in each aquifer from which it has groundwater pumping either within its GSA boundaries or within the area of influence of the pumping that is occurring.
- **Current and projected groundwater use** – The RMW-WLs are distributed across the Basin with focus on the areas with the highest densities of domestic wells, public wells, or other production wells.
- **Aquifer characteristics** – The RMW-WLs are screened within the Basin's two principal aquifers and are distributed for comprehensive coverage of each aquifer.
- **Potential impacts to beneficial uses and users of groundwater, land uses or property interests, and adjacent basins** – As mentioned above, RMW-WLs are most concentrated in the areas of highest well density (**Figure MN-2**). The RMW-WL locations have also been selected to provide monitoring near critical infrastructure, including the Delta-Mendota Canal, California Aqueduct, Chowchilla Bypass, Fresno Slough, Mendota Pool, and San Joaquin River, as shown in **Figure MN-3**, as well as other dams, levees, canals, pumping stations, and roads (further detailed in the bullet below). Several RMW-WLs are proximate to the Basin boundary and will be used to monitor cross-boundary flows between the Basin and adjacent basins. As discussed below in **Section 14.2.6**, water levels in the RMW-ISW will be monitored to assess hydraulic gradients between surface

water features, GDEs, and the Upper Aquifer. **Figure MN-4** shows the locations of RMW-WLs relative to wetlands, vegetation, and interconnected surface water features in the Basin.

- **Recommendations of the Conceptual Master Plan for Subsidence Monitoring and Management** – Several monitoring locations were prioritized for inclusion due to their potential to provide insight on subsidence, as recommended in the Subsidence Master Plan (GSI Environmental Inc., 2022). RMW-WL 08-002 was included in the Upper Aquifer network between DMC mile posts 100 and 101. RMW-WLs 14-025 and 23-003 were added to the Lower Aquifer network at Sack Dam. RMW-WLs 09-011 and 09-012 were added to the Lower Aquifer network near the southern end of the Chowchilla bypass. Lower Aquifer RMW-WL 10-010 was added near the Yearout extensometer for direct comparison of water level and subsidence data. Finally Lower Aquifer RMW-WLs 11-022 and 14-021, 14-023 and 14-024, and 13-004 were added near the cities of Los Banos, Firebaugh, and Mendota, respectively.
- **Availability, quality, and reliability of historical data** – Out of the existing RMW-WLs, 72 of them (72 percent) have a historical record spanning at least five years. About 33 percent of the RMW-WLs have associated water level records spanning at least 20 years and have at least one water level measurement recorded in the last ten years (i.e., since January 2013). Thirty-nine of the RMW-WLs are included in the Basin’s CASGEM network. In preparing and populating the Basin Data Management System (DMS), Quality Assurance/Quality Control (QA/QC) checks were implemented to help ensure entry and maintenance of valid and accurate data.
- **Availability of site-specific technical information** – All of the RMW-WLs have known geographic coordinates, and most have known ground surface elevations and reference point elevations. Where exact elevations are not known, they are calculated from digital elevation models. Moreover, 90 percent of the existing RMW-WLs contain known well depths, well screen intervals, or both. For RMW-WLs where well construction information is incomplete or currently unavailable, the GSAs are developing plans to fill these data gaps in accordance with 23 CCR § 354.38 and as part of GSP implementation. All RMW-WLs have been confirmed to have access ports for water level measurement collection.
- **“Representativeness” to local groundwater conditions** – The wells chosen to serve as RMW-WLs must be representative of local groundwater conditions, which is determined by the following factors: well construction (i.e., the well depth and perforated interval) must be sufficient to represent the Principal Aquifers; well location must be representative of land and water use practices in the surrounding area; and the measured water level response to short- and longer-term conditions (i.e., seasonal and multi-year trends) is consistent with measurements in other nearby wells, where available.
- **Long-term access** – For each RMW-WL, the California Department of Water Resources (DWR) Best Management Practices #2 for Monitoring Network and Identification of Data Gaps (DWR, 2016b) recommends that GSAs secure long-term agreements with associated landowners/well owners allowing local GSA representatives year-round, long-term access to the site to conduct monitoring for SGMA compliance purposes. All wells have been confirmed to have landowner access for water level measurement collection.

Monitoring Network
Delta Mendota Subbasin GSP



- ☑ 23 CCR § 354.34(c)(3)
- ☑ 23 CCR § 354.34(j)

As described in **Section 13.3.1**, seawater intrusion is not present and not likely to occur within the Basin. Therefore, the Seawater Intrusion Sustainability Indicator is not applicable to the Basin and no SMCs for this Sustainability Indicator are defined. As such, per the stipulations defined under 23 CCR § 354.32(j), a monitoring network has not been defined for the Seawater Intrusion Sustainability Indicator.

14.2.4 Monitoring Network for Degraded Water Quality

§ 354.34. Monitoring Network

(c) Each monitoring network shall be designed to accomplish the following for each sustainability indicator:

- (4) *Degraded Water Quality. Collect sufficient spatial and temporal data from each applicable principal aquifer to determine groundwater quality trends for water quality indicators, as determined by the Agency, to address known water quality issues.*

- ☑ 23 CCR § 354.34(c)(4)

Per California Water Code (CWC) Section 10725, the powers and authorities granted to GSAs to affect sustainable groundwater management under SGMA include, but are not limited to, conducting investigations, registering and metering of groundwater extraction facilities, acquiring surface water or groundwater, reclaiming waters for subsequent beneficial use, regulating groundwater extraction, and establishing accounting rules for groundwater extraction allocations. Regulatory oversight authority for drinking water quality rests with the State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) and not with the GSAs. As discussed in **Section 13.4.1**, Undesirable Results would only be experienced if the water quality conditions are caused by groundwater management (i.e., groundwater recharge or extraction) within the Basin. To monitor groundwater conditions requires adequate spatial well density, depth discrete well perforation intervals, and measurements that capture temporal water quality and level conditions in the principal aquifers.

Monitoring data can demonstrate the potential nexus between groundwater management and elevations in the Basin and constituent concentrations in the water produced by wells. Per 23 CCR § 354.32(e), the selection of the RMW-WQs has been informed by existing local monitoring programs and leverages historical data wherever possible to help assess and quantify Basin response to GSP implementation relative to historical and projected future groundwater conditions.

The SGMA Monitoring Network for Degraded Water Quality consists of 90 RMW-WQs distributed across the Basin. The majority (82) of the RMW-WQs are existing wells, with the remaining eight to be constructed during GSP implementation. Of the RMW-WQs, 48 are screened in the Upper Aquifer and 42 are screened in the Lower Aquifer. Specific details regarding these wells are shown in **Figure MN-5** and summarized in **Table MN-1**. The SGMA Monitoring Network for Degraded Water Quality was selected based on the following considerations:

- **GSA jurisdiction** – Under the MOA (**Appendix D**) guiding development of this GSP, each GSA must maintain a minimum of one RMW-WQ in each aquifer in which it has groundwater pumping either within its GSA boundaries or within the area of influence of the pumping that is occurring.

- **Current and projected groundwater use** – As required by the MOA, each GSA must monitor water quality in each principal aquifer from which water is extracted within its boundaries. Thus, sampling occurs wherever water is used. **Figure MN-6** shows the locations of RMW-WQs relative to production wells throughout the Basin. The RMW-WQs include eight Public Water System (PWS) wells. These wells are already sampled and analyzed relative to drinking water quality standards, which are the most stringent current and projected water quality standards in the Basin. Additional wells listed in **Table MN-1** include 30 agricultural production wells (i.e., irrigation wells), four domestic wells, one industrial well, and 32 dedicated monitoring wells.
- **Aquifer characteristics** – All RMW-WQs are screened in the alluvial materials that form the Basin’s principal aquifers. Monitoring of water quality is conducted in both aquifers at various depths which provides sufficient sampling to characterize the production zones of the principal aquifers.
- **Potential impacts to beneficial uses and users of groundwater, land uses or property interests, and adjacent Basins (or GSAs)** – Drinking water is the most sensitive beneficial use of water in the Basin. The PWS wells are required to meet drinking water standards in the Basin (i.e., compliance with Title 22 CCR drinking water regulations for Maximum Contaminant Levels [MCLs]). Additionally, the requirement that each GSA maintains a minimum of one RMW-WQ in each aquifer from which groundwater is extracted ensures that water quality is monitored in areas with known domestic wells.
- **Availability, quality, and reliability of historical data** – Historical data for at least one Constituent of Concern are available in 62 of the 82 existing RMW-WQs and have been compiled into the Basin DMS. Data collection for the remaining wells will commence in calendar year 2024 and results will be included as part of the next Annual Report (Water Year [WY] 2024). Wells that are sampled as part of existing monitoring programs, such as Title 22, Central Valley Salinity Alternatives for Long-Term Sustainability (CV-SALTS), or the Irrigated Lands Regulatory Program (ILRP), are subject to validation during the reporting process. Additionally, in preparing and populating the Basin DMS, QA/QC checks were implemented to help ensure entry and maintenance of valid and accurate data.
- **Availability of site-specific technical information** – As shown in **Table MN-1**, the existing RMW-WQs have known coordinates, and 87 percent have known well construction information (including total depth, perforated intervals, or both). For the RMW-WQs where well construction information is incomplete or currently unavailable, the GSAs are developing plans to fill these data gaps in accordance with 23 CCR § 354.38 and as part of GSP implementation (**Section 14.5**).
- **“Representativeness” to local groundwater conditions** – As previously mentioned, the RMW-WQs are considered representative of local conditions given that the well depths and perforated intervals sample from a sufficient range of depths to represent conditions in both principal aquifers, and the wells are located throughout the Basin in GSAs that represent urban, domestic, and agricultural land uses. Furthermore, where historical data are available, average total dissolved solids (TDS) and nitrate concentrations in RMW-WQs over the 2005 – 2014 and 2015 – 2023 periods show good agreement with the concentration contours generated for those periods using all GSA-provided and publicly available data (as described in **Sections 8.5.2.2** and **8.5.2.5**), except where little data was available for raster development, indicating that water quality in the

Monitoring Network

Delta Mendota Subbasin GSP



RMW-WQs is representative of conditions in the respective principal aquifers. **Figure MN-7** and **Figure MN-8** show plots of RMW-WQ measured average concentration data versus concentration contours from these two time periods for TDS and nitrate as nitrogen, respectively.

- **Long-term access** – For each RMW-WQ that is not a PWS well or directly owned by a GSA, the GSAs have secured long-term agreements with associated land / well owners allowing local GSA representatives access to the site to conduct monitoring for SGMA compliance purposes. Data from the PWS wells will be accessed via the Safe Drinking Water Information System (SDWIS) Drinking Water Watch website.

Monitoring Well Density

The recommended monitoring well density is at least four wells per 100 square miles (see previous discussion for the water level monitoring network in **Section 14.2.1**). Accordingly, the recommended number of RMW-WQs in the Upper Aquifer is 48, and the recommended number of wells in the Lower Aquifer, which covers a lesser spatial extent, is 41. The 48 RMW-WQs in the Upper Aquifer and 42 RMW-WQs in the Lower Aquifer comprising the SGMA Monitoring Network comply with this recommendation. Additionally, within each GSA, there is at least one RMW-WQ in each principal aquifer from which local pumping occurs.

14.2.5 Monitoring Network for Land Subsidence

§ 354.34. Monitoring Network

(c) Each monitoring network shall be designed to accomplish the following for each sustainability Indicator:

- (5) *Land Subsidence. Identify the rate and extent of land subsidence, which may be measured by extensometers, surveying, remote sensing technology, or other appropriate method.*

☑ 23 CCR § 354.34(c)(5)

The SGMA Monitoring Network for Land Subsidence consists of 42 Representative Monitoring Sites for Land Subsidence (RMS-LS), including 35 survey points, four extensometers, and three continuous Global Positioning System (CGPS) points. Several of the sites are managed by federal agencies, including the United States Geological Survey (USGS), United States Bureau of Reclamation (USBR), and EarthScope Consortium (formerly University Navstar Consortium or UNAVCO). Additionally, the entire Basin will be monitored for compliance with subsidence SMCs using InSAR data published quarterly by DWR, which have historically shown good agreement with land-based measurements in the Basin (GSI Environmental Inc., 2022).

Specific details regarding each of the above sites are listed in **Table MN-2** and site locations are shown in **Figure MN-9**. These sites were selected based on the following considerations:

- **Potential impacts to beneficial uses and users of groundwater, land uses or property interests** – The sites are situated in proximity to critical infrastructure facilities within the Basin, including the Delta-Mendota Canal, California Aqueduct, Chowchilla Bypass, San Joaquin River, Fresno Slough, Mendota Pool, and other dams, levees, local canals, pumping stations, and roads.

Monitoring Network
Delta Mendota Subbasin GSP



- **Availability, quality, and reliability of historical data** – All of the RMS-LS have historic elevation or compaction data, including 16 with records starting prior to the year 2000. Data collected at sites monitored by the USGS or USBR undergo the respective agency’s validation process prior to release. Additionally, in preparing and populating the Basin DMS, QA/QC checks were implemented to help ensure entry and maintenance of valid and accurate data.
- **Long-term access** – As previously noted, all RMS-LS have been confirmed to have sufficient access for data collection.

In addition to the existing RMS-LS described above, DWR has awarded funding to the Basin for the installation of at least one multilayer compaction monitoring well and two to six CGPS stations by Spring 2025. In selecting locations for the new monitoring infrastructure, consideration will be given to the criteria above and the recommendations from the Subsidence Master Plan (GSI Environmental Inc., 2022).

As a supplement to the above monitoring and the utilization of DWR’s InSAR surveys, the GSAs will gather and consider data from other USBR checkpoints along the Delta-Mendota Canal and from the San Joaquin River Restoration Program (SJRRP) geodetic network as data become available.

14.2.6 Monitoring Network for Depletions of Interconnected Surface Water

§ 354.34. Monitoring Network

(c) Each monitoring network shall be designed to accomplish the following for each sustainability indicator:

- (6) Depletions of Interconnected Surface Water. Monitor surface water and groundwater, where interconnected surface water conditions exist, to characterize the spatial and temporal exchanges between surface water and groundwater, and to calibrate and apply the tools and methods necessary to calculate depletions of surface water caused by groundwater extractions. The monitoring network shall be able to characterize the following:*
- (A) Flow conditions including surface water discharge, surface water head, and baseflow contribution.*
 - (B) Identifying the approximate date and location where ephemeral or intermittent flowing streams and rivers cease to flow, if applicable.*
 - (C) Temporal change in conditions due to variations in stream discharge and regional groundwater extraction.*
 - (D) Other factors that may be necessary to identify adverse impacts on beneficial uses of the surface water.*

23 CCR § 354.34(c)(6)

23 CCR § 354.34(j)

The GSP Regulations 23 CCR § 354.28(c) state that the SMCs for Depletions of Interconnected Surface Water “shall be the rate or volume of surface water depletions caused by groundwater use that has adverse impacts on beneficial uses of the surface water and may lead to undesirable results.” Monitoring the depletion of interconnected surface water must therefore characterize the spatial and temporal changes in the exchange between surface water and groundwater conditions by collecting data to characterize the following:

- Flow conditions including surface water discharge, surface water head (“stage”), and baseflow

contribution;

- The approximate date and location where ephemeral or intermittent flowing streams and rivers cease to flow, if applicable;
- Temporal change in conditions due to variations in stream discharge and regional groundwater extraction;
- Vertical groundwater gradients near surface water features; and
- Other factors that may be necessary to identify adverse impacts on beneficial uses of the surface water.

Water table and streamflow changes can be characterized with measured water levels in shallow wells located near stream gauging stations (stream gauges are locations where surface water level elevation [stage] and/or volumetric discharge [flow] are measured). The SGMA Monitoring Network for Depletions of Interconnected Surface Water that was developed for the Basin is comprised of 34 Representative Monitoring Sites for Depletions of Interconnected Surface Water (RMS-ISW), 25 of which are wells and nine of which are stream gages, as shown in **Figure MN-10** and summarized in **Table MN-1**. Six of the wells are part of nested sets. Of the 34 RMS-ISW, 18 wells and seven stream gages currently exist, and an additional seven wells and two stream gages will be constructed during GSP implementation. The sites were selected based on the following considerations:

- **Current and projected groundwater use** – To the extent possible, the RMS-ISWs are located near surface water features and GDEs, which are environmental users of groundwater.
- **Aquifer characteristics** – 17 of the 25 RMS-ISW wells are or will be screened within the top 50 feet of shallow alluvial materials. These relatively shallow well depths are considered representative of the shallow water-bearing zone conditions. The deeper wells in the ISW monitoring network will allow monitoring of potential relationships with production zone conditions and shallow water levels. As such, the SGMA Monitoring Network is sufficient to monitor potential shallow groundwater level changes due to GSA management actions in the Basin.
- **Potential impacts to beneficial uses and users of groundwater, land uses or property interests** – As described in **Sections 7.1.4, 8.7, and 8.8**, shallow groundwater is common, particularly in the eastern part of the Basin, with most GDEs located within the Grassland area. As such, the RMS-ISWs are located near surface water features and the GDEs to monitor any potential impacts of groundwater use and management to beneficial users (including environmental users).
- **Availability, quality, and reliability of historical data** – In addition to the groundwater monitoring record described in **Section 14.2.1**, the majority of the existing surface water RMS-ISWs have continuous records of at least 15 years, with three that extend back to the 1990s. In preparing and populating the Basin DMS, QA/QC checks were implemented to help ensure entry and maintenance of valid and accurate data.
- **Availability of site-specific technical information** – As shown in **Table MN-1**, all existing RMS-ISWs have location coordinates and all but one of the existing wells have known construction information that includes perforated intervals.

Monitoring Network
Delta Mendota Subbasin GSP



- **“Representativeness” to local groundwater conditions** – The sites “representativeness” to local groundwater conditions is determined by location relative to the surface water features and well construction. **Figure MN-10** indicates that the RMW-ISWs are located along streams and/or near GDEs and are representative of water table conditions in the Basin near these surface water features.
- **Long-term access** – The GSAs have secured long-term access for the RMS-ISWs to conduct monitoring for SGMA compliance purposes.

14.3 Monitoring Protocols for Data Collection and Monitoring

§ 352.2. *Monitoring Protocols*

Each Plan shall include monitoring protocols adopted by the Agency for data collection and management, as follows:

- (a) Monitoring protocols shall be developed according to best management practices.*
- (b) The Agency may rely on monitoring protocols included as part of the best management practices developed by the Department, or may adopt similar monitoring protocols that will yield comparable data.*
- (c) Monitoring protocols shall be reviewed at least every five years as part of the periodic evaluation of the Plan, and modified as necessary.*

§ 354.34. *Monitoring Network*

- (i) The monitoring protocols developed by each Agency shall include a description of technical standards, data collection methods, and other procedures or protocols pursuant to Water Code Section 10727.2(f) for monitoring sites or other data collection facilities to ensure that the monitoring network utilizes comparable data and methodologies.*

23 CCR § 352.2

23 CCR § 354.34(i)

Pursuant to 23 CCR § 354.32, in all cases the SGMA Monitoring Network will adhere to the monitoring protocols developed by the Basin GSAs. Monitoring is needed to track changes in Basin conditions, Sustainability Indicators, and the effectiveness of GSP implementation to achieve groundwater sustainability. Data collection protocols for groundwater levels, groundwater quality, land subsidence, and surface water are detailed below and are designed for compatibility with the 23 CCR and DWR’s “BMP #1 for Groundwater Monitoring Protocols, Standards, and Sites” (DWR, 2016a).

The Basin’s monitoring protocols are designed to ensure the following:

1. Data are collected from the correct location with proper site identification;
2. Data are accurate and reproducible;
3. Data represent conditions in the Basin;
4. All salient information is recorded to check and correct data; and
5. Data are handled in a way that ensures data integrity.

Attachment B

Groundwater Level Monitoring Result QA/QC Checklist for GSAs

DRAFT

Groundwater Level Monitoring Result QA/QC Checklist for GSAs

STEP 1 — QA/QC REVIEW (Before Upload to DMS)

A. Historical Sufficiency

- At least 4 prior measurements available?
- Includes seasonal high and seasonal low data?

If no → Result likely **Uncertain Representativeness** in Step 2.

B. Trend & Pattern Evaluation

- Seasonal pattern logical (decline in dry months, recovery in wet)?
- Trend consistent with regional aquifer behavior?
- Similar pattern to nearby wells screened in same aquifer?
- Pumping influence predictable and explainable?
- Aquifer response matches screened interval (confined vs unconfined)?

If inconsistent with seasonal patterns or nearby wells → Result likely **Unrepresentative** in Step 2.

If consistent with localized and regional trends and expected aquifer behavior → Result is likely **Representative** in Step 2.

C. Red Flag Screening (Automatic Escalation Triggers)

- | | |
|--|--|
| <input type="checkbox"/> Exact same water level reported multiple times | <input type="checkbox"/> No recovery after pumping season |
| <input type="checkbox"/> Dramatic jump (tens of feet) without hydrologic explanation | <input type="checkbox"/> Confined well behaving like shallow recharge well |
| <input type="checkbox"/> Sharp isolated drawdown inconsistent with region | <input type="checkbox"/> Measurement indicates dry well (below screen) |

If any box checked → classify as **Unrepresentative** in Step 2.

STEP 2 — CLASSIFY RESULT

- | | | |
|---|---|---|
| <input type="checkbox"/> Representative | <input type="checkbox"/> Uncertain Representativeness | <input type="checkbox"/> Unrepresentative (Anomalous) |
|---|---|---|

STEP 3 — REQUIRED ACTIONS

If Representative

- Upload to DMS

If Uncertain Representativeness

- Compare with nearby wells
- Review pumping conditions
- Flag internally for follow-up
- Consider confirmation measurement (ideal ≤ 2 weeks)
- Consider increasing monitoring frequency or adding logger

If Unrepresentative

- Email Subbasin Technical Consultant immediately
- Mark result as "Anomalous" in DMS
- Schedule confirmation measurement (≤ 2 weeks ideal, optional)
- Evaluate well integrity (age, condition, cross-screening risk)

STEP 4 — AFTER CONFIRMATION

If anomaly corrected:

- Update DMS with confirmed result
- Document explanation

If anomaly confirmed:

- Re-mark as "Anomalous"
- Assess need for:
 - Well redevelopment
 - Specialized monitoring equipment
 - Proxy Site
 - Replacement RMS

STEP 5 — PROXY / REPLACEMENT TRIGGERS

Initiate Proxy if:

- RMS temporarily unavailable (< 2 years)

Initiate Replacement if:

- RMS unavailable (> 2 years)

OR

- Repeated unrepresentative results

Attachment C

Groundwater Quality Monitoring Result QA/QC Checklist for GSAs

DRAFT

Groundwater Quality Monitoring Result QA/QC Checklist for GSAs

STEP 1 — QA/QC REVIEW (Before Upload)

A. Historical Context

- ≥ 4 prior sampling events?
- Established concentration range defined?

If no → classify as Uncertain Representativeness in Step 2.

B. Constituent Review

- Within historical range?
- Spatially consistent with nearby wells (within ~3 miles)?
- Geochemically plausible?
- Internal consistency between related parameters?
- Stable constituents remain stable?

If inconsistent with seasonal patterns or nearby wells → Result likely Unrepresentative in Step 2.

If consistent with localized and regional trends and expected aquifer behavior → Result is likely Representative in Step 2.

C. Red Flag Screening

- | | |
|---|---|
| <input type="checkbox"/> Extreme isolated spike | <input type="checkbox"/> High turbidity affecting metals |
| <input type="checkbox"/> Non-detect → high detection without new source | <input type="checkbox"/> Holding time / preservation issue |
| <input type="checkbox"/> Chemically impossible relationship | <input type="checkbox"/> Suspected cross-contamination |
| <input type="checkbox"/> Nitrite > nitrate in oxygenated aquifer | <input type="checkbox"/> Deep anoxic well showing shallow nitrate signature |

If any box is checked → classify as Unrepresentative in Step 2.

STEP 2 — CLASSIFY RESULT

- Representative Uncertain Representativeness Unrepresentative (Anomalous)

STEP 3 — REQUIRED ACTIONS

If Representative

- Upload to DMS

If Uncertain Representativeness

- Flag for follow-up
- Increase scrutiny at next sampling event
- Compare to nearby wells
- Consider targeted resample
- Note in DMS "Uncertain Representativeness"

- Notify Subbasin Technical Consultant immediately
- Mark as "Anomalous" in DMS
- Schedule resample ASAP (optional/recommended)
- Review sampling flow rate & intake depth
- Confirm proper chain-of-custody
- Evaluate equipment contamination risk

STEP 4 — AFTER CONFIRMATION

This step applies only if a confirmation resample has been completed for the constituent of interest. Confirmation resampling is optional but recommended.

If resample result corrects anomalous result(s):

- Update DMS with corrected result (from resample)
- Document original anomaly and correction in DMS notes

If resample result confirms anomaly:

- Assess well integrity
- Review field protocols
- Consider equipment dedication
- Evaluate need for Replacement RMS

STEP 5 — PROXY / REPLACEMENT TRIGGERS

Initiate Proxy if:

- RMS temporarily unavailable (< 2 years)

Initiate Replacement if:

- RMS unavailable > 2 years

OR

- Repeated unrepresentative results

Attachment D

Land Subsidence Monitoring Result QA/QC Checklist for GSAs

DRAFT

Land Subsidence Monitoring Result QA/QC Checklist for GSAs

STEP 1 — QA/QC REVIEW

A. Survey Integrity

- Approved survey methodology used (GPS/leveling)?
 - Benchmark physically stable?
 - No visible tilt/damage/disturbance?
-

B. Data Comparison

- Compare to InSAR data
 - Compare to nearby benchmarks
 - Trend consistent with historical behavior?
 - Magnitude plausible for basin conditions?
 - No physically impossible uplift?
-

C. InSAR Review

- Check for pixel reset-to-zero artifacts
 - Confirm displacement time series logical
 - Consider accuracy differences (benchmark vs InSAR)
-

D. Red Flag Screening

- Benchmark damaged
- Survey error suspected
- Massive unexplained spike
- Extreme uplift in known subsiding area
- InSAR decorrelation

*If any box is checked → classify as **Unrepresentative in Step 2.***

STEP 2 — CLASSIFY RESULT

- Representative Uncertain Representativeness Unrepresentative (Anomalous)

STEP 3 — REQUIRED ACTIONS

If Representative

- Upload to DMS

If Uncertain

- Review InSAR carefully
 - Compare adjacent benchmarks
 - Report with notation if defensible
- OR
- Default to "No Measurement" if unresolved

If Unrepresentative

- Report as "No Measurement"
- Include explanation in DMS
- Use InSAR as analytical surrogate
- Notify Subbasin Technical Consultant

STEP 4 — FOLLOW-UP ACTIONS

If benchmark damaged:

- Initiate repair or replacement

If survey issue:

- Review survey protocols

If long-term instability:

- Initiate Replacement RMS (within 2 years)

DRAFT



TO: Board of Directors
Agenda Item No. 17

FROM: Taylor Blakslee / Jarrett Martin

DATE: March 9, 2026

SUBJECT: Update on the SWRCB Staff Recommendation to Return the DM Subbasin to the Department of Water Resources

Recommendation

None; information only.

Discussion

On March 2, 2026, the State Water Resources Control Board (State Water Board or Board) released a Staff Assessment of the 2024 revised Delta-Mendota Subbasin Groundwater Sustainability Plan (GSP) for public comment as is provided as **Attachment 2**. The purpose of the Staff Assessment is to inform interested parties and the State Water Board as the Board considers referring the Delta-Mendota Subbasin back to the Department of Water Resources for continued state evaluation and assessment consistent with Chapter 10 of the Sustainable Groundwater Management Act (SGMA). State Water Board staff is recommending the Board return the Delta-Mendota Subbasin to the Department of Water Resources' jurisdiction.

Section 4 of the Staff Assessment includes recommendations for the Delta-Mendota Subbasin GSAs to consider including in future GSP revisions to support improved groundwater management in the subbasin and an overview on these recommendations from EKI is provided as **Attachment 1**.

Upcoming Meeting:

At the Tuesday, April 7, 2026, State Water Board meeting, the Board will consider adopting a resolution to return the Delta-Mendota Subbasin back to the Department of Water Resources' jurisdiction.

For discussion purposes only

RETURN THE DM BASIN TO DWR'S JURISDICTION!

- SWRCB staff concludes that a probationary designation of the Basin is unnecessary and recommends the Board return the Basin to DWR's jurisdiction because the GSAs successfully coordinated to revise the GSP and committed to:
 - Reduce pumping through allocations in each GSA Group
 - Develop a proactive response to potential impacts via PRPs
 - Expand the frequency and scope of constituent sampling
 - Establish a mitigation program for drinking water wells
 - Evaluate impacts to ISWs by incorporating a model

EVALUATION → RECOMMENDATIONS

- Staff letter identifies key aspects of GSP or its implementation that require refinements
- 6 Recommended Actions for future GSP updates and implementation
 - Data collection
 - Sustainable Yield
 - PRP
 - Subsidence
 - Critical infrastructure
 - ISW

RECOMMENDED ACTIONS

- **Continue efforts to better define the relationship between groundwater level minimum thresholds and each applicable sustainability indicator consistent with the GSP Regulations**
 - Continue data collection efforts to resolve identified data gaps
- **Establish the sustainable yield as defined by the SGMA Statute**
 - Revise the sustainable yield range to a discrete value
 - Include a discussion of how the sustainable yield will avoid causing undesirable results in the subbasin

RECOMMENDED ACTIONS (CONT.)

- **Update the PRPs with appropriate information to ensure pumping reductions and allocation backstop programs are actionable and implementable**
 - The PRPs should contain information describing how each member GSA will reduce groundwater pumping in order to achieve the GSA Group-specific pumping reduction by 2030
 - Continue to refine the Groundwater Allocation Backstop in the PRPs to explain how each GSA Group will implement allocations
- **Consider DWR's Subsidence BMP and other future guidance documents**
 - Incorporate DWR's Subsidence BMP in future GSP revisions
 - Determine critical heads to effectively manage groundwater levels and address ongoing subsidence
 - Develop plans to prevent subsidence in areas that have not experienced subsidence historically
 - Analyze the relationship between water levels and subsidence and adjust thresholds as needed

RECOMMENDED ACTIONS (CONT.)

- **Refine the definition of critical infrastructure and continue to work with operators**
 - Consider all portions of water conveyance systems as critical infrastructure
 - Continue to work with operators of these facilities and provide updates in the Annual Report on the current conditions of infrastructure within the subbasin
- **Continue to resolve data gaps and refine sustainable management criteria associated with depletions of Interconnected Surface Water**
 - Continue to resolve data gaps by improving established monitoring networks
 - Consider re-evaluating depletion modeling to further identify the timing and location of modeled depletions, establish reach-specific sustainable management criteria, and evaluate the impact of sustainable management criteria on beneficial uses
 - Incorporate DWR's additional guidance documents for management of depletions of interconnected surface water once available

DELTA-MENDOTA SUBBASIN STAFF ASSESSMENT

March 2026



Table of Contents

Executive Summary	4
SGMA Background	4
Delta-Mendota Subbasin	4
Issues with 2022 Groundwater Sustainability Plan	6
2024 Groundwater Sustainability Plan Improvements	6
Staff Recommendations and Next Steps	7
1.0 Background: The Sustainable Groundwater Management Act and State Intervention	7
1.1 The Sustainable Groundwater Management Act Background	7
1.2 Returning a Subbasin to DWR’s Jurisdiction.....	8
2.0 Delta-Mendota Subbasin Background.....	9
3.0 Board Staff Evaluation of the 2024 Delta-Mendota GSP.....	11
3.1 Groundwater Levels.....	12
3.1.1 Defining Undesirable Results.....	12
3.1.2 Establishing Minimum Thresholds	13
3.1.3 Minimum Threshold Impacts on other Sustainability Indicators	13
3.1.4 Groundwater Overdraft	14
3.1.5 Sustainable Yield	15
3.1.6 Coordination and Inconsistencies in the 2022 GSPs.....	16
3.1.7 Groundwater Level Monitoring Network.....	16
3.1.8 Demand Management	17
3.2 Land Subsidence	18
3.2.1 Land Subsidence SMC	18
3.2.2 Land Subsidence Management Actions	18
3.2.3 Critical Infrastructure in the Subbasin	19
3.3 Groundwater Quality	20
3.3.1 Establishing SMC for Subbasin Analyte List.....	20
3.3.2 Defining Undesirable Results.....	21
3.3.3 Groundwater Quality Monitoring	21
3.4 Interconnected Surface Water	22
3.4.1 Identification of Interconnected Surface Water	22
3.4.2 Quantification of Depletions of Interconnected Surface Water.....	23

3.4.3 Qualitative Definition of an Undesirable Result.....	24
3.4.4 Definition of Minimum Thresholds.....	24
3.5 Domestic Well Mitigation Program	25
4.0 Recommendations for GSP Improvement.....	26
5.0 Recommendations for Board Action on the Delta-Mendota Subbasin.....	28
6.0 References	29
7.0 Figures	31

Executive Summary

SGMA Background

The mission and responsibility of the State Water Resources Control Board (State Water Board or Board) is to preserve, enhance, and restore the quality of California's water resources and protect them for all present and future generations. In 2014, the state Legislature passed the historic Sustainable Groundwater Management Act (SGMA) that established a new framework for how groundwater would be managed locally at the basin scale to achieve long-term sustainability. SGMA authorizes local public agencies to form Groundwater Sustainability Agencies (GSAs) in groundwater basins and requires that basins designated as high-priority and medium-priority by the California Department of Water Resources (DWR) be managed by Groundwater Sustainability Plans (GSPs). These GSAs are responsible for the sustainable management of their groundwater basins; however, state agencies are responsible for ensuring local groundwater management achieves SGMA's goals.

Under SGMA, DWR is responsible for reviewing GSPs to determine if local actions will be adequate to achieve the sustainable use of groundwater. If DWR finds a basin's GSP or GSPs are unlikely to achieve sustainable groundwater management, DWR will issue an inadequate determination. This determination will initiate the State Water Board's state intervention process, which could result in the State Water Board temporarily managing and protecting groundwater resources until local agencies are able to do so. Following an inadequate determination by DWR, State Water Board staff will work with the GSAs to correct the deficiencies identified in the GSAs' plan or implementation of the plan. If the State Water Board determines the GSAs adequately addressed groundwater management issues, the Board may release a subbasin from the State Water Board process and return it to DWR's jurisdiction. Otherwise, the State Water Board may, through a noticed public hearing process, designate the basin as "probationary" under SGMA and collect groundwater pumping information and fees from extractors in the basin. After one year of probationary status, the Board may develop and adopt an interim plan that directly manages pumping in the basin. State intervention is in addition to local management and intended to be temporary. The goal of the state intervention process is to ensure the sustainable use of groundwater and to return a basin to local management as soon as local actions are sufficient to achieve sustainability. Section 1 of this State Water Board Staff Assessment (Staff Assessment) contains more detail on the state intervention process.

Delta-Mendota Subbasin

The Delta-Mendota Subbasin (subbasin) is located in the western portion of the San Joaquin Valley (Figure 1), in portions of Fresno, Madera, Merced, San Joaquin, San

Benito, and Stanislaus counties, and contains the cities of Dos Palos, Firebaugh, Gustine, Los Banos, Mendota, Newman, and Patterson.

Since time immemorial, the following California Native American Tribes have had cultural, traditional, or ancestral connections to the Delta-Mendota Subbasin: Amah Mutsun Tribal Band, Amah Mutsun Tribal Band of Mission San Juan Bautista, Big Pine Paiute Tribe of the Owens Valley, Big Sandy Rancheria of Western Mono Indians, Bishop Paiute Tribe, Buena Vista Rancheria of Me-Wuk Indians, Calaveras Band of Mi-Wuk Indians, California Valley Miwok Tribe, Chicken Ranch Rancheria of Me-Wuk Indians, Cold Springs Rancheria of Mono Indians of California, Confederated Villages of Lisjan Nation, Costanoan Ohlone Rumsen-Mutsen Tribe, Costanoan Rumsen Carmel Tribe, Dunlap Band of Mono Indians, Fort Independence Indian Community of Paiutes, Guidiville Rancheria of California, Indian Canyon Mutsun Band of Costanoan, Lone Band of Miwok Indians, Jackson Rancheria Band of Miwok Indians, Kitanemuk & Yowlumne Tejon Indians, Lone Pine Paiute-Shoshone Tribe, Mono Lake Kootzaduka'a Tribe, Muwekma Ohlone Tribe of the SF Bay Area, Nashville Enterprise Miwok-Maidu-Nishinam Tribe, North Fork Mono Tribe, North Fork Rancheria of Mono Indians, Northern Valley Yokut/Ohlone Tribe, Pakan'yani Maidu of Strawberry Valley Rancheria, Picayune Rancheria of the Chukchansi Indians, Salinan Tribe of Monterey and San Luis Obispo Counties, Santa Rosa Indian Community of the Santa Rosa Rancheria, Southern Sierra Miwok Nation, Table Mountain Rancheria, Tamien Nation, Traditional Choinumni Tribe, Tule River Indian Tribe, Tuolumne Band of Me-Wuk Indians, United Auburn Indian Community of the Auburn Rancheria, Wilton Rancheria, Wuksachi Indian Tribe/Eshom Valley Band, and Xolon-Salinan Tribe (Native American Heritage Commission, Personal Communication, February 6, 2026).

The Delta-Mendota Subbasin is managed by 7 GSA Groups, comprised of 23 GSAs, which include: the Aliso Water District GSA Group, the Farmers Water District GSA Group, the Fresno County Management Areas A and B GSA Group, the Grassland GSA Group, the Northern Delta-Mendota GSA Group, the Central Delta-Mendota GSA Group, and the San Joaquin River Exchange Contractors GSA Group. The primary uses of groundwater within the subbasin are for irrigated agriculture, drinking water, and wildlife habitat. During most years, agriculture accounts for more than 85% of groundwater use in the subbasin (Water Year 2019–Water Year 2024 Annual Reports). The subbasin is critically overdrafted, which means that groundwater is pumped out of the subbasin faster than it is recharged by rain and other sources. On average, the amount pumped from the subbasin in a year is 140,000 acre-feet greater than the amount recharged (2024 GSP, p. 303). Overdraft can cause the land surface to sink, potentially damaging infrastructure and reducing aquifer storage. In addition, overdraft threatens groundwater levels and drinking water quality and could have disparate impacts on communities that rely on shallow wells. Due to historic and political factors, many of these communities are economically disadvantaged and communities of color. The subbasin has an estimated population of 129,666 people as of 2022, with the majority of the population reporting as Hispanic or Latino (74.7%) and white (18.4%)

(United States Census Bureau, 2022). The average annual household income within the subbasin in 2022 was \$70,064, which is significantly less than the state average of \$101,066 (ibid.).

Issues with 2022 Groundwater Sustainability Plan

The state intervention process for the Delta-Mendota Subbasin was initiated in March 2023 when DWR determined the subbasin's six 2022 GSPs were inadequate and identified multiple deficiencies in the GSPs (Inadequate Determination). DWR identified issues regarding the lack of coordination among the subbasin's six GSPs, as well as local agencies' plans for managing the chronic lowering of groundwater levels, land subsidence (land sinking due to groundwater pumping), degradation of groundwater quality, and depletion of interconnected surface waters being inconsistent with SGMA and the GSP Regulations. State Water Board staff reviewed the 2022 GSPs and determined that implementing the 2022 GSPs would result in uncoordinated implementation as well as additional groundwater level declines, potential impacts to drinking water wells and interconnected surface water, and further degradation of groundwater quality.

2024 Groundwater Sustainability Plan Improvements

The GSAs released a single revised draft GSP in May 2024, which they adopted with slight revisions in July 2024 (2024 GSP). State Water Board staff evaluated the 2024 GSP to determine if identified deficiencies were resolved.

The GSAs made significant progress with the 2024 GSP and substantially resolved deficiencies. Through the 2024 GSP, the GSAs show a greater commitment to protecting drinking water users and improved groundwater management. Some of the improvements the GSAs made in the 2024 GSP include:

- Reducing pumping by setting limits for groundwater extractors through allocations in each GSA Group.
- Developing a proactive response to potential impacts from declining groundwater levels, land subsidence, and degradation of groundwater quality via the GSA Group-specific pumping reduction plans.
- Expanding the frequency and scope of constituent sampling in monitoring wells to improve preparedness for addressing potential groundwater quality concerns.
- Establishing a mitigation program for drinking water wells that may be adversely impacted by declining groundwater levels or groundwater quality degradation.

- Making significant progress in evaluating impacts to interconnected surface waters by incorporating a model-estimated depletion rate and committing to resolve data gaps.

Staff Recommendations and Next Steps

State Water Board staff concludes the GSAs amended the GSP such that a probationary designation of the Delta-Mendota Subbasin is unnecessary and recommends the Board return the subbasin to DWR's jurisdiction for continued evaluation of local management under SGMA. Section 1.2.1 of the Staff Assessment includes more information about returning the subbasin to DWR's jurisdiction.

GSAs must continue to evaluate their GSP as they work toward achieving sustainability. The GSP will be periodically reviewed once a basin is returned to DWR's jurisdiction. Section 4 of the Staff Assessment includes recommendations for the Delta-Mendota Subbasin GSAs to consider including in future GSP revisions to support improved groundwater management in the subbasin.

1.0 Background: The Sustainable Groundwater Management Act and State Intervention

Section 1.1 provides general background on the Sustainable Groundwater Management Act (SGMA) and the roles it defines for groundwater sustainability agencies (GSAs), the California Department of Water Resources (DWR), and the State Water Resources Control Board (State Water Board or Board). The section describes the Board's role as a backstop, including protecting groundwater and those who depend on it when local efforts alone are inadequate. Section 1.2 provides background on the process to return a basin to DWR's jurisdiction.

1.1 The Sustainable Groundwater Management Act Background

Groundwater is one of California's greatest natural resources and makes up a significant portion of the state's water supply. Overdraft occurs when groundwater pumping removes groundwater faster than the basin can refill. Some groundwater basins in California are defined as critically overdrafted, and are experiencing significant adverse environmental, economic, and social impacts.

SGMA authorizes local public agencies overlying groundwater basins to form groundwater sustainability agencies (GSAs) and develop and implement groundwater sustainability plans (GSPs). GSAs are responsible for the long-term management of their groundwater basins that avoids "undesirable results" within 20 years of implementing their GSPs. To achieve this, GSAs address data gaps, set criteria for groundwater conditions, implement projects and management actions, monitor groundwater levels and quality, and review their plans at least every five years.

DWR is the primary agency for technical assistance and oversight in SGMA and is tasked with assessing and evaluating GSPs for regulatory compliance. The State Water Board may intervene in groundwater management when local management is deemed inadequate due to deficiencies in the GSP or with GSP implementation. When DWR, in consultation with the State Water Board, deems the GSP or GSPs in a basin inadequate (Wat. Code, § 10735.2, subd. (a)(3)), DWR refers the basin to the State Water Board for potential state intervention (Wat. Code, § 10735 et seq.).

State intervention is a multi-step process. First, the Board must consider whether to designate the basin as probationary. If a basin is designated as probationary, the Board will begin collecting data on groundwater uses and volumes, begin collecting fees, and may conduct additional investigations. GSAs may continue to revise their GSPs during the probationary period. If deficiencies identified through the probationary designation process are not remedied within one year of a probationary designation, the Board may consider the imposition of an interim plan for the basin. Importantly, the GSA retains its authority and responsibilities during state intervention and must continue to implement the GSP regardless of the basin's probationary status.

1.2 Returning a Subbasin to DWR's Jurisdiction

State intervention can be temporary. If GSAs can demonstrate to the State Water Board that they addressed all deficiencies identified by DWR as the basis for the referral and other concerns that Board staff identifies as additional issues during any assessment of the GSP prior to a hearing, the State Water Board may determine that it is not necessary to designate the basin as probationary and return the basin to DWR's jurisdiction. In most cases, the GSAs identify specific revisions to the GSP and how those revisions address the concerns described in DWR's Inadequate Determination, propose a plan for implementing GSP revisions, and provide responses to concerns raised by State Water Board staff in technical meetings.

After considering the GSAs' efforts, if the State Water Board determines that the deficiencies identified by DWR no longer exist, then the State Water Board returns the basin to DWR's jurisdiction. DWR's jurisdiction includes DWR's periodic reviews of GSAs' GSPs, to be conducted at least every five years (Wat. Code, §§ 10733, 10733.8; California Department of Water Resources, 2025). The process to return a basin to DWR's jurisdiction may include notice to the public and opportunity for public comment. In the case of the Delta-Mendota Subbasin, the State Water Board noticed the release of a Staff Assessment and proposal to return the basin to DWR's jurisdiction on March 2, 2026, provided an opportunity for written public comment on the Staff Assessment and proposal between March 2, 2026 and April 1, 2026, and expects to consider and potentially take action on the Board staff proposal at the April 7, 2026 Board meeting.

2.0 Delta-Mendota Subbasin Background

The Delta-Mendota Subbasin (subbasin) is in the western portion of the San Joaquin River hydrologic region within California’s Central Valley (Figure 1). DWR determined the Delta-Mendota Subbasin is a high-priority groundwater basin and subject to conditions of critical overdraft, meaning that groundwater extractions exceeded the subbasin’s sustainable yield for years. The subbasin covers approximately 765,000 acres across 6 counties, making it one of the largest in the state. Groundwater in the subbasin is managed by 7 GSA Groups, comprised of 23 GSAs (Figure 2 and Figure 3): the Aliso Water District GSA Group, the Farmers Water District GSA Group, the Fresno County Management Areas A and B GSA Group, the Grassland GSA Group, the Northern Delta-Mendota GSA Group, the Central Delta-Mendota GSA Group, and the San Joaquin River Exchange Contractors GSA Group (collectively, the Delta-Mendota Subbasin GSAs or GSAs) (2024 GSP, p. 21).

The primary water supply in the subbasin is surface water. However, reliance on groundwater increases during droughts. Groundwater in the subbasin is used primarily for “[a]gricultural irrigation, urban and domestic water supply, industrial processing, and managed wetlands” (2024 GSP, p. 91). Recent examples of groundwater extraction ranged from 231,300 acre-feet (AF) in Water Year 2022 (wet year) to 563,900 AF in Water Year 2023 (dry year) (Water Year 2022 Annual Report, p. 15; Water Year 2023 Annual Report, p. 15). Agricultural water use accounted for 78% and 89% of total groundwater extractions for Water Year 2022 and 2023, respectively (ibid.). Generally, the subbasin is estimated to have an average overdraft of 140,000 acre-feet per year (AFY) with current extractions exceeding the subbasin’s average sustainable yield of 332,500 AFY (2024 GSP, pp. 9–10).

The 23 Delta-Mendota Subbasin GSAs submitted 6 GSPs to DWR in 2020 (2020 GSPs). DWR determined in January 2022 that the 2020 GSPs were incomplete, and the GSAs had 180 days to revise the GSPs. The GSAs submitted six revised GSPs and supporting documents (i.e., Coordination Agreement, Common Chapter, and Technical Memorandum) in July 2022 (2022 GSPs). In March 2023, DWR determined that the 2022 GSPs were inadequate. DWR’s Inadequate Determination of the 2022 GSPs initiated the State Water Board’s role as the state backstop under SGMA pursuant to subdivision (a)(3) of Water Code section 10735.2.

DWR’s 2022 GSP Inadequate Determination concluded that 2022 GSPs were inadequate due to deficiencies concerning coordination and sustainable management criteria (SMC) for chronic lowering of groundwater levels, land subsidence, degradation of groundwater quality, and interconnected surface water that would allow for significant and unreasonable impacts to beneficial uses and users of groundwater as well as surface land uses, including infrastructure. The deficiencies identified in DWR’s 2022 GSP Inadequate Determination are briefly summarized below.

Deficiencies involving declining groundwater levels:

- The GSAs' goals may allow significant and unreasonable impacts to beneficial uses and users.
- The minimum thresholds established by the GSAs may contribute to undesirable results for the other sustainability indicators.
- The GSAs did not quantify overdraft, nor discuss how exceedances will be mitigated.
- The GSAs did not establish a sustainable yield in accordance with the GSP Regulations.
- The GSAs did not use the same data and methodologies in accordance with the GSP Regulations.

Deficiencies involving land subsidence:

- The GSAs did not develop a coordinated definition for undesirable results as required by the GSP Regulations.
- The established subsidence SMC are not consistent with the GSP Regulations.

Deficiencies involving degradation of groundwater quality:

- The GSAs did not establish SMC for all constituents that may impact beneficial uses and users in the subbasin.

Deficiencies involving depletions of interconnected surface water:

- The GSAs did not establish SMC for depletions of interconnected surface water, and the proposed timing to develop SMC could allow for impacts to beneficial uses and users in the subbasin and adjacent subbasins.
- The GSAs did not specifically define all beneficial uses and users of interconnected surface water.

Board staff identified additional issues regarding groundwater levels, land subsidence, groundwater quality, and interconnected surface water which are summarized below:

Issues involving groundwater levels:

- Monitoring networks did not monitor impacts to domestic users.

Issues involving land subsidence:

- GSPs did not contain sufficient information as to how the GSAs would manage historic subsidence.

- GSPs did not identify all critical infrastructure in the subbasin.

Issues involving groundwater quality:

- GSPs did not clearly state how water quality degradation would be attributed to groundwater management.
- Monitoring networks were not consistent with the GSP Regulations.
- Management actions were not responsive to water quality degradation.

Issues involving interconnected surface water:

- GSPs did not identify all beneficial uses and users of interconnected surface water.
- Undesirable result definitions did not consider all beneficial uses and users of interconnected surface water.
- Minimum thresholds were not consistent with the GSP Regulations.

In July 2024, the GSAs adopted a new single GSP (2024 GSP), which aimed to address deficiencies outlined in DWR's Inadequate Determination and Board staff issues. Board staff evaluated the 2024 GSP to determine if revisions resolved DWR's deficiencies and Board staff issues. Additionally, the GSAs released six Pumping Reduction Plans (PRPs) as part of the Water Year 2024 Annual Report in April 2025 (2025 PRPs) and revised the Domestic Well Mitigation Policy in July 2025 (2025 DWMP). The six PRPs are GSA Group-specific; however, a single PRP covers both the San Joaquin River Exchange Contractors GSA Group and the Grassland GSA Group. The PRPs identify how each GSA Group will prevent minimum threshold exceedances, prevent additional subsidence from occurring, and address overdraft in the subbasin. A groundwater allocation backstop will be implemented should any GSA Group fail to meet the requirements of the GSP or PRP components.

3.0 Board Staff Evaluation of the 2024 Delta-Mendota GSP

Board staff evaluated the 2024 GSP to determine if the deficiencies outlined in DWR's 2022 GSP Inadequate Determination and issues identified by Board staff were addressed. Board staff finds that the GSAs substantially addressed the deficiencies identified by DWR and issues identified by Board staff. Additionally, the 2024 GSP, 2025 PRPs, and 2025 DWMP sufficiently describe implementation methods that should avoid significant and unreasonable impacts to beneficial uses and users. In the following sections, Board staff evaluates the GSAs' approach to managing groundwater

levels, land subsidence, groundwater quality, interconnected surface water, and domestic well mitigation.

3.1 Groundwater Levels

3.1.1 Defining Undesirable Results

The 2022 GSPs' plain language definition of undesirable results did not clearly describe the effects that the GSAs were trying to avoid.

Issue: DWR found that the GSAs did not provide an explanation of the process used to develop or justify what are considered significant and unreasonable conditions in the subbasin (2022 GSP DWR Inadequate Determination, p. 20). As a result, Board staff were unable to evaluate whether the effects of declining groundwater levels would cause undesirable results.

Current Status: In the 2024 GSP, the GSAs addressed this deficiency by identifying the beneficial users (i.e., groundwater pumpers and environmental beneficial users) that may be impacted by chronic lowering of groundwater levels and the potential effects that may occur if the subbasin experienced the defined undesirable results (2024 GSP, p. 230). The GSAs also identified that groundwater well dewatering was the primary potential effect of undesirable results caused by chronic lowering of groundwater levels (id. at p. 232).

The 2022 GSPs quantitative undesirable results definition was not correlated to represent the plain language undesirable results definition.

Issue: DWR noted in its 2022 GSP Inadequate Determination that the GSAs did not provide an analysis to explain or justify how its undesirable result definition for impacts to groundwater users was selected, or what impacts may occur to beneficial uses and users of groundwater if that threshold was met (2022 GSP DWR Inadequate Determination, p. 23).

Current Status: The 2024 GSP updated the definitions for the quantitative undesirable results, and justified those definitions through a well impact analysis and an analysis of groundwater-dependent ecosystems' (GDEs) health trends (2024 GSP, p. 231). Based on the well impact analysis results, the projected number of drinking water wells that may go dry, if all representative monitoring wells (RMWs) exceed their minimum thresholds by 2040, is within the mitigation capacity of the Domestic Well Mitigation Policy (ibid.). The GDE analysis results concluded that GDE health is not expected to decline beyond "[o]bserved conditions in 2015 if water levels in only 25 percent of RMW-WLs decrease to 2015 levels" (id. at p. 232).

Staff Analysis and Recommendation: The plain language undesirable result definition clearly defines what GSAs are trying to avoid and is now correlated with the quantitative undesirable results definitions, using criteria relied upon for defining when undesirable

results are occurring in the subbasin. With these revisions, **the DWR deficiency and State Water Board staff issues are resolved.**

3.1.2 Establishing Minimum Thresholds

In the 2022 GSPs, the GSAs did not clearly describe how the minimum thresholds were selected.

Issue: The groundwater level minimum thresholds identified in the 2022 GSPs reflected groundwater levels at historical low conditions; however, the GSPs did not indicate when these historic low groundwater levels were observed within the subbasin (2022 GSP DWR Inadequate Determination, p. 21). Furthermore, the 2022 GSPs stated that there was an increase in groundwater pumping, an increase in subsidence rates, and an unknown effect on interconnected surface water when groundwater levels were at or near historical low levels. In response, DWR noted “[t]he revised Plan does not recognize or account for these conditions or circumstances, and without such an analysis or discussion, DWR staff cannot determine if this is a reasonable approach for managing the Subbasin. It is unclear if the minimum thresholds have been selected to avoid undesirable results” (id. at p. 23).

Current Status: The methodology in the 2024 GSP was updated to prioritize establishing minimum thresholds for groundwater levels at the lowest water level observed in 2015, where data is available. This methodology also includes a buffer depth to allow for operational flexibility between the minimum threshold and the measurable objective, and additional approaches if the minimum threshold was shallow (2024 GSP, pp. 234–235).

Staff Analysis and Recommendation: With the revised methodology for establishing minimum thresholds and the inclusion of mitigation for declining groundwater levels (discussed in Section 3.5), the GSP now includes a consistent and protective criteria for undesirable results in the subbasin which meets the requirements under SGMA therefore **resolving DWR deficiencies and Board staff issues.**

3.1.3 Minimum Threshold Impacts on other Sustainability Indicators

In the 2022 GSPs, the GSAs did not explain how the selected groundwater level minimum thresholds would avoid undesirable results for the other applicable sustainability indicators.

Issue: DWR noted in its 2022 GSP Inadequate Determination that “[t]he revised Plan does not provide an explanation how the GSAs have determined that managing the Subbasin near historical low groundwater elevations would avoid undesirable results for the other applicable sustainability indicators” (2022 GSP DWR Inadequate Determination, p. 23).

Current Status: The 2024 GSP was revised to explain the relationship between chronic lowering of groundwater levels and the other sustainability indicators as follows:

- Groundwater storage: groundwater levels and storage are directly related, and the minimum thresholds for groundwater levels will not result in significant storage loss (2024 GSP, p. 236). Groundwater levels are used as a proxy for storage and Board staff finds that the relationship between groundwater level minimum thresholds and groundwater storage are sufficiently explained in Section 13.2 of the 2024 GSP.
- Groundwater quality: existing data does not demonstrate a clear correlation between groundwater levels and groundwater quality, potentially due to lack of co-located data. The relationship between the two will be studied further during GSP implementation (ibid.).
- Land subsidence: reductions in groundwater levels affect land subsidence, especially in the lower aquifer; the minimum thresholds for groundwater levels are established to prevent further declining groundwater levels and thus are intended to prevent further subsidence beyond 2015 conditions (id. at pp. 236–237).
- Interconnected surface water: reductions in groundwater levels affect interconnected surface water, and the minimum thresholds for groundwater levels are established to prevent further declining groundwater levels and thus are intended to prevent further depletion of interconnected surface water beyond 2015 conditions (id. at p. 237).

Staff Analysis and Recommendation: The additional details explaining the relationship between groundwater level minimum thresholds and the other applicable sustainability indicators **substantially resolve this deficiency**. While the 2024 GSP revision includes additional information on how declining groundwater levels may impact other sustainability indicators, the discussion is based on available data and additional investigation will be necessary to fully understand impacts. Board staff include recommended improvements in Section 4 for GSAs to consider in future GSPs to provide a more robust discussion on the relationships between groundwater level minimum thresholds and other applicable sustainability indicators such as land subsidence, degradation of groundwater quality, and depletions of interconnected surface water.

3.1.4 Groundwater Overdraft

In the 2022 GSPs, the GSAs did not clearly quantify overdraft in the subbasin nor discuss how overdraft will be mitigated.

Issue: DWR noted in its 2022 GSP Inadequate Determination that although the 2022 GSPs were revised to simplify the methodology used to assess changes in groundwater storage, “[t]here still does not appear to be a straightforward quantification of overdraft in the Subbasin and no discussion of how the overdraft will be mitigated seems to exist

in the Common Chapter or in any of the Subbasin's GSPs" (2022 GSP DWR Inadequate Determination, p. 25).

Current Status: In the 2024 GSP, the GSAs updated the methodology for calculating the subbasin's cumulative change in storage, which now clearly quantifies the subbasin's groundwater overdraft (2024 GSP, p. 209). The 2024 GSP also includes a discussion on how the GSAs plan to mitigate overdraft through a series of proposed projects and management actions as well as the six PRPs. The six PRPs laid out six total components, including an Overdraft Mitigation Plan intended to achieve an overall pumping reduction to mitigate the quantity of overdraft in the subbasin (Water Year 2024 Annual Report, Appendix D, Section 3). Additionally, the 2024 GSP includes a table that outlines the average annual volume per year that is expected from supply augmentation (e.g., recharge projects) and pumping reduction that equates to the average annual overdraft that needs to be addressed by 2040 (2024 GSP, p. 217).

Staff Analysis and Recommendation: With the addition of clearly quantifying overdraft in the subbasin and the Overdraft Mitigation Plan, **DWR deficiencies related to overdraft are resolved by the GSAs.**

3.1.5 Sustainable Yield

In the 2022 GSPs, the GSAs did not establish a sustainable yield in accordance with the GSP Regulations.

Issue: DWR noted that the sustainable yield identified in the 2022 Common Chapter "[d]oes not appear to account for the maximum quantity of water that can be withdrawn annually from the Subbasin without causing an undesirable result" (2022 GSP DWR Inadequate Determination, p. 13). The sustainable yield is required to be correlated to the amount of water that can be withdrawn from a groundwater supply without causing an undesirable result (Water Code § 10721(w)).

Current Status: In the 2024 GSP, the subbasin's sustainable yield was estimated at approximately 308,000 AFY to 375,000 AFY, considering both historical and current water budget periods (Water Years 2003–2023) (2024 GSP, p. 221). The GSAs established the subbasin's sustainable yield as the average groundwater volume that can be extracted annually resulting in a zero net change in groundwater storage under long-term conditions which may avoid undesirable results (ibid.). The GSAs state the sustainable yield may be adjusted for the subbasin based on the implementation of projects and management actions but is ultimately dependent on the GSP's SMC, as the final sustainable yield is defined by the volume of groundwater extraction that avoids undesirable results (ibid.).

Staff Analysis and Recommendation: Although the 2024 GSP contains an explanation regarding the sustainable yield methodology, **technical issues with sustainable yield remain only partially resolved** as establishing sustainable yield as a range may make it difficult to assess whether the subbasin is on track to reach

sustainability as implementation continues. Given these concerns, staff proposed recommendations in Section 4 for GSAs to identify a discrete value that represents the maximum quantity of water that can be withdrawn annually rather than a range for the sustainable yield.

3.1.6 Coordination and Inconsistencies in the 2022 GSPs

The 2022 GSPs and supporting documents (i.e., Coordination Agreement, Common Chapter, and Technical Memorandum) had inconsistencies, were uncoordinated, and lacked sufficient detail.

Issue: DWR noted in its 2022 GSP Inadequate Determination that “[w]hile the new undesirable result definitions for each of the five applicable sustainability indicators seem to be aligned across the Subbasin’s six GSPs, Technical Memorandum #4 still reflects the original definitions that allows each GSP group to locally define sustainable conditions within their individual areas” (2022 GSP DWR Inadequate Determination, p. 3). Additionally, DWR noted issues such as the 2022 GSPs relied on different methodologies for developing individual GSP water budgets, supporting documents’ sustainable yield assumptions and methodologies did not reflect the revisions made in the 2022 GSPs, and subbasin-wide change in storage values were not consistent across documents (see DWR’s 2022 GSP Inadequate Determination for detailed coordination deficiencies).

Current Status: The Delta-Mendota Subbasin is now managed with a single GSP, and the GSAs standardized their data and methodologies in the 2024 GSP. Additionally, the Delta-Mendota Subbasin GSAs executed a Memorandum of Agreement, establishing that the GSAs agree to coordinate the work and management of the subbasin (2024 GSP, Appendix D, p. 2).

Staff Recommendation and Analysis: With these revisions, **DWR deficiencies, specifically the lack of coordination and inconsistencies among methods and data, identified in the 2022 GSPs and supporting documents are resolved in the 2024 GSP.**

3.1.7 Groundwater Level Monitoring Network

Board staff noted that the 2022 GSPs did not include sufficient information describing how the GSAs will establish a monitoring network that is protective of drinking water users.

Issue: The 2022 GSPs did not demonstrate that the groundwater level monitoring networks allow the GSAs to monitor impacts to domestic wells. The GSAs relied primarily upon existing regulatory monitoring programs to help meet the monitoring requirements under SGMA. To represent domestic wells, the GSAs utilized public supply wells which are typically completed at much greater depths, identifying conditions that are not representative of conditions in shallow domestic wells.

Additionally, the GSAs established a buffer distance of one-quarter mile around the nearest RMW, from which the GSAs may notify well users of potential impacts due to declining groundwater levels. Board staff determined that the one-quarter-mile buffer from the RMW would not include a sufficient number of potentially impacted domestic wells (2024 GSP, p. 330).

Current Status: The 2024 GSP was revised to include an updated groundwater level monitoring network, adding 34 water level RMWs, for a total of 108 water level RMWs distributed between the upper and lower aquifers (2024 GSP, p. 273). Additionally, the GSAs revised the buffer distance to three miles and committed to notify domestic well users of potential impacts due to degradation of groundwater quality in addition to impacts due to declining groundwater levels (2025 DWMP, p. 3). This revision now spatially represents domestic wells sufficiently and appears to be protective of approximately 90% of domestic wells.

Staff Analysis and Recommendation: With these revisions to the 2024 GSP, **technical issues with the representative monitoring network are resolved.**

3.1.8 Demand Management

The 2022 GSPs did not include sufficient information to identify projects and management actions that may sufficiently mitigate overdraft in the subbasin.

Issue: DWR noted that the 2022 GSPs still did not contain a clear quantified definition of overdraft and lacked a discussion as to how overdraft will be mitigated (2022 GSP DWR Inadequate Determination, p. 11).

Current Status: In the 2024 GSP, the GSAs evaluated how projects and management actions will mitigate overdraft and enacted new demand management programs by implementing groundwater pumping reductions and allocation backstops in the GSA Group-specific PRPs. Pumping reductions are proposed for a period of five years, ending in 2030 (2024 GSP, pp. 303–312; Water Year 2024 Annual Report, Appendix D, Section 3). If a GSA Group does not achieve the annual pumping reduction, extractors in the respective GSA may be subject to the Groundwater Allocation Backstop, which implements a uniform acre-foot per acre allocation limited to the estimated sustainable yield of the GSA service area (id. at Section 6).

Staff Analysis and Recommendation: While the Overdraft Mitigation Plan substantially addresses DWR deficiencies, **technical issues regarding the 2025 PRPs lack of detail regarding GSA-specific pumping reductions and the Groundwater Allocation Backstop remain only partially resolved.** Board staff proposed several considerations in developing a detailed allocations program in Section 4 to ensure the Overdraft Mitigation Plan and Groundwater Allocation Backstop have clear structures to be implemented therefore ensuring both programs' critical success.

3.2 Land Subsidence

3.2.1 Land Subsidence SMC

DWR identified two deficiencies involving land subsidence SMC in the 2022 GSPs, focusing on inconsistencies between the GSPs and the approach to managing subsidence not meeting requirements of the GSP Regulations.

Issue: DWR determined that while the 2022 Common Chapter and the six 2022 GSPs appeared to be coordinated in their common definition of undesirable results, they still referenced the Technical Memorandum which was not updated with the most recent definition of undesirable results (2022 GSP DWR Inadequate Determination, p. 18). Additionally, DWR also found the 2022 GSPs inadequate, stating “[t]he revised approach to managing land subsidence in the Subbasin is not consistent with the GSP Regulations, which require the minimum threshold to be expressed as a rate and extent of subsidence and the new minimum threshold is only expressed as a total amount of subsidence” (id. at p. 29).

Current Status: The 2024 GSP contained a single definition for undesirable results in relation to land subsidence and established minimum thresholds for land subsidence as a rate rather than a total amount of subsidence (2024 GSP, p. 259–261).

Staff Analysis and Recommendation: With these revisions, Board staff find **both DWR deficiencies are resolved.**

3.2.2 Land Subsidence Management Actions

The 2022 GSPs did not include sufficient information describing how GSA management would prevent historic subsidence from continuing in the subbasin.

Issue: The Delta-Mendota Subbasin experienced significant subsidence since the mid-1920s, with the area southwest of the City of Mendota experiencing over 29 feet of subsidence as a result of groundwater extraction and overdraft conditions (2022 GSP Common Chapter, p. CC-100–CC-101). Extensive areas of subsidence occur in the eastern portion of the subbasin near the El Nido-Red Top area and southern portion of the subbasin in the Tranquility Irrigation District (id. at p. CC-101). These areas had increasing amounts of subsidence between 2011 and 2014 with measurements ranging from 0.15 to 0.75 feet in total (id. at CC-102).

Current Status: The 2024 GSP expands on the historic subsidence in the subbasin, and details that between 2015 and 2023, the City of Mendota, El Nido-Red Top area, and the southern portion of the Tranquility Irrigation District appear to have increasing rates of subsidence that may have resulted from groundwater extraction occurring in neighboring subbasins (2024 GSP, p. 182). Due to this increase in subsidence, the 2024 GSP includes the Subsidence Control Measures Agreement between landowners in and around Triangle T Water District GSA and other water agencies in the Delta-

Mendota Subbasin.¹ The Red Top Subsidence Mitigation Project (Project) and the Subsidence Control Measures Agreement (Agreement) include several management actions to address lower aquifer groundwater pumping causing subsidence (id. at p. 183). Since implementing the Project and Agreement, subsidence at critical infrastructure decreased substantially (e.g., the subsidence rate at Sack Dam has decreased from 0.042 feet per year to 0.012 feet per year) (ibid.).

Staff Analysis and Recommendation: With the implementation of the Subsidence Control Measures Agreement, **technical issues involving historic subsidence are substantially resolved.** The GSAs made improvements in how land subsidence will be managed in the subbasin; however, as implementation continues, the GSAs should incorporate up-to-date information related to land subsidence management practices. In July 2025, DWR published the draft Best Management Practices (BMP) for Sustainable Groundwater Management for Land Subsidence and released the final BMP in January 2026. This BMP includes several recommendations for GSAs to consider when establishing land subsidence SMC, including methods for calculating critical head; Board staff have included these recommendations in Section 4 to incorporate the BMP as implementation continues in the subbasin.

3.2.3 Critical Infrastructure in the Subbasin

The 2022 GSPs contained a limited definition of Critical Infrastructure which could have led to significant and unreasonable impacts to water conveyance in the subbasin.

Issue: Critical infrastructure in the 2022 GSPs was defined generally as including the Delta-Mendota Canal and California Aqueduct but did not specifically define which water conveyance structures outside of the Delta-Mendota Canal and California Aqueduct would be classified as critical infrastructure (2022 GSP Common Chapter, p. CC-171).

Current Status: The 2024 GSP utilizes a Conceptual Master Plan for Subsidence (2024 GSP, Appendix J) to revise the critical infrastructure definition to include the Delta-Mendota Canal (DMC), three sections of the Grassland Water District San Luis Canal, San Joaquin River Bifurcation, Sack Dam, two sections of the Chowchilla Bypass, and Mendota Pool/San Joaquin River Levee Systems (2024 GSP, Figure SMC-14). Additionally, the 2024 GSP and 2025 PRPs contain a Subsidence Avoidance Plan

¹ This is an agreement between certain landowners managing more than 14,000 acres in the western portion of the Chowchilla Subbasin and multiple water districts/companies in the neighboring Delta-Mendota Subbasin. The agreement was designed to mitigate subsidence and avoid undesirable results in the adjacent Delta-Mendota subbasin. Under the Agreement, Chowchilla landowners limit lower aquifer pumping and receive purchased surface waters from the districts in Delta-Mendota Subbasin.

to proactively address potential minimum threshold exceedances. The Subsidence Avoidance Plan initiates pumping cutbacks based on two components: a critical infrastructure protection component and a subsidence hotspot mitigation component (2024 GSP, p. 324; Water Year 2024 Annual Report, Appendix D, Section 6).

The Subsidence Master Plan maintains the same definition of critical infrastructure as the Subsidence Avoidance Plan and divides the subbasin into six categories based on the risk of subsidence and potential impacts, and proximity to critical infrastructure (2024 GSP, Appendix J, pp. vii–ix). For areas that are experiencing subsidence, monitoring recommendations are defined for groundwater extractions, groundwater levels, and land subsidence, as well as management strategies (id. at pp. ix–xi).

Staff Analysis and Recommendation: Although the 2024 GSP and 2025 PRPs contain an updated definition of critical infrastructure, **this issue is only partially resolved.** While the critical infrastructure definition has been expanded, the definition does not include all portions of the water conveyance facilities within the subbasin. It is crucial to avoid significant and unreasonable impacts that may limit conveyance capacity within the subbasin. To address technical issues, Section 4 contains several actions for the GSAs to consider in minimizing the impacts of subsidence.

3.3 Groundwater Quality

3.3.1 Establishing SMC for Subbasin Analyte List

In the 2022 GSPs, the Delta-Mendota Subbasin GSAs did not include minimum water quality thresholds for constituents other than total dissolved solids (TDS).

Issue: The GSAs established groundwater quality minimum thresholds for only TDS and removed all other minimum thresholds for other constituents that may be present within the basin and impacted by conditions that occur throughout the subbasin. In their corrective action, DWR noted that removing minimum thresholds for all constituents except for TDS was not recommended, and as proposed it was unclear if beneficial uses and users would be protected in areas where concentrations in RMWs historically exceeded the TDS threshold (2022 GSP DWR Inadequate Determination, pp. 27–28).

Current Status: The methodology in the 2024 GSP was updated to establish minimum thresholds for all analytes identified in the November 22, 2022 State Water Board letter to DWR ([2022 SWRCB Letter to DWR](#)). This included an updated approach to how minimum thresholds were established for each analyte based on available data (2024 GSP, Table 3-2 and pp. 251–254). Additionally, the methodology defines the baseline as the pre-SGMA (e.g., 2010–2014) average concentration plus the maximum annual fluctuation range recorded, where data is available; where earlier data are lacking, it is the first calendar year with data after 2014 plus the maximum annual fluctuation range (id. at pp. 252–253).

Staff Analysis and Recommendation: With this updated approach, the GSAs have established a consistent methodology for how groundwater quality minimum thresholds have been established for the subbasin, therefore the revisions in the 2024 GSP **resolve DWR deficiencies and Board staff issues.**

3.3.2 Defining Undesirable Results

The 2022 GSPs did not provide a justification in using a value of 50% and therefore do not clearly prevent significant and unreasonable impacts.

Issue: The 2022 GSPs allowed average constituent concentrations at 50% of RMWs to exceed minimum thresholds for three years before being considered an undesirable result. However, as noted in DWR's 2022 GSP Inadequate Determination, an analysis was not conducted to justify the use of a 50% threshold in the GSPs, and therefore the threshold may not clearly prevent significant and unreasonable impacts (2022 GSP DWR Inadequate Determination, p. 27).

Current Status: In the 2024 GSP, the Delta-Mendota Subbasin GSAs updated the quantitative definition of an undesirable result for degradation of groundwater quality to occur when groundwater management in the subbasin causes minimum threshold exceedances for any constituents of concern in 15% of water quality RMWs for a period of three consecutive semi-annual monitoring events. The 2024 GSP justifies this threshold because 15% of upper aquifer wells exhibited increasing TDS concentrations prior to January 1, 2015 (2024 GSP, p. 250).

Staff Analysis and Recommendation: With this updated definition and the inclusion of mitigation for water quality impacts (discussed in Section 3.5), the GSP now includes quantitative and protective criteria for undesirable results in the subbasin which meets the requirements under SGMA and **resolves DWR deficiencies and Board staff issues.**

3.3.3 Groundwater Quality Monitoring

The 2022 GSPs included asynchronous monitoring frequencies for sustainability indicators and did not include sufficient information describing how the GSAs will establish a monitoring network that is protective of drinking water users.

Issue: In terms of monitoring frequency, the most common sampling frequency was reported as twice per year for groundwater levels and once per year for groundwater quality in the 2022 GSPs (2022 GSP Common Chapter, pp. CC-180–CC-181). While not identified in DWR's 2022 GSP Inadequate Determination, Board staff were concerned that using inconsistent monitoring frequencies between sustainability indicators will not allow for comparisons to be made, since annual sampling cannot capture seasonal changes. Without capturing seasonal changes in water quality, impacts to beneficial uses and users from minimum threshold exceedances may occur for several years prior to causing an undesirable result. In addition, the groundwater

quality monitoring network presented in the 2022 GSPs contained approximately 70 water quality RMWs and primarily relied upon public supply wells to represent domestic users (id. at Table CC-20).

Current Status: In the 2024 GSP, the Delta-Mendota Subbasin GSAs expanded the groundwater quality monitoring network with 20 additional water quality RMWs (90 water quality RMWs total), committed to monitoring at least twice annually (e.g., during seasonal annual highs and lows), and plan to have sampling coincide with quarterly groundwater level measurements (2024 GSP, pp. 282–284). Moreover, the 2025 PRPs include additional monitoring requirements, should an investigation be initiated, that will continue until the initiating condition is resolved (Water 2024 Annual Report, Appendix D, Section 5.6).

Staff Analysis and Recommendation: With these revisions to the 2024 GSP, **technical issues with the representative monitoring network are resolved.**

3.4 Interconnected Surface Water

3.4.1 Identification of Interconnected Surface Water

Between the 2022 GSPs, there was no common methodology to determine the location of interconnected surface water (2022 GSP Common Chapter, p. CC-114).

Issue: The GSP Regulations require GSPs to “[p]rovide a description of current and historical groundwater conditions in the basin...based on the best available information” (Cal. Code Regs., tit. 23, § 354.16). This information includes: “[i]dentification of interconnected surface water systems within the basin and an estimate of the quantity and timing of depletions of those systems, utilizing data available from the Department, as specified in Section 353.2, or the best available information” (Cal. Code Regs., tit. 23, § 354.16, subd. (f)). Board staff identified that the different methodologies used by each GSP could lead to collection of inconsistent data, making it challenging to identify, and quantify depletions of, interconnected surface water.

Current Status: The GSAs substantially changed the approach in the 2024 GSPs from the 2022 GSPs to identify interconnected surface water systems. The 2024 GSP analyzed interconnected surface water based on the “[n]atural surface water bodies delineated in the USGS National Hydrography Dataset (NHD)” (2024 GSP, p. 187) to identify a network of potentially interconnected surface water bodies.

The GSAs then refined the network by keeping only surface water bodies whose streambed elevation was within 30 feet of a groundwater table derived from “Spring 2014 (pre-SGMA) groundwater elevations in shallow upper aquifer wells located in a two-mile radius from surface water features” (2024 GSP, p. 187). Furthermore, using the United States Geological Survey’s (USGS), and the United States Army Corps of Engineers’ respective stream gage networks, the 2024 GSP excluded streams “[w]hich had no measured flows for extended period of the year” (ibid.). While the 2024 GSP did

not directly quantify the “[e]xtended period of the year,” the GSP did indicate the number of zero-flow days at the respective USGS station for Orestimba, Los Banos, and Del Puerto Creeks (id. at Figures GWC-60, GWC-61, GWC-63, pdf pp. 316, 317, 319, respectively).

Through this refinement process, the GSAs identified a 90-mile stretch (miles 16–106) of the San Joaquin River as potential interconnected surface water in the 2024 GSP (2024 GSP, p. 187). The GSAs identified Orestimba Creek, Los Banos Creek, and the Fresno Slough as disconnected because all had streambed elevations greater than 30 feet above their respective adjacent groundwater levels (id. at pp. 187–188). Del Puerto Creek’s connection is listed as a data gap “[d]ue to lack of shallow groundwater measurements in the vicinity” (id. at p. 188).

Staff Analysis and Recommendation: With the revisions in the 2024 GSP, the **GSAs are now using the same coordinated data and methodologies to identify interconnected surface water in the 2024 GSP which substantially resolves coordination issues from the 2022 GSP.** There are still important data gaps to fill to determine the interconnectedness of Orestimba, Los Banos, and Del Puerto Creeks. As the GSAs continue to monitor these creeks and other potential interconnected surface water, the new data should be used to refine the description of “[c]urrent and historical groundwater conditions in the basin...based on the best available information” (Cal. Code Regs., tit. 23, § 354.16). Recommendations for the GSAs to consider as implementation continues are detailed in Section 4.

3.4.2 Quantification of Depletions of Interconnected Surface Water

In the 2022 GSPs, the GSAs didn’t quantify depletions of interconnected surface water (ISW) which would have led to depleted surface water resources without sufficient monitoring or mitigation (2022 GSP Common Chapter, p. CC-176).

Issue: In addition to identifying interconnected surface water systems in the basin, GSAs must also estimate “[t]he quantity and timing of depletions of those systems, utilizing data available from the Department” (Cal. Code Regs., tit. 23, § 354.16, subd. (f)). The GSAs used uncoordinated methodologies and did not properly quantify depletions of ISW in the 2022 GSPs.

Current Status: In the 2024 GSP, the GSAs used their modified version of the Central Valley Hydrologic Model Version 2 – San Joaquin Valley (CVHM2-SJV) to quantify the timing and rate of depletions of the San Joaquin River caused by groundwater management in the basin (2024 GSP, p. 189 and p. 197). This methodology is a significant improvement upon the uncoordinated methodologies used in the 2022 GSPs.

Staff Analysis and Recommendation: The 2024 GSP sufficiently meets the immediate requirements for interconnected surface water described in the GSP Regulations (Cal. Code Regs., tit. 23, § 354.16, subd. (f)), **therefore substantially**

resolving technical issues. However, the GSAs should continue to refine the model and estimations, especially in quantifying smaller spatial scale and seasonal depletions.

3.4.3 Qualitative Definition of an Undesirable Result

The 2022 GSPs did not include a qualitative definition of an undesirable result, which could result in significant and unreasonable impacts to beneficial uses and users.

Issue: In the 2022 GSPs, the plain-language definition of an undesirable result was defined as “[s]ignificant and unreasonable impacts on natural resources or downstream beneficial uses and users” (2022 GSP Common Chapter, p. CC-176). Significant and unreasonable being “[a] reduction in available surface water supplies for natural resource areas, and reductions in downstream water availability as a result of increased streamflow depletions along the San Joaquin River when compared to similar historic water year types” (ibid.). This definition of undesirable results did not adequately detail the potential effects from significant and unreasonable impacts due to depletion of interconnected surface on the beneficial uses and users of surface water.

Current Status: The GSAs state in the 2024 GSP that “Undesirable Results for Depletion of ISW would be experienced in the Basin if and when the MT is exceeded for two consecutive years caused by groundwater extraction within the Basin” (2024 GSP, p. 264). The GSAs justify their definition of an undesirable result by stating, “[t]he component of the criteria requiring two consecutive years of MT exceedances provides for confirmation that the Depletion of ISW is chronic and not an anomaly” (ibid.). However, this undesirable result definition is tied only to the exceedance of 2015 depletions and not to any specific analysis of the significant impacts to beneficial uses.

Staff Analysis and Recommendation: Technical issues regarding undesirable results for depletions of interconnected surface water remain only partially resolved. The current definition of an undesirable result allows for two years of 2015-level depletions, without clearly defining potential impacts to beneficial uses and users. Future updates should consider the recommendations in Section 4 to define undesirable results consistent with the GSP Regulations.

3.4.4 Definition of Minimum Thresholds

The 2022 GSPs identified interconnected-surface water as a data gap and therefore used the minimum thresholds for groundwater level as a proxy.

Issue: Per the GSP Regulations, minimum thresholds for interconnected surface water “[s]hall be the rate or volume of surface water depletions caused by groundwater use that has adverse impacts on beneficial uses of the surface water and may lead to undesirable results” (Cal. Code Regs., tit. 23, § 354.28, subd. (c)(6)). Board staff found that the 2022 Common Chapter and GSPs did not use the best available data to justify the correlation between groundwater levels and the timing and quantity of depletions for

interconnected surface water (2022 GSP Common Chapter, Table CC-6, pp. CC-116–CC-117).

Current Status: The 2024 GSP states that the minimum threshold for depletion of interconnected surface water is defined as the Model-estimated depletion rate of 12,000 AFY within the interconnected portion of the San Joaquin River (2024 GSP, p. 266; id. at Table GWC-11, pdf p. 267). This number, as determined by the Model, is the sum of the Summer and Fall 2014 depletions caused by groundwater pumping in the subbasin (id. at p. 266). The 2024 GSP outlines a methodology for refining and updating the minimum threshold measurement: “[d]ata collected from the [representative monitoring network for ISW], will be used to update the Model and support refined estimate [sic] of ISW depletion volumes due to groundwater use” (ibid.).

Staff Analysis and Recommendation: With the revisions in the 2024 GSP, technical issues related to SMC remain partially resolved. Board staff recommends the GSAs refine minimum thresholds as they fill data gaps related to interconnected surface water. Setting a single annual minimum threshold for the entire San Joaquin River within the subbasin could allow for reach-specific depletions to exceed what occurred before January 1, 2015, and could have significant and unreasonable effects on beneficial uses of interconnected surface water (Wat. Code, § 10727.2, subd. (b)(4)). Staff details recommendations for how the GSAs can set more protective minimum thresholds in Section 4.

3.5 Domestic Well Mitigation Program

Sustainable groundwater management under SGMA requires the management and use of groundwater in a manner that can be maintained during the planning and implementation horizon without causing undesirable results (Wat. Code, § 10721(v)). While SGMA and the GSP Regulations do not require that GSAs develop a well mitigation plan, the State Water Board considers well mitigation to be an appropriate measure that GSAs may take to avoid significant and unreasonable impacts to beneficial uses and users in the subbasin (e.g., domestic well users and other drinking water well users) and to ensure water availability.

Implementation of the 2024 GSP is supported by the 2025 Domestic Well Mitigation Policy which aims to provide mitigation assistance to domestic well owners and small water system wells that may be impacted by declining groundwater levels or degradation of groundwater quality due to groundwater management (2025 DWMP, p. 1). Under the Domestic Well Mitigation Policy, domestic well owners and small water system wells can apply for short-term emergency water supplies (i.e., bottled water) to be delivered within 24 hours of a completed application and for an interim supply (i.e., tanked water, or other appropriate solution) to be delivered within 72 hours, pending a site investigation (id. at p. 4).

The GSAs partnered with Valley Water Collaborative (VWC), a local agency implementing the Nitrate Control Program, to coordinate efforts related to testing groundwater quality in domestic wells and providing short-term emergency water supplies to impacted residents (VWC MOU, p. 2). VWC has programs and procedures to provide drinking water resources to domestic users impacted in the Delta-Mendota Subbasin effectively. Residents may contact VWC for well testing, or if VWC encounters a dry well eligible for mitigation under the Domestic Well Mitigation Policy, VWC will refer the resident to the appropriate GSA for potential mitigation options (id. at p. 3).

The Domestic Well Mitigation Policy will be funded through a common account with cost-share mechanisms detailed in the Delta-Mendota Coordination Committee Memorandum of Agreement (2025 DWMP, p. 8). The estimated annual cost to implement the Domestic Well Mitigation Policy is approximately \$300,000, which will provide mitigation for up to ten domestic wells, corresponding to undesirable results for lowering of groundwater levels in the 2024 GSP (ibid.). Each GSA that receives funds from the common account will be required to repay the total amount withdrawn, ensuring that the \$300,000 is available for all GSAs to utilize for mitigation purposes (ibid.).

The Domestic Well Mitigation Policy provides sufficient details related to process and eligibility requirements. With successful implementation of the 2024 GSP and 2025 Domestic Well Mitigation Policy, significant and unreasonable impacts to domestic users will likely be avoided.

4.0 Recommendations for GSP Improvement

State Water Board staff determined that the revisions outlined in the 2024 GSP, 2025 PRPs, and 2025 DWMP are sufficient to return the subbasin to DWR's jurisdiction at this time. While reviewing the 2024 GSP and 2025 PRPs and DWMP, Board staff noted several improvements that could provide more protection to drinking water beneficial users and improve sustainability goals. GSAs should continue improving the GSP and PRPs in response to monitoring results and new data to ensure progress is being made toward achieving sustainability. As DWR develops additional guidance documents and best management practices, Board staff recommends the GSAs incorporate those into future iterations of the GSP and PRPs. Additionally, Board staff recommends the GSAs consider the following suggestions in future periodic evaluations:

1. **Continue efforts to better define the relationship between groundwater level minimum thresholds and each applicable sustainability indicator consistent with the GSP Regulations (Cal. Code Regs., tit. 23, § 354.28, subd. (b)(2)).**

The GSAs should continue data collection efforts to resolve identified data gaps and include a more robust discussion about how the groundwater level minimum

thresholds avoid undesirable results for land subsidence, degradation of groundwater quality, and depletion of interconnected surface water.

2. Establish the sustainable yield as defined by the SGMA Statue (Water Code § 10721(w)).

The SGMA statute defines the sustainable yield as the maximum quantity of water that can be withdrawn from a groundwater supply without causing an undesirable result. The Delta-Mendota Subbasin GSAs should revise the sustainable yield range to a discrete value, as establishing a range may make it difficult to assess whether the subbasin is on track to reach sustainability as implementation continues. Additionally, the GSAs should include a discussion of how the sustainable yield will avoid causing undesirable results in the subbasin.

3. Update the PRPs with appropriate information to ensure pumping reductions and allocation backstop programs are actionable and implementable.

SGMA requires the GSAs to clearly discuss measures that will be implemented to ensure the subbasin will be operated within the sustainable yield and therefore reach sustainability (Cal. Code Regs., tit. 23, § 354.24). The PRPs should contain information describing how each member GSA will reduce groundwater pumping in order to achieve the GSA Group-specific pumping reduction by 2030. Additionally, as data collection continues, the GSAs should continue to refine the Groundwater Allocation Backstop in the PRPs to explain how each GSA Group will implement allocations. For additional information related to allocation programs, please see [EDF's Groundwater Pumping Allocations under California's Sustainable Groundwater Management Act](#).

4. Consider DWR's Subsidence BMP and other future guidance documents.

The GSAs should continue to incorporate the best available science and data, including DWR's subsidence BMP, in future GSP revisions. For example, the GSAs should consider determining the critical head to effectively manage groundwater levels and address ongoing subsidence and develop plans to prevent subsidence in areas that have not experienced subsidence historically. Additionally, the GSAs should continue analyzing the relationship between water levels and subsidence and adjust thresholds as needed to minimize future subsidence.

5. Refine the definition of critical infrastructure and continue to work with operators.

The GSAs should consider all portions of water conveyance systems as critical infrastructure, regardless of whether the infrastructure has previously or is currently experiencing subsidence. The GSAs should continue to work closely with the

operators of these facilities and provide updates in the Annual Report on the current conditions of infrastructure within the subbasin to ensure beneficial uses and users are protected.

6. Continue to resolve data gaps and refine sustainable management criteria associated with depletions of Interconnected Surface Water.

As implementation continues, staff recommend the GSAs continue to resolve data gaps by improving established monitoring networks and further refining established minimum thresholds. As data gaps are resolved, the GSAs should consider re-evaluating depletions modeling to further identify the timing and location of modeled depletions, establish reach-specific sustainable management criteria, and evaluate the impact of sustainable management criteria on beneficial uses. GSAs should consider all beneficial uses and users including, but not limited to, intra- and inter-specific populations of salmonid species, stream adjacent GDEs, recreational companies, and California Native American Tribes.

DWR is developing additional guidance documents for management of depletions of interconnected surface water. Once guidance documents are released by DWR, GSAs should work diligently to incorporate the guidance as appropriate for the subbasin.

5.0 Recommendations for Board Action on the Delta-Mendota Subbasin

The Delta-Mendota Subbasin GSAs substantially revised their 2024 GSP, which was submitted to DWR's SGMA Portal on April 2, 2025. State Water Board staff determined that the revisions the GSAs made in the 2024 GSP and 2025 PRPs and DWMP sufficiently addressed issues identified in DWR's Inadequate Determination and by Board staff regarding the 2022 GSPs. Staff recommends that:

1. Further consideration of a probationary designation for the Delta-Mendota Subbasin based on DWR's 2022 GSP Inadequate Determination is not warranted at this time.
2. The State Water Board return the Delta-Mendota Subbasin to DWR's jurisdiction under Chapter 10 of SGMA.
3. The Delta-Mendota Subbasin GSAs continue to implement their 2024 GSP and consider Board staff's recommended improvements listed above in preparing future GSP amendments to fill data gaps and enhance the basin's approach to reaching sustainability.

6.0 References

- California Department of Water Resources. (2023). *Inadequate Determination of the Revised 2020 Groundwater Sustainability Plans Submitted for the San Joaquin Valley Basin – Delta-Mendota Subbasin*. Sacramento: California Department of Water Resources.
- California Department of Water Resources. (2025). *Groundwater Sustainability Plans*. Retrieved from California Department of Water Resources: https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Groundwater-Management/Sustainable-Groundwater-Management/Groundwater-Sustainability-Plans/Files/GSP/Department_Role_in_State_Intervention_FAQ_Final01172025.pdf
- Delta-Mendota Subbasin Groundwater Sustainability Agencies. (2019). *Delta-Mendota Subbasin Annual Report*. California: Delta-Mendota Subbasin Groundwater Sustainability Agencies.
- Delta-Mendota Subbasin Groundwater Sustainability Agencies. (2020). *Delta-Mendota Subbasin Annual Report*. California: Delta-Mendota Subbasin Groundwater Sustainability Agencies.
- Delta-Mendota Subbasin Groundwater Sustainability Agencies. (2021). *Delta-Mendota Subbasin Annual Report*. California: Delta-Mendota Subbasin Groundwater Sustainability Agencies .
- Delta-Mendota Subbasin Groundwater Sustainability Agencies. (2022a). *Common Chapter for the Delta-Mendota Subbasin Groundwater Sustainability Plan*. Delta-Mendota Subbasin Groundwater Sustainability Agencies.
- Delta-Mendota Subbasin Groundwater Sustainability Agencies. (2022b). *Delta-Mendota Subbasin Annual Report*. California: Delta-Mendota Subbasin Groundwater Sustainability Agencies.
- Delta-Mendota Subbasin Groundwater Sustainability Agencies. (2023). *Delta-Mendota Subbasin Annual Report*. California: Delta-Mendota Subbasin Groundwater Sustainability Agencies.
- Delta-Mendota Subbasin Groundwater Sustainability Agencies. (2024a). *Delta-Mendota Subbasin Annual Report*. California: Delta-Mendota Subbasin Groundwater Sustainability Agencies.
- Delta-Mendota Subbasin Groundwater Sustainability Agencies. (2024b). *Delta-Mendota Subbasin Sustainable Groundwater Management Act Groundwater Sustainability Plan*. California: Delta-Mendota Subbasin Groundwater Sustainability Agencies.

- Delta-Mendota Subbasin Groundwater Sustainability Agencies. (2025). *Delta-Mendota Subbasin Domestic Well Mitigation Policy*. Retrieved from City of Patterson Web site: <https://www.pattersonca.gov/DocumentCenter/View/13763/DM-Subbasin-Domestic-Well-Mitigation-Policy>
- Delta-Mendota Subbasin Groundwater Sustainability Agencies and Valley Water Collaborative. (2025). *Memorandum of Understanding Between Valley Water Collaborative and Groundwater Sustainability Agencies in the Delta-Mendota Subbasin*. Retrieved from https://deltamendota.org/wp-content/uploads/2026/01/0_All_ValleyWaterMOU_Signatures.pdf
- Environmental Defense Fund and New Current Water and Land, LLC. (2018, July). *Groundwater Pumping Allocations under California's Sustainable Groundwater Management Act: Considerations for Groundwater Sustainability Agencies*. Retrieved from Environmental Defense Fund Web site: https://www.edf.org/sites/default/files/documents/edf_california_sgma_allocations.pdf
- State Water Resources Control Board. (2022, November). *Groundwater Quality Considerations for High and Medium Priority Groundwater Basins*. Retrieved from DWR Web site: https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Groundwater-Management/DrinkingWater/Files/20221122_Groundwater-Quality-Comments-to-DWR.pdf
- United States Census Bureau. (2022). *American Community Survey 5-Year Data (2009-2023)*. Retrieved from United States Census Bureau: <https://www.census.gov/data/developers/data-sets/acs-5year.2022.html#list-tab-1036221584>

7.0 Figures

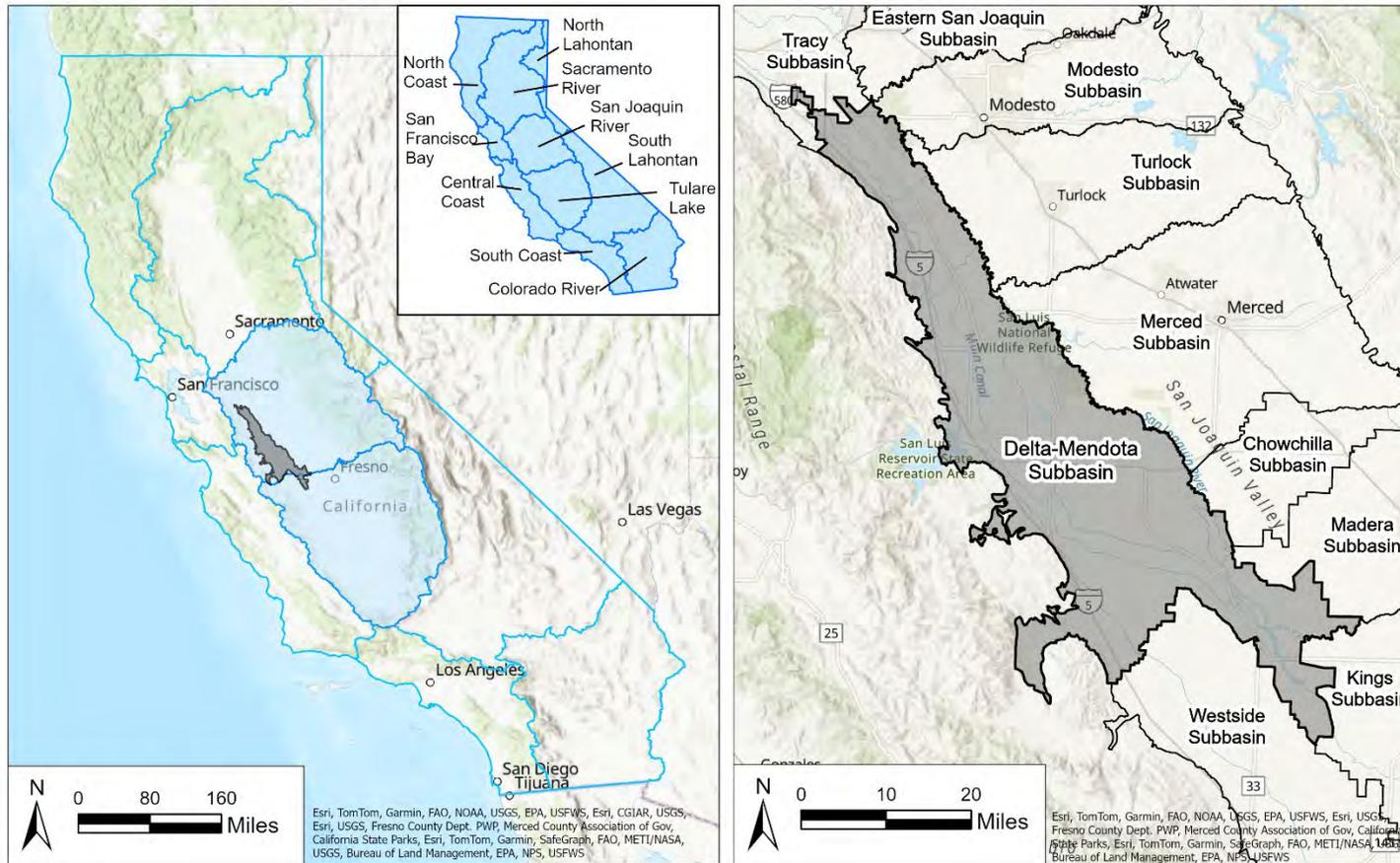


Figure 1
Overview of the
Delta-Mendota Subbasin

Delta-Mendota Subbasin Staff Assessment
 March 2026

- Delta-Mendota Subbasin
- Hydrologic Regions



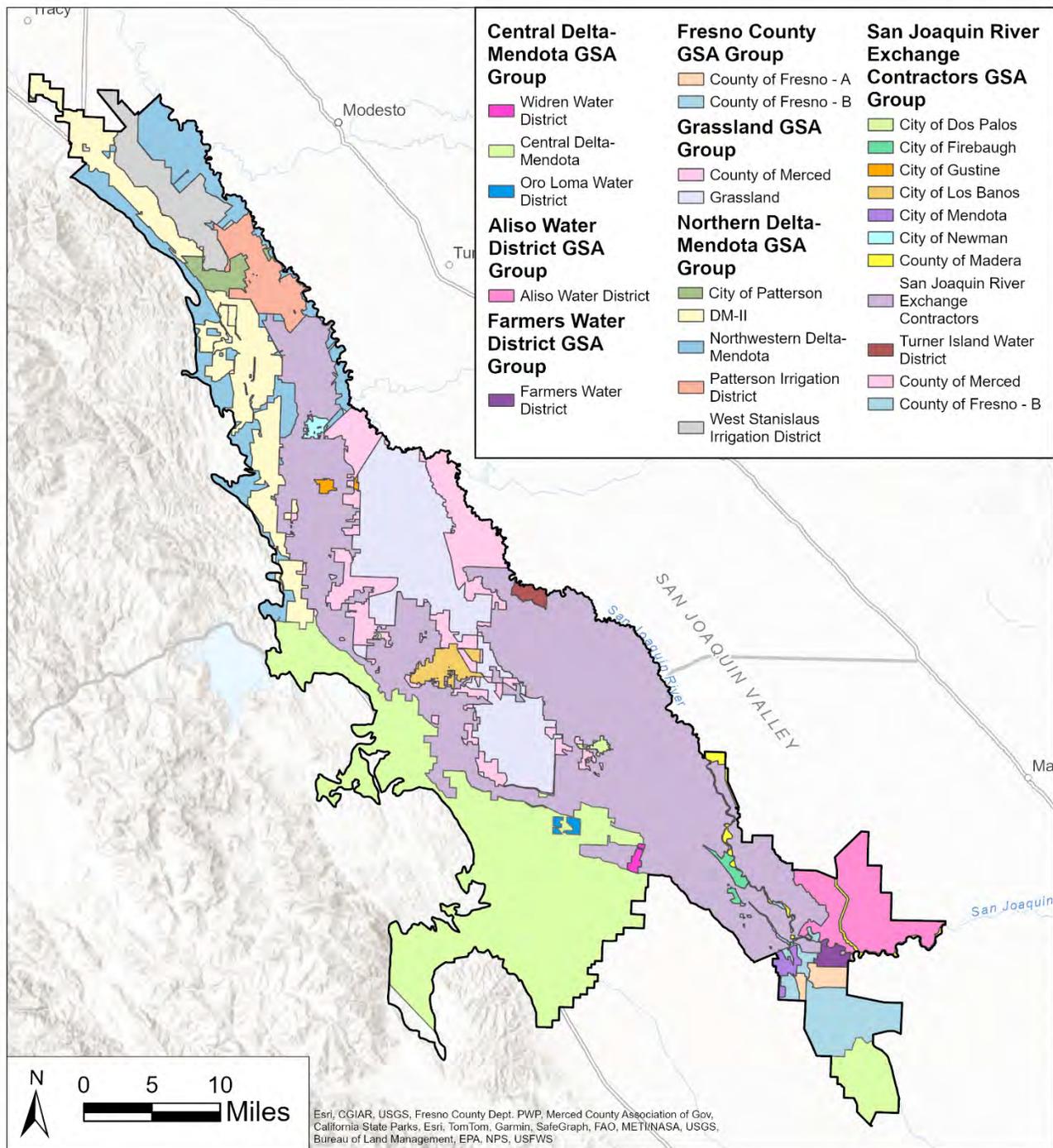


Figure 2
Groundwater Sustainability Agencies
in the Delta-Mendota Subbasin

Delta-Mendota Subbasin Staff Assessment
 March 2026



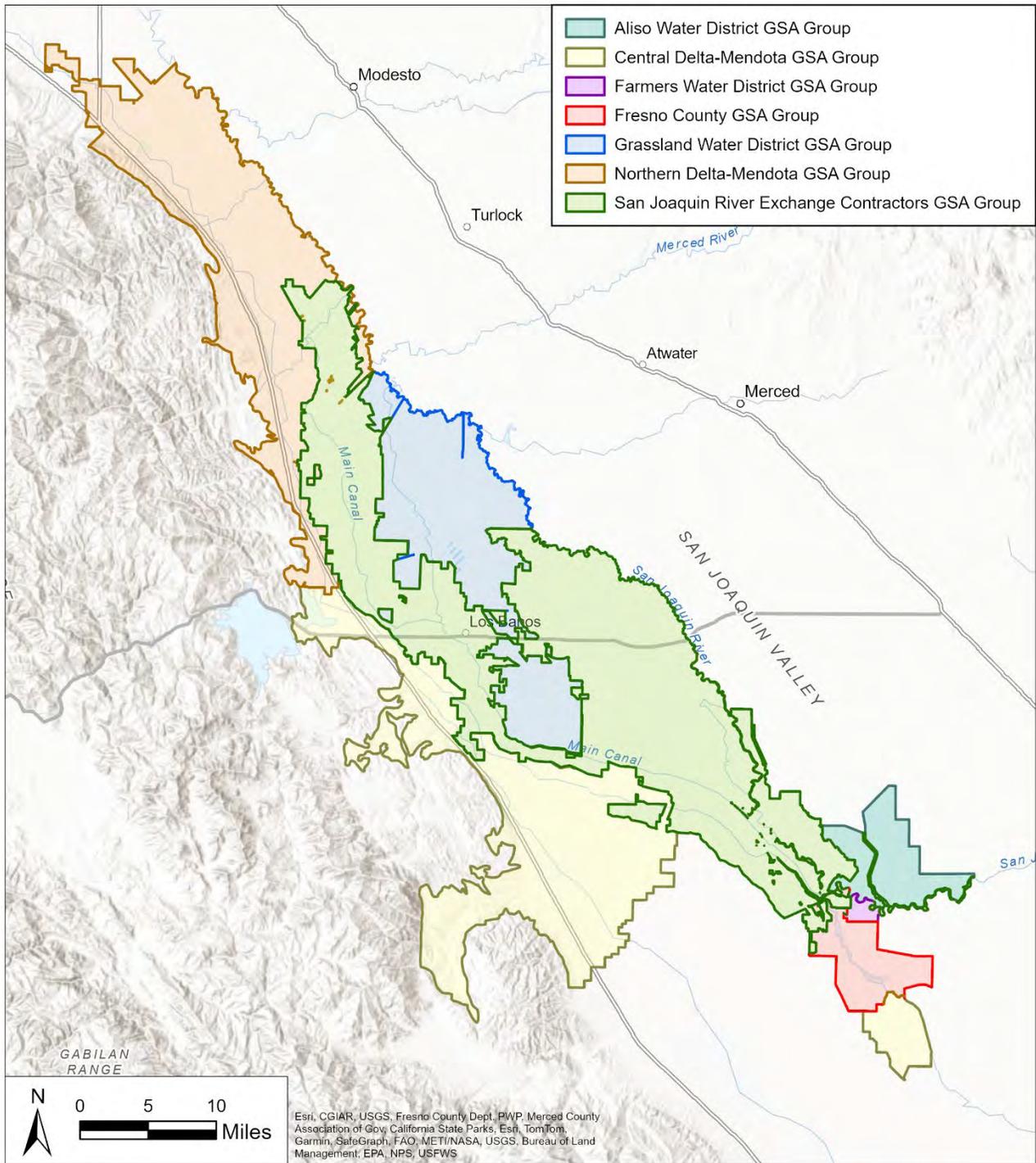


Figure 3
Groundwater Sustainability Agency Groups in the Delta-Mendota Subbasin
Delta-Mendota Subbasin Staff Assessment
March 2026





TO: Board of Directors
Agenda Item No. 18

FROM: Lauren Layne, Baker Manock & Jensen

DATE: March 9, 2026

SUBJECT: Update on Letter of Termination of the Cost Sharing Agreement with SLDMWA

Recommendation

None; Informational only.

Discussion

On February 24, 2017 the Delta-Mendota Coordination Committee entered into a Cost Share Agreement with the San Luis & Delta-Mendota Water Authority. With the establishment of the Delta-Mendota Subbasin GSAs Joint Powers Authority (DM Authority), the administrative and SGMA implementation services will be performed through the DM Authority and the Cost Share Agreement with SLDMWA is no longer necessary. The Coordination Committee will not be naming a successor Secretary and Plan Manager from the SLDMWA pursuant to the Delta-Mendota Subbasin MOA, nor have the GSA Parties agreed to continue the Cost Share Agreement with another entity. Instead, the Delta-Mendota Subbasin GSAs have formed their own joint powers authority for the purposes of providing administrative, financial and contracting services.

The notice letter to the SLDMWA Board was presented during their meeting on March 5, 2026 and is provided as **Attachment 1**.



March 5, 2026

VIA ELECTRONIC MAIL AND U.S. MAIL

San Luis & Delta-Mendota Water Authority
Attn: Federico Barajas, Executive Director
P.O. Box 2157
Los Banos, CA 93635
E-Mail: federico.barajas@sldmwa.org

Re: Notice of Termination of Cost Share Agreement and Amended and Restated Cost Sharing Agreement

Dear Executive Director Federico Barajas,

The Delta-Mendota Subbasin Coordination Committee (“Coordination Committee”), on behalf of the Groundwater Sustainability Agency (“GSA”) Parties to the Cost Share Agreement and the Amended and Restated Cost Sharing Agreement (collectively, the “Cost Share Agreement”), hereby provides formal notice pursuant to Section 15(b) of the Cost Share Agreement that the San Luis & Delta-Mendota Water Authority’s (“SLDMWA”) services are no longer required as Secretary and Plan Manager.

The Coordination Committee will not be naming a successor Secretary and Plan Manager from the SLDMWA pursuant to the Delta-Mendota Subbasin MOA, nor have the GSA Parties agreed to continue the Cost Share Agreement with another entity. Instead, the Delta-Mendota Subbasin GSAs have formed their own joint powers authority for the purposes of providing administrative, financial and contracting services.

Through the Coordination Committee, the GSA Parties unanimously agree to this termination. The Coordination Committee appreciates the SLDMWA’s past service and cooperation in support of SGMA implementation in the Delta-Mendota Subbasin.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe Hopkins".

Joe Hopkins, Chair
Delta-Mendota Subbasin Coordination
Committee

cc via email: J. Scott Petersen, SLDMWA Director of Water Policy
Rebecca Akroyd, SLDMWA General Counsel
Lauren D. Layne, Baker Manock & Jensen



TO: Board of Directors
Agenda Item No. 20

FROM: Taylor Blakslee, Hallmark Group

DATE: March 9, 2026

SUBJECT: GSP Implementation Updates

Recommendation

None; information only.

Discussion

Groundwater levels for the fourth quarter (October-December) were due December 31, 2025, and measurements are still being updated in the data management system.

The single GSP indicates groundwater levels will be monitored on a quarterly basis and groundwater quality will be monitored on a biannual basis. The target months for monitoring are below:

Groundwater Level Monitoring	Groundwater Quality Monitoring
February	February
May	August
August	
November	*Constituents: arsenic; nitrate; 1,2,3-TCP; gross alpha radioactivity; TDS; and hexavalent chromium.

GSAs are required to collect at least one measurement/sample during each target month at each representative monitoring site. Please provide your February monitoring data by **Friday, March 13, 2026**.

- a. Update on Pumping Reduction Plan and GSP Implementation Tracking and Exceedance Reporting**
An update on PRP and GSP Implementation Tracking and Exceedance Reporting is provided as **Attachment 1**. Maps of the MT exceedance status for the DM Representative Monitoring Wells in the Lower and Upper aquifer are provided as **Attachment 2** and **Attachment 3**, respectively.
- b. Update on Water Year 2025 Annual Report Development**
An update on the status the Annual Report development is provided as **Attachment 4**. Please provide comments on the draft Annual Report to Natalie Cochran by **March 13, 2026**.
- c. Report from GSAs with Exceedances**
A verbal update will be provided on the status of exceedances.

For discussion purposes only

PRP REMINDER #1: FUTURE DEADLINES

■ Component #1: Monitoring & Reporting

- Well registration and Well Metering deadline is January 2026 → *Needs to be tracked and submitted to Dashboard and be included in the Annual Report*
- Need to replace composite or production wells used as RMWs by 2030.

■ Component #2: Overdraft Reduction

- Zones are required to reduce pumping by the totals provided as part of the PRP → *GSA's need to track this efforts. GSA reported total pumping amount should be checked against high-level water budget*
- Baseline for comparison used to calculate the overdraft reduction was the projected average annual pumping under CC-2030 scenario.
- GSA's committed to achieving the reduction through a uniform 20% of the reduction cut.
 - EKI will provide a discussion item in April on reduction approach.

■ Components #3 & #4: SMC Update for RMW-WQ and Revision by 2025 Annual Report

Projected Baseline Pumping with P/MAs

	Upper Aquifer (AFY)	Lower Aquifer (AFY)
Zone 1	-93,120	-18,947
Zone 2	-152,995	-20,609
Zone 3	-29,650	-59,242
Zone 4	-33,901	-114,501
Basin	-309,666	-213,299

Required Reduction for Overdraft Mitigation

	Upper Aquifer Reduction (AFY)	Lower Aquifer Reduction (AFY)
Zone 1	2,798	2,886
Zone 2	4,619	3,139
Zone 3	803	9,023
Zone 4	1,303	17,440
Basin	9,523	32,487

PRP REMINDER #2: GWL MONITORING

- Seasonal high sampling is approaching
- Watchlist wells that triggered investigation last Fall should be monitored closely

DMS Site Name	Local Well Name	GSA	Aquifer	Trigger/Past Trigger	Investigation Status
09-001	2480-72	Aliso WD	Upper	Declining trend → Triggers Projected Fall 2026 MT Exceedance	Renewed investigation or confirmation of previous one is needed
07-189	Well 18	Central DM	Lower	PRP triggered last Fall, MT exceedance again this Fall → SMC to be updated	Investigation completed in 2024 and voluntary actions taken consistent with PRP
07-212	Well 31	Central DM	Lower	PRP triggered last Fall	Investigation ongoing, continued monitoring, well recovered
11-010	IPL-1	Grassland	Lower	MT Exceedance	Running well sample, not representative, continued monitoring
11-019	3PL-2	Grassland	Lower	MT Exceedance	Running well sample, not representative, continued monitoring
11-021	IPL-5	Grassland	Lower	MT Exceedance	RMW to be replaced. Video logging showed casing ruptures
14-025	SDMW West - Lower Aquifer	SJREC	Lower	Watchlist: Projected Fall Elevation to Fall Below 10% of Operational Flexibility	Not Required
18-002	Newman City #8	SJREC	Lower	Watchlist: Last Fall Sample below 20% of Operational Flexibility	Not Required

PRP REMINDER #3: WQ MONITORING

- Seasonal high sampling is approaching
- Watchlist wells that triggered investigation last Fall should be monitored closely

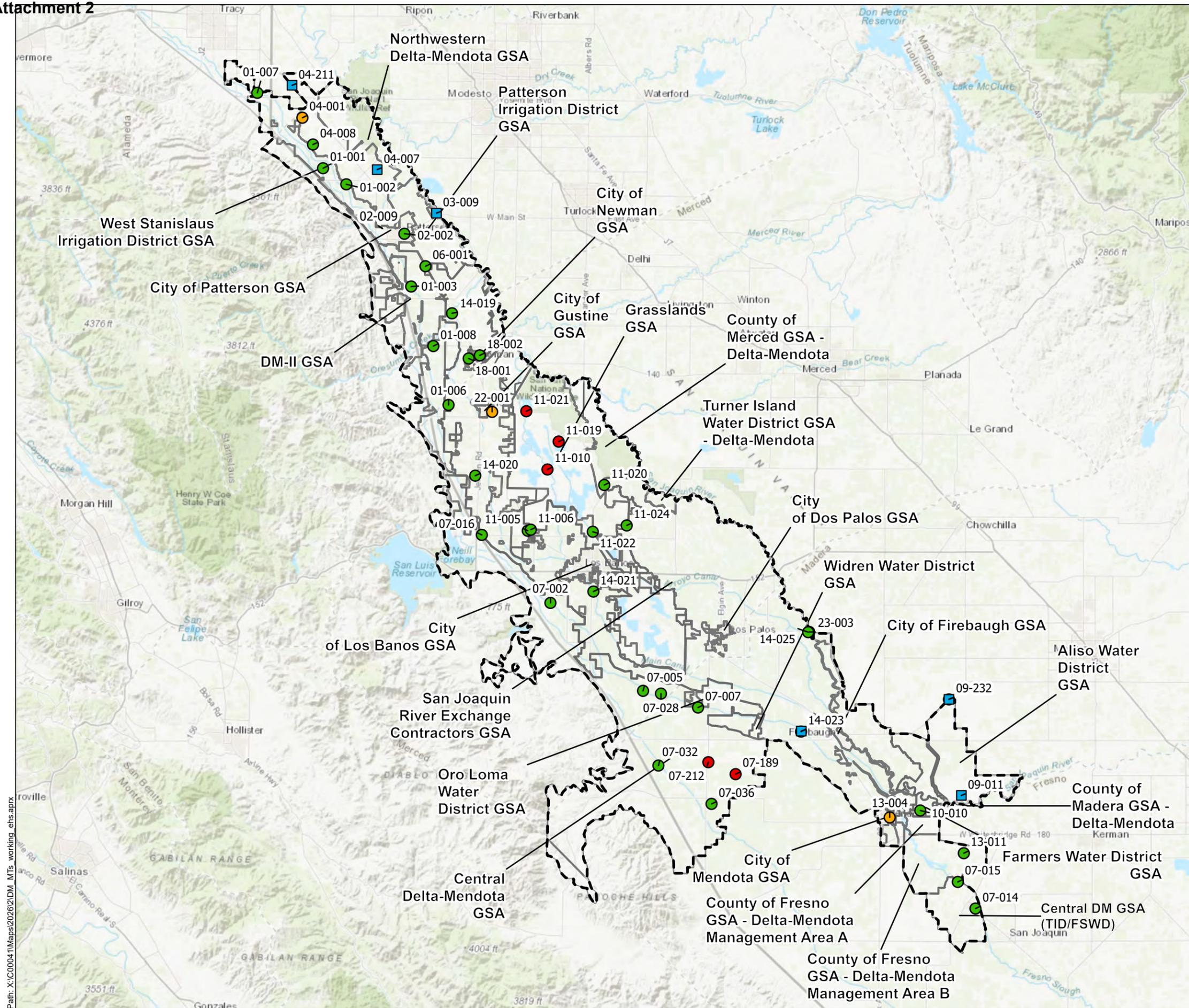
GSA	DMS ID	COC	Inv. Deadline	Action
DM-II GSA	01-002	TDS	9/19/2025	Investigation Done and Not Enough Samples to Establish Correlation. Recommend more frequent Monitoring.
DM-II GSA	01-004	Nitrate	9/19/2025	Investigation Done and Not Enough Samples to Establish Correlation. Recommend more frequent Monitoring.
City of Patterson GSA	02-002	TDS	9/19/2025	Investigation Done and PRP Not Required: Statistical Correlation Cannot Be Established between GWL and GWQ.
County of Merced GSA	07-016	TDS	9/19/2025	MT Exceedance: Investigation is Triggered
Grassland GSA	11-018	TDS	12/20/2025	MT Exceedance: Investigation is Triggered
Widren Water District GSA	08-002	TDS	9/19/2025	Investigation Done and PRP Not Required: Statistical Correlation Cannot Be Established between GWL and GWQ.
Central DM GSA	07-028	TDS	9/19/2025	Investigation triggered, PRP not triggered due to insufficient samples
Central DM GSA	07-032	TDS	12/20/2025	Investigation triggered, PRP not triggered due to insufficient samples
Central DM GSA	07-031	TDS	12/20/2025	Investigation triggered, PRP not triggered due to insufficient samples
Central DM GSA	07-036	TDS	9/19/2025	Investigation triggered, PRP not triggered due to insufficient samples

WQ SMC DEVELOPMENT

- Due to lack of samples, SMC were not set for most RMW-WQs for 1,2,3-TCP, gross alpha, chrome VI, and arsenic during GSP development
- Preliminary SMCs were proposed to be set after the first year of sampling
- Preliminary SMCs included as a separate meeting material → Will be adjusted, as appropriate, upon availability of additional data

GSP IMPLEMENTATION REMINDERS AND NEXT STEPS

- Continue with any pending investigation or required actions for:
 - Conduct required higher frequency monitoring for WQ Exceedance Mitigation based on last fall samples, unless investigation resulted in finding of no GSA cause
- Submit your actions and investigations to the PRP Dashboard in a timely manner and upload relevant data to DMS
- Seasonal high WQ / WL sampling period is approaching (3/1-5/31)



Legend

- Delta-Mendota Subbasin
- Groundwater Sustainability Agencies
- Representative Monitoring Wells**
- No Exceedance
- No SMC
- MT Exceedance
- No Fall 2025 Sample
- Planned RMW

Abbreviations

GSA = Groundwater Sustainability Agency
 RMW = Representative Monitoring Well

Sources

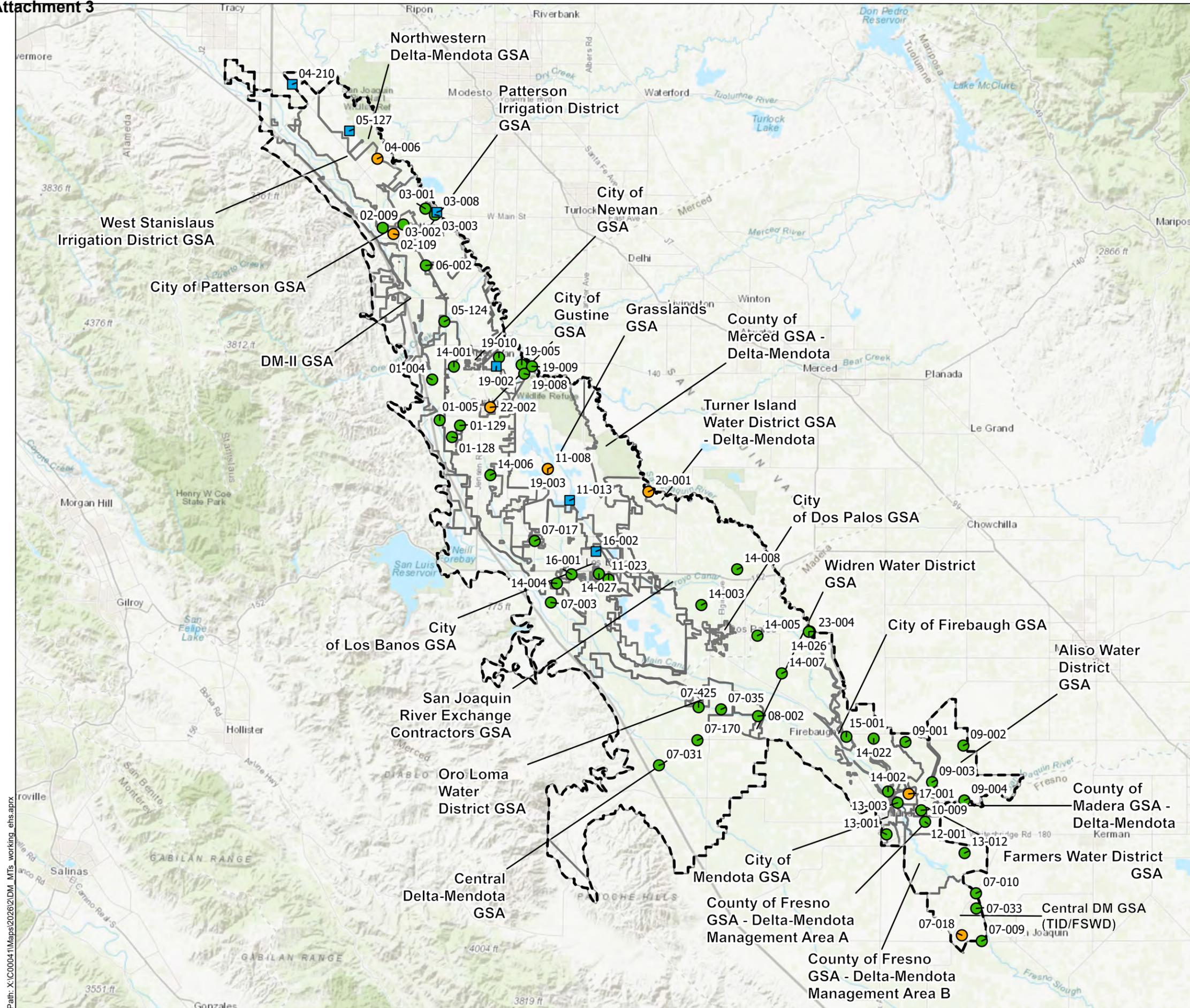
1. GSA boundaries. California Department of Water Resources. August 25, 2023.
2. Groundwater basins and subbasins. California Department of Water Resources, August 25, 2023.



**Delta-Mendota RMW MT Exceedances
 Lower Aquifer
 Fall 2025**



Path: X:\C00041\Maps\2026\DM_MTS_working_ghs.aprx



Legend

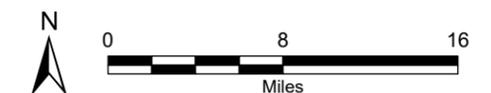
- Delta-Mendota Subbasin
- Groundwater Sustainability Agencies
- Representative Monitoring Wells**
- No Exceedance
- MT Exceedance
- No Fall 2025 Sample
- No SMC
- Planned RMW

Abbreviations

GSA = Groundwater Sustainability Agency
 RMW = Representative Monitoring Well

Sources

1. GSA boundaries. California Department of Water Resources. August 25, 2023.
2. Groundwater basins and subbasins. California Department of Water Resources, August 25, 2023.



**Delta-Mendota RMW MT Exceedances
 Upper Aquifer
 Fall 2025**

Delta-Mendota Subbasin
 February 2026
 C00041.09

Path: X:\C00041\Maps\2026\DM_MTS_working_ehs.aprx

Water Year 2025 Annual Report Overview

**Delta-Mendota Subbasin JPA Board and Coordination
Committee**

Presenter: Leslie Dumas

March 9, 2026



**Woodard
& Curran**

Annual Report Outline

Executive Summary and Background

1. Data Analysis Summary

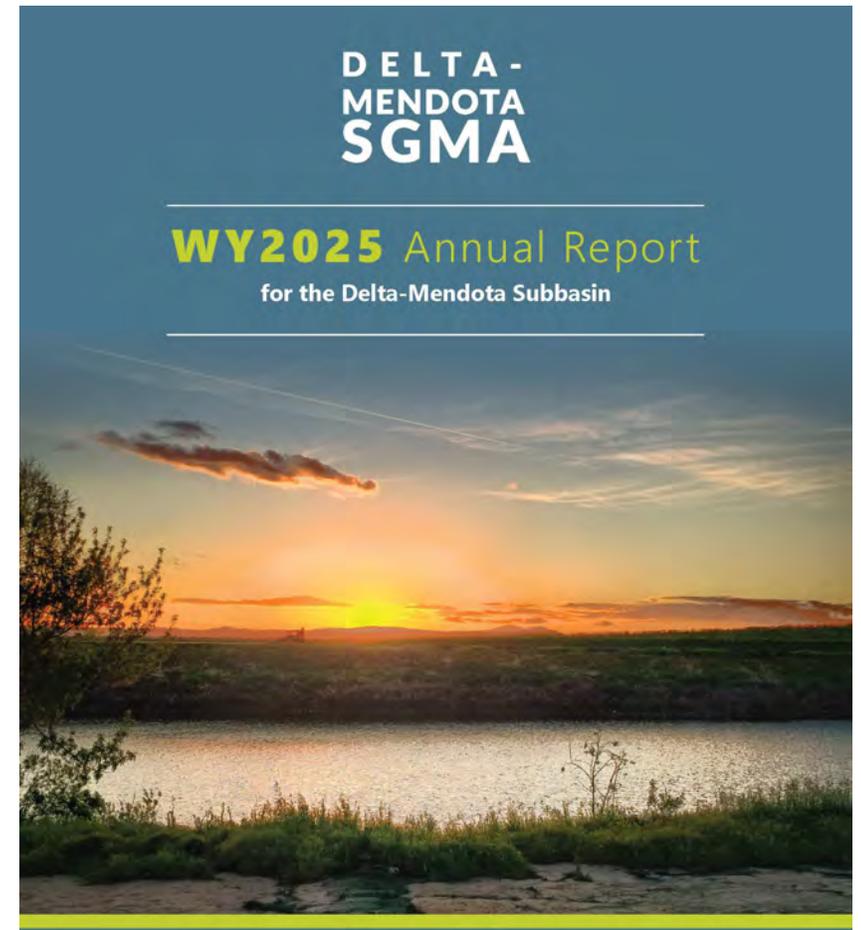
- Groundwater Elevation
- Groundwater Extraction
- Surface Water Supply
- Total Water Use
- Change in Storage

2. Progress Toward Implementation

- Current Conditions for Each Sustainability Indicator
- Projects and Management Actions
- Other Information on Implementation Progress

Appendices:

- ▶ Hydrographs
- ▶ Representative Monitoring Site Information and Numeric Sustainable Management Criteria
- ▶ Projects and Management Actions – Sustainability Benefits and Implementation Progress
- ▶ Pumping Reduction Plans



March 2026

Groundwater Extraction

Water Use Sector	WY2025 Total (AF)	Measurement Method (Direct or Estimate) ¹	Measurement Accuracy (%)
Urban/Domestic/Municipal	21,500	Estimate	Unknown
Industrial	6,800	Estimate	Unknown
Agricultural	278,100	Estimate	Unknown
Managed Wetlands	18,000	Direct	Other
Managed Recharge	0	N/A	N/A
Native Vegetation	0	N/A	N/A
Other: Outside Subbasin	0	N/A	N/A
Total	324,400	Estimate	Unknown

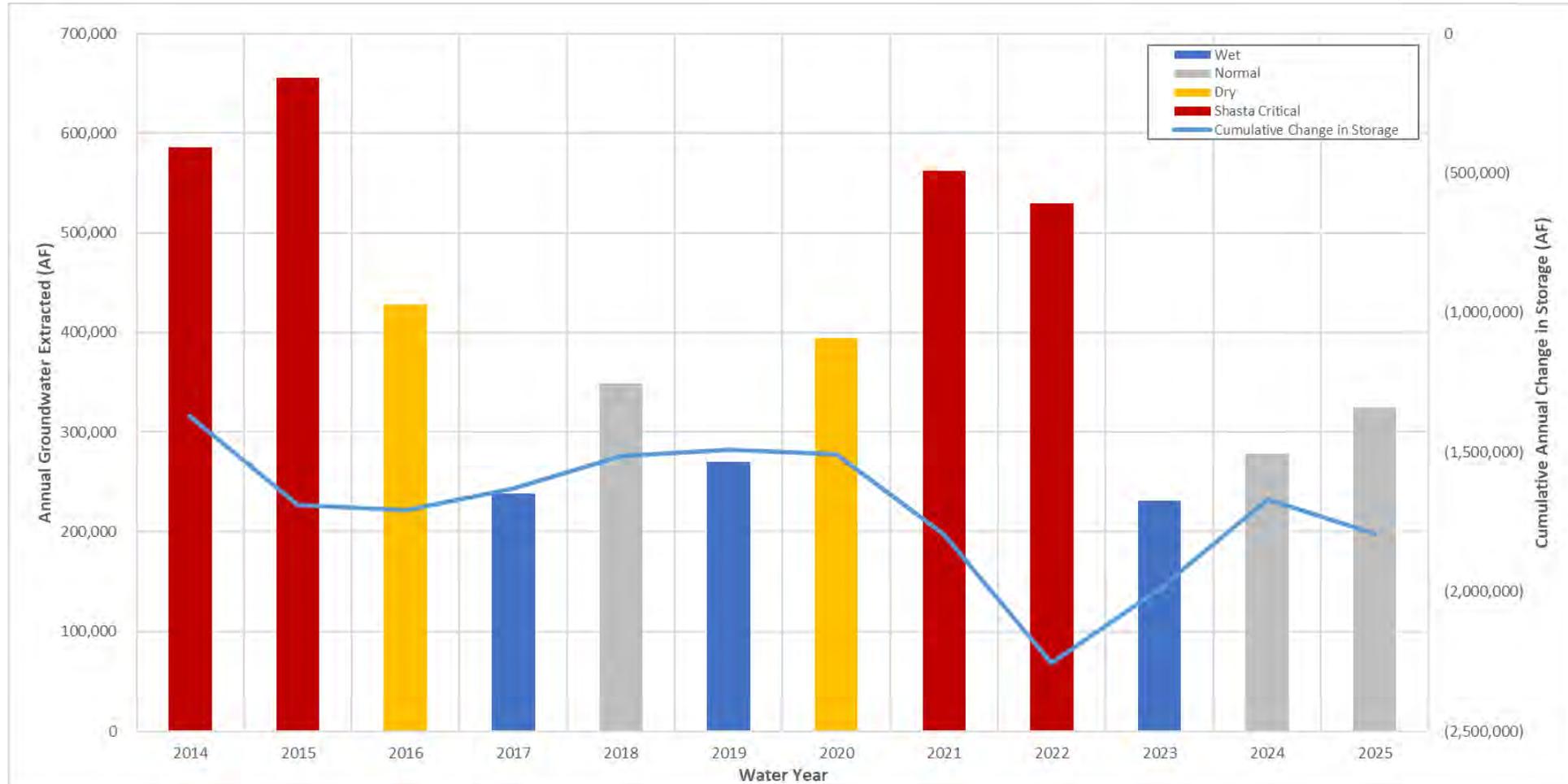
¹ Measurements include a combination of direct measurements and estimated values; therefore, measurement method is reported as estimate in these cases.

N/A – not applicable

- ▶ % total extraction by method:
 - Meters: 86%
 - Electrical Records: <1%
 - Land Use: 12%
 - Groundwater Model: 2%

Annual Groundwater Extraction – WYs 2014 to 2025

DRAFT

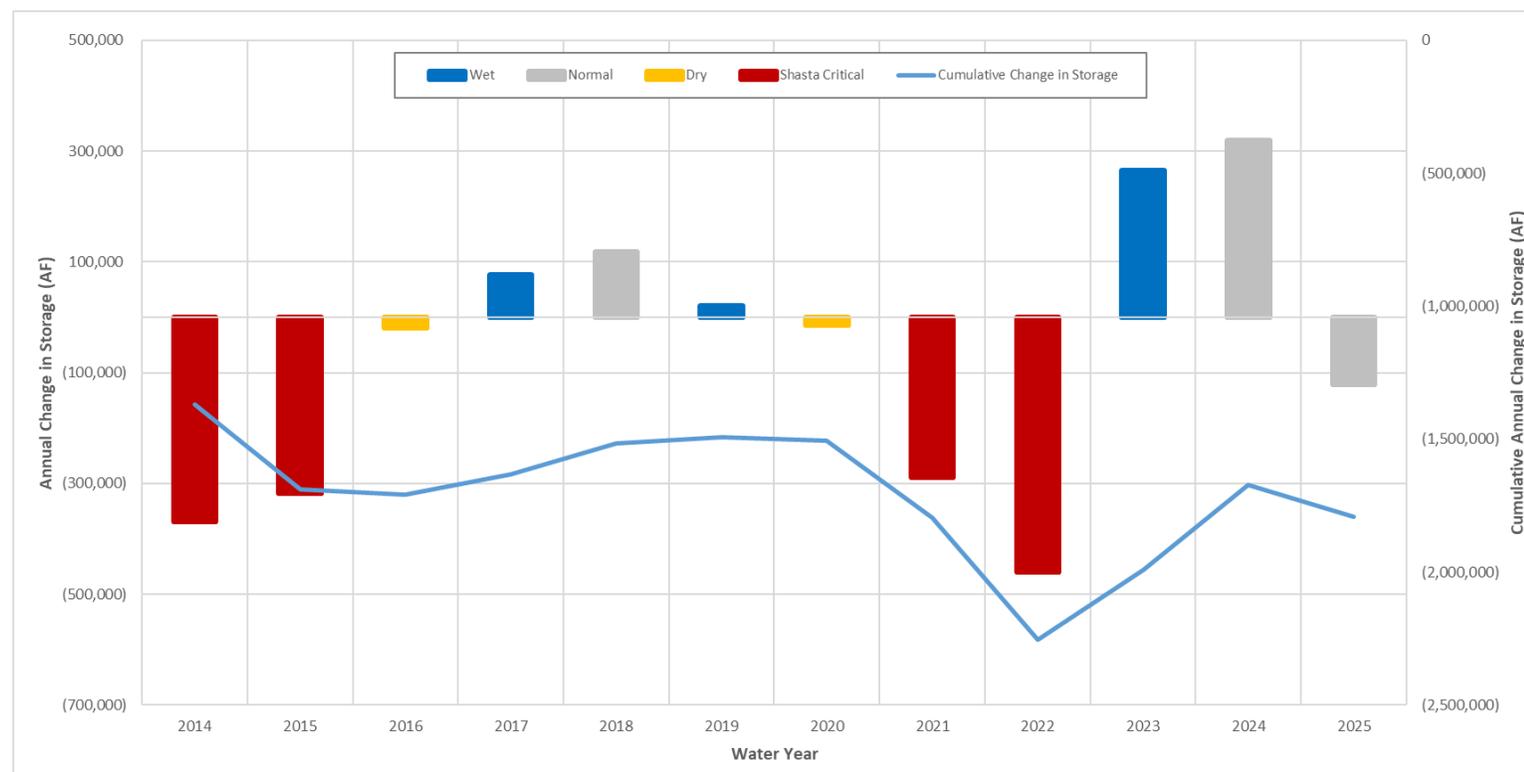


Change in Storage

- ▶ WY2025 change in storage calculated using CVHM2 to demonstrate consistency with GSP
- ▶ **Note:** CVHM2 may be overestimating overdraft conditions due to need for model calibration
- ▶ Cumulative change in storage uses methods from previous Annual Reports (i.e., sum of parts) and WY2025 using CVHM2

Principal Aquifer	Annual Change in Storage, WY2025 (AF)	Cumulative Change in Storage, WY2014 to WY2025 (AF) ¹
Upper Aquifer	-101,800	-164,400
Lower Aquifer	-19,300	-640,900
Total	-121,100	-805,300

¹ Change in storage for WY2014 through WY2024 uses methods as presented in prior Annual Reports and includes seasonal high to seasonal high change as opposed to end of water year change as presented for WY2025.



Current Conditions by Sustainability Indicator

- ▶ No undesirable results observed:
 - Chronic Lowering of Groundwater Levels
 - Reduction of Groundwater Storage (groundwater levels as proxy)
 - Depletions of Interconnected Surface Water
- ▶ Additional data needed to demonstrate no undesirable result:
 - Degraded Water Quality
 - 3 sampling events required and sampled biannually
 - Land Subsidence
 - Based on 5-year running average. Annual Report focuses on available InSAR data.
- ▶ Sustainability indicators not applicable:
 - Seawater Intrusion
- ▶ Pumping Reduction Plan compliance described and demonstrated in Annual Report text for:
 - Groundwater levels
 - Groundwater quality
 - Subsidence

Projects & Management Actions

- ▶ Updates on Projects & Management Actions (P/MAs) provided by implementing agencies during information request
- ▶ Status of Subbasin-wide MAs – GSA Well Permitting and Metering (ALL-1) and Well Cataloging (ALL-2):
 - **Aliso Water District:** >95% compliance, full compliance anticipated by summer 2026
 - **Central Delta-Mendota:** Well registration required no later than April 2021 and metering required no later than December 2023, per adopted policies
 - **Farmers Water District:** 100% compliance
 - **Fresno County:** In progress, full compliance anticipated by end of WY2026
 - **Grassland:** ~75% complete, outreach to continue until full compliance
 - **Northern Delta-Mendota:** ~80% complete, anticipated to be complete end of 2026
 - **San Joaquin River Exchange Contractors:** 100% compliance since 1990s

Next Steps

- ▶ GSAs and consultants complete review of Draft Annual Report **by COB Friday, March 13th**
- ▶ W&C address comments during week of **March 16th**
- ▶ Special meeting of JPA during **week of March 23rd** to adopt Annual Report and approve submittal to DWR
- ▶ W&C submit final Annual Report to DWR on **March 31st**



TO: Board of Directors
Agenda Item No. 22

FROM: Lisa Beutler, Stantec

DATE: March 9, 2026

SUBJECT: Update on Facilitation Support Services Outreach Activities

Recommendation

None; information only.

Discussion

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

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

INTERBASIN COORDINATION

Completed				
Tracy Subbasin	Chowchilla	Westside	East San Joaquin	Madera
Scheduled				
Merced	<p>March 30 (In person) – Draft Agenda Attached. Facilitator and Plan Manager will review agenda with Merced in advance to allow the teams to prepare for a substantive discussion.</p> <p>Delta Mendota representatives – Jarrett Martin, Joe Hopkins, John Wiersma, Chase Hurley, Plan Manager Blakslee & consultants Beutler, Dutton, Mani</p>			
Remaining				
Modesto/Turlock	Will be tied to the release of Interconnected Surface Water – DWR reports they expect this to be release this quarter.			
Kings	Was tied to the release of Delta-Mendota from State Board Jurisdiction. Will attempt to schedule in April.			

DRAFT Proposed Coordination Meeting Agenda: Merced & Delta-Mendota Subbasins

1. Basin Updates (45 minutes)

a. Merced Subbasin

- i. Allocation Programs (current status and planned refinements)
- ii. Projects and Activities
 1. Monitoring network update/improvements
 2. Recharge, surface-water integration, or other relevant projects
 3. Data/technical updates (ET, groundwater modeling, etc.)

b. Delta-Mendota Subbasin

- i. Allocation Programs
- ii. Projects and Activities
 1. Monitoring network update/improvements
 2. Recharge, surface-water integration, or other relevant projects
 3. Data/technical updates (ET, groundwater modeling, etc.)

2. Conditions Update (30 minutes)

- a. **Overview of current subsidence trends in both subbasins**

b. Review of available cross-boundary datasets

- i. InSAR
- ii. Well completion reports
- iii. Groundwater level trends
- iv. SJRRP monitoring data
- v. Other?

3. Identification of data gaps and opportunities for shared monitoring or data exchange (15 minutes)

4. Future Coordination (60 minutes)

a. SJRRP Subsidence Monitoring

b. DWR Subsidence BMP – Implications for Inter-Subbasin Coordination

- i. Brief discussion of how each subbasin is currently addressing or intends to address BMP
- ii. Identification of areas where alignment or joint approaches would be beneficial

c. Potential Coordination Mechanisms

5. Next Steps & Action Items (20 minutes)

- a. **Agreement on specific follow-up tasks**
- b. **Timeline for next coordination check-in**

AD HOC COMMUNICATIONS SUBCOMMITTEE REPORT

- **Press Release** – Will coordinate release of announce of JPA Formation with State Board determination and target Maven's Notebook and SJV Water audiences. Also distribute to oversight agencies. GSAs may also use for their own distribution.
- **Domestic Well Outreach Briefing** – Being planned for late April. Will be 30-45 minutes long, with materials available in English and Spanish. NGOs will be asked to advertise the briefing to their own audiences.
- **Newsletter** – Draft is being reviewed by the Subcommittee. The previous process for review was Subcommittee & Plan Manager to Counsel to Coordinating Committee to Counsel to Facilitator to go final. Proposed plan is to replicate this process with the JPA Directors.

-
- **Website-** Facilitation Team and Plan Manager working together to update.
 - **Subsidence BMPS & Groundwater Week –** DWR will be doing outreach on these topics and additional follow-up may be a future communications topic.
 - **Committee Name and Membership –** Any changes with JPA adoption?

OTHER COMMUNICATIONS TOPICS