

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

Friday, July 7, 2023, 10:00 AM

Santa Nella County Water District, 12931 South Highway 33, Santa Nella, CA

Central DM Region Management Committee Members and Alternates Present

Aaron Barcellos*, Member – Pacheco Water District
Damian Aragona, Member – Widren Water District
Chase Hurley*, Alternate – Pacheco Water District
Lacey McBride*, Member – Merced County
Randy Miles*, Alternate – Eagle Field Water District
Amy Montgomery*, Member – Santa Nella County Water District
Laurie Rouch*, Alternate – Santa Nella County Water District
Augustine Ramirez*, Alternate – Fresno County
Steve Stadler*, Alternate – San Luis Water District (second portion of meeting)
Danny Wade*, Member/Alternate – Fresno Slough Water District/Tranquillity Irrigation District
Wayne Western*, Member – Panoche Water District

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

San Luis & Delta-Mendota Water Authority Representatives Present

John Brodie

Others Present

Joe Hopkins – Provost & Pritchard
Meredith Durant – EKI Environment & Water, Inc. – via Telephone
Natalie Cochran – Woodard & Curran – via Telephone

1. Call to Order/Roll Call

Aaron Barcellos/Pacheco Water District called the meeting to order at 10:00 AM.

2. Opportunity for Public Comment

No public comment was provided.

3. Committee to Review and Take Action on Consent Calendar, Barcellos/Brodie

- a. Minutes for the May 25, 2023 Joint Meeting of the Northern and Central Delta-Mendota Region Management Committees and Central Delta-Mendota GSA
- b. Budget-to-Actual Report (through April 2023)

Augustine Ramirez/Fresno County provided the motion to approve the Consent Calendar and Wayne Western/Panoche Water District seconded. The Central Region Management Committee voted by roll call; the motion was passed unanimously by those present.

4. **GSA to Review and Task Action on Consent Calendar, Barcellos/Montgomery/Brodie**
 - a. Minutes for the April 24, 2023 Meeting
 - b. Quarterly Financial Report
 - c. Quarterly Investment Report

Action recorded in Central GSA minutes.

5. **GSA to Consider Fiscal Year 2023 Audit Report, Montgomery**

Action recorded in Central GSA minutes.

6. **Report of the Central Delta-Mendota Region Representative to the Coordination Committee, Hurley**

Chase Hurley/Pacheco Water District summarized discussions during recent Coordination Committee meetings and meetings between Subbasin representatives and State Water Board staff. During the past several months, EKI has reviewed the water budget, water quality, and land subsidence components of the GSPs. Chase stated that progress has been made. The Water Board staff appear pleased that the Subbasin is considering preparation of a single GSP.

John Brodie noted that the Memorandum of Agreement (MOA) is still being developed and revised.

7. **Review of the Existing Central Delta-Mendota SGMA Services Activity Agreement and Central GSA Joint Power Authority Agreement, Brodie**

John Brodie provided a brief summary of the existing Central Delta-Mendota SGMA Services Activity Agreement and the two Amendments included in the meeting packet. Both John Brodie and Amy Montgomery have accessible copies of the Activity Agreement and Amendments.

John reported that the Northern Delta-Mendota Management Committee intends to meet independently in the future, at a location closer to their service areas and at a more convenient meeting time.

8. **Review of the Existing Central Management Committee Cost Share, Barcellos/Brodie**

John Brodie summarized earlier discussions on this topic at the Northern Management Committee meeting. He noted that a cost allocation summary for SLDWMA Fund 63 (Coordinated) and Fund 65 (Central Region) is available for in-person meeting attendees. Chase Hurley will continue to serve as the Central Region representative to the Coordination Committee. Cost shares for the Coordinated Fund will be allocated equally among members of the Coordination Committee. Within the Central Region and GSA, the intention is that future costs for GSP implementation will be allocated based upon groundwater pumping, and associated metering and fees.

9. **Committee to Consider Central Delta-Mendota Region Representation on Subbasin Coordination Committee Under New Memorandum of Agreement, Brodie**

The Committee members expressed their interest in the Central Region continuing to participate in the Subbasin Coordination Committee. In response to questions, John Brodie stated that the number of future Coordination Committee members, and thus the associated per seat cost-share is not yet known. The MOA may not be adopted until October 2023. Aaron Barcellos inquired whether the Central Region will have an opportunity to revisit this topic, once the number of Coordination Committee members becomes more clear. The Committee

discussed that smaller water districts and municipalities are interested in being included in the SGMA process.

Augustine Ramirez provided the motion for the Central Region Management Committee to direct its representative on the Subbasin Coordination Committee to approve the new MOA and cost-share plan, provided that the Central Region cost-share is no larger than 1/6 of the total. Wayne Western seconded the motion. The motion was passed unanimously by those present.

10. Committee to Consider Directing the Central Delta-Mendota Representative to the Subbasin Coordination Committee to Recommend Approval of a Consultant to Prepare a Single GSP for the Delta-Mendota-Subbasin, and Approve a \$1.5 Million Budget Augmentation to the Coordinated Budget (Fund 63) to Fund Consultant's Work, Brodie

John Brodie reported that based upon information communicated by State Water Board staff, a probationary hearing for the Subbasin is tentatively scheduled for September 2024. The Water Board staff will issue letters to interested parties at least 90 days in advance of the hearing (approximately May 2024). The Subbasin schedule for submitting the revised, single GSP to DWR and the Water Board has not yet been finalized.

John Brodie reminded the Committee of the current reserve of \$300K in the Central Region budget (Fund 65) that had been designated for preparation of the 5-Year Update to the GSP. As it currently stands, the estimated budget, including some identified contingencies, for preparation of a single Subbasin GSP are \$1.5 million, in addition to the \$200 K previously approved. SLDMWA needs to evaluate potential mechanisms for transfer of reserves between the separate Fund accounts. Augustine Ramirez requested careful review and monitoring of the tasks and expenditures relative to the budget during preparation of the Subbasin GSP.

Amy Montgomery provided the motion for the Central Region Management Committee to direct its representative to the Coordination Committee to approve the consultant proposal and approve a \$1.5 Million augmentation to Fund 63. Steve Stadler/San Luis Water District seconded the motion. The motion was passed unanimously by those present.

11. Committee to Discuss 2023 GSP Implementation

- a. **GSP Implementation Tracking Tool Progress, Durant**
- b. **Summer 2023 Water Quality Sampling, Durant**

Meredith Durant/EKI requested that the GSAs collect samples from their representative monitoring wells for analysis of both total dissolved solids and nitrate. This represents a change from the monitoring program proposed in the 2022 Amended GSP, in order to address concerns regarding nitrate expressed by the Department of Water Resources and State Water Board.

12. Committee to Discuss Potential Additional Funding Opportunities

John Brodie noted that a list of Potential Funding Opportunities is included in the meeting materials. There are two new opportunities not listed, which will be discussed at the Coordination Committee meeting on July 10, 2023. One of these opportunities might be applicable to support further development and refinement of the groundwater model, and the other opportunity might be useful for support public outreach activities.

13. Next Steps

- John Brodie will circulate a Doodle poll to identify a schedule for future Committee monthly meetings.

14. Reports Pursuant to Government Code 54954.2(a)(3)

No topics were discussed under this item.

15. Future Meetings

a. Central Region Management Committee

- i. Meeting previously scheduled for July 24, 2023 is CANCELLED
- ii. Joint Northern & Central Management Committee Meeting previously scheduled for July 27, 2023 is CANCELLED
- iii. Future meetings will be monthly, with a schedule established following a Doodle poll

b. Delta-Mendota Subbasin Coordination Committee

- i. Monday, July 10, 2023 at 1:00 PM – Grassland Water District
- ii. Monday, July 24, 2023 at 1:00 PM – SLDMWA
- iii. Monday, August 14, 2023 at 1:00 PM - SLDMWA
- iv. Additional Coordination Committee meetings may be scheduled

c. Technical Meeting with State Water Board Staff to Discuss Progress on Delta-Mendota Response to Inadequate Determination: July 26, 2023

16. ADJOURNMENT

Amy Montgomery adjourned the meeting at 10:54 AM.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
MARCH 1, 2023 - FEBRUARY 29, 2024
SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES AGREEMENT
ACTIVITY AGREEMENTS BUDGET TO ACTUAL
NORTHERN DELTA-MENDOTA REGION (FUND 64)

Report Period 3/1/23 - 6/30/23
SGMA Meeting 08.24.23

EXPENDITURES	Annual Budget	Paid/ Expense	Amount Remaining	% of Amt Remaining	Expenses Through
<u>Legal:</u>					
Baker Manock & Jensen	\$ 25,800	\$ 8,596	\$ 17,204	67%	5/2/23
<u>Other Professional Services:</u>					
Contracts	\$ 419,830	\$ 21,323	\$ 398,507	95%	5/19/23
<u>Other:</u>					
Executive Director	\$ 394	\$ -	\$ 394	100%	
General Counsel	\$ 5,652	\$ -	\$ 5,652	100%	
Water Policy Director	\$ 8,236	\$ 1,001	\$ 7,235	88%	6/30/23
Water Resources Program Manager	\$ 70,200	\$ 15,145	\$ 55,055	78%	6/30/23
Accounting	\$ 2,808	\$ 128	\$ 2,680	95%	6/30/23
Hydrotech 3	\$ 23,712	\$ 5,235	\$ 18,477	78%	6/30/23
License & Continuing Education	\$ 250		\$ 250	100%	
Conferences & Training	\$ 1,250		\$ 1,250	100%	
Travel/Mileage	\$ 2,500	\$ 16	\$ 2,484	99%	6/23/23
Group Meetings	\$ 500		\$ 500	100%	
Telephone	\$ 1,250		\$ 1,250	100%	
Total Expenditures	\$ 562,382	\$ 51,444	\$ 510,938	91%	

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
MARCH 1, 2023 - FEBRUARY 29, 2024
SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES AGREEMENT
ACTIVITY AGREEMENTS BUDGET TO ACTUAL
CENTRAL DELTA-MENDOTA REGION (FUND 65)

Report Period 3/1/23 - 6/30/23

SGMA Meeting 08.24.23

EXPENDITURES	Annual Budget	Paid/ Expense	Amount Remaining	% of Amt Remaining	Expenses Through
<u>Legal:</u>					
Baker Manock & Jensen	\$ 25,800	\$ 11,284	\$ 14,516	56%	5/2/23
<u>Other Professional Services:</u>					
Contracts	\$ 419,830	\$ 20,540	\$ 399,290	95%	5/19/23
<u>Other:</u>					
Executive Director	\$ 394	\$ -	\$ 394	100%	
General Counsel	\$ 5,652	\$ -	\$ 5,652	100%	
Water Policy Director	\$ 8,236	\$ 1,001	\$ 7,235	88%	6/30/23
Water Resources Program Manager	\$ 70,200	\$ 14,555	\$ 55,645	79%	6/30/23
Accounting	\$ 2,808	\$ 128	\$ 2,680	95%	6/30/23
Hydrotech 3.	\$ 23,712	\$ 5,235	\$ 18,477	78%	6/30/23
License & Continuing Education	\$ 250		\$ 250	100%	
Conferences & Training	\$ 1,250		\$ 1,250	100%	
Travel/Mileage	\$ 2,500	\$ 16	\$ 2,484	99%	
Group Meetings	\$ 500		\$ 500	100%	
Telephone	\$ 1,250		\$ 1,250	100%	
Total Expenditures	\$ 562,382	\$ 52,760	\$ 509,622	91%	

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
MARCH 1, 2023 - FEBRUARY 29, 2024
SGMA ACTIVITIES - COORDINATED COST-SHARE AGREEMENT
ACTIVITY AGREEMENTS BUDGET TO ACTUAL
COORDINATED (FUND 63)

Report Period 3/1/23 - 6/30/23
Coordination Meeting 08.14.23

EXPENDITURES	Annual Budget	Paid/ Expense	Amount Remaining	% of Amt Remaining	Expenses Through
<u>Legal:</u>					
Baker Manock & Jensen	\$ 30,960	\$ 17,711	\$ 13,249	43%	
<u>Other Professional Services:</u>					
GSP Implementation Contracts					
Coordinated Annual Reports Activities (Common Chapter, Water Level Contouring)	\$ 146,093	\$ 14,063	\$ 132,030	90%	5/1/23
DMS Hosting, Augmentation and Support	\$ 11,367		\$ 11,367	100%	
Staff Augmentation Support (EKI)	\$ 65,000	\$ 64,715	\$ 285	0%	5/4/23
DAC Outreach and Coordination	\$ 30,000		\$ 30,000	100%	
SGMA Implementation Grant Round 1 SPA (A9)	\$ 75,560	\$ 1,331	\$ 74,229	98%	5/1/23
SGMA Implementation Grant Round 2 SPA (B0)	\$ 75,560		\$ 75,560	100%	
<u>Other:</u>					
Executive Director	\$ 2,364	\$ -	\$ 2,364	100%	
General Counsel	\$ 4,082	\$ 157	\$ 3,925	96%	6/30/23
Water Policy Director	\$ 7,100	\$ 5,526	\$ 1,574	22%	6/30/23
Water Resources Program Manager	\$ 62,400	\$ 24,016	\$ 38,384	62%	6/30/23
Accounting	\$ 2,916	\$ 630	\$ 2,286	78%	6/30/23
License & Continuing Education	\$ 500		\$ 500	100%	
Conferences & Training	\$ 1,000		\$ 1,000	100%	
Travel/Mileage	\$ 2,500		\$ 2,500	100%	
Group Meetings	\$ 1,000		\$ 1,000	100%	
Telephone	\$ 500		\$ 500	100%	
Software	\$ 780		\$ 780	100%	
Equipment and Tools	\$ 5,650		\$ 5,650	100%	
Total Expenditures	\$ 525,332	\$ 128,149	\$ 397,183	76%	

7/26/23 SWRCB Staff/D-M Subbasin Meeting
Summary Notes

They see the coordination slides as progress, and they see movement on a pathway that will address the deficiencies identified by DWR. They are unable to give us anything specific until they see a completed GSP. They are only able to comment generally.

They requested copies of the draft MOA for review.

Question: How will the six existing GSPs be merged into one?

Answer: The subbasin is not converting to six management areas or the like. Subbasin SMCs will be applied basin-wide. Everything is being Coordinated on a basin scale.

Question on Undesirable results: how many wells are in the representative monitoring network (RMN) and how many wells are we talking about at the 25% threshold? This seems like a high number?

The subbasin must tie this 25% number to impacts on beneficial uses and users. Work back quantitatively from undesirable results and describe what those URs are qualitatively. The two (quantitative and qualitative) must correlate to each other.

Staff thought the explanation of the 25% and showing # affected wells in each aquifer was helpful.

How accessible will the well mitigation program be to the people who need it? We can't have a program that just looks good on paper but the affected well owners must have a Ph.D. to apply or understand if they qualify.

Overall they thought the presentation looking at water levels was helpful. They want a series of future meetings on how water levels will affect different undesirable results. Water quality and subsidence were specifically mentioned.

Age of wells on well mitigation slide: SWRCB staff has a definitive concern with that, saying it's interesting but not relevant. Even old wells are subject to action by a GSA. We shouldn't consider it for significant and unreasonable.

What is being dismissed as local vs. basin-wide in groundwater management? What does this mean for the Plan and impacts on the ground.

Explain what significant and unreasonable means at a local/basin level and extrapolate to say why it's significant and unreasonable. Back it up with data and reasoning.

What additional analyses should we do as a subbasin? Lean on the analyses, not what numbers are used in other plans or subbasins. To them, any well going dry is significant and unreasonable. Projects and management actions may be able to affect it.

How will our new RMN represent domestic wells?

For the next meeting, they would like to take a deeper dive into MTs for water levels and how those will affect other sustainability indicators, especially water quality and subsidence.

Chowchilla Subbasin Domestic Well Mitigation Program
Memorandum of Understanding

SIGNED

Chowchilla Water District GSA

**MEMORANDUM OF UNDERSTANDING ESTABLISHING A DOMESTIC WELL MITIGATION
PROGRAM FOR THE CHOWCHILLA SUBBASIN OF THE SAN JOAQUIN VALLEY GROUNDWATER
BASIN**

This Memorandum of Understanding (“MOU”) is entered into this 13th day of July 2022 (the “Effective Date”), by and between the Chowchilla Water District GSA (Chowchilla WD), Madera County GSA – Chowchilla (Madera County), Merced County GSA – Chowchilla (Merced County), and Triangle T Water District GSA (Triangle T WD), collectively hereinafter referred to as the “Parties,” or individually as the “Party.”

RECITALS

- A. **WHEREAS**, groundwater and surface water resources within the Chowchilla Subbasin of the San Joaquin Valley Groundwater Basin (DWR Bulletin 118 No. 5-022.05) (Subbasin) are vitally important resources, in that they provide the foundation to maintain and fulfill current and future environmental, agricultural, domestic, municipal, and industrial needs, and to maintain the economic viability, prosperity, and sustainable management of the Subbasin; and
- B. **WHEREAS**, agriculture has been prominent in making Madera County and Merced County one of the world’s foremost agricultural areas and plays a major role in the economy of both Madera County and Merced County; and
- C. **WHEREAS**, in 2014 the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act, California Water Code § 10720-10737.8 (SGMA), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor on September 16, 2014. and went into effect on January 1, 2015; and
- D. **WHEREAS**, the Subbasin has been designated by the California Department of Water Resources (DWR) as a high-priority subbasin in a condition of critical groundwater overdraft and is subject to the requirements of SGMA; and
- E. **WHEREAS**, SGMA requires that all medium and high priority groundwater basins in California be managed by a Groundwater Sustainability Agency (GSA), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (GSP), or multiple GSPs; and
- F. **WHEREAS**, in accordance with Resolution No. 2016-17, Chowchilla Water District elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and
- G. **WHEREAS**, in accordance with Resolution No. 2017-014, the County of Madera elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and

- H. **WHEREAS**, in accordance with Resolution No. 2017-15, County of Merced elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and
- I. **WHEREAS**, in accordance with Resolution No. 17-7, Triangle T Water District elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and
- J. **WHEREAS**, on January 29, 2020, the Parties submitted a GSP to DWR; and
- K. **WHEREAS**, the Parties agree, and as SGMA allows, a transition to sustainability over the 20-year GSP Implementation Period is in the best overall interest of the Subbasin, although this approach is expected to result in some continued groundwater level declines during the GSP Implementation Period; and
- L. **WHEREAS**, the Parties agree that for the purposes of this MOU, “Domestic Wells” shall be limited to individual private domestic wells.
- M. **WHEREAS**, the Parties agree that as a result of the continued decline in groundwater levels anticipated to occur over the GSP Implementation Period, there may be adverse impacts to some domestic wells in the Subbasin.
- N. **WHEREAS**, the Parties have reviewed and considered the content and recommendations set-forth by Self-Help Enterprises, Leadership Counsel for Justice and Accountability, and the Community Water Center in their publication titled, “Framework for a Drinking Water Well Impact Mitigation Program.”
- O. **NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties agree to mitigate for domestic well impacts resulting from declining groundwater levels that occur from groundwater management activities outlined in the GSP through creation and implementation of a Domestic Well Mitigation Program (Program) as follows:

AGREEMENT

1. **PROPORTIONATE SHARE.** The Parties agree to fund the Program on a proportional basis consistent with that set-forth in Exhibit B. Each Party shall be responsible for its proportionate share of the funding requirements.
2. **FUNDING.** The Parties agree to fund the Program on an annual basis consistent with Section 9 set-forth herein. Estimated expenses through 2032 are set-forth in Exhibit C. Expenses for 2033 through 2040, or as may required until groundwater sustainability is achieved, shall be recommended by the GSP Advisory Committee and approved by the Parties no later than December 31, 2030.

3. **ACCOUNTING.** Annual funding shall be placed in an interest-bearing account managed by one of Parties.
4. **PROGRAM DEVELOPMENT COMMITTEE.** The Parties shall establish a Program Development Committee (Committee) that will oversee Program development consistent with Section 11. The Committee shall include at least one technical staff representative from each of the Parties. Decisions of the Committee shall be made through simple majority of the Committee. The Committee shall cease to exist upon the start date of the Program as set-forth in Section 10.
5. **PROGRAM ORGANIZATIONAL STRUCTURE.** Unless otherwise amended and approved by the Parties, the Program organizational structure shall be as shown in Exhibit D.
6. **BUDGET CYCLE.** The budget cycle of the Program shall be on a calendar year basis.
7. **BUDGET REVIEW.** Not less than once per year, the Parties shall convene a meeting of the GSP Advisory Committee to review Program implementation progress in that year and plan for Program implementation in the subsequent year.
8. **IN-KIND SERVICES.** Each Party is likely to provide in-kind services and subsequently incur in-kind costs as part of continued program development and management. Said costs shall be the responsibility of each Party unless otherwise agreed to by the Parties.
9. **FAILURE TO PAY.** The Parties recognize that any Party's failure to pay its respective share of any Annual Budget or budget increase when due, whether or not that Party's Governing Body approved the Annual Budget or the budget increase, places the Subbasin in jeopardy of being subject to intervention by the State Water Resources Control Board (SWRCB), including being designated on probationary status, and being subject to an interim plan promulgated by the SWRCB. Recognizing the importance of this Program, the parties agree to the following potential actions should any Party fail to pay consistent with this Section 9:
 - a. The Party that fails to pay shall be ineligible to vote on any subject or issue unless such failure is excused by the Committee through formal action and majority approval of the Committee. During any period of time during which a Party is ineligible to vote on a matter by reason of the application of this Section 9, such Party shall not be counted as a Party in determining a quorum, or in determining a "majority" with regard to the approval of any action. In order to restore its eligibility to vote, a Party must be current on all amounts due, including any expenditures approved by the Committee while such Party was ineligible to vote.

- b. Failure to pay shall be explicitly noted in the Annual Report for the Subbasin.
 - c. Within 10 days after such failure to pay, the Parties shall attempt in good faith to resolve the dispute through informal means for a period of 30 days. If the Parties, through informal means, cannot agree upon a resolution of the failure to pay within 30 days, the Parties shall submit the dispute to mediation prior to commencement of legal action. The cost of mediation shall be split equally between the Parties. Upon completion of mediation and if the dispute has not been resolved, any Party may exercise any and all rights to bring a legal action relating to the dispute.
10. **TERM.** The Program shall begin no later than January 1, 2023, shall cover eligible mitigation as of January 31, 2020, and shall continue for the duration of the GSP Implementation Period or until groundwater sustainability is achieved.
11. **PROGRAM ELIGIBILITY AND TERMS AND CONDITIONS.** The Parties agree to develop Program eligibility and terms and conditions for Program implementation as generally defined in Exhibit E. Said eligibility and terms and conditions shall include, but shall not be limited to:
- a. Definitions
 - b. Property eligibility
 - c. Property owner eligibility
 - d. Program application process
 - e. Preferred contractors
 - f. Preliminary inspection process
 - g. Program form development
 - h. Priority
 - i. Eligible mitigation
 - j. Non-eligible mitigation
 - k. Maximum mitigation award
 - l. Recordation of mitigation award
12. **PROGRAM MANAGEMENT.** Program management shall be facilitated by one of the Parties. If one of the Parties doesn't elect to program management duties and through recommendation of the GSP Advisory Committee and approval of the Parties, Program management shall be facilitated through a third party.
13. **ENVIRONMENTAL REVIEW.** The Parties agree to cooperatively complete any environmental review as may be determined necessary for Program implementation. Any costs associated with environmental review shall be per the proportionate share as set-forth in this MOU.

14. **OTHER COSTS.** Any and all other costs not specifically included in this MOU shall be attributed to the Parties per the proportionate share as set-forth in this MOU.

15. **NOTICES.** All notices required or permitted by the MOU shall be made in writing, and may be delivered in person (by hand or by courier) or may be sent regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in this Section 16. The addresses and addressees noted below are the Party's designated address and addressee for deliver or mailing notices.

To Madera County: County of Madera
Stephanie Anagnoson
200 W 4th Street, 4th Floor
Madera, CA 93637

To Chowchilla WD: Chowchilla Water District
Brandon Tomlinson
327 South Chowchilla Blvd.
Chowchilla, CA 93610

To Merced County: County of Merced
Lacey McBride
2222 M Street
Merced, CA 95340

To Triangle T WD: Triangle T Water District
Brad Samuelson
P.O. Box 2657
Los Banos, CA 93635

Any Party may, by written notice to each of the other Parties, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three days after the postmark date. If sent by regular mail, the notice shall be deemed given 48 hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery to the Postal Service or overnight courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed, each signatory hereto represents that he/she has been appropriately authorized to enter into this MOU on behalf of the Party whom he/she signs.

County of Madera

_____ Date

Chowchilla Water District


Brandon Tomlinson

7/13/22

_____ Date

County of Merced

_____ Date

Triangle T Water District

_____ Date

EXHIBIT A

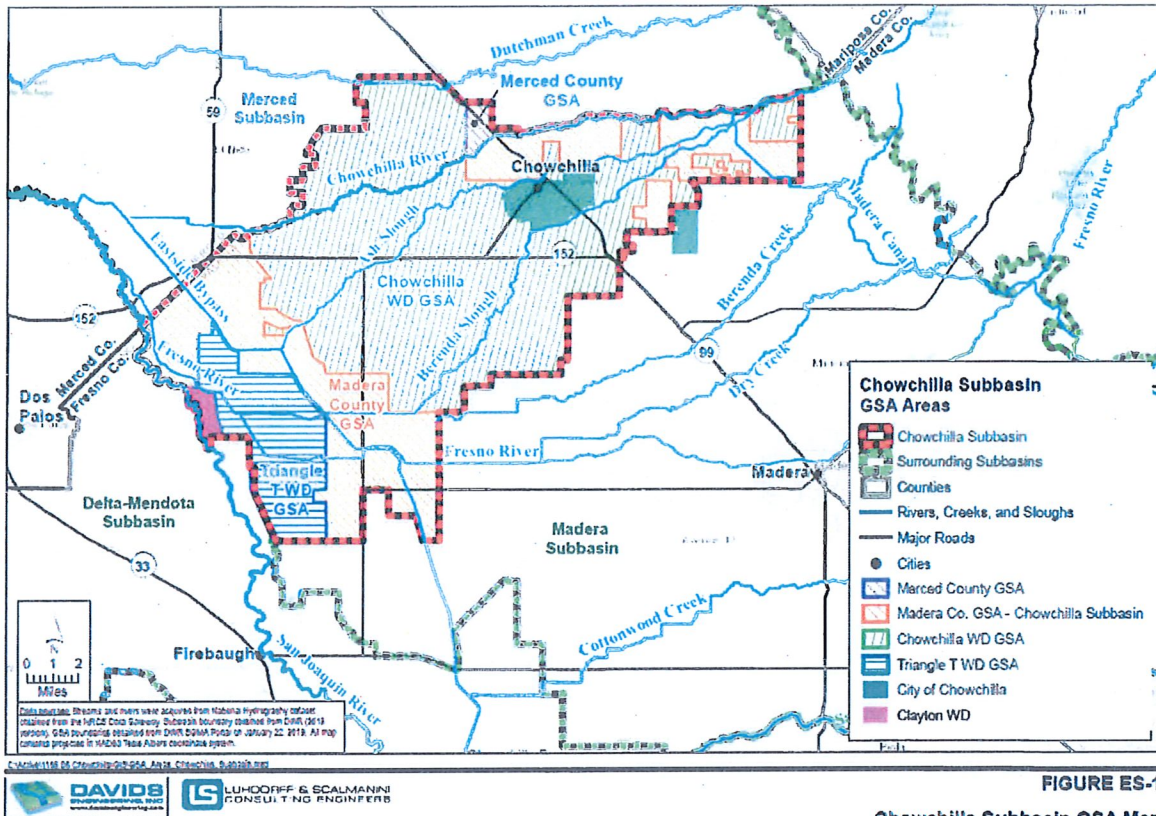


FIGURE ES-1

Chowchilla Subbasin GSA Map

Madera County - Chowchilla Subbasin
SGMA Data Collection and Analysis

EXHIBIT B

GSA	Average Shortage (AF) ¹	Net Recharge (AF) ²	Proportionate Share (%)
Chowchilla WD	22800	-22800	30%
Madera County ³	39700	-39700	53%
Madera County - Sierra Vista MWC ⁴	1800	-1800	2%
Merced County - Sierra Vista MWC ⁴	900	-900	1%
Triangle TWD	10200	-10200	14%
Subbasin Totals =	75400	-75400	100%

Notes:

¹ Average Shortage is defined as groundwater extraction minus total recharge from the SWS (deep percolation and seepage), thus a positive value indicates more water is taken from a subbasin than is recharging from the surface. This is equivalent to the inverse of Net Recharge from SWS as defined in some presentations and documents.

² Net Recharge is defined as total recharge minus groundwater extraction, thus a positive value indicates that more water is recharged from the surface than is taken from the surface.

³ Net Recharge summarized from the Madera County - East and Madera County West subregion water budgets developed for the Chowchilla Subbasin GSP.

⁴ Sierra Vista MWC spans the Merced County GSA - Chowchilla area (1,300 ac) and part of the Madera County GSA - Chowchilla area (2,600 ac). Total Sierra Vista MWC average shortage is 2,700 AF. Using the acreage distribution previously noted, one-third of the average shortage has been assigned to Merced County and two-thirds has been assigned to Madera County. Merced County will bill Sierra Vista MWC for their proportionate share (1%) for lands within Merced County.

EXHIBIT C

GSA ^{1,3}	Description	Proportionate Share ¹	FYE 2023	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030	FYE 2031	FYE 2032
Madera County	Capital Costs	55%	\$ 552,602	\$ 570,285	\$ 588,533	\$ 260,299	\$ 268,629	\$ 277,226	\$ 286,097	\$ 295,252	\$ 4,353	\$ 4,492
	Admin/Operating Costs		\$ 53,251	\$ 54,955	\$ 56,713	\$ 25,083	\$ 25,886	\$ 26,714	\$ 27,569	\$ 28,452	\$ 419	\$ 433
	Total Costs		\$ 605,853	\$ 625,240	\$ 645,246	\$ 285,382	\$ 294,515	\$ 303,940	\$ 313,666	\$ 323,704	\$ 4,772	\$ 4,925
Merced County	Capital Costs	1%	\$ 10,047	\$ 10,369	\$ 10,701	\$ 4,733	\$ 4,884	\$ 5,040	\$ 5,202	\$ 5,368	\$ 79	\$ 82
	Admin/Operating Costs		\$ 1,005	\$ 1,037	\$ 1,070	\$ 473	\$ 488	\$ 504	\$ 520	\$ 537	\$ 8	\$ 8
	Total Costs		\$ 11,052	\$ 11,406	\$ 11,771	\$ 5,206	\$ 5,373	\$ 5,545	\$ 5,722	\$ 5,905	\$ 87	\$ 90
Triangle T WD	Capital Costs	14%	\$ 140,662	\$ 145,163	\$ 149,808	\$ 66,258	\$ 68,378	\$ 70,567	\$ 72,825	\$ 75,155	\$ 1,103	\$ 1,144
	Admin/Operating Costs		\$ 14,066	\$ 14,516	\$ 14,981	\$ 6,626	\$ 6,838	\$ 7,057	\$ 7,282	\$ 7,516	\$ 111	\$ 114
	Total Costs		\$ 154,728	\$ 159,680	\$ 164,789	\$ 72,884	\$ 75,216	\$ 77,623	\$ 80,107	\$ 82,671	\$ 1,219	\$ 1,258
Chowchilla WD	Capital Costs	30%	\$ 301,419	\$ 311,064	\$ 321,018	\$ 141,982	\$ 146,525	\$ 151,214	\$ 156,053	\$ 161,047	\$ 2,375	\$ 2,450
	Admin/Operating Costs		\$ 30,142	\$ 31,106	\$ 32,102	\$ 14,198	\$ 14,653	\$ 15,121	\$ 15,605	\$ 16,105	\$ 237	\$ 245
	Total Costs		\$ 331,561	\$ 342,171	\$ 353,120	\$ 156,180	\$ 161,178	\$ 166,336	\$ 171,658	\$ 177,151	\$ 2,612	\$ 2,695
	% Responsibility	100%										
	Total Capital Costs		\$ 1,004,730	\$ 1,036,881	\$ 1,070,060	\$ 473,272	\$ 488,417	\$ 504,047	\$ 520,175	\$ 536,823	\$ 7,915	\$ 8,168
	Total Admin/Operating Costs		\$ 98,464	\$ 101,615	\$ 104,866	\$ 46,380	\$ 47,665	\$ 49,396	\$ 50,977	\$ 52,609	\$ 775	\$ 801
	Total Costs		\$ 1,103,194	\$ 1,138,496	\$ 1,174,926	\$ 519,652	\$ 536,282	\$ 553,443	\$ 571,152	\$ 589,432	\$ 8,690	\$ 8,968

Notes:

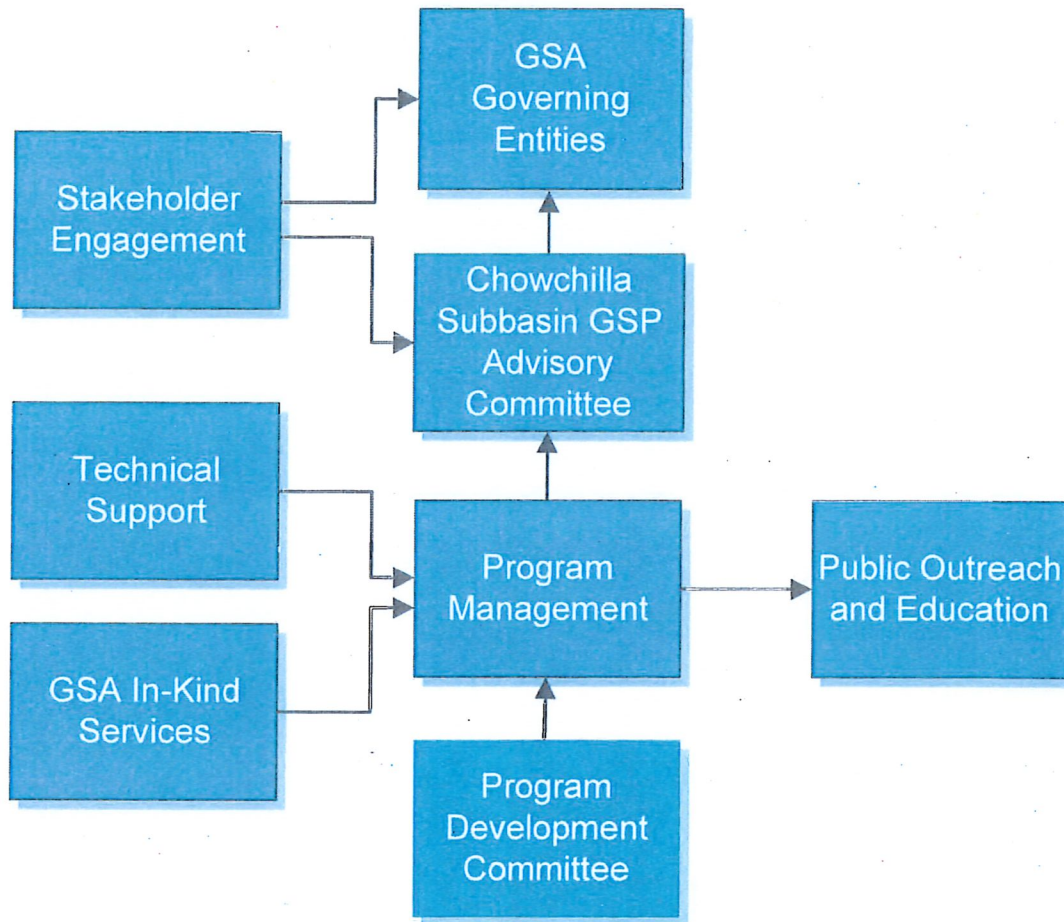
¹ Proportionate share is as determined in a spreadsheet prepared by Davids Engineering titled Chowchilla_Historical_Projected_Water_Budget_Shortage dated May 21, 2021.

² Merced County, Triangle T WD, and Chowchilla WD GSA costs have been scaled from the Madera County GSA costs.

³ Sierra Vista MWC spans the Merced County GSA - Chowchilla area (1,300 ac) and part of the Madera County GSA - Chowchilla area (2,600 ac). Total Sierra Vista MWC average shortage is 2,700 AF. Using the acreage distribution previously noted, one-third of the average shortage has been assigned to Merced County and two-thirds has been assigned to Madera County. Merced County will bill Sierra Vista MWC for their proportionate share (1%) for lands within Merced County.

Exhibit D
Chowchilla Subbasin – Domestic Well Mitigation Program
Organizational Structure

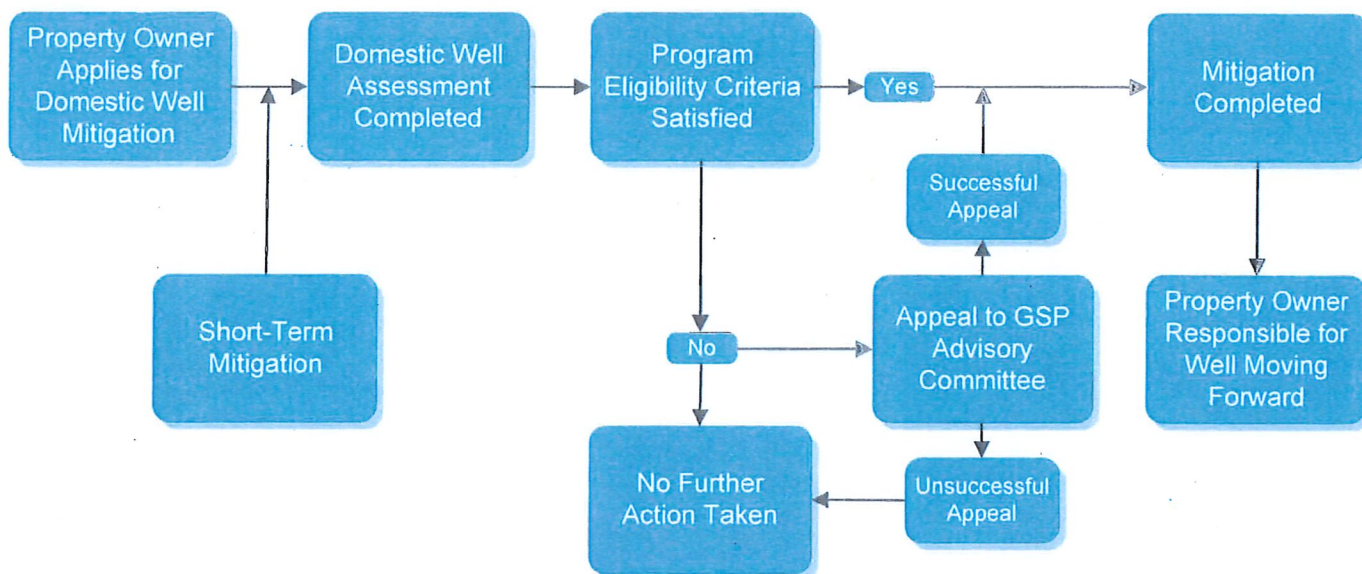
June 6, 2022



Notes:

1. That shown herein is subject to revision by the Parties.
2. Public Outreach and Engagement is a necessary component as outlined by Self-Help Enterprises, Leadership Counsel for Justice and Accountability, and the Community Water Center in their publication titled, "Framework for a Drinking Water Well Impact Mitigation Program."
3. The Chowchilla Subbasin GSP Advisory Committee is as defined and established under Section 3 of the Memorandum of Understanding with Respect to the Coordination, Cooperation and Cost Sharing in the Implementation of Chowchilla Subbasin Groundwater Sustainability Plan entered into by the Parties on December 17, 2019.

Exhibit E
 Chowchilla Subbasin – Domestic Well Mitigation Program
 Implementation Flowchart
 June 6, 2022



Notes:

1. Steps shown herein are intended to demonstrate critical decision points and is not intended to be indicative of all steps that may be required.
2. That shown herein is subject to revision by the Parties.
3. The GSAs have reviewed and considered the content and recommendation set-for by Self-Help Enterprises, Leadership Counsel for Justice and Accountability, and the Community Water Center in their publication titled, "Framework for a Drinking Water Well Impact Mitigation Program."

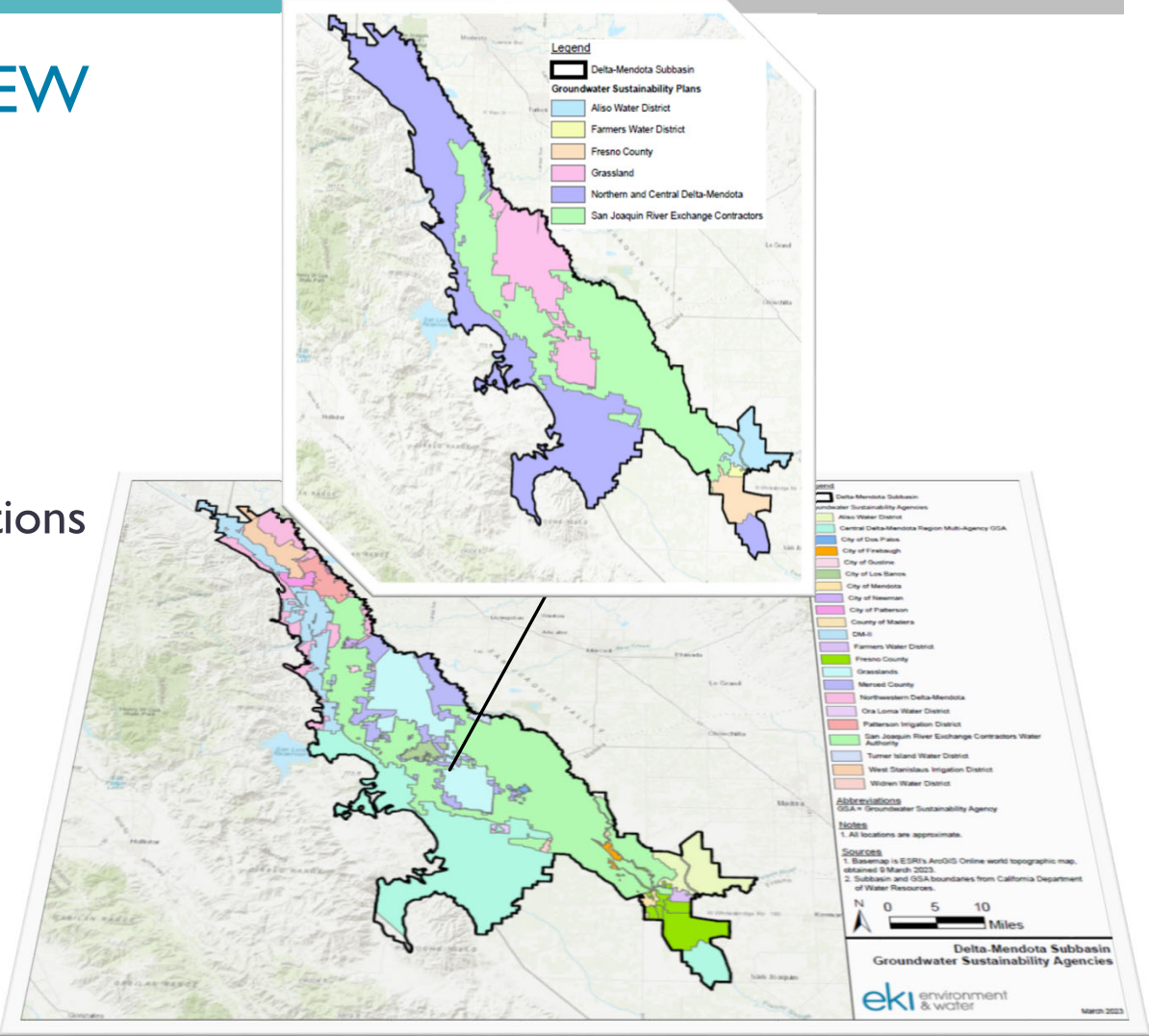
DELTA-MENDOTA SUBBASIN RESPONSE TO INADEQUATE DETERMINATION

14 AUGUST 2023
CC/TWG MEETING



PRESENTATION OVERVIEW

- Request for Information #1
- Monitoring Network Considerations
- 3-Month Look Ahead



REQUEST FOR INFORMATION #1

- GSP Document Materials
 - Electronic files of text, tables, figures and GIS map packages for 2022 GSPs and Common Chapter
 - *Annual Report files/back up*
 - Local model files
- Identification of Revised Monitoring Network
 - Well information
 - Historical water level and water quality data
 - Identification of wells to be removed from the RMN
- Due date: **September 8, 2023**; *Sharefile links sent in March 2023*

GSP REGULATIONS 23 CCR § 354.34 § 354.38

- § 354.34 (a) Each Agency shall develop a monitoring network capable of collecting sufficient data to demonstrate short-term, seasonal, and long-term trends in groundwater and related surface conditions, and yield representative information about groundwater conditions as necessary to evaluate Plan implementation.

- § 354.38 (e) Each Agency shall adjust the monitoring frequency and density of monitoring sites to provide an adequate level of detail about site-specific surface water and groundwater conditions and to assess the effectiveness of management actions under circumstances that include the following:
 - (1) Minimum threshold exceedances.
 - (2) Highly variable spatial or temporal conditions.
 - (3) Adverse impacts to beneficial uses and users of groundwater.
 - (4) The potential to adversely affect the ability of an adjacent basin to implement its Plan or impede achievement of sustainability goals in an adjacent basin.

MEMORANDUM OF UNDERSTANDING

- Revisions to Subbasin-wide Representative Monitoring Network (RMN) is captured in the Draft MOA

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:

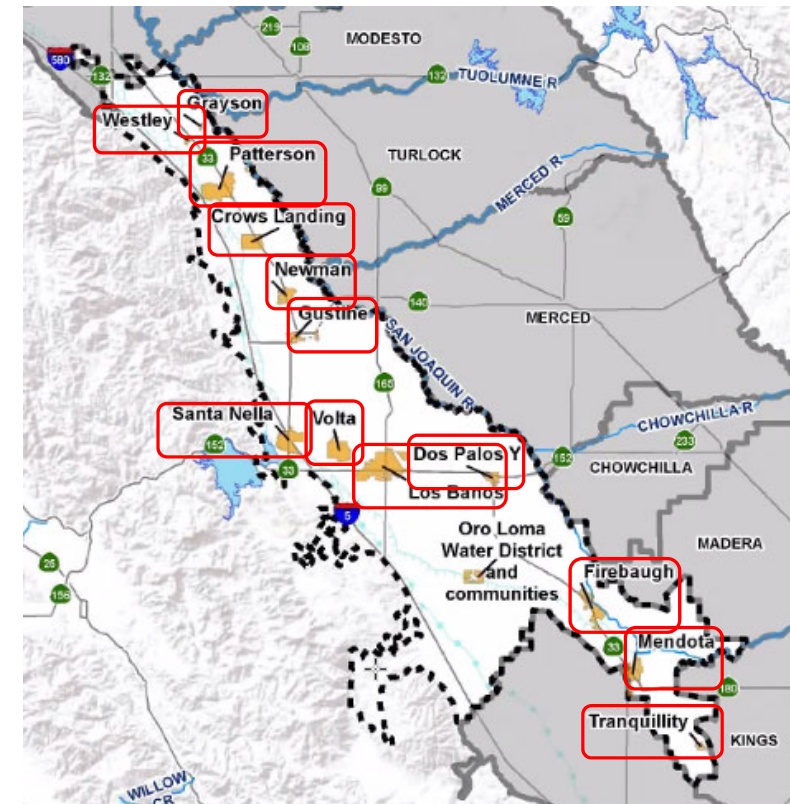
- Maintaining the representative **monitoring** network within its boundary;
- Filling data gaps in its GSA on a defined schedule;
- Collecting data per the approved Subbasin-wide **monitoring** protocol;
- Considering developing and maintaining a supplementary network for collecting data in excess of 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
- Each GSA shall have a minimum of one **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 to the **monitoring** network to ensure:

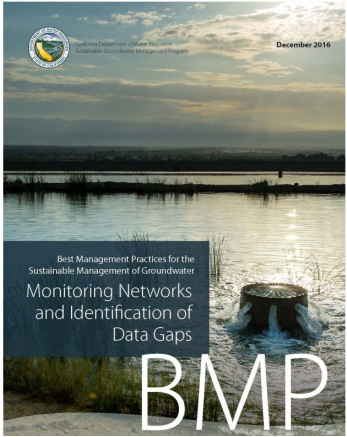
- There is a proper spatial and temporal coverage to inform a groundwater model;
- The level of **monitoring** is commensurate with the use in an area (e.g., limited **monitoring** well(s) in areas that do not pump or higher density of survey benchmarks in areas that have numerous deep wells); and
- 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.

DESIGN PRINCIPLES FOR REVISED MONITORING NETWORKS

1. Each GSA will have a **minimum** of one Representative Monitoring Well (RMW) per aquifer where pumping occurs within its boundaries.
2. Incorporate wells from existing public water systems (PWS), where data are already being collected and drinking water beneficial uses are present.
3. Additional RMWs identified to address monitoring network gaps in Subbasin or achieve necessary data densities.
4. Avoid or screen out areas where degraded conditions already exist and where drinking water beneficial uses are not present. (e.g., COC concentrations $> 3x$ MCL)



CURRENT RMS-WATER LEVEL DENSITY

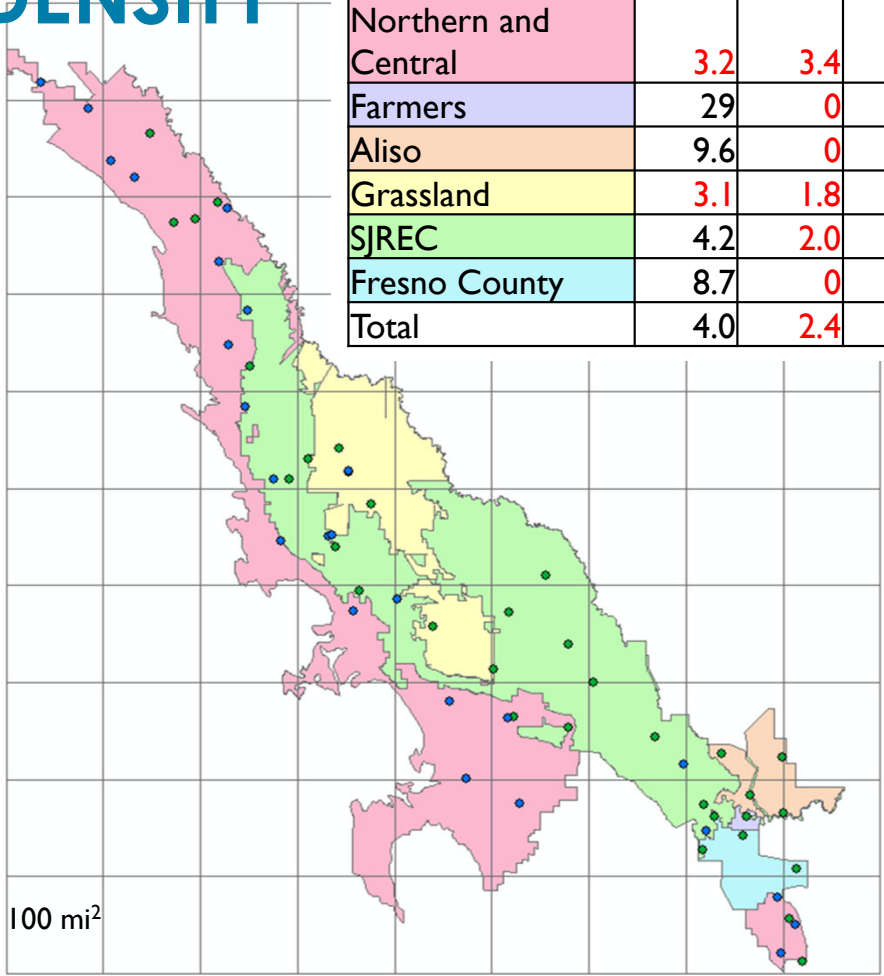


Delta-Mendota pumps
~37,000 AFY/ 100 mi²

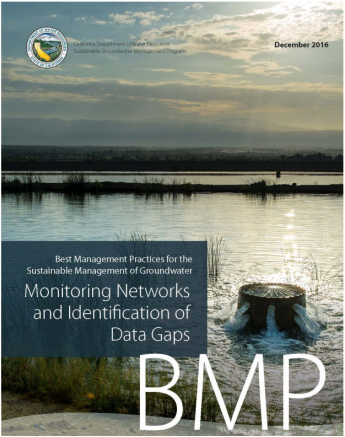
Reference	Monitoring Well Density (wells per 100 miles ²)
Heath (1976)	0.2 - 10
Sophocleous (1983)	6.3
Hopkins (1984) Basins pumping more than 10,000 acre-feet/year per 100 miles ²	4.0
Basins pumping between 1,000 and 10,000 acre-feet/year per 100 miles ²	2.0
Basins pumping between 250 and 1,000 acre-feet/year per 100 miles ²	1.0
Basins pumping between 100 and 250 acre-feet/year per 100 miles ²	0.7

Wells per 100 mi²

	Upper	Lower	Total
Northern and Central	3.2	3.4	6.7
Farmers	29	0	29
Aliso	9.6	0	10
Grassland	3.1	1.8	4.9
SJREC	4.2	2.0	6.1
Fresno County	8.7	0	9
Total	4.0	2.4	6.4



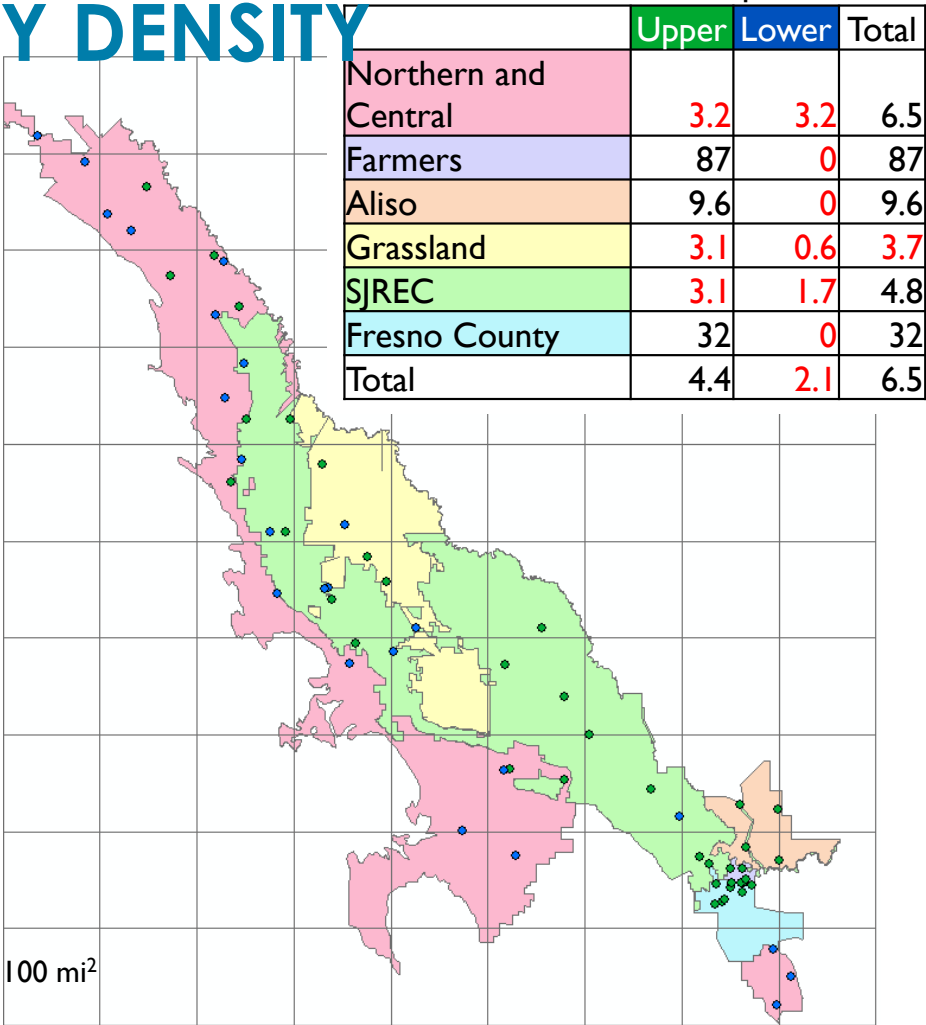
CURRENT RMS-WATER QUALITY DENSITY



Delta-Mendota pumps
~37,000 AFY/ 100 mi²

Reference	Monitoring Well Density (wells per 100 miles ²)
Heath (1976)	0.2 - 10
Sophocleous (1983)	6.3
Hopkins (1984)	4.0
Basins pumping more than 10,000 acre-feet/year per 100 miles ²	
Basins pumping between 1,000 and 10,000 acre-feet/year per 100 miles ²	2.0
Basins pumping between 250 and 1,000 acre-feet/year per 100 miles ²	1.0
Basins pumping between 100 and 250 acre-feet/year per 100 miles ²	0.7

Wells per 100 mi²



THREE-MONTH LOOK AHEAD

- August 2023
 - Issue RFI #1 8/8/2023 – RMN and GSP contents
 - Issue RFI #2 8/28/2023 – Projects & Management Actions & Basis for Model Refinements
- September 2023
 - SWRCB Meeting 9/13/2023
 - RFI #1 responses due 9/8/23
 - RFI #2 responses due 9/30/23
- October / November 2023
 - SWRCB Meeting 10/11/2013
 - Draft Introduction and Plan Area chapters provided for GSA review
 - MOA adoption



QUESTIONS



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

THIS MEMORANDUM OF AGREEMENT (this “MOA”) is entered into and shall be effective as of the date of full execution below and effective this 1st day of November, 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 if possible; 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~~ shall continue to work 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 [in accordance with Section 4.6\(b\). Participation Percentage financial contributions shall be treated in accordance with the provisions of Article III.](#)

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 Fiscal Management by SLDMWA and Reimbursement of SLDMWA. [SLDMWA will provide necessary financial and administrative support services contemplated by this Agreement, including, but not limited to: holding financial contributions made in accordance with the Participation Percentages, accounting for funds held by SLDMWA, quarterly reports to Coordination Committee members concerning funds held, and disbursing said funds for authorized purposes.](#)

(a) [Members shall make Participation Percentage contributions required under this Agreement directly to SLDMWA.](#)

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(b) SLDMWA shall maintain a strict accountability of all funds contributed pursuant to this Agreement. SLDMWA shall establish and maintain such accounts to provide for segregation of funds as may be required by good accounting practice. The books and records of SLDMWA pertaining to funds held and expended pursuant to this Agreement shall be open to inspection at reasonable times by any entity that has made a contribution. SLDMWA shall provide an unaudited written report of all financial activities for each fiscal year to each entity that has made a contribution during that fiscal year within 60 days after the close of each fiscal year.

(c) SLDMWA shall be authorized to expend funds upon authorization of the Coordination Committee, as provided for under this Agreement.

(d) Upon mutual agreement of SLDMWA and each entity obligated to contribute funds pursuant to the Participation Percentages, the parties may execute a further agreement concerning fiscal responsibilities not inconsistent with the terms described herein.

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~~3.2 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 perform the functions set forth in this Section 4 in accordance with the voting procedures and requirements set forth herein. ~~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 each~~ GSA with the Subbasins 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 [for Subbasin-wide Activities](#);
 - (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 If and when required pursuant to Exhibit “D” each Party to this Agreement shall participate in the procedures discussed therein without regard to whether the Party is represented by another entity on the Coordination Committee.

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~~10.2~~ 10.3 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.

Dated: _____ **ALISO WATER DISTRICT**

Print Name: _____
Print Title: _____

Dated: _____ **CENTRAL DELTA-MENDOTA GSA**

Print Name: _____
Print Title: _____

Dated: _____ **CITY OF DOS PALOS GSA**

DRAFT

8/13/23

Print Name: _____
Print Title: _____

Dated: _____ **CITY OF FIREBAUGH GSA**

Print Name: _____
Print Title: _____

Dated: _____ **CITY OF GUSTINE GSA**

Print Name: _____
Print Title: _____

Dated: _____ **CITY OF LOS BANOS GSA**

Print Name: _____
Print Title: _____

Dated: _____ **CITY OF MENDOTA GSA**

Print Name: _____
Print Title: _____

Dated: _____ **CITY OF NEWMAN GSA**

Print Name: _____
Print Title: _____

Dated: _____ **CITY OF PATTERSON GSA**

Print Name: _____
Print Title: _____

Dated: _____ **COUNTY OF MADERA-3 GSA**

Print Name: _____
Print Title: _____

DRAFT

8/13/23

Dated: _____ **COUNTY OF MERCED DELTA-MENDOTA
GSA**

Print Name: _____
Print Title: _____

Dated: _____ **DM II GSA**

Print Name: _____
Print Title: _____

Dated: _____ **FARMERS WATER DISTRICT GSA**

Print Name: _____
Print Title: _____

Dated: _____ **FRESNO COUNTY MANAGEMENT AREA A
AND B GSAS**

Print Name: _____
Print Title: _____

Dated: _____ **GRASSLAND GSA**

Print Name: _____
Print Title: _____

Dated: _____ **NORTHWESTERN DELTA-MENDOTA GSA**

Print Name: _____
Print Title: _____

Dated: _____ **OAK FLAT WATER DISTRICT GSA**

Print Name: _____
Print Title: _____

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8/13/23

Dated: _____ **ORO LOMA WATER DISTRICT GSA**

Print Name: _____
Print Title: _____

Dated: _____ **PATTERSON IRRIGATION DISTRICT GSA**

Print Name: _____
Print Title: _____

Dated: _____ **SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS GSA**

Print Name: _____
Print Title: _____

Dated: _____ **TURNER ISLAND WATER DISTRICT-2 GSA**

Print Name: _____
Print Title: _____

Dated: _____ **WEST STANISLAUS IRRIGATION DISTRICT
GSA 1**

Print Name: _____
Print Title: _____

Dated: _____ **WIDREN WATER DISTRICT GSA**

Print Name: _____
Print Title: _____

EXECUTING NOT AS A PARTY:

Dated: _____ **SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY**

DRAFT

8/13/23

Print Name: _____
Print Title: _____

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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

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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

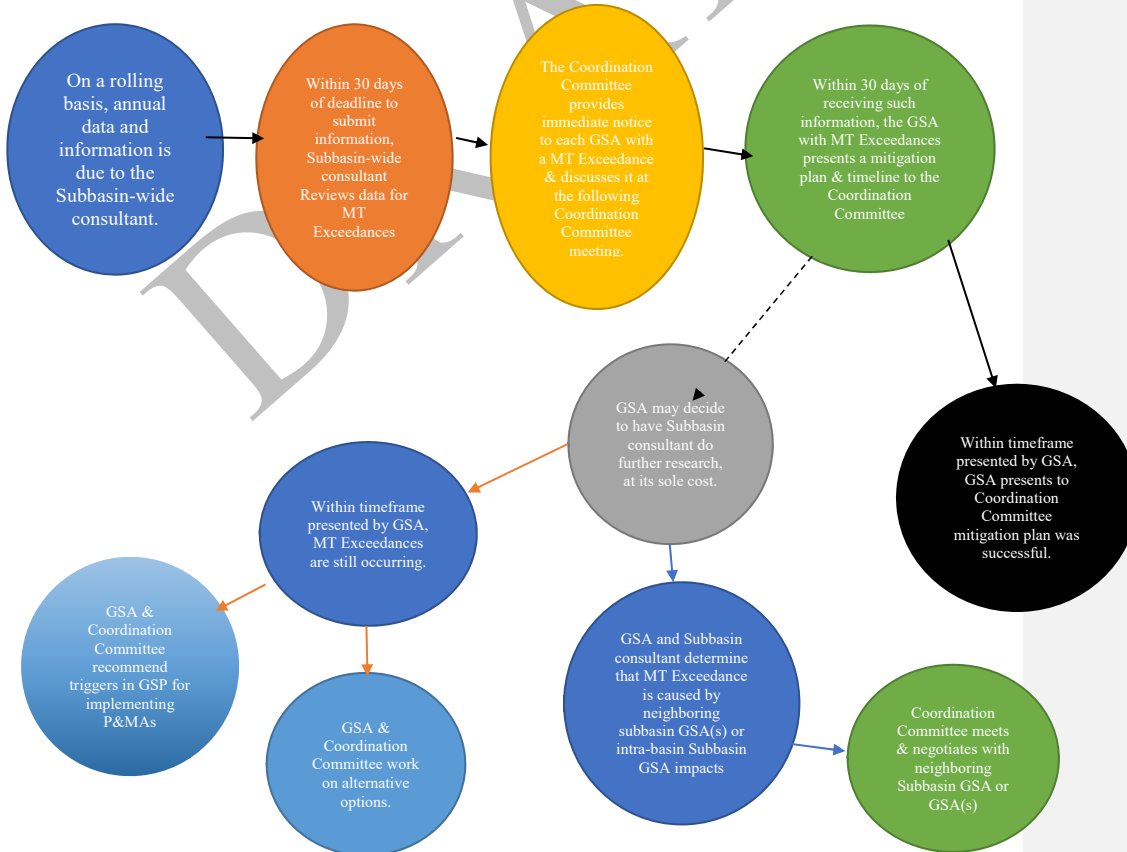
The Groundwater Sustainability Agencies (“GSAs”) in the Delta-Mendota Subbasin (the “Subbasin”) acknowledge that the Sustainable Groundwater Management Act (“SGMA”) has a long-term horizon to achieve sustainability and that management of the Subbasin will require an iterative process on the part of the 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 [by the Subbasin-wide consultant](#) 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.



Cost Share Proposal

Prepared by Farmers Water District

Revised 8/21/2023

Current Cost Share Agreement Assumptions:

Each GSP - GSP Group shares 1/6 of the **coordinated costs** of the Subbabsin.

Each GSP - GSP Group to develop their individual GSP at their expense.

Development of a single GSP has not been deemed a coordinated cost.

The \$200,000 initial EKI budget to be shared on a 1/6 basis.

Single GSP Development Recommendation:

First Choice - Jarrett 1/7

Future Cost Share Recommendations:

This proposal is specifically a cost share for the development of the Single GSP.

Each GSP - GSP Group future Coordinated cost to be a % of the coordinated costs determined by the number Coordination Committee seats.

	A	B	C	D	E
1					
2		GSA Group Area			
3		GSA Group	Acres	Square Miles	Percent
4		North Group	152,140	238	19.95%
5		Central Group	163,787	256	21.48%
6		Grassland	104,137	162	13.66%
7		SJREC	291,069	455	38.17%
8		Aliso	26,636	42	3.49%
9		Fresno County	22,519	35	2.95%
10		Farmers	2,214	4	0.29%
11		Total	762,502	1,192	100.00%
12					
13		Single GSP Budget: \$1,401,052			
14		Northern Mgt. Committee:		\$ 238,179.00	
15		Central Mgt. Committee:		\$ 238,179.00	
16		Grassland GSA:		\$ 224,168.00	
17		SJ River Exchange Contractors GSA:		\$ 238,179.00	
18		Aliso GSA:		\$ 182,137.00	
19		Fresno County:		\$ 140,105.00	
20		Farmers WD GSA:		\$ 140,105.00	
21				\$ 1,401,052.00	
22		1/6 Equal Share:	\$233,509		
23		1/7 Equal Share	\$200,150		

Technical Working Group Members
(As Identified in Delta-Mendota Subbasin SGMA Governance Structure October 2019)

Patterson Irrigation District*
D-M II GSA
Northwestern GSA*
Central Delta-Mendota GSA*
Oro Loma GSA
SJREC*
Turner Island Water District
Fresno County*
Merced County*
Grassland GSA*
Farmers Water District*
Aliso Water District*

Designated Ad Hoc Technical Working Group
Named at 8/14/23 Coordination Committee Meeting

Jarrett Martin* – San Joaquin River Exchange Contractors/Central California Irrigation District
Joe Hopkins* – Aliso Water District/Provost & Pritchard
Will Halligan* – Farmers Water District/ Fresno County/LSCE
Leslie Dumas – (Proposed) Northern and Central Committees/Woodard & Curran
Rick Iger – Grassland Water District and Aliso Water District/Provost & Pritchard
Anona Dutton – EKI/Principle Subbasin Consultant

*Denotes Voting Member/Alternate Representation on the Coordination Committee and Potential
Brown Act Noticing for TWG Meetings

deltamendota.org Changes and Updates Needed
8/22/23

Under Learn More → Overview

- Fix hot links under “Delta-Mendota Subbasin” and “Quick facts”
- Under “Groundwater Management Plan”: either remove or update text
- Under “Sustainable Groundwater Management Act”: update text and update the timeline.
- Under “Additional Information”: remove link for “CASEGEM”; fix/remove links for: Program guide for the D-M subbasin, SGMA definitions, and SGMA BMPs, and rename CA DWR SGMA site to CA DWR SGMA Portal.

Do we want to replace links to six GSP groups with a straight naming of Coordination Committee members?

Under Get Involved → Overview

For Public involvement in D-M Subbasin, fix hot links for: Communications Plan, Meetings Page, and Local GSA Reps.

Under Get Involved → Meetings

- Fix technical working group language
- Meeting Materials, Coordination Committee: Add agendas from March 2021 →
- Meeting Materials, TWG: Add agendas from February 2021 →
- Meeting Materials, Joint Northern/Central: agendas from March 2021 →
- Add Meeting Materials for Northern Management Committee and Central Management Committee as of June 2023

Under Resources → Informational Materials

- Remove 2018 & 2019 Workshop Materials (English and Spanish)
- Remove 2017 SGMA Program Guide
- Remove SGMA 101 Flyer (old meeting dates)
- Update Quarterly Newsletter
- General FAQs: Edit last answer
- GSA FAQs: remove “When” question and edits “Costs” answer
- GSP FAQs: Update when answer, remove any reference to multiple GSPs

Under Resources → Additional Information

- Update links/documents for SGMA definitions and BMPs

Under Resources → Regional Groundwater Management

- Update link to Fresno County

Table 1: Northern & Central Delta-Mendota GSP Implementation Commitments - in Text of Groundwater Sustainability Plan

Task	Activity	Related	GSP Deadline	GSP Reference ^(a)	Status as Reported in WY2022 Annual Report	Comments	Status of Activities ^(b)
1	Update/refine monitoring network as new wells are constructed and well construction information is obtained						
1a	Well Census and Inventory project	--	2025	--	Completed in February 2022	Reconciliation of Well Census and Inventory information with update to SGMA monitoring network remains to be done.	Additional changes to NCDM representative monitoring network (RMN) will be necessary because additional wells were removed from the RMN.
1b	Video log 14 wells that are missing well construction information	--	2025	NCDM GSP Section 7.2.5.1.6	N/A	Identified as an optional task in Well Census and Inventory project scope but not performed.	--
1c	Determine if video-logged wells are appropriate to add to the [SGMA] monitoring network	1a	2025	CC Section 4.2.8; NCDM GSP Sections 5.3.8 and 7.2.5.1.6	N/A	--	--
2	Establish ISW SMC as a rate or volume of surface water depletions						
2a	Install five additional ICSW monitoring wells adjacent to the San Joaquin River	--	2025	CC Section 4.2.8; NCDM GSP Section 5.3.8	N/A	\$929,400 awarded to Subbasin in SGMA Round 1 Implementation Grant for data gap filling efforts, including installation of at least one (1) and up to four (4) ICSW monitoring wells in the NCDM region.	SGMA Round 1 Funding Agreement executed with DWR on 10/7/22. ISW network design in progress. Funding for additional ISW wells in NCDM was included in SGMA Round 2 Grant Application (not successful).
2b	Collect and analyze data from ICSW monitoring wells	2a	2030	CC Section 4.2.8; NCDM GSP Section 5.3.8	N/A	Limited data collection and analysis to date.	--
3	GDE mapping						
3a	Analyze locations of potential GDEs using recent groundwater elevation/depth contour mapping	--	2025	CC Section 4.2.8; NCDM GSP Section 5.3.8	N/A	Limited/no data collection and analysis to date.	--
4	Re-evaluate land subsidence SMC considering new data and studies						
4a	Collect and analyze subsidence data from 2020-2025 and identify where there are spatial data gaps	--	2025	CC Section 4.2.8	Ongoing, data collected WY2020 and 2021	Completed <i>Conceptual Master Plan for Subsidence Monitoring and Management for the Delta-Mendota Subbasin</i> in June 2022. Some GSAs (PID, WSID) have been collecting local data.	Two NCDM GSAs performed subsidence monitoring at end of 2022. DWR performed survey along Aqueduct and CVP in Feb. 2023. USBR survey planned for Dec. 2023.
4b	Work with USBR to revise CVHM2 model to simulate interactions between groundwater extractions and land subsidence	--	2025	CC Section 5.4.4	N/A	Intermittent coordination meetings have occurred between SLDMWA, GSAs, and USBR.	Reviewed groundwater model with USBR & USGS in December 2022 and March 2023. Model likely not available for formal release until later in 2023. With input from Subbasin GSAs, EKI currently using the model to evaluate Subbasin water budget.
4c	Determine portion of subsidence caused by groundwater extraction within and outside the Subbasin at each RMS	4a, 4b	2025	NCDM GSP Section 6.3.5.3	N/A	\$929,400 awarded to Subbasin in SGMA Round 1 Implementation Grant for portion of data gap filling efforts, including subsidence monitoring.	SGMA Round 1 Funding Agreement executed with DWR on 10/7/22. Consultant RFP for subsidence monitoring in progress.
4d	Review and revise HCM to incorporate new subsidence data, including AEM survey and results from the subsidence study	4a, 4c	2025	CC Section 5.4.4; NCDM GSP Section 6.3.5.3	N/A	Limited/no analysis to date.	Review of recent subsidence data in progress through revision of SMCs in reponse to DWR Inadequate Determination.
4e	Assess allowable land subsidence on a Subbasin and localized basis	4a, 4c, 4d	2025	CC Section 5.4.4; NCDM GSP Section 6.3.5.3	N/A	Limited/no analysis to date.	Review of recent subsidence data in progress through revision of SMCs in reponse to DWR Inadequate Determination.
4f	Conduct an updated subsidence DMC Conveyance Capacity Analysis	--	2025	NCDM GSP Section 5.3.8	N/A	SLDMWA led effort. SLDMWA noted that work has been done to create a model in HEC-RAS and an EIR for Subsidence Correction Project is expected to be complete mid-2023.	--

Table 1: Northern & Central Delta-Mendota GSP Implementation Commitments - in Text of Groundwater Sustainability Plan

Task	Activity	Related	GSP Deadline	GSP Reference ^(a)	Status as Reported in WY2022 Annual Report	Comments	Status of Activities ^(b)
5	Refine/update water budget and sustainable yield estimates						
5a	Establish additional CIMIS and/or other weather stations to define spatial variability of precipitation and evapotranspiration	--	2025	NCDM GSP Section 5.3.8	N/A	Limited/no analysis to date.	--
5b	Reconciliation of water budget nomenclature in individual GSPs with terminology used in the Common Chapter	--	2025	CC Section 4.3.1	N/A	Limited/no analysis to date.	Improvements to Subbasin water budgets in progress through Response to DWR Inadequate Determination.
5c	Improve estimated allocation of groundwater extraction between two aquifers (based on well construction information and inventory projects completed by GSAs in 2022)	1a, 1b	2025	CC Section 4.3.1	N/A	Limited/no analysis to date. Reconciliation of Well Census and Inventory information with update to pumping estimates remains to be done. Some GSAs have initiated efforts to register wells and require metering/water use reporting, but incomplete records to date.	--
5d	Improve storage estimates of each aquifer using data collected from 2020-2025	--	2025	CC Section 4.3.1	N/A	Limited/no analysis to date.	Improvements to storage estimates in each aquifer in progress using model in Response to DWR Inadequate Determination.
6	Update Sustainable Management Criteria						
6a	Develop short-term (acute) thresholds for Chronic Lowering of Groundwater Levels	--	2025	CC Section 5.4.1; NCDM GSP Section 6.3.1.2	N/A	Limited/no analysis to date.	Revision of Subbasin SMCs in progress through Response to DWR Inadequate Determination.

Abbreviations:

- | | |
|---|---|
| AEM = Airborne Electromagnetic | N/A = Not Applicable |
| CC = Common Chapter | NCDM = Northern & Central Delta-Mendota |
| CIMIS = California Irrigation Management Information System | PID = Patterson Irrigation District |
| CVHM2 = Central Valley Hydrologic Model, Version 2 | RMS = Representative Monitoring Site |
| DMC = Delta-Mendota Canal | SGM = Sustainable Groundwater Management |
| EIR = Environmental Impact Report | SGMA = Sustainable Groundwater Management Act |
| GDE = Groundwater Dependent Ecosystem | SLDMWA = San Luis and Delta-Mendota Water Authority |
| GSA = Groundwater Sustainability Agency | SMC = Sustainable Management Criteria |
| GSP = Groundwater Sustainability Plan | USBR = United States Bureau of Reclamation |
| HCM = Hydraulic Conceptual Model | WSID = West Stanislaus Irrigation District |
| ICSW = Interconnected Surface Water | WY = Water Year |

Notes:

- (a) Commitments identified in this table were made in either the 2022 Amended NCDM GSP or the Common Chapter for the Delta-Mendota Subbasin GSPs.
- (b) Based upon information communicated by GSAs.
- (c) A yellow highlighted row indicates that the activity was not included in the 2020 GSP submittal and was added during the 2022 GSP revision process.

Table 2: Northern & Central Delta-Mendota GSP Implementation Commitments - Projects

Tier ^(a)	Project ^(b)	Project Proponent	Implementation Start Date	Estimated Cost	Status as Reported in WY2022 Annual Report ^(c)	Comments ^(d)	Status of Activities ^(e)
1	Los Banos Creek Recharge and Recovery Project	San Luis Water District	February 2020	\$9,116,374	Preliminary design completed in 2018; additional steps pending funding for CEQA, design, and construction.	\$1,000,000 awarded in SGMA Round 1 Implementation Grant.	SGMA Round 1 Funding Agreement executed with DWR on 10/7/22. Permitting and design in progress.
1	Orestimba Creek Recharge and Recovery Project	Del Puerto Water District	February 2020	\$7,923,450	CEQA/NEPA complete; design anticipated complete in early 2023; construction anticipated to begin in early 2023.	--	Design is complete. Construction anticipated complete in winter 2023.
1	North Valley Regional Recycled Water Program (NVRWP) – Modesto and Early Turlock Years	Del Puerto Water District	February 2020	\$96,000,000	Completed Turlock and Modesto components in March 2020; Ceres component in progress, funding requested through SGMA Round 1 Implementation Grant; anticipated completion in 2023.	Portions of project are completed. \$250,150 awarded in SGMA Round 1 Implementation Grant.	SGMA Round 1 Funding Agreement executed with DWR on 10/7/22.
1	City of Patterson Percolation Ponds for Stormwater Capture and Recharge	City of Patterson	February 2020	\$7,800,000	Project still in conceptual and EIR phase (linked to planned development); preliminary design initiated in 2022.	--	Preliminary design initiated and in progress.
1	Kaljia Drainwater Reuse Project	San Luis Water District	February 2020	\$16,500,000	Preliminary design and CEQA/permitting in progress; design planned in phases from 2023-2025, construction planned in phases to start in 2025.	--	Preliminary design complete; permitting in progress.
1	West Stanislaus Irrigation District Lateral 4-North Recapture and Recirculation Reservoir	West Stanislaus Irrigation District	February 2020	\$1,120,000	FS completed in Sept 2021; design anticipated to take 8 months with CEQA in parallel. Funding obtained from SGMA Round 1 Grant.	\$250,150 awarded in SGMA Round 1 Implementation Grant.	SGMA Round 1 Funding Agreement executed with DWR on 10/7/22. Construction planned to start in fall 2024.
1	Revision to Tranquillity Irrigation District Lower Aquifer Pumping	Tranquillity Irrigation District	February 2020	\$0	Well Water Operations Plan established in 2017 and implemented on an annual basis.	--	--
2	Del Puerto Canyon Reservoir Project	Del Puerto Water District	January 2026	\$491,300,000	CEQA completed in October 2021; NEPA draft released in November 2021; preliminary design completed in 2022; 100% design and permitting anticipated complete in 2024; construction anticipated complete in 2028.	--	Preliminary design is complete. NEPA anticipated complete in 2024; 100% design and permitting anticipated complete in 2024; construction anticipated complete in 2028.
2	Little Salado Creek Groundwater Recharge and Flood Control Basin	Stanislaus County	January 2026	\$7,710,000	Scheduled for development in subsequent phases of the overall Crow's Landing Industrial Business Park.	--	--
2	Patterson Irrigation District Groundwater Bank and/or Flood MAR-type Project	Patterson Irrigation District	January 2026	TBD	Consultant retained for FS; acquired small potential property.	--	Pilot study anticipated in winter 2023.
2	West Stanislaus Irrigation District Lateral 4-South Recapture and Recirculation Reservoir	West Stanislaus Irrigation District	January 2026	\$1,500,000	Preliminary design completed in September 2021.	Partially funded under IRWM grant.	--
2	Ortitalita Creek Groundwater Recharge and Recovery Project	San Luis Water District	January 2026	TBD	Funding requested in SGMA Round 2 Grant Application.	Partially funded under IRWM grant.	Expect to complete preliminary design in winter 2023. Funding request was included in SGMA Round 2 Grant Application (not successful).

Abbreviations and Notes provided on page 2

Table 2: Northern & Central Delta-Mendota GSP Implementation Commitments - Projects
Abbreviations:

CEQA	= California Environmental Quality Act
CLIBP	= Crows Landing Industrial Business Park
EIR	= Environmental Impact Report
FS	= Feasibility Study
IRWM	= Integrated Regional Water Management
MAR	= Managed Aquifer Recharge
N/A	= Not Applicable
NCDM	= Northern & Central Delta-Mendota
NEPA	= National Environmental Policy Act
SGM	= Sustainable Groundwater Management
TBD	= To Be Determined
USBR	= United States Bureau of Reclamation
WY	= Water Year

Notes:

- (a) Projects and Management Actions divided into Tiers (pg 7-1 of Revised GSP):
- Tier 1 – Near-term projects and management actions that the Groundwater Sustainability Agencies (GSAs) are committed to implementing at this time. These projects and management actions are either currently in the process of being implemented or could be implemented in the near future (constructed and operational) within the next five years (by 2025).
- Tier 2 – Projects and management actions that have been identified and require further development before implementation can occur. It is anticipated that these projects and management actions could be developed over the next five years and implemented beginning in 2026 or later, pending re-evaluation prior to the 5-year GSP Update in 2025.
- Tier 3 – Longer-term projects and management actions that may be implemented in the future as needed. Many of these projects are outside of the GSAs' control but could have implications on surface water availability and/or are additional projects/management actions that could be implemented under an adaptive management approach. For purposes of this analysis, did not include the Tier 3 projects listed in the GSP (because implementation of the identified projects is driven by others).
- (b) Project information obtained from Section 7 of the 2022 amended NCDM GSP.
- (c) Consolidated WY 2022 Annual Report dated March 2023.
- (d) Per SGMA Budget Spending Plan circulated by John Brodie on 12 August 2022, NCDM was awarded a total of \$1,500,300 from SGMA Round 1 grant to Subbasin.
- (e) Based upon information communicated by GSAs and other updates.

Table 3: Northern & Central Delta-Mendota GSP Implementation Commitments - Management Actions

Tier ^(a)	Responsible GSAs	Status of Activities ^(d)	Status as Reported in WY2022 Annual Report ^(c)	Notes
1	Lower Aquifer Pumping Rules for Minimizing Subsidence			
	Central Delta-Mendota GSA	Adopted Administrative Policy No. 2 regarding well metering and reporting in January 2023.	Several GSAs have adopted ordinances requiring registration of wells and/or reporting of pumping. The Central GSA has developed and approved an Administrative Policy for metering/reporting. A few GSAs do not extract from Lower Aquifer.	GSA efforts to require metering and reporting of pumping are continuing. This pumping data, coupled with the Well Census and Inventory Report, could be used to better understand the location and distribution of pumping.
	City of Patterson GSA			
	DM-II GSA	Collecting data, and require signed agreement with owner of new wells that pumping will occur only per GSP rules. Policy adopted in 2022 which requires registration of wells, and metering starting in 2023.		
	Northwestern Delta Mendota GSA	Stanislaus & Merced County permits for new extraction wells require metering and reporting.		
	Oro Loma Water District GSA			
	Patterson Irrigation District GSA	Adopted ordinance requiring the registration of wells and reporting of pumping. Working on implementation.		
	West Stanislaus Irrigation District GSA	Financial incentive for grower initial use (2 AF/ac) of surface water.		
	Widren Water District GSA	Two operational WWD Upper Aquifer (no Lower Aquifer) supply wells are equipped with meters.		
1	Maximize Use of Other Water Supplies			
	Central Delta-Mendota GSA	SNCWD: Signed partial agreement with USBR for CVP supply; additional USBR contracting planned. Pacheco WD developing contract for surface water supplies to reduce Lower Aquifer pumping.	No formal policies implemented.	--
	City of Patterson GSA	Evaluating stormwater recharge project (tied to development).		
	DM-II GSA	Adopted a policy requiring purchase of 75% of CVP allocation. Exceptions allowed only if groundwater use will not be increased.		
	Northwestern Delta Mendota GSA			
	Oro Loma Water District GSA			
	Patterson Irrigation District GSA	Surface water is preferred by local growers.		
	West Stanislaus Irrigation District GSA	Financial incentive for grower initial use (2 AF/ac) of surface water. Discharge of groundwater into WSID is prohibited unless WSID is short of water.		
	Widren Water District GSA			
1	Increasing GSA Access to and Input on Well Permits			
	Central Delta-Mendota GSA	Merced updated its well permitting process.	GSAs have coordinated on increasing GSA participation in well permitting process. Merced County and Stanislaus County have updated their well permitting process and requirements.	Governor's Executive Order N-7-22 regarding well permitting provides some clarity and authority.
	City of Patterson GSA			
	DM-II GSA	District staff review submitted well applications for potential impacts.		
	Northwestern Delta Mendota GSA	Merced updated its well permitting process. Stanislaus well permitting process being updated.		
	Oro Loma Water District GSA			
	Patterson Irrigation District GSA			
	West Stanislaus Irrigation District GSA	Adopted ordinance requiring the registration of wells and reporting of pumping.		
	Widren Water District GSA			
1	Drought Contingency Planning in Urban Areas			
	City of Patterson GSA	Conducted contingency planning described in adopted 2020 UWMP.	Conducted as part of UWMP.	--
1	Fill Data Gaps			
	Central Delta-Mendota GSA	Adopted Administrative Policy No. 2 regarding well metering and reporting in January 2023.	Funding was awarded in April 2022 to fill data gaps in interconnected surface water and subsidence monitoring under the SGMA Round 1 Implementation Grant.	See "Implementation Activities" tab for specific data-gap filling efforts. Additional ISW wells in NCDM included in SGMA Round 2 Grant Application (not successful).
	City of Patterson GSA	Conducted subsidence monitoring and added well to monitoring network. Improving well metering.		
	DM-II GSA	DPWD serving as grantee for SGMA Round 1 Implementation Grant. Obtained WaterSMART grant to obtain remote monitoring equipment for high priority wells.		
	Northwestern Delta Mendota GSA			
	Oro Loma Water District GSA			
	Patterson Irrigation District GSA	Improving pumping data collection.		
	West Stanislaus Irrigation District GSA			
	Widren Water District GSA			

Abbreviations and Notes provided on page 2

Table 3: Northern & Central Delta-Mendota GSP Implementation Commitments - Management Actions

Abbreviations:

CDM = Central Delta-Mendota	N/A = Not applicable
CVP = Central Valley Project	PID = Patterson Irrigation District
DPWD = Del Puerto Water District	SGM = Sustainable Groundwater Management
EO = Executive Order	USBR = United States Bureau of Reclamation
GSA = Groundwater Sustainability Agency	UWMP = Urban Water Management Plan
GSP = Groundwater Sustainability Plan	WSID = West Stanislaus Irrigation District
NCDM = Northern & Central Delta-Mendota	WY = Water Year

Notes:

- (a) Projects and Management Actions divided into Tiers (pg 7-1 of 2022 Amended NCDM GSP):
 - Tier 1 – Near-term projects and management actions that the Groundwater Sustainability Agencies (GSAs) are committed to implementing at this time. These projects and management actions are either currently in the process of being implemented or could be implemented in the near future (constructed and operational) within the next five years (by 2025).
 - Tier 2 – Projects and management actions that have been identified and require further development before implementation can occur. It is anticipated that these projects and management actions could be developed over the next five years and implemented beginning in 2026 or later, pending re-evaluation prior to the 5-year GSP Update in 2025.
 - Tier 3 – Longer-term projects and management actions that may be implemented in the future as needed. Many of these projects are outside of the GSAs’ control but could have implications on surface water availability and/or are additional projects/management actions that could be implemented under an adaptive management approach.
- (b) Management Action information obtained from Section 7 of the 2022 Amended NCDM GSP.
- (c) Consolidated WY 2022 Annual Report dated March 2023.
- (d) Based upon information communicated by GSAs.

Table 4: Northern & Central Delta Mendota GSP Implementation - Status of Well Ordinances

Organization	Ordinance Identification	Ordinance Date	Text
Fresno County	Ordinance No. 00-13	September 2000	Section 14.03.090 - Conditions of permit approval. "C. If requested by the county, the permittee shall share with the county groundwater monitoring information and data, and, where practicable, the parties shall coordinate their groundwater management efforts to effectively monitor groundwater resources throughout the county"
Merced County	Ordinance No. 1930 An Ordinance to Prevent the Mining and Export of Groundwater from the Unincorporated Portions of Merced County	March 2015	Section 9.27.065 - Groundwater Monitoring & Reporting "A. Monitoring. All new permits for wells or groundwater exports under the scope of this ordinance shall be measured by a properly installed and maintained water measuring device satisfactory to the Department of Public Health, Division of Environmental Health. As an alternative to water measuring devices, other reasonable methods to determine groundwater extraction may be used if approved by the Department of Public Health, Division of Environmental Health. B. Reporting. All persons, including Public Works Agencies, that extract groundwater within the County shall cause to be prepared and submitted to the Department of Public Health, Division of Environmental Health, annual reports of groundwater information that are necessary to monitor the existing condition of groundwater resources within the County....The required information to be reported shall include without limitation water level and pumping data...."
Stanislaus County	Ordinance CS 1155, Section 9	2014	Section 9.37.065 - Groundwater Monitoring. "A. All persons, including public water agencies that extract groundwater within the county shall cause to be prepared and submitted to the county department of environmental resources periodic reports of groundwater information that are reasonably necessary to monitor the existing condition of groundwater resources within the county, to determine trends, or to develop effective sustainable groundwater management plans and policies. A de minimis extractor shall not be required to submit such information. B. The department shall develop and recommend regulations to be adopted by the board that establish the frequency and timing of required reports, and the required information to be monitored, including, without limitation, water level and pumping data, or other data necessary for any other method to determine groundwater production."
Patterson Irrigation District	Resolution 05-2020: Patterson Irrigation District Groundwater Sustainability Agency Rule Regarding Irrigation Well Meters	15 April 2020	"The owner of any Groundwater Extraction Facility within the PID GSA must register that Groundwater Extraction Facility with the PID GSA... ...The owner of every Groundwater Extraction Facility within the PID GSA must measure use of that Groundwater Extraction Facility by a water-measuring device (Meter) satisfactory to the PID GSA... ...Meters must be installed on all Groundwater Extraction Facilities by January 1st, 2021."
West Stanislaus Irrigation District	West Stanislaus Irrigation District Groundwater Sustainability Agency Policy Regarding Irrigation Well Meters	2020	"The owner of any Groundwater Extraction Facility within the WSID GSA must register that Groundwater Extraction Facility with the WSID GSA... ...The owner of every Groundwater Extraction Facility within the WSID GSA must measure use of that Groundwater Extraction Facility by a water-measuring device (Meter) satisfactory to the WSID GSA. Meters must be installed on all Groundwater Extraction Facilities by January 1st, 2021. The meter shall measure all flow rate in gallons per minute, or cubic feet per second and totalize total extractions in gallons, cubic feet, or in acre-feet."

Table 4: Northern & Central Delta Mendota GSP Implementation - Status of Well Ordinances

Organization	Ordinance Identification	Ordinance Date	Text
Del Puerto Water District	Groundwater Well Metering Policy	2022	Covers well registration, metering, access, costs, semi-annual reporting, maintenance, and exclusions. Packets were sent to customers explaining the new well registration and metering requirements.
City of Patterson	Ordinance No. 348, Section 1	1981	13.20.010 Private wells - Construction prohibited. No person, firm or corporation may drill, dig or install a water well in the city for any purpose whatsoever, save and except the Patterson City Water Company.
Central Delta-Mendota GSA	Central GSA Resolution Nos. 2021-01 and 2021-02	25 January 2021	Adopted two Resolutions on 25 January 2021: require registration of all wells by 4/1/2021, impose fee for late registration. Adopted Well Metering and Reporting Policy in 2022 to require installation of meters on production wells within the GSA and reporting of pumped groundwater volumes. Adopted Policy Number Two in January 2023, and distributed to constituents. GSA members are developing draft Well Access and Indemnity Agreements to allow meter reading for property owners with groundwater wells.
Widren Water District	N/A	N/A	N/A. The two operational supply wells in WWD are equipped with meters.

Abbreviations:

- GSA = Groundwater Sustainability Agency
- GSP = Groundwater Sustainability Plan
- N/A = Not Applicable
- NCDM = Northern & Central Delta-Mendota
- No. = Number
- PID = Patterson Irrigation District
- SGMA = Sustainable Groundwater Management Act
- WSID = West Stanislaus Irrigation District

Notes:

- (a) Online search for ordinances adopted by NCDM GSAs and member agencies performed in August 2022.
- (b) Note that County Ordinances are also discussed in Section 2.3.2 of the 2022 Amended NCDM GSP. Discussion speaks more to permitting process for well construction/destruction and less to measuring of pumped groundwater.

GSP Implementation Schedule Northern & Central Delta-Mendota GSP Region

3-MONTH LOOK-AHEAD SCHEDULE

TASK	RESPONSIBLE PARTY	START	END	AUG				SEP					OCT				NOV			
				WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 1	WEEK 2	WEEK 3	WEEK 4
BASIN-SCALE COORDINATION																				
Intra-Basin Coordination																				
Subbasin Coordination Committee	Basin GSAs	Monthly			■	■				■				■				■		
Subbasin Ad Hoc Technical Working Group	Basin GSAs	Monthly					■				■					■			■	
Respond to Inadequate Determination from DWR	Basin GSAs / EKI	3/2/23	7/31/24	■																
SGM Implementation Grant																				
Perform SGM Round 1 Grant Approved Activities	Basin GSAs	10/7/22	4/30/25	■																
N-C REGION COORDINATION / ADMINISTRATION																				
N-C Coordination Meetings																				
Northern Region Management Committee Meetings	GSAs	Monthly							■					■				■		
Central Region Management Committee Meetings	GSAs	Monthly				■					■					■			■	
Technical/Finance Working Group Meetings	GSAs	TBD																		
GSP Progress Checks																				
GSP Implementation Progress Reports (Tracking Tools)	GSAs	Semi-Annual																■		
N-C REGION GSP IMPLEMENTATION																				
Water Level Monitoring																				
Collect Fall Water Level Data	GSAs / SLDMWA	9/1/23	10/31/23																	
Data QA/QC	GSAs / W&C	10/31/23	11/30/23																	
Fall Data Consolidation/Upload to DMS/SGMA Portal	GSAs / W&C	10/31/23	12/31/23																	
Water Quality Monitoring																				
Collect Water Quality Data	GSAs	5/1/23	8/31/23	■	■	■	■													
Data QA/QC	GSAs / W&C	7/31/23	9/30/23	■	■	■	■													
Data Consolidation/Upload to DMS	GSAs / W&C	7/31/23	9/30/23	■	■	■	■													
Interconnected Surface Water Monitoring																				
Install/Identify New Monitoring Wells	WSID / PID / NWDM	3/1/20	12/31/23	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Meet with Adjoining GSP Groups	WSID / PID / NWDM	As-needed																		
Projects^(a)																				
Los Banos Creek Recharge and Recovery Project	SLWD	In design	TBD	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Kaljia Drainwater Reuse Project	SLWD	Design in 2024	TBD																	
Orestimba Creek Recharge and Recovery Project	DPWD	Const in 2023	12/31/23	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
NVRRWP – Increased Modesto and Turlock Portions ^(b)	DPWD	Complete																		
Percolation Ponds for Stormwater Capture and Recharge	City of Patterson	PD in 2023	TBD																	
WSID Lateral 4-North Recapture and Recirculation Reservoir ^(c)	WSID	Design in 2023	Est. 2024	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Revision to TRID Lower Aquifer Pumping ^(d)	TRID	On-going																		

GSP Implementation Schedule Northern & Central Delta-Mendota GSP Region

3-MONTH LOOK-AHEAD SCHEDULE

TASK	RESPONSIBLE PARTY	START	END	AUG				SEP					OCT				NOV			
				WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 1	WEEK 2	WEEK 3	WEEK 4
Management Actions^(a)																				
Lower Aquifer Pumping Rules for Minimizing Subsidence	GSA's	6/25/20	12/31/23																	
Maximize Use of Other Water Supplies	GSA's	6/25/20	10/31/24																	
Increasing GSA Access to and Input on Well Permits	GSA's	6/11/20	12/31/23																	
Drought Contingency Planning in Urban Areas	GSA's	Complete																		
Fill Data Gaps	GSA's	2/1/20	4/30/25																	
Additional GSP Activities																				
Basin Groundwater Model CVHM2-SJB	USGS/USBR / EKI	3/1/20	TBD																	
Develop/Revise Subbasin GSP	GSA's / EKI	3/1/23	7/31/24																	
Project Management and Communication	SLDMWA / EKI	3/1/23	2/29/24																	
As-Needed Technical Support	EKI / W&C	3/1/23	2/29/24																	

Abbreviations

- | | | | |
|---|---|---|--|
| DMS = Data Management System | GSP = Groundwater Sustainability Plan | P&P = Provost & Pritchard | TWG = Technical Working Group |
| DM = Delta Mendota | MNM = DWR SGMA Monitoring Network Module | QA/QC = Quality Assurance/Quality Control | USBR = United States Bureau of Reclamation |
| DPWD = Del Puerto Water District | NVRRWP = North Valley Regional Recycled Water Program | SLDMWA = San Luis & Delta-Mendota Water Authority | USGS = United States Geological Survey |
| EKI = EKI Environment & Water, Inc. | P&MA = Projects and Management Actions | SLWD = San Luis Water District | W&C = Woodard & Curran |
| FS = Feasibility Study | PD = Preliminary Design | TBD = to be determined | WSID = West Stanislaus Irrigation District |
| GSA = Groundwater Sustainability Agency | PID = Patterson Irrigation District | TRID = Tranquillity Irrigation District | WY = Water Year |

Notes

- (a) Projects and Management Actions extend through 2025.
- (b) Portion of project is complete. Increased supply of recycled water expected.
- (c) Needs to be coordinated with Orestimba and Del Puerto Creek projects.
- (d) In operation starting in 2017.

Key Dates

- Aug 28, 2023: Subbasin Ad Hoc Technical Working Group Meeting
- Sept 6, 2023: Northern Delta-Mendota Management Committee Meeting
- Sept 11, 2023: Subbasin Coordination Committee Meeting
- Sept 25, 2023: Subbasin Ad Hoc Technical Working Group Meeting
- Sept 28, 2023: Central Delta-Mendota Management Committee Meeting
- Oct 4, 2023: Northern Delta-Mendota Management Committee Meeting
- Oct 9, 2023: Subbasin Coordination Committee Meeting
- Oct 23, 2023: Central Delta-Mendota GSA Meeting
- Oct 23, 2023: Subbasin Ad Hoc Technical Working Group Meeting
- Oct 26, 2023: Central Delta-Mendota Management Committee Meeting

Funding Opportunities – Updated 8/23/2023

Specialty Crop Block Grant Program

The program funds projects that enhance the competitiveness of California specialty crops. The SCBGP is designed to support all sectors of California's specialty crop industry and improve the performance of California specialty crops within local, domestic, national, and international markets. Up to \$500,000 per proposal with an estimated \$23 million available. California Dept., of Food and Agriculture. Deadline: 9/7/23

Pesticide Research Grant Program

The program provides funding to develop integrated pest management (IPM) practices in agricultural, urban, or wildland settings that reduce the risks from pesticides which are high-risk, of regulatory concern, or are of human health or environmental concern in California. Up to \$500,000 available per project. \$800,000 total available. Ca Dept. of Pesticide Regulation. Deadline: 9/14/23

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

Farm and Ranch Solid Waste Clean-up and Abatement Program

The program offers financial support to address the cleanup & prevention of illegal dumping on properties designated for agricultural purposes. It is possible to include multiple projects/sites within a single application. \$50,000 maximum per site, \$200,000 maximum per application. Dept. of resources, Recycling, and Recovery. Deadline 10/5/23.

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

Alliance Grants Program

To promote safer, more sustainable pest management practices in California, the program funds projects that promote or increase the implementation, expansion, or adoption of effective, proven, and affordable integrated pest management (IPM) systems or practices that reduce risks to human health and the environment in agricultural, urban, or wildland settings. The most competitive Alliance Grant projects are those that can serve as a model for similar situations, have a high

potential for wide adoption, and for which research has already been completed. Up to \$800,000 per project with a total of \$1.1 million available. Ca Dept. of Pesticide Regulation. Deadline: 1/18/24

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.