

**Meeting of the Delta-Mendota Subbasin Coordination Committee**  
**Monday July 10, 2023, 1:00 PM DRAFT**  
**Grassland Water District 200 W. Willmott Ave., Los Banos, CA**

**Coordination Committee Members and Alternates Present**

John Wiersma, Member – San Luis Canal Company (SLCC)/San Joaquin River Exchange Contractors (SJREC)  
Jarrett Martin, Member – Central California Irrigation District (CCID)/SJREC  
Chase Hurley, Member – Pacheco Water District (PWD)/Central Delta-Mendota Region  
Vince Lucchesi, Member – Patterson Irrigation District (PID)/Northern Delta-Mendota Region  
Christy McKinnon, Alternate – Northern Delta-Mendota Region/Stanislaus County  
Augie Ramirez, Alternate – Fresno County  
Jim Stilwell, Member – Farmers Water District (FWD)  
Lacey McBridue, Alternate – Merced County  
Joe Hopkins, Member – Aliso Water District

**San Luis & Delta-Mendota Water Authority Staff Present**

John Brodie  
Scott Petersen\*

**Others Present**

Anthea Hansen – Del Puerto Water District  
Steve Stadler – San Luis Water District (SLWD)  
Maria Encinas – City of Patterson  
Jennifer Lukembery – City of Mendota  
Nirorn Than – City of Los Banos  
Rick Iger – Provost & Pritchard  
Ellen Wehr – Grassland Water District  
Lauren Layne – Baker Manok & Jensen\*  
Anona Dutton – EKI Environment & Water, Inc. (EKI)\*  
Chris Heppner – EKI  
Sarah Gerenday – EKI\*  
Andrew Francis – LSCE  
Leslie Dumas – Woodard & Curran\*  
Lisa Beutler – Stantec\*

\* Denotes telephonic/Zoom participation.

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

John Wiersma/SLCC called the meeting to order at 1:01 PM.

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

John Brodie/SLDMWA reported that item 6 was pulled from the agenda and postponed to a later date. He also noted that the budget to actual report is for the month of May rather than April.

**3. Opportunity for Public Comment**

No public comments were made.

## Consent Calendar

### 4. **Committee to Review and Take Action on the Consent Calendar**

- a) Minutes of the June 26, 2023 Meeting of the Committee and Technical Working Group
- b) Coordination Committee Budget to Actual Report (May, 2023)

Jarrett Martin/CCID made the motion to accept the consent calendar. Vince Lucchesi/PID seconded. The motion was passed unanimously by those present.

## Action Items

### 5. **Committee to Consider Approval of a Consultant to Complete a Single GSP for the Subbasin, and \$1.5 Million Dollar Budget Augmentation to Pay the Task Order**

Committee members discussed the budget proposal to complete the single GSP for the Subbasin and budget augmentation amount to authorize. Specific budget questions were asked about the optional task to update the groundwater model and whether it was necessary. Anona Dutton/EKI said there wasn't time to do the model update and complete the single GSP by July if that is the Committee's timeline for completion of the single GSP. Lauren Layne noted that the Committee could not take action because the Coordination Agreement requires a unanimous vote of all members. It was suggested at a future meeting that the Committee vote to accept the \$1,401,052 with cost sharing based on Committee membership of the draft MOA and budget provisions established by the Committee.

### 6. **Committee to Consider a Special Projects Agreement Cost Share for completing the Subbasin's Single GSP.**

This item was pulled from the agenda and postponed until a future meeting.

## Report Items

### 7. **Committee to Discuss Draft Subbasin MOA**

Lauren Layne/Baker Manock & Jensen said she is in the process of compiling all the comments received on the draft MOA and will send out updated clean and redline versions. There were eight comments received by the June 30, 2023 deadline.

### 8. **Committee to Discuss Design of Interconnected Surface Water Monitoring Network for the Delta-Mendota Subbasin**

Andrew Francis, LSCE updated the Committee on work to date on design of the Interconnected Surface Water Monitoring Network. Andrew proposed that two sites in the northern part of the Subbasin's monitoring network near Turlock be removed and a deeper monitoring well be added near Chowchilla since the current monitoring well near Chowchilla was thought to be too shallow. He also noted that figure 3 of the ISW maps in the meeting packet included some stream gages that were incorrectly labeled as monitoring wells. Vince Lucchesi suggested that the monitoring well near Patterson be retained and the wells on the boundary with Turlock be removed.

### 9. **Committee to Discuss July 26, 2023 Technical Issues Discussion with SWRCB/DWR Staff**

Anona Dutton discussed the slide deck included with the meeting materials for presentation to SWRCB and DWR staff during the first technical issues discussion. It was noted that not all the slides would be discussed during the meeting, but that the entire presentation should be sent to show all the work being done in the Subbasin to address DWR's Inadequate Determination. Comments on the draft slides are due to EKI by July 12. The SWRCB subcommittee will review and make recommendations on the slides prior to John Brodie submitting them to the SWRCB on July 14, 2023.

10. **Committee to Review Monitoring Exceedances**

Leslie Dumas/Woodard & Curran discussed minimum threshold (MT) exceedances and some downward trending of water levels at representative monitoring network sites from the Spring groundwater level. She was waiting for additional data before sending out a table with the information. She will send the table to John for Distribution to the GSAs.

11. **Committee to Discuss a Draft Public Outreach Strategy**

John Brodie reported he reviewed the original Communications Plan for the Subbasin and identified items that could be incorporated into an updated version. As directed by the Committee, John reached out to Stantec to see if there was funding available for Stantec to assist as they did with communications and outreach previously. There were no funds left under the previous Facilitation Support Services (FSS) grant the Subbasin received.

12. **Committee to Discuss New FSS Funding Availability for Public Outreach Meetings**

John Brodie reported that Stantec followed up on his request regarding FSS funding for public outreach by contacting the state to see if FSS services and funding were available for the Subbasin. Lisa Beutler/Stanec said DWR/State Board has some specific guidelines for the new round of assistance. She will work with John to draft a workplan for a new proposal.

13. **Committee to Discuss WaterSMART Funding Opportunity**

John Brodie noted that applications are being accepted through the USBR for the Applied Science portion of the WaterSMART grant program. The funds could be used to assist the Subbasin on costs associated with updating the hydrologic model. John was directed to get more information about timing and matching fund parameters.

14. **Committee to Discuss Other Available Funding Opportunities**

John Brodie called the attention of Committee members to a list of grants currently accepting applications contained within the meeting packet.

15. **Next Steps**

- Comments on the draft slide deck to be presented to SWRCB/DWR staff during the technical issues meeting are due to EKI by close of business on July 12, 2023.
- The SWRCB subcommittee will try to meet prior to July 14, 2023 to discuss the approach to the July 26, 2023 meeting with SWRCB/DWR staff including changes to any slides.

- Staff will get information from SLDMWA Accounting on provisions and details for direct billing for GSAs as an option to pay for consultant costs related to compiling a single GSP for the Subbasin.
- Staff will distribute the tables on spring groundwater levels and trends.
- Clean and redline versions of an updated draft MOA containing comments submitted by the June 30, 2023 deadline will be distributed prior to the July 24, 2023 meeting.
- Staff will continue to add Coordination Committee cost share as a discussion item on meeting agendas.
- Staff will reach out to USBR for additional information regarding the WaterSMART Applied Science grant program.

Closed Session

16. **Conference with Legal Counsel – Anticipated Litigation**

No conference with legal counsel was held under this agenda item.

17. **Conference with Legal Counsel – Existing Litigation**

No conference with legal counsel was held under this agenda item.

Open Session

18. **Report out of Closed Session**

No report was necessary, as no closed session was held.

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

No reports were made under this agenda item.

20. **Future Delta-Mendota Subbasin Coordination Committee Meetings**

- a. Monday July 24, 2023 1:00 PM
- b. Monday August 14, 2023 1:00 PM
- c. Monday August 28, 2023 1:00 PM (with Technical Working Group)
- d. Future Policy-only Meetings Will Be Scheduled at the Request of the Committee

21. **ADJOURNMENT**

John Wiersma adjourned the meeting at 3:12 PM.

	A	B	C	D	E	F
1	<b>Grant Summary Report</b>					
2	<b>IRWM Proposition 1 Round 1</b>			<b>Through FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
3		Grant Amount	Amount Paid			
4	Administration	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00		
5	City of Huron	\$ 650,000.00	\$ 649,974.57	\$ 649,974.57		
6	NVRRWP-Turlock	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00		
7	WSID Pumping Plant	\$ 809,264.00	\$ 728,337.60		\$ 728,337.60	
8	Orestimba Creek	\$ 809,264.00	\$ 404,632.00	\$ 404,632.00		
9	Broadview Aquifer	\$ 809,263.00	\$ 286,000.00	\$ 122,800.45	\$ 157,019.96	\$ 6,179.59
10	<b>Total</b>	<b>\$ 3,132,791.00</b>	<b>\$ 2,122,944.17</b>			
11						
12		Amount Remaining				
13	Administration	\$ 1,000.00	\$ -			
14	City of Huron	\$ 25.43	\$ -			
15	NVRRP-Turlock	\$ -	\$ -			
16	WSID Pumping Plant	\$ 80,926.40	\$ -			
17	Orestimba Creek	\$ 404,632.00	\$ -			
18	Broadview Aquifer	\$ 523,263.00	\$ -			
19	<b>Total</b>	<b>\$ 1,009,846.83</b>	<b>\$ -</b>			
20						
21	<b>SGMA Implementation Round 1</b>					
22	Amount Paid	Grant Amount	Amount Paid			
23	C1-LB Creek R&R	\$ 2,000,000.00	\$ -			
24	C2-Floodwater Capture	\$ 1,000,000.00	\$ -			
25	C3-Chowchilla Bypass Recharge	\$ 1,000,000.00	\$ -			
26	C4-WSID Lateral Reconstruction	\$ 228,030.00	\$ -			
27	C5-North Valley RRWP	\$ 272,270.00	\$ -			
28	C6-Farmers Water Bank	\$ 791,300.00	\$ 17,967.90	\$ 17,967.90	\$ -	
29	C7-LBC Res. Ops.	\$ 600,000.00	\$ -			
30	C8-Data Gaps & Monitoring	\$ 929,400.00	\$ -			
31	C9-GSP Revisions & Updates	\$ 561,500.00	\$ 252,170.43	\$ 252,170.43	\$ -	
32	C10-Public Outreach	\$ 172,500.00	\$ 91,095.85	\$ 91,095.85	\$ -	
33	C11-Studies & Investigations	\$ 45,000.00	\$ -			
34	<b>Total</b>	<b>\$ 7,600,000.00</b>	<b>\$ 361,234.18</b>	<b>\$ 361,234.18</b>	<b>\$ -</b>	<b>\$ -</b>
35						
36		Amount Remaining				
37	C1-LB Creek R&R	\$ 2,000,000.00	\$ -			
38	C2-Floodwater Capture	\$ 1,000,000.00	\$ -			
39	C3-Chowchilla Bypass Recharge	\$ 1,000,000.00	\$ -			
40	C4-WSID Lateral Reconstruction	\$ 228,030.00	\$ -			
41	C5-orth Val RRWP	\$ 272,270.00	\$ -			
42	C6-Farmers Water Bank	\$ 773,332.10	\$ -			
43	C7-LBC Res. Ops.	\$ 600,000.00	\$ -			
44	C8-Data Gaps and Monitoring	\$ 929,400.00	\$ -			
45	C9-GSP Revisions & Updates	\$ 309,329.57	\$ -			
46	C10-Public Outreach	\$ 81,404.15	\$ -			
47	C11-Studies & Invest	\$ 45,000.00	\$ -			
48	<b>Total</b>	<b>\$ 7,238,765.82</b>	<b>\$ -</b>			



## **MEMORANDUM**

**TO:** Delta-Mendota Subbasin Coordination Committee Members and Alternates

**FROM:** John Brodie, Water Resources Programs Manager

**DATE:** July 24, 2023

**RE:** Whether to approve a consultant to prepare a single GSP for the Delta-Mendota Subbasin and budget augmentation to fund the Task Order to complete the work.

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### **BACKGROUND**

On March 2, 2023, the California Department of Water Resources (DWR) issued a Determination Letter stating that the six Delta-Mendota Subbasin Groundwater Sustainability Plans (GSPs) were ‘inadequate.’ DWR referred the GSPs to the State Water Resources Control Board (SWRCB) for further review. SWRCB has the option of placing the Subbasin on probation until the GSPs address the deficiencies identified by DWR in the Determination Letter.

To address those deficiencies, the Delta-Mendota Subbasin Coordination Committee, with the support of the 23 Groundwater Sustainability Agencies (GSAs) in the Subbasin, began the process of consolidating the six GSPs into a single GSP. On May 26, 2023, a request for proposals (RFP) was issued for a consultant or team to prepare a single GSP for the Subbasin.

As of the June 23, 2023 deadline to submit responses, one consultant responded to the RFP.

### **ISSUES FOR DECISION**

Whether to select the submitted response to the RFP and approve a \$1.5 million budget augmentation to the Coordinated budget (Fund 63) to fund the Task Order for the work to correct the Subbasin’s Inadequate Determination.

### **RECOMMENDATION**

Staff recommends the Committee approve the budget increase and task order to complete the work.

## **ANALYSIS**

Based on the June 21, 2023 meeting of the SWRCB, the Delta-Mendota Subbasin faces a possible probationary hearing by the SWRCB in September 2024. Without approval, time and momentum will be lost and work to have the single GSP ready and possibly adopted in advance of the proposed September 2024 probationary hearing will be at least delayed.

The SLDMWA Board approved a task order amendment and budget augmentation at its July 13, 2023 meeting.

## **BUDGET**

The total proposed budget augmentation to the Coordinated budget (fund 63) is \$1,500,000. The amount over the consultant's submitted budget amount provides contingency funds if the Subbasin is required to address additional deficiencies stipulated by SWRCB.

**PROJECT BUDGET FOR COMPLETING THE RESPONSE TO THE INADEQUATE DETERMINATION ISSUED BY CA DWR FOR THE DELTA - MENDOTA SUBBASIN GROUNDWATER SUSTAINABILITY PLANS**

TASKS	EKI Labor									Expenses			TOTAL
	CAD/ GIS	Anona Dutton - Officer and Chief Engineer-Scientist Christopher Heppner - Supervising I, Engineer-Scientist	Amir Mani - Senior I, Engineer-Scientist	Meredith Durant - Senior I, Engineer-Scientist	Engineer-Scientist, Grade 1	Engineer-Scientist, Grade 2	Engineer-Scientist, Grade 4	TOTAL EKI Labor, including 4% Comm. Charge (1)	CAD/GIS Charge (per hour)	OTHER DIRECT COSTS	TOTAL EXPENSES (1)		
<b>Task 1 - Data Compilation, Review, and Analysis</b>	144	30	30	30	10	60	75	65	\$75,348	\$0	10%	\$0	\$75,348
<b>Subtotal</b>	0	30	30	30	10	60	75	65	\$75,348	\$0	\$0	\$0	\$75,348
<b>Task 2 - Describe Current Groundwater Conditions for Each Applicable SI</b>													
Subtask 2.1 – Develop Current Groundwater Conditions	40	25	40	8		50	80	80	\$74,816	\$800	\$1,000	\$1,900	\$76,716
Subtask 2.2 – Prepare Qualitative Description of PM/A Impacts		15	30	30			75		\$40,747	\$0		\$0	\$40,747
Subtask 2.3 – Quantitative Projection of PM/A Impacts		25	10	150		250		300	\$172,058	\$0	\$1,000	\$1,100	\$173,158
<b>Subtotal</b>	40	65	80	188	0	300	155	380	\$287,620	\$800	\$2,000	\$3,000	\$290,620
<b>Task 3 - Subbasin Monitoring Network</b>	80	80	100			120	150	80	\$149,386	\$1,600	\$1,000	\$2,700	\$152,086
<b>Subtotal</b>	80	80	100	0	0	120	150	80	\$149,386	\$1,600	\$1,000	\$2,700	\$152,086
<b>Task 4 - Analysis of New Information</b>													
Subtask 4.1 - Further Analysis and Potential Revisions to SMCs	24	50	80			100	100	120	\$115,477	\$480	\$1,000	\$1,580	\$117,057
Subtask 4.2 - Further Analysis and Update to the Basin-wide Water Budget		30		80		80		120	\$75,587	\$0	\$1,000	\$1,100	\$76,687
Subtask 4.3 - (Optional) CVHM2-DM Development and Calibration		40	20	150		250		250	\$171,194	\$0	\$2,000	\$2,200	\$173,394
<b>Subtotal</b>	24	120	100	230	0	430	100	490	\$362,259	\$480	\$4,000	\$4,900	\$367,139
<b>Task 5 - Revision of Plan Elements</b>													
Subtask 5.1 - Revision of Plan Area and Basin Setting Chapters	40	32	40				100	120	\$74,780	\$800	\$500	\$1,350	\$76,130
Subtask 5.2 - Revision of Water Budget and Sustainable Yield Sections	2	32		40		40		75	\$46,740	\$40	\$500	\$590	\$47,330
Subtask 5.3 - Revision of Sustainable Management Criteria Chapter	2	40	72				80	100	\$73,898	\$40	\$500	\$590	\$74,488
Subtask 5.4 - Revision of P/MA and Plan Implementation Chapters	2	32	32	32			60	60	\$55,860	\$40	\$500	\$590	\$56,450
Subtask 5.5 - Revision of Executive Summary and Introduction Chapter		32					60	60	\$35,759	\$0	\$500	\$550	\$36,309
<b>Subtotal</b>	46	168	144	72	0	40	300	415	\$287,100	\$920	\$2,500	\$3,700	\$290,800
<b>Task 6 - A Description of Other Information</b>		60	40	40	16		120	120	\$99,649	\$0	\$500	\$550	\$100,199
<b>Subtotal</b>	0	60	40	40	16	0	120	120	\$99,700	\$0	\$500	\$600	\$100,200
<b>Task 7 - Project Management and Coordination</b>													
Subbasin CC/TWG meetings (13 in-person, 13 remote)		156	52	26			78		\$95,992	\$0	\$4,000	\$4,400	\$100,392
Bi-weekly one-hour planning meetings (remote 26)		52							\$17,955	\$0	\$500	\$550	\$18,505
Coordination with hydrologically connected basins (8, 1-hr each)		16			16				\$10,284	\$0		\$0	\$10,284
Meetings with DWR/ SWRCB (8 1-hr remote, 4 2-hr in-person)		36	16	16			16		\$25,958	\$0	\$1,000	\$1,100	\$27,058
Project Schedule		24			24		0		\$15,425	\$0		\$0	\$15,425
Project communications and project management tasks		40			32				\$23,329	\$0	\$500	\$550	\$23,879
<b>Subtotal</b>	0	324	68	42	72	0	94	0	\$189,000	\$0	\$6,000	\$6,600	\$195,600
<b>TOTAL With Optional Task(s):</b>	<b>190</b>	<b>847</b>	<b>562</b>	<b>602</b>	<b>98</b>	<b>950</b>	<b>994</b>	<b>1,550</b>	<b>1,450,300</b>	<b>\$7,600</b>	<b>16,000</b>	<b>\$21,400</b>	<b>\$1,471,700</b>
<b>TOTAL Without Optional Task(s):</b>	<b>190</b>	<b>807</b>	<b>542</b>	<b>452</b>	<b>98</b>	<b>700</b>	<b>994</b>	<b>1,300</b>	<b>1,279,100</b>	<b>\$3,800</b>	<b>14,000</b>	<b>\$19,200</b>	<b>\$1,298,300</b>
<b>Contingency-July 31, 2024 Completion Date (Without Optional Task)</b>	<b>200</b>	<b>810</b>	<b>580</b>	<b>490</b>	<b>90</b>	<b>770</b>	<b>1,170</b>	<b>1,430</b>	<b>1,383,502</b>	<b>\$3,800</b>	<b>12,500</b>	<b>\$17,550</b>	<b>\$1,401,052</b>
<b>Contingency- March 29, 2024 Completion Date (Without Optional Task)</b>	<b>210</b>	<b>770</b>	<b>620</b>	<b>500</b>	<b>80</b>	<b>810</b>	<b>1,250</b>	<b>1,560</b>	<b>1,435,855</b>	<b>\$1,900</b>	<b>7,750</b>	<b>\$10,425</b>	<b>\$1,446,280</b>



# DELTA-MENDOTA SUBBASIN RESPONSE TO INADEQUATE DETERMINATION

24 JULY 2023

TECHNICAL MEETING #11

## KEY QUESTIONS REGARDING EKI PROPOSED SCOPE AND BUDGET

- Review of Scope Changes that Informed RFP Response and Cost Estimate
  - Additional clarity on SWRCB perspective; i.e., how “high” the bar will be
  - Basin desire /opportunity to couple DWR response w/ 2025 Update efforts
  - Significant technical issues identified in recent months (since initial high-level estimate):
    - Need to revise Representative Monitoring Network
    - Need for model refinements/refine estimates of pumping from Upper/Lower aquifers
    - Delayed guidance from DWR (Subsidence and ISW)
    - Missing pieces from original GSP that need to be developed (e.g., Basin-wide X-sections)
  - Increased level of coordination due to schedule extensions, intra- and inter-basin issues, etc.
- Initial EKI efforts ~\$265K supported coordination, initial data compilation, review, and analysis, initial revision of SMCs / water budget for presentation to the SWRCB, and identification of key issues to be addressed as part of revisions
- Schedule

## DIFFERENT BUDGET B/C NEW SCHEDULES & SCOPE OF WORK + NEW INFO

Scope Item	March 2023 High Level SOW & Estimated Budget	Effort Spent March – July 2023	Additional SOW/Budget in Response to RFP & Recent Findings	
Data Compilation, Review, and Analysis	-	\$25,000	\$75,000	Address newly-identified data gaps (e.g., upper/lower aquifer well distribution)
Revise Basin Setting Chapters for 2025 Update / Subbasin Monitoring Network	-	-	\$283,000	Address gaps/inconsistencies and update to 2025 requirements (e.g., cross-sections, updated data)
Revise / Develop Sustainable Management Criteria	\$100,000	\$100,000	\$130,000	ISW and other SMC refinements and write up based on DWR Guidance and SWRCB input
Develop Subbasin Water Budget	\$74,000	\$65,000	-	-
Refine Subbasin Water Budget and Numerical Model, and Projected Scenarios with P/MAs	-	-	\$287,000	More accurately assess CC, SY and P/MAs and local and cross-basin impacts
Project Management and Meetings	\$50,000	\$75,000	\$191,000	Significant effort over ~12 months
Additional Requirements to Comply with Periodic Evaluation	-	-	\$106,000	Per RFP
Consolidate to a Single GSP	\$375,000		\$329,000	Effort distributed across other tasks
<b>Total</b>	<b>~\$600,000</b>	<b>~\$265K</b>	<b>~ \$1.4 M</b>	

# PROJECT TIMELINE – PREPARE GSP BY JULY 2024



# QUESTIONS



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

THIS MEMORANDUM OF AGREEMENT (this “**MOA**”) is entered into and effective this 1<sup>st</sup> day of October, 2023 (the “**Effective Date**”), by and among the groundwater sustainability agencies within the Delta-Mendota Subbasin listed in Exhibit “A” (each a “**Party**” and collectively the “**Parties**”) and is made with reference to the following facts:

**RECITALS**

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

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

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

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

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

F. **WHEREAS**, after an approximately two-year review, DWR determined that the coordinated groundwater sustainability plans in the Subbasin were “incomplete” on January 21, 2022, and required that the groundwater sustainability plans be revised to address certain corrective actions by July 20, 2022; and

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

H. **WHEREAS**, the Parties understand that upon DWR’s determination that a groundwater sustainability plan is inadequate, SGMA authorizes the State Water Resources

Control Board (“**State Water Board**”) to seek to intervene and exercise jurisdiction over the affected subbasin; and

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

J. **WHEREAS**, in order to efficiently coordinate among the large number of GSAs in the Subbasin, the GSAs now desire to adopt one GSP for the Subbasin; and

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

L. **WHEREAS**, the GSAs desire to enter into this MOA to coordinate the work and management of the Subbasin and clarify responsibilities of the respective GSAs, in accordance with SGMA; and

M. **WHEREAS**, the Coordination Agreement shall remain binding and in effect until all Parties have approved a single GSP for the Subbasin, at which time the Coordination Agreement shall automatically terminate, and this MOA shall become operative as provided in Section 12.2.

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

**ARTICLE I– DEFINITIONS**

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

1.2 “**Coordinated Plan Expenses**” are those Subbasin-wide expenses that are shared equally amongst the Coordination Committee members, in accordance with the Participation Percentages.

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

1.4 “**Effective Date**” shall be as set forth in the Preamble.

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

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

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

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

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

1.10 “**Participation Percentages**” shall mean that percentage of Coordinated Plan Expenses allocated to each GSA or GSA Group as described on Exhibit “B” to this MOA, which is attached and incorporated by reference herein, as updated from time to time.

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

1.12 “**Plan Manager**” shall mean an entity or individual, appointed at the pleasure of the Coordination Committee, or as provided in Article III of this MOA, to perform the role of the Plan Manager to serve as the point of contact to DWR and/or the State Water Board.

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

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

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

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

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

1.18 “**Subbasin-wide Activities**” shall mean those activities or actions that affect the Subbasin as a whole or are otherwise required by SGMA to be determined at the Subbasin level.

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

## **ARTICLE II– PURPOSE & KEY PRINCIPLES**

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



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

2.3 **Each Party's Rights.** This MOA shall not limit or interfere with any Party's rights or authorities over its own internal matters, including, but not limited to, a Party's legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters. Nothing in this MOA is intended to modify or limit a Party's police powers, land use authorities, or any other authority, including the authority to pursue a comprehensive groundwater adjudication or other alternative SGMA compliance strategy, should the Party deem it to be in its best interest to do so.

2.4 **Participation Percentage.** Each Party shall pay its proportionate share of the Participation Percentage, to cover coordinated Subbasin-wide Activities, set forth on Exhibit "B," as said Exhibit "B" may be modified from time to time.

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

### **ARTICLE III– ROLE OF SLDMWA**

3.1 **Agreement to Serve.** By executing this MOA, and not as a Party, the SLDMWA agrees to carry out the functions described in this Article III and its subparts consistent with the terms of this Article and under the direction and supervision of the Coordination Committee, subject to the reimbursement and the termination provisions contained in this Article.

(a) **Secretary.** The SLDMWA agrees to perform the obligations of the Secretary described in this MOA, by delegation to one or more of its employees or to a consultant under contract to the SLDMWA.

(b) **Plan Manager.** The SLDMWA agrees to perform the obligations of the Plan Manager described in this MOA, by delegation to one or more of its employees or to a consultant under contract to the SLDMWA.

3.2 **Reimbursement of SLDMWA.** SLDMWA's commitment to perform the designated functions under this Section is contingent upon the execution and performance of a separate cost sharing agreement between the SLDMWA and the Parties.

3.3 **Termination of SLDMWA's Services.** Either the Parties acting through the Coordination Committee or the SLDMWA, at any time, may terminate the services being provided by the SLDMWA under this MOA upon thirty (30) days' written notice, if from the SLDMWA, to the Coordination Committee; and if from the Coordination Committee, to the SLDMWA.

## **ARTICLE IV– COORDINATION COMMITTEE**

### **4.1 Coordination Committee.**

(a) The Parties agree to establish a Coordination Committee to provide the forum for the Parties to work collaboratively to develop policy recommendations for the technical and substantive Subbasin-wide Activities and issues. The Coordination Committee shall decide, by unanimous vote of Coordination Committee members present at a regular or special meeting, which activities are Subbasin-wide Activities. Recommendations from the Coordination Committee that require approval or action of the GSAs shall be provided to each Party’s respective governing boards for adoption, approval or other recommended action.

(b) The Coordination Committee will consist of a total of **6-8** voting members to represent the Subbasin and shall be comprised of the representative of a GSA (“**GSA Representative**”) or a group of GSAs (a “**GSA Group Representative**”), as identified on Exhibit “C.” Each GSA Representative or GSA Group Representative shall have one Alternate Representative authorized to vote in the absence of the GSA Representative or GSA Group Representative, as applicable.

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

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

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

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

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

4.4 **Coordination Committee Officers.** The Officers of the Coordination Committee will include a Chair, Vice Chair, and the Secretary. Except where the Parties have named such

Officer in Article III of this MOA, Officers shall be selected at the initial meeting of the Coordination Committee or as soon thereafter as reasonably can be accomplished.

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

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

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

The Secretary shall select an appointee (who may be SLDMWA staff or a consultant) to implement the Secretary's responsibilities under this MOA, for example, to coordinate meetings; prepare agendas; circulate notices and agendas; provide written notice to all Parties that the Coordination Committee has made a recommendation requiring approval by the Parties; prepare and maintain minutes of meetings of the Coordination Committee; receive notices on behalf of the Coordination Committee and call to the Coordination Committee's attention the need for responding; and provide such other assistance in coordination as may be appropriate.

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

4.5 Plan Manager. By a simple majority vote of Coordination Committee members present, the Coordination Committee shall select a Plan Manager, who may be a consultant hired by the Secretary, as directed by the action of the Coordination Committee pursuant to this MOA, the representative of an entity that has been selected as Secretary, or a public agency serving as or

participating in a GSA that is a Party to this MOA, and who shall serve as the point of contact for DWR as specified by SGMA. Notwithstanding the requirement for a majority vote of the Coordination Committee to appoint a Plan Manager, the SLDMWA is hereby designated as the initial Plan Manager, to serve at the pleasure and direction of the Coordination Committee, pursuant to Article III above.

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

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

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

- (a) By a simple majority vote of Coordination Committee members present at a regular or special meeting, the Coordination Committee shall review and approve:
  - (i) recommendation(s) to the GSAs for approving any technical analyses;
  - (ii) updating of technical analyses as needed;
  - (iii) developing budgets;
  - (iv) providing assistance with grants and with coordinated projects and programs;
  - (v) assigning work to subcommittees and workgroups as needed, providing guidance and feedback, and ensuring that subcommittees and workgroups prepare work products in a timely manner; and
  - (vi) providing direction to its Officers concerning other administrative and ministerial issues necessary for the fulfillment of the above-enumerated tasks.
  
- (b) By a unanimous vote of Coordination Committee members present at a regular or special meeting, the Coordination Committee shall review and approve:
  - (i) determination of Subbasin-wide activities;
  - (ii) submittal of annual reports;
  - (iii) a representative monitoring network;
  - (iv) final budgets;
  - (v) submittal of five-year updates;
  - (vi) revisions to this MOA;
  - (vii) adding new Parties to this MOA;

(viii) work plans;

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

(x) directing the Plan Manager in the performance of its duties under SGMA; and

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

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

4.8 **Subcommittees and Workgroups.** The Coordination Committee may appoint ad hoc or standing subcommittees, workgroups, or otherwise direct staff made available by the Parties. Such subcommittees or workgroups may include qualified individuals possessing the knowledge and expertise to advance the goals of the GSP on the topics being addressed by the subcommittee, whether or not such individuals are GSA Representatives, GSA Group Representatives or Alternate Representatives.

4.9 **Coordination Committee Meetings.**

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

(b) **Quorum.** A majority of the Coordination Committee members, as listed on Exhibit “C”, shall constitute a quorum of the Coordination Committee for purposes of holding a meeting. The Alternate Representative of each GSA or GSA Group shall be counted towards a quorum and as the voting representative(s) in absence of the Coordination Committee GSA Representative or GSA Group Representative for which

the Alternate Representative was appointed. If less than a quorum is present, no action may be taken.

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

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

#### 4.10 Voting by Coordination Committee.

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

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

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

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

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

(c) A vote shall be delayed if any GSA Representative or GSA Group Representative declares its intention to propose an alternative or modified recommended action, to be proposed at the next meeting, or as soon thereafter as the GSA

Representative or GSA Group Representative can obtain any further information or clarifying direction from its GSA Group or governing body, or both, as needed to propose its alternative or modified recommended action.

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

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

#### **ARTICLE V – APPROVAL BY INDIVIDUAL PARTIES**

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

#### **ARTICLE VI – POWERS RESERVED TO PARTIES**

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

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

#### **ARTICLE VII – EXCHANGE OF DATA AND INFORMATION**

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

**7.2 Procedure for Exchange of Data and Information.**

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

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

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

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

**ARTICLE VIII – MONITORING NETWORK**

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

- (a) Maintaining the representative monitoring network within its boundary;
- (b) Filling data gaps in its GSA on a defined schedule;
- (c) Collecting data per the approved Subbasin-wide monitoring protocol;
- (d) Considering developing and maintaining a supplementary network for collecting data in excess of the minimum need, for the purposes of supporting local management decisions (since the level of detail necessary may not be sufficient in a Subbasin level network); and
- (e) Each GSA shall have a minimum of one representative monitoring well (measuring water level and water quality) from each aquifer in which it has groundwater



pumping within its GSA boundaries, sufficient to meet the recommendations of the Subbasin-wide GSP consultant.

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

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

**ARTICLE IX – COORDINATED DATA MANAGEMENT SYSTEM**

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

**ARTICLE X – ADAPTIVE MANAGEMENT PROCESS**

10.1 The Coordination Committee established an “Adaptive Management Process” applicable to all GSAs in the Subbasin, which is attached hereto as Exhibit “D” and incorporated herein by this reference.

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

**ARTICLE XI – MODIFICATION OF THIS MOA**

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

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

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

**ARTICLE XII – WITHDRAWAL, TERM, AND TERMINATION**

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

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

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

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

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

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

**ARTICLE XIII – PROCEDURES FOR RESOLVING CONFLICTS**

13.1 In the event of any dispute arising from or relating to this MOA, except for disputes arising from the inability of the Coordination Committee to reach a unanimous decision, the disputing Party shall, within thirty (30) calendar days of discovery of the events giving rise to the dispute, notify all Parties to this MOA in writing of the basis for the dispute. Within thirty (30) calendar days of receipt of said notice, all interested Parties shall meet and confer in a good-faith attempt to informally resolve the dispute. All disputes that are not resolved informally shall be submitted to arbitration. Within ten (10) days following the failed informal proceedings, each interested Party shall nominate and circulate to all other interested Parties the name of one arbitrator. Within ten (10) days following the nominations, the interested Parties shall rank their top three (3) among all nominated arbitrators, awarding three points to the top choice, two points to the second choice, one point to the third choice and zero points to all others. Each interested Party shall forward its tally to the Secretary, who shall tabulate the points and notify the interested Parties of the arbitrator with the highest cumulative score, who shall be the selected arbitrator. The Secretary may also develop procedures for approval by the Parties, for selection in the case of tie votes or in order to replace the selected arbitrator in the event such arbitrator declines to act. The arbitration shall be administered in accordance with the procedures set forth in the California Code of Civil Procedure, section 1280, *et seq.*, and of any state or local rules then in effect for arbitration pursuant to said section. Upon completion of arbitration, if the controversy has not been resolved, any Party may exercise all rights to bring a legal action relating to the controversy.

**ARTICLE XIV – GENERAL PROVISIONS**

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

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

14.3 **Severability.** Except as provided for cure by amendment in Articles 11.2 and 11.3, if any term, provision, covenant, or condition of this MOA is determined to be unenforceable by a court of competent jurisdiction, it is the Parties’ intent that the remaining provisions of this MOA will remain in full force and effect and will not be affected, impaired, or invalidated by such a determination.

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

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

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

*(INSERT SIGNATURE BLOCKS OF ALL GSAs)*

**EXECUTING NOT AS A PARTY:**

<b>SAN LUIS &amp; DELTA-MENDOTA WATER AUTHORITY</b>	
<b>San Luis &amp; Delta-Mendota Water Authority</b>	<b>Date:</b>
<b>Signature</b>	
<b>Name of Representative:</b>	

**EXHIBIT “A”**

**Parties to the MOA**

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

21. Turner Island Water District–2 GSA
22. West Stanislaus Irrigation District GSA 1
23. Widren Water District GSA

DRAFT

**EXHIBIT “B”**

**Participation Percentages**

The Participation Percentages will be split equally amongst the number of voting members of the Coordination Committee as identified below:

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**EXHIBIT “C”**

**Coordination Committee Representatives**

*6-8 members; current members listed as follows:*

1. Aliso Water District GSA
2. Farmers Water District GSA
3. Fresno County Management Area A and B GSAs
4. Central Delta-Mendota GSP Group
5. Northern Delta-Mendota GSP Group
6. Grassland GSA
7. San Joaquin River Exchange Contractors GSP Group – 1
8. San Joaquin River Exchange Contractors GSP Group – 2



**EXHIBIT “D”**

**ADAPTIVE MANAGEMENT PROCESS FOR THE SUBBASIN**

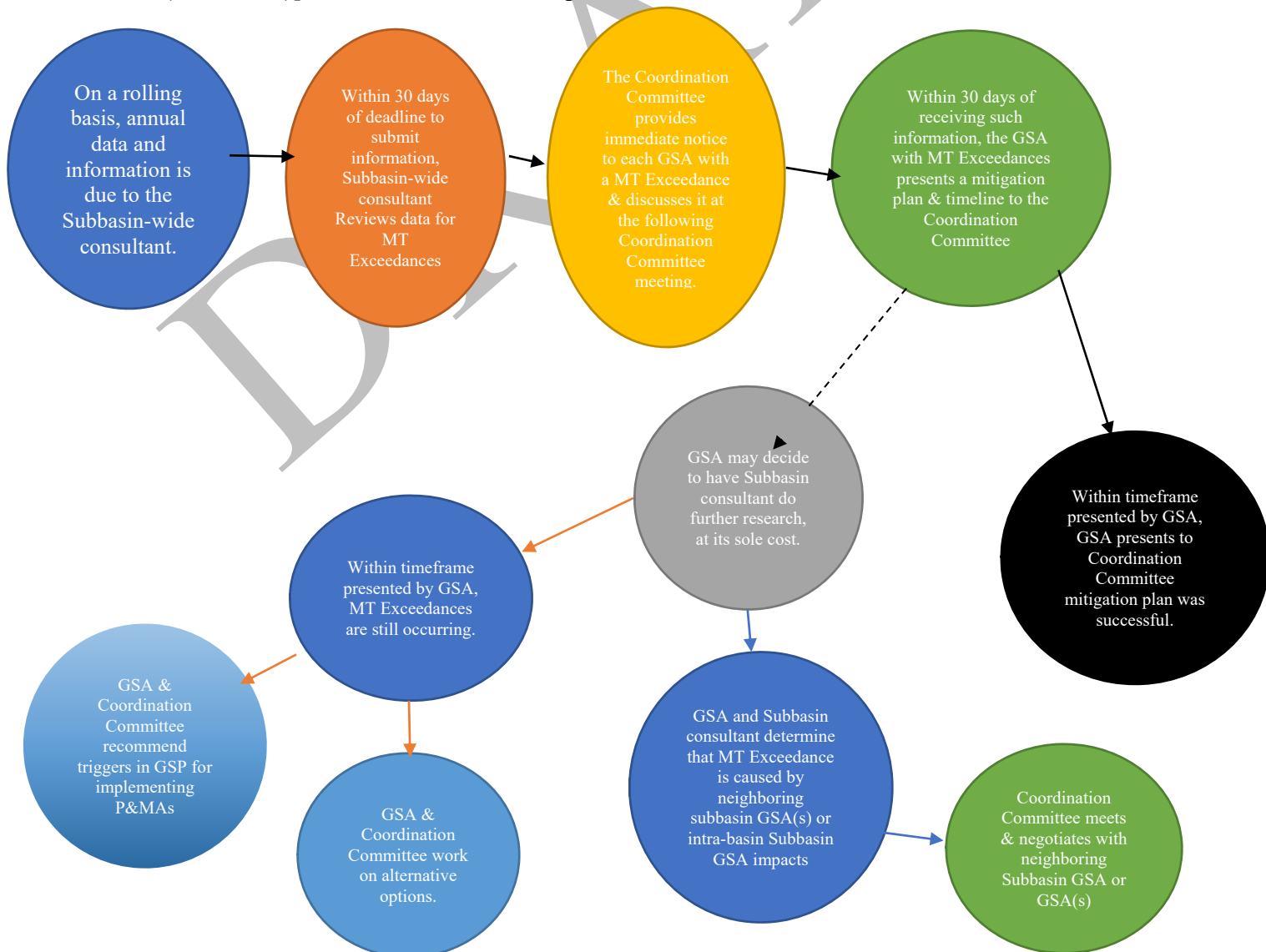
The Groundwater Sustainability Agencies (“GSAs”) in the Delta-Mendota Subbasin (the “Subbasin”) acknowledge that the Sustainable Groundwater Management Act (“SGMA”) has a long-term horizon to achieve sustainability and that management of the Subbasin will require an iterative process on the part of the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

1. The Subbasin-wide GSP Consultant shall initiate a review of Subbasin-wide data within thirty (30) days after that data is due to be submitted by each GSA (the “Review”). As reporting dates vary based upon the SMC, this Review will be done on a regular basis and will be a regular agenda item on the Coordination Committee agendas.
2. The Review shall take into account all matters to be considered in the Annual Report pursuant to the DWR Regulations, section 356.2, including, but not limited to, changes in groundwater elevation, groundwater storage, subsidence, water quality and the status of minimum thresholds and interim milestones in the Subbasin GSP.
3. Should GSA activities result in a minimum threshold exceedance, the Coordination Committee (at the recommendation of the Plan Manager, a designated subcommittee, or the Subbasin-wide GSP Consultant) shall immediately notify the GSA and add the exceedance information to the next Coordination Committee agenda packet.
4. The GSA may request the Subbasin-wide GSP Consultant to coordinate such exceedance information with that GSA’s own consultant, as applicable. Within thirty (30) days of said notice, the GSA shall present a plan of action to the Coordination Committee to address how the GSA will mitigate an exceedance and in what timeframe. The intent is for the Coordination Committee to discuss the mitigation plan in an effort to provide helpful ideas to the GSA. However, the GSA is solely responsible for the management actions within its boundaries and the costs to remedy the cause of the exceedance if it is attributed to activities occurring within such GSA’s jurisdictional boundaries. At its sole cost and expense, the responsible GSA may ask the Subbasin-wide GSP Consultant to further determine: (a) what caused the exceedance; (b) whether or not the GSA has control over the cause of the exceedance; (c) whether it is an intra-basin impact from another GSA or an inter-basin impact by a neighboring subbasin; and (d) whether or not the exceedance caused damage.
5. If there is a determination that any exceedance was caused by intra-basin impacts from another GSA within the Subbasin, such determination will be brought back to the Coordination Committee for further discussion and potential Subbasin-wide action. The Coordination Committee will work with other GSAs to increase existing GSA coordination to

remedy the issues causing the exceedance and to remedy the responsibility of costs associated with identifying and mitigating the exceedance.

6. If there is a determination that any exceedance was caused by a neighboring subbasin, this should be brought back to the Coordination Committee for further discussion and potential Subbasin-wide action. The Coordination Committee will work with other subbasins to expand existing inter-basin coordination to remedy the issues causing the exceedances.

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



Delta-Mendota WY2023 Spring MT Exceedances

DMS Site ID	Local Well ID	Aquifer Designation	GSP Group	GSA/Member Agency	WY2023 Spring MT Exceedance	Recent Downward Trend	Notes
09-001	2480-72	Upper	Aliso Water District GSP	Aliso Water District	X	X	Questionable measurement; Below MT in Feb. '22, b/w MT and MO in Oct. '22, below MT again in Feb. '23
09-002	12S16E31G001M	Upper (Composite)	Aliso Water District GSP	Aliso Water District		X	B/w MT and MO in Feb. '23
09-003	13S15E14M001M	Upper	Aliso Water District GSP	Aliso Water District			Above MO in Feb. '23
09-004	13S16E30A001M	Upper	Aliso Water District GSP	Aliso Water District			Above MO in Feb. '23
10-001	FWD-R-8	Upper	Farmers Water District GSP	Farmers Water District			Above MO in Jan. '23
12-001	SPRECK-MW-7	Upper	Fresno County GSP	Fresno County Management Area A			No seasonal high '23 measurement reported
13-001	HANS-7C1	Upper	Fresno County GSP	Fresno County Management Area B		X	Above MO in Jan. '23
13-003	TL-HS-3	Upper	Fresno County GSP	Fresno County Management Area B			B/w MT and MO in Jan. '23
13-004	USGS-3116	Lower	Fresno County GSP	Fresno County Management Area B		X	B/w MT and MO in Apr. '23
11-001	WF 300	Lower	Grassland GSP	Grassland		X	N/A - no numeric SMC set until 5 years of data collection
11-002	WF 530	Lower	Grassland GSP	Grassland		X	N/A - no numeric SMC set until 5 years of data collection
11-003	WF 630	Lower	Grassland GSP	Grassland			N/A - no numeric SMC set until 5 years of data collection
11-004	WF 730	Lower	Grassland GSP	Grassland		X	N/A - no numeric SMC set until 5 years of data collection
11-005	V1 Deep	Lower	Grassland GSP	Grassland		X	N/A - no numeric SMC set until 5 years of data collection
11-006	V2 Deep	Lower	Grassland GSP	Grassland		X	No numeric SMC
11-007	V1 Shall	Upper	Grassland GSP	Grassland			B/w MT and MO
11-008	V1 mid	Upper	Grassland GSP	Grassland			B/w MT and MO
11-009	V2 Shall	Upper	Grassland GSP	Grassland			Above MO
11-013	BSS	Upper	Grassland GSP	Grassland			Above MO
11-014	08S09E34G001M	Upper	Grassland GSP	Grassland			No measurement since Oct. 2020
11-015	08S10E30E001M	Upper	Grassland GSP	Grassland			No measurement since Oct. 2020
11-016	11S11E04N001M	Upper	Grassland GSP	Grassland			No measurement since Oct. 2020
11-017	11S12E30H002M	Upper	Grassland GSP	Grassland			Above MO
11-019	3PU-2	Upper	Grassland GSP	Grassland	X	X	
19-003	AB	Upper	Grassland GSP	Merced County			
01-001	MP030.43R	Lower	Northern & Central Delta-Mendota Region GSP	DM-II			Above MO since Nov. '22
01-002	MP033.71L	Lower	Northern & Central Delta-Mendota Region GSP	DM-II			Above MO since Oct. '18
01-003	MP45.78R	Lower	Northern & Central Delta-Mendota Region GSP	DM-II		X	Above MO since Jan. '23
01-004	MC10#2	Upper	Northern & Central Delta-Mendota Region GSP	DM-II		X	B/w MT and MO since Dec. '22 following exceedance b/c Jul. and Nov. '22
01-005	MP058.28L	Upper	Northern & Central Delta-Mendota Region GSP	DM-II	X	X	MT exceedances in Feb. and Mar. '23; B/w MT and MO since Apr. '23, frequent exceedances of MTs since 2016 (lots of fluctuation around MT)
01-006	91	Lower	Northern & Central Delta-Mendota Region GSP	DM-II			Measured bi-annually; Downward trend until Oct. '22, trend reversed with Mar. '23 measurement
01-007	MP021.12L	Lower	Northern & Central Delta-Mendota Region GSP	DM-II			B/w MT and MO since Jan. '23 after exceedances b/w May and Nov. '22
01-008	MP051.66L	Lower	Northern & Central Delta-Mendota Region GSP	DM-II		X	Above MO in Mar. '23, trending downward again
02-002	WELL 02 - NORTH 5TH STREET	Lower	Northern & Central Delta-Mendota Region GSP	City of Patterson			B/w MT and MO since Jun. '20
02-009	Keystone well	Upper	Northern & Central Delta-Mendota Region GSP	City of Patterson			Above MO in Feb. '23
03-001	PIDMW2	Upper	Northern & Central Delta-Mendota Region GSP	Patterson Irrigation District			B/w MT and MO since Apr. '19
03-002	MW-3	Upper	Northern & Central Delta-Mendota Region GSP	Patterson Irrigation District			B/w MT and MO since Oct. '14
03-003	WSJ003	Upper	Northern & Central Delta-Mendota Region GSP	Patterson Irrigation District			N/A - no numeric SMC set until 5 years of data collection
04-001	121	Lower	Northern & Central Delta-Mendota Region GSP	West Stanislaus Irrigation District			Above MO since Nov. '22

Delta-Mendota WY2023 Spring MT Exceedances

DMS Site ID	Local Well ID	Aquifer Designation	GSP Group	GSA/Member Agency	WY2023 Spring MT Exceedance	Recent Downward Trend	Notes
06-001	P259-1	Lower	Northern & Central Delta-Mendota Region GSP	Northwestern Delta-Mendota		X	B/w MO and MT since Aug. '22; Well very sensitive to pumping (based on seasonal downward trend and subsequent rebound after irrigation season)
06-002	P259#3	Upper	Northern & Central Delta-Mendota Region GSP	Northwestern Delta-Mendota		X	Above MT since Sep. '22
06-003	WSID3	Lower	Northern & Central Delta-Mendota Region GSP	West Stanislaus Irrigation District			Above MO since Nov. '22, following MT exceedance in Sep. '22
06-004	MP031.31L1-L2Well1	Upper	Northern & Central Delta-Mendota Region GSP	West Stanislaus Irrigation District			Above MO since Dec. '22
07-002	MC15-1	Lower	Northern & Central Delta-Mendota Region GSP	San Luis Water District			Above MO since Mar. '23
07-003	MC15-2	Upper	Northern & Central Delta-Mendota Region GSP	San Luis Water District			Above MO since Mar. '23
07-005	MP091.68R	Lower	Northern & Central Delta-Mendota Region GSP	Pacheco Water District		X	Above MO in Feb. through Apr. '23; B/w MO and MT in May '23
07-007	MC18-1	Lower	Northern & Central Delta-Mendota Region GSP	Panoche Water District			Above MO since Dec. '22
07-008	PWD 48	Lower	Northern & Central Delta-Mendota Region GSP	Panoche Water District			N/A - well hasn't been monitored since 2021; In process of replacing in network
07-009	KRCDTID03	Upper	Northern & Central Delta-Mendota Region GSP	Tranquillity Irrigation District		X	Measured bi-annually; B/w MT and MO in Apr. '23 following MT exceedance in Oct. '22
07-010	KRCDTID02	Upper	Northern & Central Delta-Mendota Region GSP	Tranquillity Irrigation District			Above MO in Apr. '23
07-012	GDA003	Upper	Northern & Central Delta-Mendota Region GSP	Panoche Water District			N/A - no numeric SMC set until 5 years of data collection
07-014	TW-4	Lower	Northern & Central Delta-Mendota Region GSP	Tranquillity Irrigation District		X	Measured bi-annually; B/w MT and MO in Apr. '23 following MT exceedance in Oct. '22
07-015	TW-5	Lower	Northern & Central Delta-Mendota Region GSP	Tranquillity Irrigation District		X	Above MO in Apr. '23
07-016	Well 01	Lower	Northern & Central Delta-Mendota Region GSP	Volta Community Services District		X	Above MO since mid Apr. '23
07-017	Well 1	Upper	Northern & Central Delta-Mendota Region GSP	Santa Nella County Water District			N/A - no numeric SMC set until 5 years of data collection
07-018	WSJ001	Upper	Northern & Central Delta-Mendota Region GSP	Tranquillity Irrigation District			N/A - no numeric SMC set until 5 years of data collection
07-028	MP093.27L (Well 500)	Lower	Northern & Central Delta-Mendota Region GSP	Eagle Field Water District		X	B/w MT and MO in Apr. '23; MT exceedances b/w May and Nov. '22
07-031	CDMGSA-01C	Lower	Northern & Central Delta-Mendota Region GSP	San Luis Water District			N/A - no numeric SMC set until 5 years of data collection
07-032	CDMGSA-01D	Lower	Northern & Central Delta-Mendota Region GSP	San Luis Water District			N/A - no numeric SMC set until 5 years of data collection
07-035	MP098.74L	Upper	Northern & Central Delta-Mendota Region GSP	Panoche Water District			B/w MT and MO since Dec. '16
08-002	Well M-1/MP102.04L	Upper	Northern & Central Delta-Mendota Region GSP	Widren Water District			Above MO since Nov. '22
14-001	CCID Well #2	Upper	San Joaquin River Exchange Contractors GSP	San Joaquin River Exchange Contractors		X	Above MO
14-002	1005	Upper	San Joaquin River Exchange Contractors GSP	San Joaquin River Exchange Contractors		X	Above MO
14-003	1006	Upper	San Joaquin River Exchange Contractors GSP	San Joaquin River Exchange Contractors			Above MO
14-004	1008	Upper	San Joaquin River Exchange Contractors GSP	San Joaquin River Exchange Contractors		X	Above MO
14-005	1011	Upper	San Joaquin River Exchange Contractors GSP	San Joaquin River Exchange Contractors			Above MO
14-006	1014	Upper	San Joaquin River Exchange Contractors GSP	San Joaquin River Exchange Contractors		X	Above MO
14-007	1043	Upper	San Joaquin River Exchange Contractors GSP	San Joaquin River Exchange Contractors			Above MO
14-008	2410	Upper	San Joaquin River Exchange Contractors GSP	San Joaquin River Exchange Contractors			Above MO
14-019	1050	Lower	San Joaquin River Exchange Contractors GSP	San Joaquin River Exchange Contractors			B/w MT and MO
14-020	1027	Lower	San Joaquin River Exchange Contractors GSP	San Joaquin River Exchange Contractors			B/w MT and MO
14-021	1056	Lower	San Joaquin River Exchange Contractors GSP	San Joaquin River Exchange Contractors			At MO
23-001	3199	Upper	San Joaquin River Exchange Contractors GSP	Fresno County			Measurement discontinued as of Apr. '23

## **Funding Opportunities – Updated 7/20/2023**

### **Biologically Integrated Farming Systems (BIOS)**

Projects from this program should demonstrate IPM-based alternative pest management options that focus on economical and efficacious biological and cultural pest management techniques that allow growers to maintain yields and quality. Up to \$1 Million available per project. California Dept. of Pesticide Regulation. Deadline: 7/31/23

### **Natural Communities Conservation Planning Local Assistance Grant Program**

A total of more than \$29 Million for NCCP implementation and NCCP and/or HCP planning and implementation, targeted at highest priority projects. California Dept. of Fish and Wildlife. Deadline: 8/4/23

### **Livestock Enteric Methane Emission Reduction Program**

A total of \$9.5 million in competitive grants to award competitive grant(s) to fund demonstration trials evaluating additives and dietary modifications that have the potential to reduce enteric methane emissions in the dairy and livestock sectors. Maximum award \$2.5 million. Must meet specifications. CA Dept. of Food and Agriculture. Deadline 8/7/23

### **Integrated Climate Adaptation and Resiliency Program's Regional Resilience Planning and Implementation Grant Program**

The Regional Resilience Grant Program (RRGP) funds planning and implementation projects that strengthen climate change resilience at a regional scale. The RRGF funds projects led by partnerships that involve multiple jurisdictions working together to address the most significant climate change risks in their regions, especially in communities that are most vulnerable to climate change impacts. Up to \$3 Million per project, \$9.4 Million total available. Governor's Office of Planning and Research. Deadline: 8/29/23

### **Instream Flow Water Purchase Program**

The Instream Flow Water Purchase Program (WPP) establishes financial instruments and agreements necessary to ensure water for beneficial instream flows are made available from those with legal rights to use or dedicate water. Projects must measurably enhance streamflow at a time and location necessary to provide fisheries or ecosystem benefits or that improve upon existing flow conditions. Minimum qualifications will require applicants to provide at least 2,000 acre-feet of water through sale, lease, license, dedication or other binding mechanism, including forbearance, for purposes of instream flow enhancement between January 1st and June 30th in every water year type in which the water right holder proposes to provide water. These flows must be provided in the Sacramento-San Joaquin Delta Watershed for at least 10 water years (subject to negotiation if only provided in specific water year types). Up to \$360 Million available. Department of Water Resources. Deadline: 10/1/23

### **Regional Climate Collaborative Program (Round 2)**

The Regional Climate Collaborative (RCC) Program provides resources to advance climate change mitigation, adaptation, and resilience within under-resourced communities. The program funds cross-sector partners to form a Collaborative and conduct various capacity building activities, such as partnership development, project and plan development, data collection, education and training, and the creation of technical assistance hubs to pursue climate investments. A total of \$8.5 million available with a maximum award of \$1.75 million. Strategic Growth Council. Deadline: 12/6/23

### Water Resilience Infrastructure-Water Recycling

The purpose of the grant is to provide technical and financial assistance to local agencies for the planning and construction of water recycling projects that promote the beneficial use of treated municipal wastewater in order to augment fresh water supplies in California. Up to \$15 million available per project and a total of more than \$232 Million. State Water Resources Control Board. Deadline: 6/30/25

### Emergency Community Water Assistance Program

This program helps eligible communities prepare, or recover from, an emergency that threatens the availability of safe, reliable drinking water and is targeted at small communities and rural areas (DACs, SDACs, and EDAs). \$150,000 available for leak repair and maintenance to existing water lines and construct water line extensions; up to \$1,000,000 for construction of new wells, transmission lines, treatment plants, or other sources of water. USDA Rural Development. Applications accepted on a continuous basis.

### County-Wide and Regional Funding Program

Funding for regional programs that address drought-related and contamination issues for small water systems and domestic wells serving DACs. No deadline. Funding is from the State Water Board.

### Restoration Grant Program

Multiple funding programs including wetland restoration, wildlife corridors, and addressing climate impacts. Project categories include: planning, implementation, acquisition, monitoring, and scientific studies. Applications accepted on rolling basis. Funding from CA Dept. of Fish and Wildlife.

### Riparian Habitat Conservation Program

The Wildlife Conservation Board is accepting concept proposals for projects that provide meaningful and sustainable improvements to riparian habitats. \$3 Million available on a rolling basis.

### Fertilizer Research and Education Program

Total of \$225,000 available for projects on: improving input management, understanding plant-soil processes, and evaluating loss pathways. They are focused on nutrients in general with nitrogen/nitrates as a particular focus. It is a rolling deadline with funding awarded as projects are approved. CA Dept. of Food and Agriculture.

### Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA) Programs

Applications accepted through the Governor's Office of Emergency Services. BRIC is prioritizing the following types of projects: infrastructure projects, projects that benefit disadvantaged communities as referenced in EO 14008, and projects that incorporate nature-based solutions including those designed to reduce carbon emissions, climate change adaptation and resilience projects. 25% Match required. Applications accepted on a rolling deadline.