



Meeting Agenda

Date & Time: 10/9/2025 | 9:30 AM

Location: SLDMWA Boardroom

Board of Directors Regular Meeting

842 6th Street, Los Banos

(List of Member/Alternate Telephonic Locations Attached)

NOTE: Any member of the public may address the Board concerning any item on the agenda before or during consideration of that item.

NOTE FURTHER: Meeting materials have been made available to the public on the San Luis & Delta-Mendota Water Authority's website, <https://www.sldmwa.org>, and at the Los Banos Administrative Office, 842 6th Street, Los Banos, CA 93635.

Public Participation Information

Join Zoom Webinar - <https://us02web.zoom.us/j/85806976257?pwd=ZW7bcqeSJiU80DRspbKpSoC5riEy49.1>

Agenda

Item	Topic	Lead
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| 1. | Call to Order/Roll Call | |
| 2. | Board to Consider Additions and Corrections to the Agenda, as Authorized by Government Code Section 54950 <i>et seq.</i> | |
| 3. | Opportunity for Public Comment – Any member of the public may address the Board concerning any matter not on the agenda, but within the Board's jurisdiction. Public comment is limited to no more than three minutes per person. For good cause, the Chair of the Board may waive this limitation. | |

CONSENT CALENDAR

- | | | |
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| 4. | Approval of September 11, 2025 Meeting Minutes | |
| 5. | Acceptance of Financial & Expenditures Reports | |
| 6. | Acceptance of Staff Reports: <ul style="list-style-type: none">a. O&M Budget to Actualb. Operations & Maintenancec. Science Programd. Activity Agreementse. Procurement Activity | |

ACTION ITEMS

- | | | |
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| 7. | Water Resources Committee Recommendation Regarding Adoption of Staff Recommendation for Positions on Legislation | Petersen |
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- a. **H.R. 3572 (Valadao), To make projects in certain counties eligible for funding under the rural surface transportation grant program, and for other purposes.**

8. **Water Resources Committee Recommendation Regarding Execution of Professional Services Agreement for Public Affairs Services and Expenditures of up to \$110,000** Petersen
9. **Finance & Administration Committee Recommendation Regarding Authorization to Issue Notice to Proceed with Phase II of O'Neill Pumping/Generating Plant Unit Upgrades Project** Arroyave, McNeill
10. **Ratification of Execution of Letter of Agreement 25-WC-20-6367 with the U.S. Bureau of Reclamation for Administrative Work Associated with the Preparation of Warrant Act Contracts for Conveyance of Yuba Transfer Water** Arroyave, Harms

REPORT ITEMS

11. **Report on State and Federal Affairs** Petersen, Cardoza, Olsen
12. **Executive Director's Report** Barajas
(May also include reports on activities related to 1) CVP/SWP water operations; 2) California storage projects; 3) regulation of the CVP/SWP; 4) existing or possible new State and Federal policies; 5) Water Authority activities)
13. **Chief Operating Officer's Report** Arroyave
(May include reports on activities related to 1) OM&R; 2) Infrastructure Projects; 3) Water transfers, exchanges, and release program)
14. **Update on Water Operations and Forecasts** Arroyave, USBR
15. **Committee Reports**
 - a. Water Resources Committee Activities, Bourdeau
 - b. Finance & Administration Committee Activities, Hansen
 - c. O & M Technical Committee Activities, White
 - d. Planning Committee Activities, Diener
16. **Outside Agency/Organization Reports**
 - a. Family Farm Alliance
 - b. Farm Water Coalition
 - c. Association of California Water Agencies
 - d. San Joaquin Valley Water Blueprint Effort
 - e. San Joaquin Valley Collaborative Action Program
 - f. Central Valley Project Water Association
17. **Board Member Reports**
18. **CLOSED SESSION** Akroyd, Barajas

THREAT TO PUBLIC SERVICES OR FACILITY
Consultation with: Executive Director / General Counsel

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of Litigation Pursuant to paragraph (4) of Subdivision (d) of Government Code Section 54956.9 – 2 potential cases

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Government Code Section 54956.9 – 2 potential cases

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Existing Litigation Pursuant to paragraph (1) of Subdivision (d) of Section 54956.9

- a. Pacific Coast Federation of Fishermen's Associations (PCFFA), et al. v. Nickels, et al., U.S. District Court, E.D. Cal., Case No. 2:11-cv-02980; 9th Cir. Case No. 23-15599 (GBP Citizen Suit)
- b. City of Fresno, et al. v. United States, U.S. Court of Appeals for the Federal Cir., Case No. 22-1994; U.S. Court of Federal Claims, Case No. 1:16-cv-01276 (2014 Friant Div. Operations)
- c. PCFFA, et al. v. Lutnick, et al., U.S. District Court, E.D. Cal., Case No. 1:20-cv-00431 (2019 BiOps)
- d. California Natural Resources Agency, et al. v. Lutnick, et al., U.S. District Court, E.D. Cal., Case No. 1:20-cv-00426 (2019 BiOps)
- e. California Sportfishing Protection Alliance (CSPA), et al. v. State Water Resources Control Board (SWRCB), et al., Sac. Co. Superior Court, Case No. 34-2021-80003761 (2021 TUCP Order)
- f. CSPA, et al. v. SWRCB, et al., Sac. Co. Superior Court, Case No. 34-2021-80003763 (2021 Temp. Mgmt. Plan)
- g. Walsh v. Martin, et al., E.D. Cal., Case No. 1:23-CV-01774 (employment action)
- h. SWRCB, Administrative Hearings Office, Petitions for Change of California Department of Water Resources (DWR) Water Right Permits, Delta Conveyance Project (DWR Change Petition)
- i. Tehama-Colusa Canal Authority, et al. v. DWR, et al., Sacramento Co. Superior Court, Case No. 24WM000183 (SWP 2024 EIR Challenge)

19. Return to Open Session

20. Report from Closed Session, if any, Required by Government Code Section 54957.1

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

22. ADJOURNMENT

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

This agenda has been prepared as required by the applicable laws of the State of California, including but not limited to, Government Code Section 54950 et seq. and has not been prepared with a view to informing an investment decision in any of the Authority's bonds, notes or other obligations. Any projections, plans or other forward-looking statements included in the information in this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of the Authority's bonds, notes or other obligations and investors and potential investors should rely only on information filed by the Authority on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the World Wide Web at <https://emma.msrb.org/>.

SLDMWA BOARD OF DIRECTORS REGULAR MEETING TELEPHONIC LOCATIONS

OCTOBER 9, 2025

7357 W. Tenaya Ave
Fresno, CA 93723

15671 W. Oakland Ave
Five Points, CA 93624



Meeting Minutes

Date & Time: 9/11/2025 | 9:30 AM
Location: SLDMWA Boardroom
842 6th Street, Los Banos

San Luis & Delta-Mendota Water Authority Board of Directors Regular Meeting Minutes

Board of Directors Present

Division 1: David Weisenberger, Director
Bobby Pierce, Director
Anthea Hansen, Director
Ed Pattison, Director
Division 2: Justin Diener, Director
Aaron Barcellos, Director
Bill Diedrich, Director
Division 3: Chris White, Alternate
Jarrett Martin, Director
Cannon Michael, Chair/Director
Michael Gardner, Alternate
Division 4: Aaron Baker, Director
Richard Santos, Director
Dana Jacobson, Director
Brett Miller, Alternate
Division 5: Allison Febbo, Director (via ZOOM)
Manny Amorelli, Director

Authority Representatives Present

Federico Barajas, Executive Director

Pablo Arroyave, Chief Operating Officer
Rebecca Akroyd, General Counsel
Rebecca Harms, Deputy General Counsel
Scott Petersen, Water Policy Director
Ray Tarka, Director of Finance
Jacob Bejarano, Sr. Civil/Mechanical/Electrical Engineer
Stewart Davis, IT Officer
Eddie Reyes, Information Systems Technician

Others Present

Patrick McGowan, Panoche Water District
Wilson Orvis, Friant Water Authority
Chase Hurley, Pacheco Water District
Dennis Cardoza, Foley & Lardner, LLP (via ZOOM)
Kristin Olsen-Cate, California Strategies (via ZOOM)
Mitch Partovi, Water Agency
John Wiersma, Henry Miller Reclamation District
Cindy Kao, Valley Water
Don Wright, Water Rights (via ZOOM)
Brandon Souza, Farm Water Coalition (via ZOOM)
Levi Johnson, Reclamation (ZOOM)

Agenda

Item	Topic	Lead
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| 1. | Call to Order/Roll Call – The meeting was called to order at approximately 9:32 a.m. by Chair Cannon Michael and roll was called. | |
| 2 | Additions or Corrections to the Agenda of Items, as authorized by Government Code Section 54950 et seq. – No additions or corrections. | |
| 3. | Opportunity for Public Comment – No public comment. | |
| 4. | Agenda Items 4-6: Board to Consider: 4) August 7, 2025 Meeting Minutes, 5) Acceptance of the Financial & Expenditures Reports, and 6) Acceptance of Staff Reports - M/S - Motion by Director Richard Santos, seconded by Director David Weisenberger, the Board accepted the August 7, 2025 meeting minutes, Financial & Expenditure Reports, and Staff Reports. Roll Call Vote: Ayes – Weisenberger, Pierce, Hansen, Pattison, Diener, Barcellos, Diedrich, White, | |

Jarrett Martin, Michael, Baker, Santos, Jacobson, Miller, Febbo, Amorelli; Nays – 0; Abstentions – 0.

5. **Agenda Item 7: Planning Committee and Finance & Administration Committee Recommendations Regarding Adoption of Refinements to Cost Allocation Methodology and Scope for Phase 1 of the Upper Delta-Mendota Canal Portion of the Delta-Mendota Canal Subsidence Correction Project –** Barajas

Executive Director Federico Barajas reviewed the memo included in the packet. Barajas then reviewed information regarding proposed Phase 1, Task 1-4 work. Barajas briefly reviewed illustrative scenarios regarding \$30 million and \$60 million repayments.

General Counsel Rebecca Akroyd clarified that the Finance & Administration Committee, Planning Committee, and staff recommended refinements to Cost Allocation Methodology and Scope for Phase 1 of the Delta-Mendota Canal Subsidence Correction Project, with the understanding that if less than \$90M non-reimbursable funding is available, the Planning Committee will need to discuss and approve the cost allocation and distribution of non-reimbursable funds. Board members also discussed staff recommended refinements to scope: Task 1 (2 ft. freeboard raise between MP 3.5 and MP 7.2, est. cost \$19.75M); Task 2 (Sag area repairs, est. cost \$18.23M); Task 3 (Upper DMC panel repairs, est. cost \$27.9M); and Task 4 (Lower DMC panel repairs, est. cost \$28M).

M/S - Motion by Director Richard Santos, seconded by Director Jarrett Martin, the Board adopted the staff recommended refinements to Cost Allocation Methodology and Scope for Phase 1 of the Upper DMC Portion of the Delta-Mendota Canal Subsidence Correction Project, with the understanding that if less than \$90M non-reimbursable funding is available, the Planning Committee will need to discuss and approve the cost allocation and distribution of non-reimbursable funds. Roll Call Vote: Ayes - Weisenberger, Pierce, Hansen, Pattison, Diener, Barcellos, Diedrich, White, Jarrett Martin, Michael, Baker, Santos, Jacobson, Miller, Febbo, Amorelli; Nays – 0; Abstentions – 0.

6. **Finance & Administration Committee Recommendation Regarding Authorization to Increase Approved Contract Amount to \$466,440 for Previously Authorized Agreement for Services for DCI Unit 1 & 2 Motor Control Centers Replacement and Commissioning from the FY26 EO&M Budget –** Arroyave

Chief Operating Officer Pablo Arroyave reported that In June 2025, the Board of Directors authorized the expenditure up to \$400,000 for the Project. Arroyave explained that the repairs were scheduled to be completed in September 2025 during a full DCI outage, but due to updated pumping forecasts and concerns over the potential for lost water, the Project was rescheduled for November. Arroyave reported that the delay led to a renegotiation of certain contract terms with Rexel, which resulted in a cost increase attributed to scheduling delays and changes in union labor rates and jurisdictions.

M/S – Motion by Director Richard Santos, seconded by Alternate Aaron Baker, the Board authorized an Increase in Approved Contract Amount to \$466,440 for Previously Authorized Agreement for Services for DCI Unit 1 & 2

Motor Control Centers Replacement and Commissioning from the FY26 EO&M Budget. Roll Call Vote: Ayes – Weisenberger, Pierce, Hansen, Pattison, Diener, Barcellos, Diedrich, White, Jarrett Martin, Michael, Baker, Santos, Jacobson, Miller, Febbo, Amorelli; Nays – 0; Abstentions – 0.

7. **Agenda Item 9: Recommendation to the Board of Directors to Adopt Staff Recommendation on Positions on Legislation** Petersen

- a. **H.R. 4879 (Costa), Emergency Rural Water Response Act of 2025 (Support)**
- b. **S.B. 707 (Durazo), Open Meetings: Meeting and Teleconference Requirements (Change to Watch Position)**

Water Policy Director Scott Petersen reviewed the staff recommendations for positions on legislation. Petersen reviewed outcomes of previous legislation that was brought to the Board. Petersen answered questions from Board members throughout the presentation.

M/S - Motion by Alternate Chris White, seconded by Director Justin Diener, the Board adopted the staff recommendations for positions on H.R. 4879 (Costa), and S.B. 707 (Durazo). Roll Call Vote: Ayes - Weisenberger, Pierce, Hansen, Pattison, Diener, Barcellos, Diedrich, White, Jarrett Martin, Michael, Baker, Santos, Jacobson, Miller, Febbo, Amorelli; Nays – 0; Abstentions – 0.

8. **Agenda Item 10: Report on State and Federal Affairs –** Water Policy Director Petersen

Scott Petersen reviewed documents included in the packet, and reported that Congressman Costa held his Water Forum in the Authority Boardroom, and Congressman Gray and staff toured Water Authority facilities last month.

Petersen provided federal updates related to Executive Orders, Senate confirmations/nominations, potential change in Senate rules, Support letters for Dr. Petty nomination, Appropriations process, Expiration of Government funding, Continuing Resolution, and Permitting Reform. Petersen additionally provided a California legislative update. Petersen answered Board questions throughout his presentation. Dennis Cardoza and Kristin Olsen-Cate provided additional updates.

9. **Agenda Item 11: Executive Director's Report**

- a. **Sites Reservoir Project** – Executive Director Federico Barajas reported that Reclamation is holding public negotiations on the Sites Reservoir this month.
- b. **Reclamation Finance/Budget Challenges** – Executive Director Federico Barajas reported that Reclamation is facing challenges regarding invoices and processing payments. Part of this challenge relates to the recent transition of finance department from Reclamation to the Department of Interior.
- c. **SLDMWA Audits** - Executive Director Federico Barajas reported that staff is targeting action next month.

10. **Agenda Item 12: Chief Operating Officer's Report** Arroyave

- a. **Federal Streamlining Review** - Chief Operating Officer Pablo Arroyave reported that FFA/NWRA are working with Bureau of Reclamation Executive Leadership in DC to look at streamlining different areas including NEPA, OM&R Procurement, and Duplicative Technical

Design Reviews. Arroyave reported that he is participating on the NEPA streamlining team.

- b. **North to South EIS Scoping Sessions** - Chief Operating Officer Pablo Arroyave reported that EIS Scoping sessions are scheduled September 17, 2-5 p.m., and September 18, 6-8 p.m., and comments are due October 3, 2025.
- c. **O'Neill Pumping Plant Outages** - Chief Operating Officer Pablo Arroyave reported that the first outage is scheduled October 6-25, 2025.

- 11. **Agenda Item 13: Update on Water Operations and Forecasts** – Chief Operating Officer Pablo Arroyave reported that the 90% & 50% Forecasts are included in the packet, and then introduced Levi Johnson from Reclamation. Johnson provided information regarding CVP supply, reservoir storage, allocations, snowpack, and operations. Johnson and Arroyave answered Committee member questions throughout the presentation. Arroyave, Johnson (USB)
- 12. **Agenda Item 14: Committee Reports** – No reports.
- 13. **Agenda Item 15: Outside Agency/Organization Reports**
 - a. **Family Farm Alliance**– Chair/Director Cannon Michael reported that a DC trip is scheduled for next week. Michael reported that the Annual meeting is scheduled October 30-31, 2025.
 - b. **Farm Water Coalition** – Brandon Souza reviewed the report included in the packet.
 - c. **Association of California Water Agencies** – No report.
 - d. **San Joaquin Valley Water Blueprint Effort** – Water Policy Director Scott Petersen reported that the Water Policy Memo (included in the packet) from the Water Resources Committee meeting includes detailed information on Blueprint activities.
 - e. **San Joaquin Collaborative Action Plan** – Water Policy Director Scott Petersen reported that the Water Policy Memo (included in the packet) from the Water Resources Committee meeting includes detailed information on SJV CAP.
 - f. **Central Valley Project Water Association** – Director Anthea Hansen reported that a meeting is scheduled for September 24, 2025, at 2:30 p.m.
- 14. **Agenda Item 16: Board Member Reports** – No reports.
- 15. **Agenda Items 17-18: Closed Session** – Chair Cannon Michael adjourned the open session to address the items listed on the Closed Session Agenda at approximately 10:58 a.m. Upon return to open session at approximately 11:42 a.m., Chair Cannon Michael reported that no reportable actions were taken in closed session. Akroyd
- 16. **Agenda Item 19: Reports Pursuant to Government Code Section 54954.2(a)(3)** – No reports.
- 17. **Agenda Item 20: Adjournment** – The meeting was adjourned at approximately 11:45 a.m.



Official Memorandum

TO: Pablo Arroyave, Chief Operating Officer
FROM: Raymond Tarka, Director of Finance

SUBJECT: October 2025 BOD Meeting Report – Finance
Fiscal Year - March 1, 2025 through February 28, 2026

DATES: October 9, 2025

Attached are the Financial & Expenditures Reports.

San Luis & Delta-Mendota Water Authority

Receivable Activity Report (Does Not Include Water Payment Transactions)

Month Ending August 31, 2025

	MEMBERS	USBR EMERGENCY	OTHER	TOTAL RECEIVABLE
RECEIVABLE BALANCE JULY 31, 2025	\$ 643,945.63	\$ 94,032.05	\$ 1,173,574.32	\$ 1,911,552.00
Billings:				
ACWA/JPIA - Grant Program			1,700.00	1,700.00
Cobra - Various Employees			4,504.15	4,504.15
Miscellaneous - Reimbursement for Pass Through Expenses			262.36	262.36
Membership - FY26 2nd Installment	3,202,282.00			3,202,282.00
USBR - DMC Subsidence Correction Project - R21AC10471			303,419.38	303,419.38
USBR - Emergency Services Contracts		4,352.21		4,352.21
TOTAL BILLINGS	\$ 3,202,282.00	\$ 4,352.21	\$ 309,885.89	\$ 3,516,520.10
Collections:				
ACWA/JPIA - Grant Program			1,700.00	1,700.00
Cobra - Various Employees			1,119.68	1,119.68
DHCCP Project - Series 2021B Bond - Various Districts			32,934.62	32,934.62
Miscellaneous - Reimbursement for Pass-through Expenses			342.54	342.54
Membership - FY26 Installments	1,638,373.68			1,638,373.68
Volta Wells Groundwater - Various Districts			279.42	279.42
				0.00
TOTAL COLLECTIONS	\$ 1,638,373.68	\$ -	\$ 36,376.26	\$ 1,674,749.94
RECEIVABLE BALANCE AUGUST 31, 2025	\$ 2,207,853.95	\$ 98,384.26	\$ 1,447,083.95	\$ 3,753,322.16

San Luis & Delta-Mendota Water Authority
SLDMWA
A/R Aging Summary-Sorted by Category
As of August 31, 2025

ID	Customer	Current	(30)	(60)	(90)	(>90)	Category	Total
CAMP-MEMB	CAMP-MEMB Camp 13 Drainage District	\$0.00	\$0.00	\$21,491.00	\$0.00	\$57,818.00	MEMBERSHIP	\$79,309.00
FARMERS WD-MEMBER	FARMERS WD-MEMBER Farmers Water District	\$0.00	\$0.00	\$95,353.00	\$0.00	\$95,353.00	MEMBERSHIP	\$190,706.00
FCWD-MEMB	FCWD-MEMB Firebaugh Canal Water District	\$0.00	\$0.00	\$156,738.00	\$0.00	\$0.00	MEMBERSHIP	\$156,738.00
FRESNO CO-MEMB	FRESNO CO-MEMB Fresno County	\$0.00	\$0.00	\$91,162.00	\$0.00	\$91,162.00	MEMBERSHIP	\$182,324.00
MERCED CO-MEMB	MERCED CO-MEMB Merced County	\$0.00	\$0.00	\$6,113.98	\$0.00	\$0.00	MEMBERSHIP	\$6,113.98
OFWD-MEMB	OFWD-MEMB Oak Flat Water District	\$0.00	\$0.00	\$1,709.00	\$0.00	\$0.00	MEMBERSHIP	\$1,709.00
PATTERSON-MEMB	PATTERSON-MEMB City of Patterson	\$0.00	\$0.00	\$7,122.50	\$0.00	\$0.00	MEMBERSHIP	\$7,122.50
PDD-MEMB	PDD-MEMB Panoche Drainage District	\$0.00	\$0.00	\$261,212.00	\$0.00	\$52,240.00	MEMBERSHIP	\$313,452.00
PWD-MEMB	PWD-MEMB Pacheco Water District	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.01)	MEMBERSHIP	(\$0.01)
SBCWD-MEMB	SBCWD-MEMB San Benito County Water District	\$0.00	\$0.00	\$40,846.00	\$0.00	\$0.00	MEMBERSHIP	\$40,846.00
SJREC-MEMBER	SJREC-MEMBER San Joaquin River Exchange Contractors	\$0.00	\$0.00	\$99,396.50	\$0.00	\$0.00	MEMBERSHIP	\$99,396.50
SLWD-MEMB	SLWD-MEMB San Luis Water District	\$0.00	\$0.00	\$0.00	\$0.00	(\$10.00)	MEMBERSHIP	(\$10.00)
TRACY-MEMB	TRACY-MEMB City of Tracy	\$0.00	\$0.00	\$23,045.00	\$0.00	\$0.00	MEMBERSHIP	\$23,045.00
VALLEY-MEMB	VALLEY-MEMB Valley Water	\$0.00	\$0.00	\$212,703.00	\$0.00	\$0.00	MEMBERSHIP	\$212,703.00
WWD-MEMB	WWD-MEMB Westlands Water District	\$0.00	\$0.00	\$894,471.98	\$0.00	(\$73.00)	MEMBERSHIP	\$894,398.98
0265	0265 St of CA Depart of Tax & Fee Admin	\$0.00	\$0.00	\$0.00	\$0.00	\$2,022.00	MISC	\$2,022.00
0276		\$0.00	\$0.00	\$1,119.68	\$0.00	\$0.00	MISC	\$1,119.68
0290		\$0.00	\$0.00	\$0.00	\$0.00	\$114.98	MISC	\$114.98
0319		\$0.00	\$0.00	\$0.00	\$34.00	\$0.00	MISC	\$34.00
0326		\$0.00	\$0.00	\$1,119.68	\$0.00	\$0.00	MISC	\$1,119.68
0333		\$0.00	\$0.00	\$0.00	\$0.00	(\$48.54)	MISC	(\$48.54)
0334		\$0.00	\$0.00	\$2,216.25	\$0.00	\$0.00	MISC	\$2,216.25
0336		\$0.00	\$0.00	\$0.00	(\$114.18)	\$0.00	MISC	(\$114.18)
BVWD-MISC	BVWD-MISC Broadview Water District	\$0.00	\$0.00	\$0.00	\$5,978.02	\$0.00	MISC	\$5,978.02
CCWD-MISC	CCWD-MISC Contra Costa Water District	\$0.00	\$0.00	\$0.00	\$0.00	\$11,364.00	MISC	\$11,364.00
DWR	DWR Department of Water Resources	\$0.00	\$0.00	\$0.00	\$0.00	\$1,310,223.68	MISC	\$1,310,223.68
EBMUD-MISC	EBMUD-MISC East Bay Municipal Utility District	\$0.00	\$0.00	\$0.00	\$0.00	\$11,364.00	MISC	\$11,364.00
EFWD-MISC	EFWD-MISC Eagle Field Water District	\$0.00	\$0.00	\$0.00	\$0.00	\$239.46	MISC	\$239.46
GWD-MISC	GWD-MISC Grassland Water District	\$0.00	\$0.00	\$0.00	\$0.00	\$6,224.73	MISC	\$6,224.73
MSWD-MISC	MSWD-MISC Mercy Springs Water Distirct	\$0.00	\$0.00	\$0.00	\$0.00	\$384.61	MISC	\$384.61
PANOCH-MISC	PANOCH-MISC Panoche Water District	\$0.00	\$0.00	\$0.00	\$0.00	\$4,946.98	MISC	\$4,946.98
PATT CITY MISC	PATT CITY MISC City of Patterson	\$0.00	\$0.00	\$0.00	\$0.00	\$10,797.47	MISC	\$10,797.47
PID-MISC	PID-MISC Patterson Irrigation District	\$0.00	\$0.00	\$0.00	\$0.00	\$723.89	MISC	\$723.89
PWD-MISC	PWD-MISC Pacheco Water District	\$0.00	\$0.00	\$0.00	\$0.00	\$530.49	MISC	\$530.49
SBCWD-MISC	SBCWD-MISC San Benito County Water District	\$0.00	\$0.00	\$0.00	\$0.00	\$1,870.90	MISC	\$1,870.90
SLWD-MISC	SLWD-MISC San Luis Water District	\$0.00	\$0.00	\$0.00	\$0.00	\$6,348.50	MISC	\$6,348.50
VALLEY-MISC	VALLEY-MISC Valley Water	\$0.00	\$0.00	\$0.00	\$0.00	\$1,824.32	MISC	\$1,824.32
WWD-MISC	WWD-MISC Westlands Water District	\$0.00	\$0.00	\$0.00	\$4,889.13	\$62,909.90	MISC	\$67,799.03
USBR-SERVICES	USBR-SERVICES U.S. Bureau of Reclamation	\$0.00	\$0.00	\$0.00	\$0.00	\$98,384.26	USBR-SERVICES	\$98,384.26
Total		\$0.00	\$0.00	\$1,915,819.57	\$10,786.97	\$1,826,715.62		\$3,753,322.16
								\$3,753,322.16

San Luis & Delta-Mendota Water Authority
SLDMWA
AR | Monthly Invoices (Testing-Custom)
August 1, 2025 - August 31, 2025

Customer	Trans Type	Date	Document #	Category	Amount	Memo
BCID-MEMB Banta-Carbona Irrigation District	Invoice	8/1/2025	INVWA1496	MEMBERSHIP	\$13,808.50	FY26 2nd Installment Membership Dues
BBID-MEMB Byron-Bethany Irrigation District	Invoice	8/1/2025	INVWA1497	MEMBERSHIP	\$18,838.00	FY26 2nd Installment Membership Dues
TRACY-MEMB City of Tracy	Invoice	8/1/2025	INVWA1498	MEMBERSHIP	\$14,758.50	FY26 2nd Installment Membership Dues (Excluding BF Sisk)
TRACY-MEMB City of Tracy	Invoice	8/1/2025	INVWA1499	MEMBERSHIP	\$8,286.50	FY26 2nd Installment Membership Dues (BF Sisk)
DPWD-MEMB Del Puerto Water District	Invoice	8/1/2025	INVWA1500	MEMBERSHIP	\$132,097.50	FY26 2nd Installment Membership Dues
PID-MEMB Patterson Irrigation District	Invoice	8/1/2025	INVWA1501	MEMBERSHIP	\$24,097.50	FY26 2nd Installment Membership Dues
WSID-MEMB West Stanislaus Irrigation District	Invoice	8/1/2025	INVWA1502	MEMBERSHIP	\$50,066.50	FY26 2nd Installment Membership Dues
PANOCH-MEMB Panoche Water District	Invoice	8/1/2025	INVWA1503	MEMBERSHIP	\$74,951.00	FY26 2nd Installment Membership Dues
SLWD-MEMB San Luis Water District	Invoice	8/1/2025	INVWA1504	MEMBERSHIP	\$109,602.50	FY26 2nd Installment Membership Dues
WWD-MEMB Westlands Water District	Invoice	8/1/2025	INVWA1505	MEMBERSHIP	\$894,472.00	FY26 2nd Installment Membership Dues
CDD-MEMB Charleston Drainage District	Invoice	8/1/2025	INVWA1506	MEMBERSHIP	\$20,820.00	FY26 2nd Installment Membership Dues
PDD-MEMB Panoche Drainage District	Invoice	8/1/2025	INVWA1507	MEMBERSHIP	\$313,455.00	FY26 2nd Installment Membership Dues
CCID-MEMB Central California Irrigation District	Invoice	8/1/2025	INVWA1508	MEMBERSHIP	\$262,201.50	FY26 2nd Installment Membership Dues
FCWD-MEMB Firebaugh Canal Water District	Invoice	8/1/2025	INVWA1509	MEMBERSHIP	\$156,738.00	FY26 2nd Installment Membership Dues
GWD-MEMB Grassland Water District	Invoice	8/1/2025	INVWA1510	MEMBERSHIP	\$125,016.00	FY26 2nd Installment Membership Dues
HMRD#2131 Henry Miller Reclamation District	Invoice	8/1/2025	INVWA1511	MEMBERSHIP	\$78,332.00	FY26 2nd Installment Membership Dues
CCC-MEMB Columbia Canal Company	Invoice	8/1/2025	INVWA1512	MEMBERSHIP	\$28,315.50	FY26 2nd Installment Membership Dues
CAMP-MEMB Camp 13 Drainage District	Invoice	8/1/2025	INVWA1513	MEMBERSHIP	\$21,491.00	FY26 2nd Installment Membership Dues
SBCWD-MEMB San Benito County Water District	Invoice	8/1/2025	INVWA1514	MEMBERSHIP	\$40,846.00	FY26 2nd Installment Membership Dues
VALLEY-MEMB Valley Water	Invoice	8/1/2025	INVWA1515	MEMBERSHIP	\$212,703.00	FY26 2nd Installment Membership Dues
BVWD-MEMB Broadview Water District	Invoice	8/1/2025	INVWA1516	MEMBERSHIP	\$20,121.50	FY26 2nd Installment Membership Dues
EFWD-MEMB Eagle Field Water District	Invoice	8/1/2025	INVWA1517	MEMBERSHIP	\$8,448.50	FY26 2nd Installment Membership Dues
FSWD-MEMB Fresno Slough Water District	Invoice	8/1/2025	INVWA1518	MEMBERSHIP	\$8,424.50	FY26 2nd Installment Membership Dues
JID-MEMB James Irrigation District	Invoice	8/1/2025	INVWA1519	MEMBERSHIP	\$30,809.50	FY26 2nd Installment Membership Dues
LWD-MEMB Laguna Water District	Invoice	8/1/2025	INVWA1520	MEMBERSHIP	\$619.50	FY26 2nd Installment Membership Dues
MSWD-MEMB Mercy Springs Water District	Invoice	8/1/2025	INVWA1521	MEMBERSHIP	\$7,193.50	FY26 2nd Installment Membership Dues
OLWD-MEMB Oro Loma Water District	Invoice	8/1/2025	INVWA1522	MEMBERSHIP	\$3,870.50	FY26 2nd Installment Membership Dues
PWD-MEMB Pacheco Water District	Invoice	8/1/2025	INVWA1523	MEMBERSHIP	\$51,262.00	FY26 2nd Installment Membership Dues
RD1606-MEMB Reclamation District 1606	Invoice	8/1/2025	INVWA1524	MEMBERSHIP	\$329.00	FY26 2nd Installment Membership Dues
TID-MEMB Tranquillity Irrigation District	Invoice	8/1/2025	INVWA1525	MEMBERSHIP	\$24,023.50	FY26 2nd Installment Membership Dues
PATTERSON-MEMB City of Patterson	Invoice	8/1/2025	INVWA1526	MEMBERSHIP	\$7,122.50	FY26 2nd Installment Membership Dues
STAN CO-MEMB Stanislaus County	Invoice	8/1/2025	INVWA1527	MEMBERSHIP	\$20,291.52	FY26 2nd Installment Membership Dues
MERCED CO-MEMB Merced County	Invoice	8/1/2025	INVWA1528	MEMBERSHIP	\$6,113.98	FY26 2nd Installment Membership Dues
OFWD-MEMB Oak Flat Water District	Invoice	8/1/2025	INVWA1529	MEMBERSHIP	\$1,709.00	FY26 2nd Installment Membership Dues
SJREC-MEMBER San Joaquin River Exchange	Invoice	8/1/2025	INVWA1530	MEMBERSHIP	\$99,396.50	FY26 2nd Installment Membership Dues
FRESNO CO-MEMB Fresno County	Invoice	8/1/2025	INVWA1531	MEMBERSHIP	\$91,162.00	FY26 2nd Installment Membership Dues
SNCWD-MEMB Santa Nella County Water District	Invoice	8/1/2025	INVWA1532	MEMBERSHIP	\$5,046.00	FY26 2nd Installment Membership Dues
AWD-MEMB Aliso Water District	Invoice	8/1/2025	INVWA1533	MEMBERSHIP	\$97,058.50	FY26 2nd Installment Membership Dues
FARMERS WD-MEMBER Farmers Water District	Invoice	8/1/2025	INVWA1534	MEMBERSHIP	\$95,353.00	FY26 2nd Installment Membership Dues
0313 Widren Water District GSA	Invoice	8/1/2025	INVWA1535	MEMBERSHIP	\$3,440.50	FY26 2nd Installment Membership Dues
SJRIP-MEMB San Joaquin River Improvement	Invoice	8/1/2025	INVWA1536	MEMBERSHIP	\$17,088.00	FY26 2nd Installment Membership Dues
WID LLC-MEMB Widren LLC	Invoice	8/1/2025	INVWA1537	MEMBERSHIP	\$2,502.00	FY26 2nd Installment Membership Dues
	Invoice	8/8/2025	INVWA1548	MISC	\$114.18	
	Invoice	8/11/2025	INVWA1355	MISC	\$1,119.68	
	Credit Memo	8/11/2025	CMWA360	MISC	(\$1,119.68)	
	Invoice	8/11/2025	INVWA1472	MISC	\$48.54	
	Invoice	8/22/2025	INVWA1549	MISC	\$114.18	
	Invoice	8/25/2025	INVWA1361	MISC	\$1,119.68	
	Invoice	8/25/2025	INVWA1367	MISC	\$1,119.68	
	Invoice	8/25/2025	INVWA1473	MISC	\$2,216.25	
Total					\$3,207,014.51	

Invoices Accrued to prior months not on last AR Report

5/31/2025	INVWA1538	\$	4,352.21
5/31/2025	INVWA1540	\$	273,077.44
5/31/2025	INVWA1541	\$	30,341.94
7/10/2025	INVWA1551	\$	1,700.00
7/26/2025	INVWA1553	\$	34.00
		\$	3,516,520.10

San Luis & Delta-Mendota Water Authority
SLDMWA
A/R Payment History by Month
August 1, 2025 - August 31, 2025

Transaction	Invoice Type	Date	Payment	Check #	Amount
Payment #PYMTWA2804 - EFWD-MISC Eagle Field Water District					
	Payment	8/4/2025	Check	003542	\$1,050.90
Amount Unapplied - Payment #PYMTWA2804 - EFWD-MISC Eagle Field Water District					\$1,050.90
Payment #PYMTWA2805 - MSWD-MISC Mercy Springs Water District					
	Payment	8/4/2025	Check	01604	\$656.47
Amount Unapplied - Payment #PYMTWA2805 - MSWD-MISC Mercy Springs Water District					\$656.47
	Payment	8/6/2025	Check	1107	\$1,119.68
					\$1,119.68
Payment #PYMTWA2802 - SLWD-MISC San Luis Water District					
	Payment	8/7/2025	Check	47719	\$28,898.21
Amount Unapplied - Payment #PYMTWA2802 - SLWD-MISC San Luis Water District					\$28,898.21
Payment #PYMTWA2803 - SLWD-MISC San Luis Water District					
	Payment	8/7/2025	Check	47731	\$139.71
Amount Unapplied - Payment #PYMTWA2803 - SLWD-MISC San Luis Water District					\$139.71
Payment #PYMTWA2806 - DPWD-MISC Del Puerto Water District					
	Payment	8/11/2025	Check	19288	\$139.71
Amount Unapplied - Payment #PYMTWA2806 - DPWD-MISC Del Puerto Water District					\$139.71
Payment #PYMTWA2807 - WID LLC-MEMB Widren LLC					
	Payment	8/11/2025	Check	1917	\$2,502.00
Amount Unapplied - Payment #PYMTWA2807 - WID LLC-MEMB Widren LLC					\$2,502.00
Payment #PYMTWA2808 - 0313 Widren Water District GSA					
	Payment	8/11/2025	Check	2503	\$3,440.50
Amount Unapplied - Payment #PYMTWA2808 - 0313 Widren Water District GSA					\$3,440.50
Payment #PYMTWA2832 - ACWA ACWA/JPIA					
	Payment	8/11/2025			\$1,700.00
Amount Unapplied - Payment #PYMTWA2832 - ACWA ACWA/JPIA					\$1,700.00
Payment #PYMTWA2809 - FSWD-MEMB Fresno Slough Water District					
	Payment	8/13/2025	Check	2067	\$8,424.50
Amount Unapplied - Payment #PYMTWA2809 - FSWD-MEMB Fresno Slough Water District					\$8,424.50
Payment #PYMTWA2810 - TID-MEMB Tranquillity Irrigation District					
	Payment	8/13/2025	Check	1030	\$24,023.50
Amount Unapplied - Payment #PYMTWA2810 - TID-MEMB Tranquillity Irrigation District					\$24,023.50
Payment #PYMTWA2811 - PANOCHE-MEMB Panoche Water District					
	Payment	8/13/2025	Check	Wire#88967251	\$74,951.00
Amount Unapplied - Payment #PYMTWA2811 - PANOCHE-MEMB Panoche Water District					\$74,951.00
Payment #PYMTWA2812 - PDD-MEMB Panoche Drainage District					
	Payment	8/13/2025	Check	Wire#88968329	\$52,243.00
Amount Unapplied - Payment #PYMTWA2812 - PDD-MEMB Panoche Drainage District					\$52,243.00
Payment #PYMTWA2813 - PDD-MEMB Panoche Drainage District					
	Payment	8/13/2025	Check	Wire#88968328	\$52,243.00
Amount Unapplied - Payment #PYMTWA2813 - PDD-MEMB Panoche Drainage District					\$52,243.00
Payment #PYMTWA2814 - PWD-MEMB Pacheco Water District					
	Payment	8/14/2025	Check	7694	\$51,262.00
Amount Unapplied - Payment #PYMTWA2814 - PWD-MEMB Pacheco Water District					\$51,262.00
Payment #PYMTWA2815 - PWD-MISC Pacheco Water District					
	Payment	8/14/2025	Check	7694	\$2,329.04
Amount Unapplied - Payment #PYMTWA2815 - PWD-MISC Pacheco Water District					\$2,329.04
Payment #PYMTWA2816 - WWD-MEMB Westlands Water District					
	Payment	8/14/2025	Check	055973	\$149,078.67
Amount Unapplied - Payment #PYMTWA2816 - WWD-MEMB Westlands Water District					\$149,078.67
Payment #PYMTWA2817 - SJRIP-MEMB San Joaquin River Improvement Project					
	Payment	8/18/2025	Check	ACH	\$17,088.00
Amount Unapplied - Payment #PYMTWA2817 - SJRIP-MEMB San Joaquin River Improvement Project					\$17,088.00
Payment #PYMTWA2818 - BCID-MEMB Banta-Carbona Irrigation District					
	Payment	8/18/2025	Check	11021	\$13,808.50
Amount Unapplied - Payment #PYMTWA2818 - BCID-MEMB Banta-Carbona Irrigation District					\$13,808.50
Payment #PYMTWA2819 - FARMERS WD-MEMBER Farmers Water District					
	Payment	8/18/2025	Check	6366	\$115,324.50
Amount Unapplied - Payment #PYMTWA2819 - FARMERS WD-MEMBER Farmers Water District					\$115,324.50
Payment #PYMTWA2820 - GWD-MEMB Grassland Water District					
	Payment	8/18/2025	Check	6646	\$125,016.00

Amount Unapplied - Payment #PYMTWA2820 - GWD-MEMB Grassland Water District				\$125,016.00
Payment #PYMTWA2821 - HMRD#2131 Henry Miller Reclamation District #2131				
	Payment	8/18/2025	Check 024074	\$78,332.00
Amount Unapplied - Payment #PYMTWA2821 - HMRD#2131 Henry Miller Reclamation District #2131				\$78,332.00
Payment #PYMTWA2822 - JID-MEMB James Irrigation District				
	Payment	8/18/2025	Check 055249	\$30,809.50
Amount Unapplied - Payment #PYMTWA2822 - JID-MEMB James Irrigation District				\$30,809.50
Payment #PYMTWA2823 - LWD-MEMB Laguna Water District				
	Payment	8/18/2025	Check 3057	\$619.50
Amount Unapplied - Payment #PYMTWA2823 - LWD-MEMB Laguna Water District				\$619.50
Payment #PYMTWA2824 - OLWD-MEMB Oro Loma Water District				
	Payment	8/18/2025	Check 207	\$3,870.50
Amount Unapplied - Payment #PYMTWA2824 - OLWD-MEMB Oro Loma Water District				\$3,870.50
Payment #PYMTWA2825 - SNCWD-MEMB Santa Nella County Water District				
	Payment	8/18/2025	Check 16605	\$5,046.00
Amount Unapplied - Payment #PYMTWA2825 - SNCWD-MEMB Santa Nella County Water District				\$5,046.00
Payment #PYMTWA2826 - WSID-MEMB West Stanislaus Irrigation District				
	Payment	8/18/2025	Check 9846	\$50,066.50
Amount Unapplied - Payment #PYMTWA2826 - WSID-MEMB West Stanislaus Irrigation District				\$50,066.50
Payment #PYMTWA2827 - SLWD-MEMB San Luis Water District				
	Payment	8/20/2025	Check 47762	\$331.50
Amount Unapplied - Payment #PYMTWA2827 - SLWD-MEMB San Luis Water District				\$331.50
Payment #PYMTWA2828 - SLWD-MEMB San Luis Water District				
	Payment	8/20/2025	Check 47752	\$109,271.00
Amount Unapplied - Payment #PYMTWA2828 - SLWD-MEMB San Luis Water District				\$109,271.00
Payment #PYMTWA2834 - CCC-MEMB Columbia Canal Company				
	Payment	8/21/2025	Check 17576	\$28,315.50
Amount Unapplied - Payment #PYMTWA2834 - CCC-MEMB Columbia Canal Company				\$28,315.50
Payment #PYMTWA2835 - BVWD-MEMB Broadview Water District				
	Payment	8/21/2025	Check 056063	\$20,121.50
Amount Unapplied - Payment #PYMTWA2835 - BVWD-MEMB Broadview Water District				\$20,121.50
Payment #PYMTWA2836 - BBID-MEMB Byron-Bethany Irrigation District				
	Payment	8/25/2025	Check 47728	\$18,838.00
Amount Unapplied - Payment #PYMTWA2836 - BBID-MEMB Byron-Bethany Irrigation District				\$18,838.00
Payment #PYMTWA2837 - CCID-MEMB Central California Irrigation District				
	Payment	8/25/2025	Check 251243	\$262,201.50
Amount Unapplied - Payment #PYMTWA2837 - CCID-MEMB Central California Irrigation District				\$262,201.50
Payment #PYMTWA2838 - CDD-MEMB Charleston Drainage District				
	Payment	8/25/2025	Check 003078	\$20,820.00
Amount Unapplied - Payment #PYMTWA2838 - CDD-MEMB Charleston Drainage District				\$20,820.00
Payment #PYMTWA2839 - DPWD-MEMB Del Puerto Water District				
	Payment	8/25/2025	Check 19316	\$132,097.50
Amount Unapplied - Payment #PYMTWA2839 - DPWD-MEMB Del Puerto Water District				\$132,097.50
Payment #PYMTWA2840 - EFWD-MEMB Eagle Field Water District				
	Payment	8/25/2025	Check 003546	\$8,448.50
Amount Unapplied - Payment #PYMTWA2840 - EFWD-MEMB Eagle Field Water District				\$8,448.50
Payment #PYMTWA2841 - JID-MEMB James Irrigation District				
	Payment	8/25/2025	Check 055318	\$30,809.50
Amount Unapplied - Payment #PYMTWA2841 - JID-MEMB James Irrigation District				\$30,809.50
Payment #PYMTWA2842 - MSWD-MEMB Mercy Springs Water District				
	Payment	8/25/2025	Check 01607	\$7,193.50
Amount Unapplied - Payment #PYMTWA2842 - MSWD-MEMB Mercy Springs Water District				\$7,193.50
Payment #PYMTWA2843 - PID-MEMB Patterson Irrigation District				
	Payment	8/25/2025	Check 008521	\$24,097.50
Amount Unapplied - Payment #PYMTWA2843 - PID-MEMB Patterson Irrigation District				\$24,097.50
Payment #PYMTWA2844 - RD1606-MEMB Reclamation District 1606				
	Payment	8/25/2025	Check 001202	\$329.00
Amount Unapplied - Payment #PYMTWA2844 - RD1606-MEMB Reclamation District 1606				\$329.00
Payment #PYMTWA2845 - AWD-MEMB Aliso Water District				
	Payment	8/28/2025	Check 1523	\$97,058.50
Amount Unapplied - Payment #PYMTWA2845 - AWD-MEMB Aliso Water District				\$97,058.50
Payment #PYMTWA2846 - STAN CO-MEMB Stanislaus County				
	Payment	8/28/2025	Check 991049664	\$20,291.52
Amount Unapplied - Payment #PYMTWA2846 - STAN CO-MEMB Stanislaus County				\$20,291.52
Amount Unapplied				\$1,674,407.41
Additional Payments not on last report				
		7/30/2025	PYMTWA2829	\$ 114.18
		7/30/2025	PYMTWA2830	\$ 114.18
		7/30/2025	PYMTWA2831	\$ 114.18

San Luis & Delta-Mendota Water Authority
Cash Activity Detail Report - Operational
For Month Ending August 31, 2025

Daily Interest Rates: Type of Account: Account #:		Cash on Hand	0.00% CWB Checking	0.00% CWB Payroll	0.65% CWB Transactional	0.65% CWB Emergency Reserve 4858	4.34% CWB Money Mkt	4.19% Cal Trust 2510 Short Term 201	3.94% Cal Trust 2510 Medium Term 202	4.34% Cal Trust 2510 Liquidity 203	4.26% LAIF 4-006	Petty Cash	Total
Cash Balance as of 07/31/2025		0.00	(575,993.20)	10,789.77	956,332.64	2,193,521.93	8,056,230.90	575,409.62	527,199.44	27,489,170.95	68,906.70	1,000.00	39,302,568.75
Date	Receipts - Remote Deposit												
08/04/25	Deposit	0.00	0.00	0.00	15,575.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,575.65
08/06/25	Deposit	0.00	0.00	0.00	1,119.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,119.68
08/07/25	Deposit	0.00	0.00	0.00	29,037.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29,037.92
08/11/25	Deposit	0.00	0.00	0.00	130,507.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	130,507.94
08/13/25	Deposit	0.00	0.00	0.00	32,448.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32,448.00
08/14/25	Deposit	0.00	0.00	0.00	413,106.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	413,106.36
08/18/25	Deposit	0.00	0.00	0.00	803,591.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	803,591.32
08/20/25	Deposit	0.00	0.00	0.00	109,602.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	109,602.50
08/22/25	Deposit	0.00	0.00	0.00	48,437.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48,437.00
08/25/25	Deposit	0.00	0.00	0.00	526,830.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	526,830.10
08/28/25	Deposit	0.00	0.00	0.00	117,350.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	117,350.02
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	Receipts - Wires & ACH												
08/07/25	San Benito County Water District	0.00	0.00	0.00	97,829.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97,829.37
08/13/25	Byron Bethany Irrigation District	0.00	0.00	0.00	715.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	715.09
08/13/25	Panoche Water District	0.00	0.00	0.00	74,951.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	74,951.00
08/13/25	Panoche Water District	0.00	0.00	0.00	162,690.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	162,690.55
08/13/25	Panoche Drainage District	0.00	0.00	0.00	52,243.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52,243.00
08/13/25	Panoche Drainage District	0.00	0.00	0.00	52,243.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52,243.00
08/14/25	San Luis Water District	0.00	0.00	0.00	270,716.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	270,716.38
08/15/25	Westlands Water District	0.00	0.00	0.00	4,889.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,889.13
08/15/25	Panoche Water District	0.00	0.00	0.00	5,808.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,808.24
08/15/25	Westlands Water District	0.00	0.00	0.00	5,978.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,978.02
08/15/25	Westlands Water District	0.00	0.00	0.00	3,868,813.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,868,813.80
08/18/25	SJRIP-2nd Membership Due	0.00	0.00	0.00	17,088.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,088.00
08/18/25	Friant Water Authority	0.00	0.00	0.00	1,374,855.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,374,855.24
08/25/25	BOR/Refuge	0.00	0.00	0.00	1,730,667.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,730,667.73
08/25/25	BOR/Refuge (Fresno Office)	0.00	0.00	0.00	32,551.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32,551.03
		0.00	0.00	0.00	7,752,039.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,752,039.58
Date	To/From Operational / DHCCP												
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	To/From Grant Funds-Trans												
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	Checks Written												
08/04/25	Final Paycheck	0.00	0.00	(5,789.77)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(5,789.77)
08/07/25	Accounts Payable	0.00	(934,883.42)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(934,883.42)
08/13/25	Accounts Payable	0.00	(259,284.29)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(259,284.29)
08/20/25	Accounts Payable	0.00	(45,667.88)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(45,667.88)
08/27/25	Accounts Payable	0.00	(806,761.69)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(806,761.69)
		0.00	(2,046,597.28)	(5,789.77)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(2,052,387.05)
Date	ACH Payments												
08/08/25	EE Assoc 7/19-8/1/25	0.00	(430.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(430.00)
08/08/25	ICMA Retirement 7/19-8/1	0.00	(110,313.72)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(110,313.72)
08/22/25	EE Assoc 8/2/25-8/15/25	0.00	(430.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(430.00)
08/22/25	ICMA Retirement 8/2/25-8/15/25	0.00	(106,663.26)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(106,663.26)
08/27/25	Shepherd OU	0.00	(6,568.09)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(6,568.09)
08/28/25	Visa Payments	0.00	(21,404.19)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(21,404.19)
		0.00	(245,809.26)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(245,809.26)
Date	Transfers												
08/06/25	Funding for Accounts Payable	0.00	0.00	0.00	600,000.00	0.00	(600,000.00)	0.00	0.00	0.00	0.00	0.00	0.00
08/07/25	Funding for Accounts Payable	0.00	0.00	0.00	650,000.00	0.00	(650,000.00)	0.00	0.00	0.00	0.00	0.00	0.00
08/26/25	Funding for Investment	0.00	0.00	0.00	(5,000,000.00)	0.00	0.00	0.00	0.00	5,000,000.00	0.00	0.00	0.00
08/27/25	Funding for Final Check	0.00	0.00	6,265.48	(6,265.48)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08/28/25	Funding for Accounts Payable	0.00	0.00	0.00	750,000.00	0.00	(750,000.00)	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	6,265.48	(3,006,265.48)	0.00	(2,000,000.00)	0.00	0.00	5,000,000.00	0.00	0.00	0.00

San Luis & Delta-Mendota Water Authority
Cash Activity Detail Report - Operational
For Month Ending August 31, 2025

[illegible]

Note: Daily Interest Rates are through 08/31/2025

San Luis & Delta-Mendota Water Authority
Grant and USBR Funds Cash Activity Detail Report
For Month Ending August 31, 2025

		CWB Checking Grants *8778	CWB Checking DMC Subsidence Correction Funding *1787	CWB Checking USBR Rewind *8751	CWB Checking IRWM P1R1 *0659	CalTrust Solar Over Canal 0200	Total
Account #:							
Cash Balance as of 07/31/2025		0.00	0.00	0.00	0.00	21,896.49	0.00
Date	Receipts - Remote Deposit						
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
Date	Receipts - Wires & ACH						
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
Date	Checks Written						
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
Date	Wires In from						
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
Date	Wires Out						
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
Date	Interest Earned						
		0.00	0.00	0.00	0.00	0.00	0.00
	08/29/25 Interest Earned	0.00	0.00	0.00	0.00	80.65	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	80.65	0.00
Date	Reversal of Annual Fee						
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
Date	Bank Fee/Bank Error/Adjustments						
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
Cash Balance as of 08/29/2025		0.00	0.00	0.00	0.00	21,977.14	21,977.14

*Non-Interest Bearing Account

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09/09/25

San Luis & Delta-Mendota Water Authority
Cash Activity Detail Report - JPP Unit Rewinds Bond 2021A
For Month Ending August 31, 2025

Account Information:		CVCB Bond 2021A	US Bank Bond 2021A	Total
Cash Balance as of 07/31/2025		0.00	460,158.50	460,158.50
Date	Payment Receipts			
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
Date	To/From CAR - Operational			
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
Date	Reversal of Annual Fee			
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
Date	Interest Earned / Adjustments			
08/31/25	Interest Earned	0.00	1,538.69	1,538.69
		0.00	0.00	0.00
		0.00	1,538.69	1,538.69
Cash Balance as of 08/29/2025		0.00	461,697.19	461,697.19

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09/09/25

San Luis & Delta-Mendota Water Authority
SLDMWA
A/P Register
August 1, 2025 - August 31, 2025

Account Type	Date	Document	Vendor	Paid
ACCOUNTS PAYABLE				
Vendor Bill Payment	8/7/2025	43253	1007 ACWA/JPIA - Crime/Property/Liability/Cyber Insura	\$68,164.97
Vendor Bill Payment	8/7/2025	43254	1261 ADVANCED CHEMICAL TRANSPORT, INC. dba /	\$2,478.60
Vendor Bill Payment	8/7/2025	43255	25716 AMAZON CAPITAL SERVICES, INC.	\$555.13
Vendor Bill Payment	8/7/2025	43256	1269 AT&T 831-001-0448 912	\$995.00
Vendor Bill Payment	8/7/2025	43257	25725 BARNES WELDING	\$33.53
Vendor Bill Payment	8/7/2025	43258	1675 BLOOMBERG INC.	\$2,886.00
Vendor Bill Payment	8/7/2025	43259	2445 CABLE & WIRELESS TECHNOLOGIES INC.	\$548.44
Vendor Bill Payment	8/7/2025	43260	25696 CAL ELECTRO, INC.	\$6,900.27
Vendor Bill Payment	8/7/2025	43261	25568 CALIFORNIA STRATEGIES & ADVOCACY, LLC	\$18,750.00
Vendor Bill Payment	8/7/2025	43262	2362 CALTRONICS BUSINESS SYSTEMS	\$2,224.20
Vendor Bill Payment	8/7/2025	43263	2407 CDM SMITH INC.	\$190,675.26
Vendor Bill Payment	8/7/2025	43264	2250 CDW GOVERNMENT	\$10,013.98
Vendor Bill Payment	8/7/2025	43265	25665 DELTA DISPOSAL SERVICE, INC - 3354600	\$2,011.50
Vendor Bill Payment	8/7/2025	43266	25768 DRYCO CONSTRUCTION, INC.	\$114,741.00
Vendor Bill Payment	8/7/2025	43267	3086 EKI ENVIRONMENT & WATER, INC.	\$113,477.78
Vendor Bill Payment	8/7/2025	43268	3610 FASTRAK	\$8.00
Vendor Bill Payment	8/7/2025	43269	1213-EMPLOYEE	\$250.00
Vendor Bill Payment	8/7/2025	43270	3597 FOLEY & LARDNER LLP	\$32,095.13
Vendor Bill Payment	8/7/2025	43271	2605-EMPLOYEE	\$208.87
Vendor Bill Payment	8/7/2025	43272	4123 GILL MOTORS TRACY INC./TRACY CHRYSLER	\$152.76
Vendor Bill Payment	8/7/2025	43273	25550 GILTON SOLID WASTE MANAGEMENT INC. / I	\$88.85
Vendor Bill Payment	8/7/2025	43274	25626 HALLMARK GROUP	\$236,956.38
Vendor Bill Payment	8/7/2025	43275	25761 HANSON ENVIRONMENTAL	\$5,800.00
Vendor Bill Payment	8/7/2025	43276	4531 HIXCO	\$1,234.79
Vendor Bill Payment	8/7/2025	43277	4633 HOIST & CRANE SERVICE, INC.	\$1,200.00
Vendor Bill Payment	8/7/2025	43278	4500 HOLT OF CALIFORNIA	\$51.93
Vendor Bill Payment	8/7/2025	43279	4528 HOME DEPOT CREDIT SERVICES	\$3,408.90
Vendor Bill Payment	8/7/2025	43280	25594 HOUSTON ENGINEERING, INC.	\$3,612.00
Vendor Bill Payment	8/7/2025	43281	25723 JOE HASSAN'S INC.	\$572.97
Vendor Bill Payment	8/7/2025	43282	6049 KAHN, SOARES & CONWAY, LLP	\$1,301.10
Vendor Bill Payment	8/7/2025	43283	25778 KELE, INC.	\$610.99
Vendor Bill Payment	8/7/2025	43284	6052 KEY-SEAL PRODUCTS, INC.	\$1,124.38
Vendor Bill Payment	8/7/2025	43285	2602 KNIFE RIVER CONSTRUCTION - 370899	\$452.63
Vendor Bill Payment	8/7/2025	43286	6026 KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD	\$4,075.70
Vendor Bill Payment	8/7/2025	43287	25518 LOS BANOS PROPERTY MANAGEMENT SERV	\$9,009.95
Vendor Bill Payment	8/7/2025	43288	7008 MARFAB INC.	\$198.19
Vendor Bill Payment	8/7/2025	43289	25863 MATARAZZO LAW, A PROFESSIONAL CORPO	\$3,547.60
Vendor Bill Payment	8/7/2025	43290	7030 MCMASTER-CARR	\$396.66
Vendor Bill Payment	8/7/2025	43291	7009 MERCED COUNTY REG. WASTE MGMT AUTHO	\$118.22
Vendor Bill Payment	8/7/2025	43292	25769 N & S TRACTOR	\$512.31
Vendor Bill Payment	8/7/2025	43293	25547 O'REILLY / LOS BANOS 1068974	\$895.11
Vendor Bill Payment	8/7/2025	43294	8055 O'REILLY / TRACY 2347935	\$343.07
Vendor Bill Payment	8/7/2025	43295	8595 PACIFIC ECO-RISK LAB. INC.	\$5,254.48
Vendor Bill Payment	8/7/2025	43296	8511 PG&E 7262165466-3	\$7,464.88
Vendor Bill Payment	8/7/2025	43297	15074 PLATT	\$1,458.76
Vendor Bill Payment	8/7/2025	43298	25814 RAT INCORPORATED	\$220.00
Vendor Bill Payment	8/7/2025	43299	25754 RAZZARI FORD	\$233.39
Vendor Bill Payment	8/7/2025	43300	6805 RELX INC. DBA LEXISNEXIS	\$242.00
Vendor Bill Payment	8/7/2025	43301	25783 SANDIS	\$52,961.50
Vendor Bill Payment	8/7/2025	43302	10325 SHRED-IT, C/O STERICYCLE, INC.	\$333.40
Vendor Bill Payment	8/7/2025	43303	10314 SIERRA CHEMICAL COMPANY	\$61.13
Vendor Bill Payment	8/7/2025	43304	10002 SORENSEN'S ACE HARDWARE	\$995.21
Vendor Bill Payment	8/7/2025	43305	25872 SPARK BY HILTON	\$242.42
Vendor Bill Payment	8/7/2025	43306	25873 THE FERGUSON GROUP, LLC	\$10,000.00
Vendor Bill Payment	8/7/2025	43307	25815 TR ELECTRONIC	\$9,673.62
Vendor Bill Payment	8/7/2025	43308	10593 TRACY LOCK & SAFE	\$56.83
Vendor Bill Payment	8/7/2025	43309	10601 TURLOCK IRRIGATION DISTRICT	\$156.14

Vendor Bill Payment	8/7/2025	43310	11544 VFW FLAG SERVICE PROGRAM	\$30.00
Vendor Bill Payment	8/7/2025	43311	12111 WARDEN'S	\$1,464.82
Vendor Bill Payment	8/7/2025	43312	13002 YOUNG'S AIR CONDITIONING	\$193.00
Vendor Bill Payment	8/7/2025	43313	13605 ZORO TOOLS, INC.	\$1,159.69
ACH	8/8/2025	26130	25536 SLDMWA EE ASSOCIATION	\$430.00
ACH	8/8/2025	26131	5004 ICMA RETIREMENT TRUST	\$110,313.72
Vendor Bill Payment	8/13/2025	43314	5503 ARCTIC GLACIER USA, INC. / LOS BANOS 9610	\$612.50
Vendor Bill Payment	8/13/2025	43315	25555 ARCTIC GLACIER USA, INC. / TRACY 96103092	\$205.00
Vendor Bill Payment	8/13/2025	43316	10195 AT&T 960 758 3850 555 7	\$1,387.79
Vendor Bill Payment	8/13/2025	43317	10196 AT&T LONG DISTANCE BAN:806492911	\$37.47
Vendor Bill Payment	8/13/2025	43318	2217 C.A. SHORT COMPANY, INC	\$1,400.44
Vendor Bill Payment	8/13/2025	43319	2407 CDM SMITH INC.	\$61,377.75
Vendor Bill Payment	8/13/2025	43320	25505 CENCAL AUTO & TRUCK PARTS INC / NAPA	\$209.25
Vendor Bill Payment	8/13/2025	43321	25507 CENTRAL VALLEY SALINITY COALITION	\$9,551.74
Vendor Bill Payment	8/13/2025	43322	25793 COMMUTER INDUSTRIES, INC.	\$7,338.11
Vendor Bill Payment	8/13/2025	43323	25654-EMPLOYEE	\$346.00
Vendor Bill Payment	8/13/2025	43324	2639 DHR HYDRO SERVICES INC.	\$55,315.00
Vendor Bill Payment	8/13/2025	43325	25689 EMERALD LANDSCAPE COMPANY, INC.	\$1,678.00
Vendor Bill Payment	8/13/2025	43326	3617 FRANCHISE TAX BOARD / COURT ORDERED D	\$822.00
Vendor Bill Payment	8/13/2025	43327	4004 GILTON SOLID WASTE MANAGEMENT INC. / O	\$117.90
Vendor Bill Payment	8/13/2025	43328	12019 GRAINGER INC.	\$1,935.75
Vendor Bill Payment	8/13/2025	43329	4610 H.T. HARVEY & ASSOCIATES	\$17,985.18
Vendor Bill Payment	8/13/2025	43330	4531 HIXCO	\$486.36
Vendor Bill Payment	8/13/2025	43331	6052 KEY-SEAL PRODUCTS, INC.	\$2,227.85
Vendor Bill Payment	8/13/2025	43332	6801 LUHDORFF & SCALMANINI CONSULTING ENGII	\$2,002.00
Vendor Bill Payment	8/13/2025	43333	7008 MARFAB INC.	\$73.81
Vendor Bill Payment	8/13/2025	43334	10262 MATRIX SCIENCES INTERNATIONAL INC./SOL	\$11,935.00
Vendor Bill Payment	8/13/2025	43335	7009 MERCED COUNTY REG. WASTE MGMT AUTHO	\$185.12
Vendor Bill Payment	8/13/2025	43336	25636 MIZUNO CONSULTING, INC.	\$3,664.50
Vendor Bill Payment	8/13/2025	43337	5555 MLJ ENVIRONMENTAL	\$193.10
Vendor Bill Payment	8/13/2025	43338	25856 NOBLE TRUCK ACCESSORIES OF MODESTO,	\$129.28
Vendor Bill Payment	8/13/2025	43339	8000 OFFICE SUPPLY EXPRESS	\$47.63
Vendor Bill Payment	8/13/2025	43340	8583 PANOCHE DRAINAGE DISTRICT	\$20.67
Vendor Bill Payment	8/13/2025	43341	8581 PREMIER URGENT CARE/DBA PATEL, PULLIAN	\$68.00
Vendor Bill Payment	8/13/2025	43342	25850 PRIMO BRANDS / LBAO	\$242.79
Vendor Bill Payment	8/13/2025	43343	25851 PRIMO BRANDS / LBFO	\$240.79
Vendor Bill Payment	8/13/2025	43344	25794 RAMOS OIL COMPANY	\$6,050.18
Vendor Bill Payment	8/13/2025	43345	10000 SAVE MART SUPERMARKETS	\$39.98
Vendor Bill Payment	8/13/2025	43346	10119 SNAP-ON INDUSTRIAL	\$230.47
Vendor Bill Payment	8/13/2025	43347	10069 SUMMERS ENGINEERING, INC.	\$30,828.81
Vendor Bill Payment	8/13/2025	43348	10580 TRIANGLE ROCK PRODUCTS, LLC.	\$7,909.38
Vendor Bill Payment	8/13/2025	43349	11029 UNITED PARCEL SERVICE	\$25.00
Vendor Bill Payment	8/13/2025	43350	12003 WESTLANDS WATER DISTRICT	\$13,516.07
Vendor Bill Payment	8/13/2025	43351	12091 WHITE CAP, L.P.	\$1,118.61
Vendor Bill Payment	8/13/2025	43352	12057 WINDECKER, INC.	\$17,529.01
Vendor Bill Payment	8/13/2025	43353	25656 ZOLEO USA INC.	\$200.00
Vendor Bill Payment	8/20/2025	43354	1007 ACWA/JPIA - Crime/Property/Liability/Cyber Insura	\$14,699.00
Vendor Bill Payment	8/20/2025	43355	25716 AMAZON CAPITAL SERVICES, INC.	\$891.97
Vendor Bill Payment	8/20/2025	43356	25844 APEX POWER, ELECTRICAL SUPPLY AND SO	\$3,694.38
Vendor Bill Payment	8/20/2025	43357	25615 AT&T MOBILITY 287314028407	\$3,064.10
Vendor Bill Payment	8/20/2025	43358	1667 BLANKINSHIP, A BOWMAN COMPANY	\$276.25
Vendor Bill Payment	8/20/2025	43359	25704 CITRIN COOPERMAN ADVISORS LLC	\$4,980.00
Vendor Bill Payment	8/20/2025	43360	2631 D8A COMMUNICATION TECHNOLOGIES	\$853.00
Vendor Bill Payment	8/20/2025	43361	25831 GANNETT FLEMING, INC.	\$7,846.00
Vendor Bill Payment	8/20/2025	43362	2337-EMPLOYEE	\$250.00
Vendor Bill Payment	8/20/2025	43363	7030 MCMASTER-CARR	\$25.21
Vendor Bill Payment	8/20/2025	43364	7009 MERCED COUNTY REG. WASTE MGMT AUTHO	\$159.67
Vendor Bill Payment	8/20/2025	43365	7027 MODESTO WELDING PRODUCTS INC.	\$12.00
Vendor Bill Payment	8/20/2025	43366	7005 PACIFIC VALLEY COFFEE	\$110.80
Vendor Bill Payment	8/20/2025	43367	25638-EMPLOYEE	\$882.00
Vendor Bill Payment	8/20/2025	43368	25623 REXEL USA, INC.	\$1,493.85
Vendor Bill Payment	8/20/2025	43369	10016 SAFETY-KLEEN SYSTEMS, INC.	\$450.32
Vendor Bill Payment	8/20/2025	43370	25858 THE REGENTS OF THE UNIVERSITY OF CALIF	\$3,946.84
Vendor Bill Payment	8/20/2025	43371	10580 TRIANGLE ROCK PRODUCTS, LLC.	\$982.54
Vendor Bill Payment	8/20/2025	43372	11060 UNWIRED BROADBAND INC. A00015979	\$799.97
Vendor Bill Payment	8/20/2025	43373	25521 UNWIRED BROADBAND INC. A00019063	\$249.98

ACH	8/22/2025	26132	25536 SLDMWA EE ASSOCIATION	\$430.00
ACH	8/22/2025	26133	5004 ICMA RETIREMENT TRUST	\$106,663.26
Vendor Bill Payment	8/27/2025	43374	1041 ACWA/JPIA - Insurance Premiums	\$236,654.80
Vendor Bill Payment	8/27/2025	43375	1141 AFLAC	\$1,110.93
Vendor Bill Payment	8/27/2025	43376	1154 AIRGAS, INC.	\$2,295.41
Vendor Bill Payment	8/27/2025	43377	4085-EMPLOYEE	\$101.50
Vendor Bill Payment	8/27/2025	43378	25716 AMAZON CAPITAL SERVICES, INC.	\$1,211.20
Vendor Bill Payment	8/27/2025	43379	25844 APEX POWER, ELECTRICAL SUPPLY AND SO	\$6,416.46
Vendor Bill Payment	8/27/2025	43380	6006 APPLIED INDUSTRIAL TECHNOLOGIES INC.	\$1,105.44
Vendor Bill Payment	8/27/2025	43381	1234 AUTOMATION DIRECT	\$415.95
Vendor Bill Payment	8/27/2025	43382	2217 C.A. SHORT COMPANY, INC	\$1,370.25
Vendor Bill Payment	8/27/2025	43383	1548 C.H. BULL CO. INC.	\$7,132.29
Vendor Bill Payment	8/27/2025	43384	25568 CALIFORNIA STRATEGIES & ADVOCACY, LLC	\$18,750.00
Vendor Bill Payment	8/27/2025	43385	2407 CDM SMITH INC.	\$39,675.34
Vendor Bill Payment	8/27/2025	43386	2250 CDW GOVERNMENT	\$303.75
Vendor Bill Payment	8/27/2025	43387	2105 COUNTY OF STANISLAUS / Fink Road Landfill	\$155.44
Vendor Bill Payment	8/27/2025	43388	2519 DELTA DISPOSAL SERVICE - 3354700	\$867.76
Vendor Bill Payment	8/27/2025	43389	25665 DELTA DISPOSAL SERVICE, INC - 3354600	\$3,570.10
Vendor Bill Payment	8/27/2025	43390	2639 DHR HYDRO SERVICES INC.	\$5,220.00
Vendor Bill Payment	8/27/2025	43391	25768 DRYCO CONSTRUCTION, INC.	\$25,929.55
Vendor Bill Payment	8/27/2025	43392	25870-EMPLOYEE	\$178.00
Vendor Bill Payment	8/27/2025	43393	10116 FERGUSON ENTERPRISES, LLC dba STOCKT	\$496.71
Vendor Bill Payment	8/27/2025	43394	4610 H.T. HARVEY & ASSOCIATES	\$14,915.63
Vendor Bill Payment	8/27/2025	43395	25626 HALLMARK GROUP	\$213,730.30
Vendor Bill Payment	8/27/2025	43396	4605 HOMEWOOD SUITES	\$739.50
Vendor Bill Payment	8/27/2025	43397	5021 INDUSTRIAL ELECTRICAL COMPANY	\$2,137.30
Vendor Bill Payment	8/27/2025	43398	5047 INDUSTRIAL SCIENTIFIC CORP.	\$971.19
Vendor Bill Payment	8/27/2025	43399	6049 KAHN, SOARES & CONWAY, LLP	\$90.35
Vendor Bill Payment	8/27/2025	43400	25668-EMPLOYEE	\$128.17
Vendor Bill Payment	8/27/2025	43401	25778 KELE, INC.	\$8.11
Vendor Bill Payment	8/27/2025	43402	6801 LUHDORFF & SCALMANINI CONSULTING ENGI	\$4,070.00
Vendor Bill Payment	8/27/2025	43403	7030 MCMASTER-CARR	\$692.62
Vendor Bill Payment	8/27/2025	43404	7009 MERCED COUNTY REG. WASTE MGMT AUTHO	\$28.00
Vendor Bill Payment	8/27/2025	43405	5555 MLJ ENVIRONMENTAL	\$13,179.87
Vendor Bill Payment	8/27/2025	43406	7529 NEW YORK LIFE INSURANCE	\$778.03
Vendor Bill Payment	8/27/2025	43407	8000 OFFICE SUPPLY EXPRESS	\$56.53
Vendor Bill Payment	8/27/2025	43408	8570 PACIFIC BAY EQUIPMENT	\$657.69
Vendor Bill Payment	8/27/2025	43409	7005 PACIFIC VALLEY COFFEE	\$117.30
Vendor Bill Payment	8/27/2025	43410	7583 PETTY CASH LBFO	\$81.41
Vendor Bill Payment	8/27/2025	43411	25529 PG&E 0664015301-8	\$83.14
Vendor Bill Payment	8/27/2025	43412	25531 PG&E 2125628853-7	\$60.54
Vendor Bill Payment	8/27/2025	43413	25530 PG&E 8833159983-2	\$2,196.97
Vendor Bill Payment	8/27/2025	43414	9574 PITNEY BOWES-RESERVE ACCOUNT	\$1,500.00
Vendor Bill Payment	8/27/2025	43415	15074 PLATT	\$1,349.30
Vendor Bill Payment	8/27/2025	43416	25847 PRIMO BRANDS / OPP	\$141.90
Vendor Bill Payment	8/27/2025	43417	25859 PRIMO BRANDS / TFO	\$204.74
Vendor Bill Payment	8/27/2025	43418	15015 PRINCIPAL LIFE INSURANCE COMPANY	\$6,500.96
Vendor Bill Payment	8/27/2025	43419	15085 PUBLIC POLICY INSTITUTE OF CA	\$10,000.00
Vendor Bill Payment	8/27/2025	43420	25794 RAMOS OIL COMPANY	\$4,517.59
Vendor Bill Payment	8/27/2025	43421	25814 RAT INCORPORATED	\$220.00
Vendor Bill Payment	8/27/2025	43422	25637-EMPLOYEE	\$101.50
Vendor Bill Payment	8/27/2025	43423	25623 REXEL USA, INC.	\$2,036.75
Vendor Bill Payment	8/27/2025	43424	25837 RONALD MILLIGAN	\$3,060.00
Vendor Bill Payment	8/27/2025	43425	4592 SGS NORTH AMERICA, INC.	\$777.24
Vendor Bill Payment	8/27/2025	43426	10314 SIERRA CHEMICAL COMPANY	\$65.30
Vendor Bill Payment	8/27/2025	43427	25706 SOUTHERN TIRE MART, LLC	\$606.00
Vendor Bill Payment	8/27/2025	43428	10105 STOCKTON FENCE & MAT. INC	\$805.68
Vendor Bill Payment	8/27/2025	43429	10623 TRI AIR TESTING, INC.	\$256.00
Vendor Bill Payment	8/27/2025	43430	10580 TRIANGLE ROCK PRODUCTS, LLC.	\$3,926.91
Vendor Bill Payment	8/27/2025	43431	11042 ULINE	\$49.73
Vendor Bill Payment	8/27/2025	43432	25823 US BRONZE FOUNDRY & MACHINE INC.	\$161,130.00
Vendor Bill Payment	8/27/2025	43433	12096 WEX BANK	\$765.39
Vendor Bill Payment	8/27/2025	43434	12119 WIENHOFF DRUG TESTING	\$360.00
Vendor Bill Payment	8/27/2025	43435	13511 YANCEY HOME CENTER	\$34.50
Vendor Bill Payment	8/27/2025	43436	13605 ZORO TOOLS, INC.	\$668.67
ACH	8/27/2025	26134	10327 SHEPHERD OU	\$6,568.09

ACH	8/28/2025		VISA PAYMENT	\$21,404.19
WIRE	8/28/2025	26135	25583 U.S. BANK / 6712291400	\$59,484.80
WIRE	8/28/2025	26136	25584 U.S. BANK / 6712285200	\$97,685.00
WIRE	8/28/2025	26137	11045 BUREAU OF RECLAMATION - SL JOINT/USBR	\$1,346,457.90
WIRE	8/28/2025	26138	11045 BUREAU OF RECLAMATION - SL JOINT/USBR	\$2,300,000.00
Total - ACCOUNTS PAYABLE				\$6,096,034.24
Total				\$6,096,034.24

San Luis & Delta-Mendota Water Authority

Activity Agreements Budget to Actual

Paid/Pending Comparison Summary

March 1, 2025 through August 31, 2025

FAC 10/06/25 & BOD 10/09/25

	FY Budget 3/1/25 - 2/28/26	Actual To Date Paid/Expense	% of Budget	Amount Remaining
03 General Membership	1,253,323	548,046	43.73%	705,277
05 Leg/CVP Operations	3,789,242	1,066,717	28.15%	2,722,525
35 Contract Renewal Coordinator	200	38	19.08%	162
28 Yuba County Water Transfers	23,000	15,848	68.90%	7,152
22 Grassland Basin Drainage #3A	1,793,749	512,311	28.56%	1,281,438
63 SGMA - Coordinated	1,320,895	382,089	28.93%	938,806
64 SGMA - Northern Delta-Mendota Region	451,451	53,886	11.94%	397,565
65 SGMA - Central Delta-Mendota Region	451,451	93,125	20.63%	358,326
67 Integrated Regional Water Management	110,977	7,107	6.40%	103,870
68 Los Vaqueros Reservoir Expansion Project	1,700	38	2.25%	1,662
44 Exchange Contractors - 5 Year Transfer	20,000	12,802	64.01%	7,198
56 Long-Term North to South Water Transfer	40,832	1,530	3.75%	39,302
57 North to South Water Transfer Program	88,448	37,330	42.21%	51,118
69 B.F. Sisk Dam Raise & Reservoir Exp	4,084,755	750,103	18.36%	3,334,652
16 DHCCP	166	38	22.99%	128
TOTAL	13,430,189	3,481,009	25.92%	9,949,180
	6/12 X 13,430,189	\$ 6,715,095	50.00%	
	Budget vs. Actual	<u>3,234,086</u>		



Official Memorandum

PO Box 2157
Los Baños, CA 93635
sldmwa.org

TO: Pablo Arroyave, Chief Operating Officer

FROM: Raymond Tarka, Director of Finance
Darlene Neves, Accounting Supervisor

DATES: 10.06.25 FAC and 10.09.25 BOD

RE: FY26 O&M Budget to Actual Report Through August 31, 2025

2025 Water Year (FY 3/1/24-2/28/25) attachment 1

Self-Funding actual expenses (paid and pending) for SLDMWA Routine O&M through August 31, 2025 are under budget by \$977,614, or 8.59 %. This favorable variance is the result of timing differences for O&M expenses in most cost pools. DCI Conveyance Costs are trending slightly overbudget at this time.

Outstanding

FY24 PUE True-Up

Reclamation provided their FY24 PUE True -Up in August, 2025 in the amount of \$4.3MM relating the SLDMWA's FY24(WY23) and FY25(WY24). Sufficient cash was available to the amount currently due of \$1.3M with the remainder to paid out over the next twelve months. The True-Up expense was appropriately allocated and recorded to the respective water years and will be recovered in the final accountings for those years.

Intertie Conveyance Cost Update

On April 23, 2025 Staff was advised by DWR that the FY26 conveyance charges for water movement from the DCI to O'Neill Forebay have been revised to include a capital component. The new conveyance rate for the current year is \$ 32.66 per acre-foot. This is an increase of \$3.93 (14%) over the previous rate used in WY25 rate setting. In addition to the current year rate change, DWR advised us in letters dated June and September, 2025 of revisions to their conveyance charges for Calendar year 2024 totaling an additional \$1.07 per Acre-Foot. The change increased conveyance costs for FY24 by \$114,415, and \$905,498 for FY25.

Audited Financial Statements FY2023 & FY2024

FY2023-24 Audit is underway and staff is working to provide the auditors with all necessary information. Auditors are currently working on the required FAR Compliance Audit of the \$2.1M received under the 2021 Federal Grant/Cooperative Agreement awarded by Reclamation for the feasibility phase of the DMC Subsidence Project.



San Luis & Delta Mendota-Water Authority
FY26 O&M Budget to Actual Report
10.06.25 FAC and 10.09.25 BOD

ANNUAL R, O&M BUDGET BY COST POOLS MARCH 1, 2025 - FEBRUARY 28, 2026

	Total	UPPER	Intertie	Volta Wells	LWR/POOL	O'NEILL O&M		
						DIRECT	STORAGE	SL DRAIN
DMC	\$ 9,181,247	\$ 5,539,964			\$ 3,641,283			
JPP	\$ 5,118,006	\$ 5,489,363						
WW	\$ 138,430	\$ 103,823			\$ 34,609			
Intertie O&M	\$ 571,255	\$ 571,255						
DCI DWR Conveyance	\$ 3,519,425		\$ 3,519,425					
Volta Wells	\$ 31,810			\$ 69,935				
Mendota Pool	\$ 226,779				\$ 226,779			
O'Neill	\$ 3,783,275					\$ 2,988,787	\$ 794,487.75	
SL Drain	\$ 180,904							\$ 245,213
	\$ 22,751,131	\$ 11,704,405	\$ 3,519,425	\$ 69,935	\$ 3,902,670	\$ 2,988,787	\$ 794,488	\$ 245,213
O&M	\$ 14,991,387							
DCI DWR Conveyance	\$ 7,759,744							

R, O&M BUDGET BY COST POOLS THROUGH: AUGUST 31, 2025
50.00%

	Total	UPPER	Intertie	Volta Wells	LWR	O'NEILL O&M		
						DIRECT	STORAGE	SL DRAIN
DMC	\$ 4,590,624	\$ 2,769,982			\$ 1,820,641			
JPP	\$ 2,559,003	\$ 2,559,003						
WW	\$ 69,215	\$ 51,911			\$ 17,304			
Intertie O&M	\$ 285,628		\$ 285,628					
DCI DWR Conveyance	\$ 1,759,713		\$ 1,759,713					
Volta Wells	\$ 15,905			\$ 15,905				
Mendota Pool	\$ 113,390				\$ 113,390			
O'Neill	\$ 1,891,638					\$ 1,494,394	\$ 397,244	
SL Drain	\$ 90,452							\$ 90,452
	\$ 11,375,566	\$ 5,380,896	\$ 2,045,340	\$ 15,905	\$ 1,951,335	\$ 1,494,394	\$ 397,244	\$ 90,452

R, O&M Actual COSTS BY COST POOLS THROUGH: AUGUST 31, 2025

	Total	UPPER	Intertie	Volta Wells	LWR/POOL	O'NEILL O&M		
						DIRECT	STORAGE	SL DRAIN
DMC	\$ 3,872,409	\$ 2,336,612			\$ 1,535,797			
JPP	\$ 2,287,853	\$ 2,287,853						
WW	\$ 56,093	\$ 42,070			\$ 14,023			
Intertie O&M	\$ 224,411	\$ 224,411						
DCI DWR Conveyance	\$ 2,102,910		\$ 2,102,910					
Volta Wells	\$ 1,192			\$ 1,192				
Mendota Pool	\$ 147,146				\$ 147,146			
O'Neill	\$ 1,659,571					\$ 1,311,061	\$ 348,510	
SL Drain	\$ 46,367							\$ 46,367
	\$ 10,397,952	\$ 4,890,945	\$ 2,102,910	\$ 1,192	\$ 1,696,967	\$ 1,311,061	\$ 348,510	\$ 46,367

R, O&M BUDGET vs Actual COSTS THROUGH: AUGUST 31, 2025

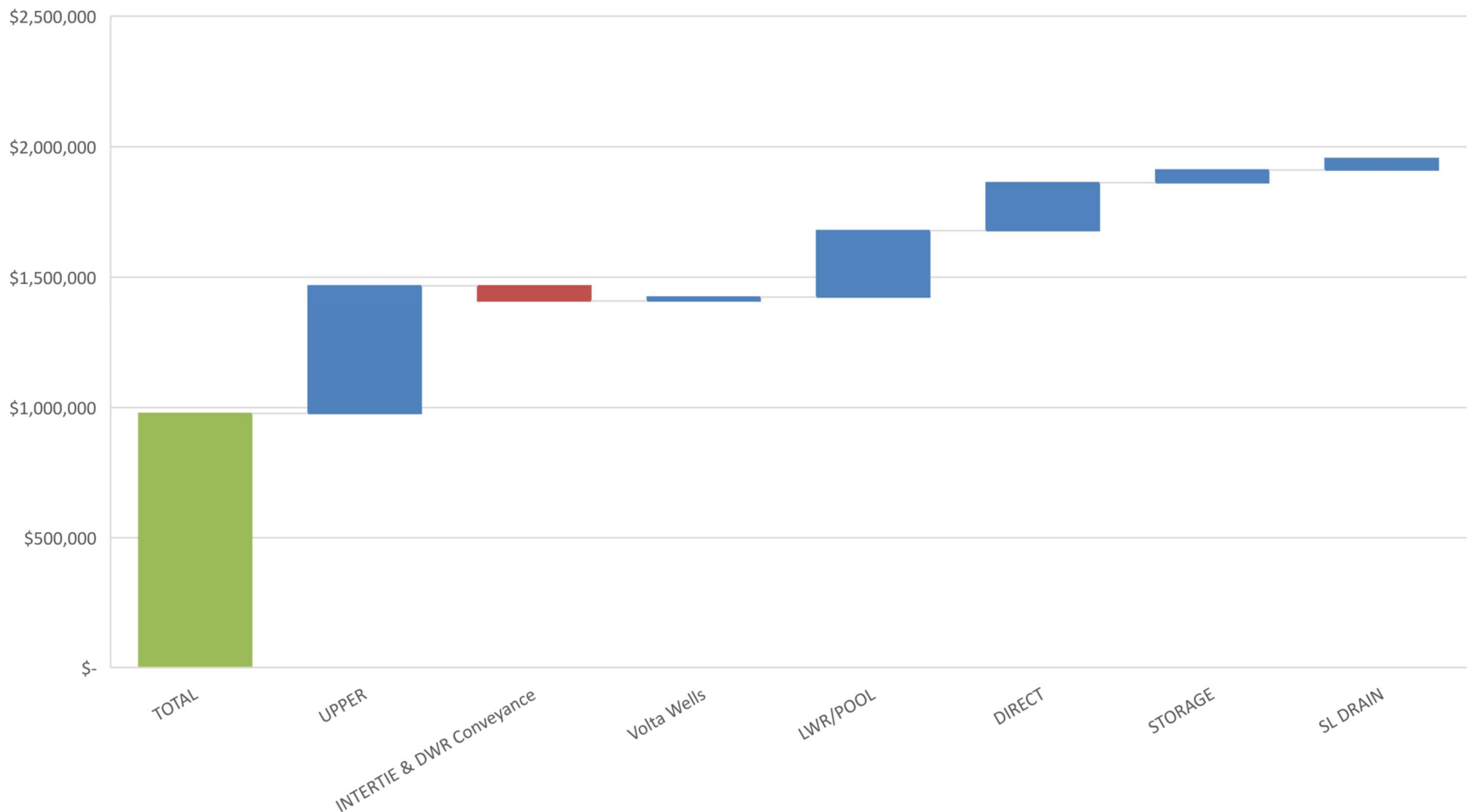
	TOTAL	UPPER	INTERTIE & DWR		Volta Wells	LWR/POOL	O'NEILL O&M		
			Conveyance				DIRECT	STORAGE	SL DRAIN
R, O&M Budget	\$ 11,375,566	\$ 5,380,896	\$ 2,045,340		\$ 15,905	\$ 1,951,335	\$ 1,494,394	\$ 397,244	\$ 90,452
R, O&M Actual	\$ 10,397,952	\$ 4,890,945	\$ 2,102,910		\$ 1,192	\$ 1,696,967	\$ 1,311,061	\$ 348,510	\$ 46,367
Difference	\$ 977,614	\$ 489,951	\$ (57,570)		\$ 14,713	\$ 254,368	\$ 183,333	\$ 48,734	\$ 44,085
	UNDER	UNDER	OVER		UNDER	UNDER	UNDER	UNDER	UNDER
	8.593977% UNDER BUDGET								

subject to rounding



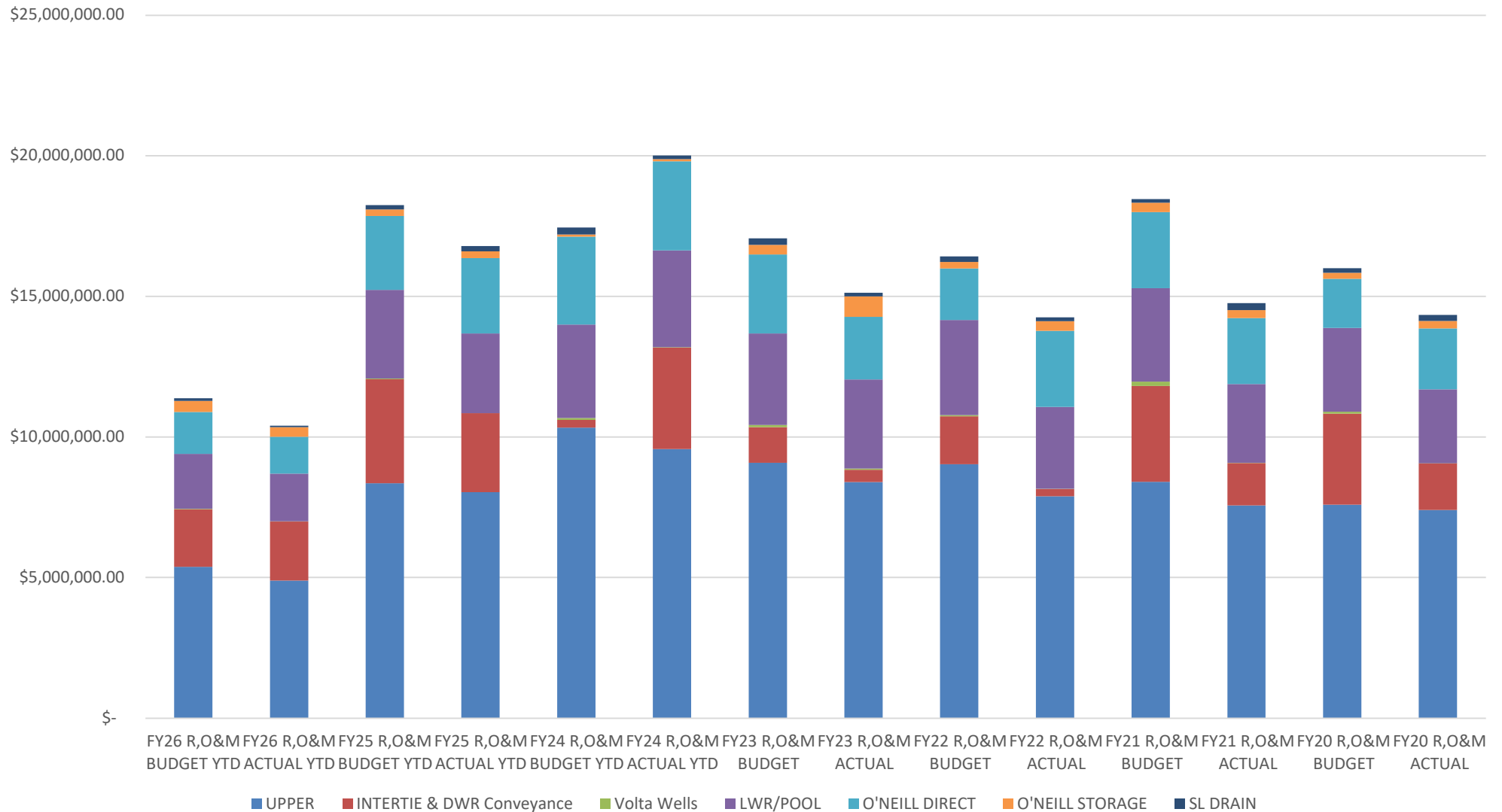
San Luis & Delta Mendota Water Authority
FY26 Budget to Actual Report through August 31, 2025
BUDGET VARIANCES
FAC 10/06/2025 BOD 10/09/2025

■ Increase ■ Decrease ■ Total



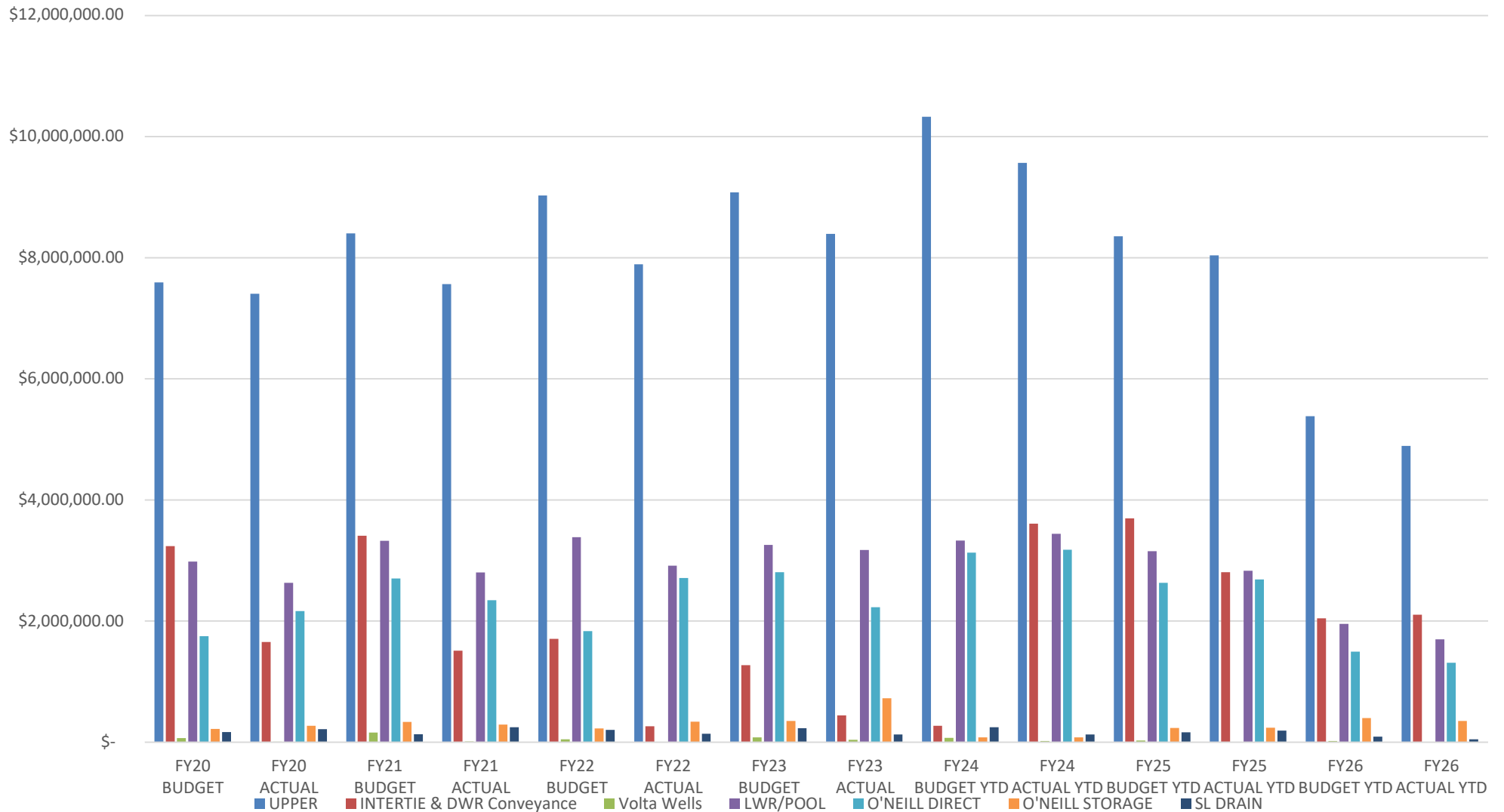


San Luis and Delta-Mendota Water Authority
O&M Budget to Actual -Stacked
FY20-F26 YTD (08/31/2025)
FAC 10/06/2025 BOD 10/09/2025



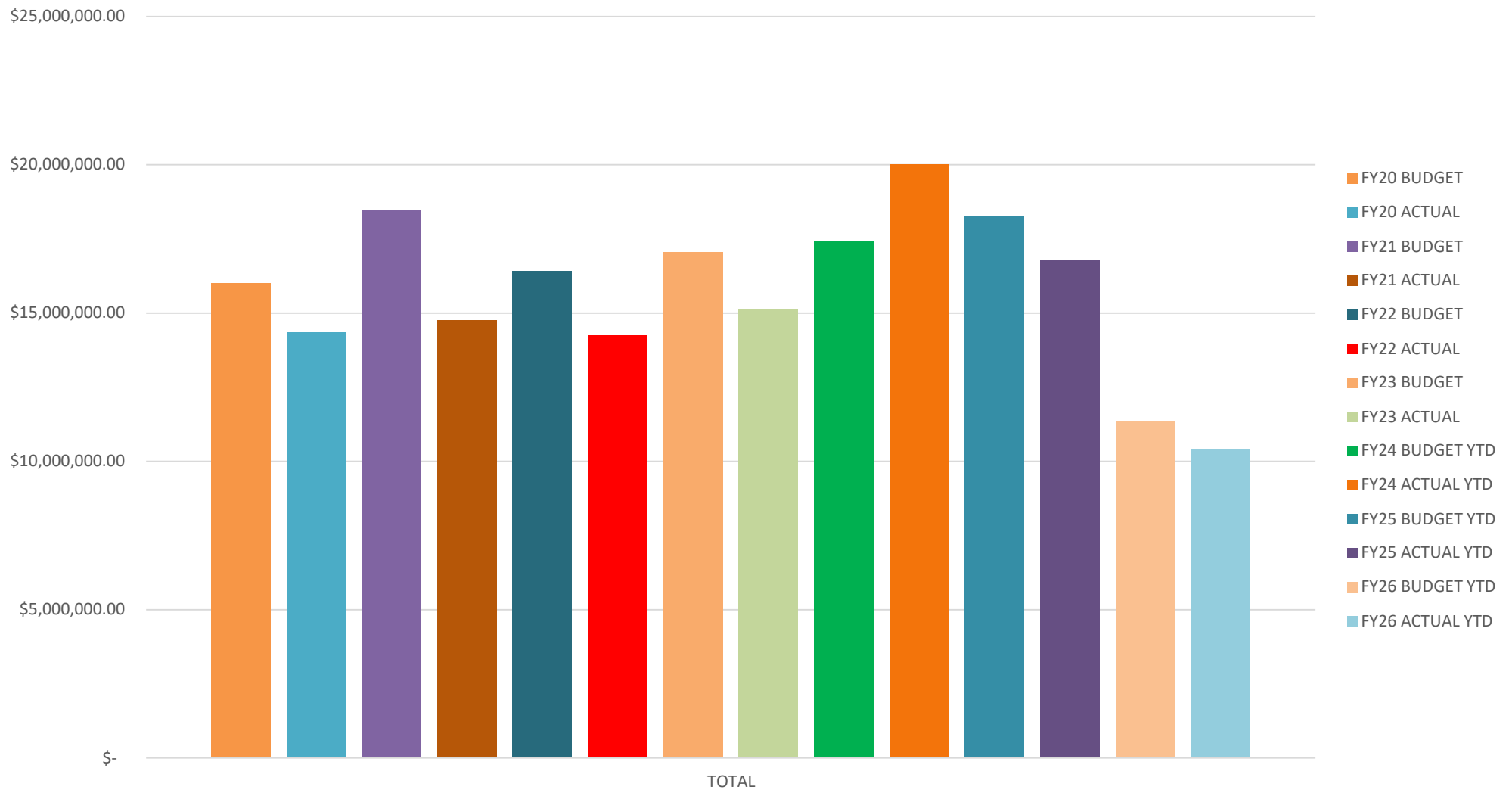


San Luis and Delta-Mendota Water Authority
O&M Budget to Actual-Side by Side
FY20-FY26 YTD (08/31/2025)
FAC 10/06/2025 BOD 10/09/2025





San Luis and Delta-Mendota Water Authority
HISTORICAL O&M BUDGET TO ACTUAL TOTAL
FY20-FY26 YTD (08/31/2025)
FAC 10/06/2025 BOD 10/09/2025
Total By Year



San Luis & Delta-Mendota Water Authority

DMC WITH CIP / E O & M

Budget to Actual Paid/Pending Comparison Summary

March 1, 2025 through August 31, 2025

FAC 10/06/25 & BOD 10/09/25

		FY Budget 3/1/25 - 2/28/26		Actual To Date Paid/Pending		% of Budget	Notes	Budget Amount Remaining
Capital Improvement Projects	CIP 25	30,838,742		862,672		2.80%		29,976,070
Extra Ordinary O&M	EO&M 26	8,546,501		3,327,078		38.93%		5,219,423
Operate & Maintain DMC	S/F 02	6,206,891		2,789,295		44.94%		3,417,596
Operate & Maintain Wasteways	S/F 04	90,136		38,474		42.68%		51,661
Mendota Pool	S/F 05	141,406		100,979		71.41%		40,426
Operate & Maintain JPP	S/F 11	3,287,271		1,598,319		48.62%		1,688,952
Intertie Maintenance	S/F 12	397,958	A	152,242		38.26%		245,716
Volta Wells Pumping	S/F 13	21,633		818		3.78%		20,815
Operate & Maintain O'Neill	S/F 19	2,391,665		1,172,622		49.03%		1,219,044
Maintain Tracy Fish Facility	USBR 30	389,372		8,414		2.16%		380,958
Operate & Maintain San Luis Drain	S/F 41	117,534		31,814		27.07%		85,720
Maintain Delta Cross Channel	USBR 44	10,187		7,915		77.70%		2,272
WAPA	USBR 45	-		405		0.00%		(405)
Safety Equipment Training	50	132,088		50,449		38.19%		81,639
IT Expense	51	1,158,337		441,958		38.15%		716,379
Warehousing	52	240,629		42,649		17.72%		197,980
SCADA	53	573,721		261,012		45.49%		312,709
Tracy Field Office Expense	54	592,116		296,548		50.08%		295,568
Direct Administrative/General Expense	56	2,116,312		307,782		14.54%		1,808,530
Indirect O & M LBAO Admin.	58	3,193,978		1,451,081		45.43%		1,742,897
TOTAL		60,446,476		12,942,526		21.41%		47,503,950
Total from Self-Funding - page 2		19,231,706		8,295,042				10,936,664
Total from USBR - page 3		626,251		24,037		3.84%		602,214
Total from Special Projects - page 4		-		2,460				(2,460)
Total from EO&M		40,588,519		4,620,987		11.38%		35,967,532
Totals		60,446,476		12,942,526				47,503,950
YTD %		50.00%						

A Does NOT include DWR Wheeling

San Luis & Delta-Mendota Water Authority

Self-Funding Portion of DMC

Budget to Actual Paid/Pending Comparison Summary

March 1, 2025 through August 31, 2025

FAC 10/06/25 & BOD 10/09/25

		FY Budget 3/1/25 - 2/28/26		Actual To Date Paid/Pending		% of Budget		Budget Amount Remaining
Operate & Maintain DMC	02	6,206,891		2,789,296		44.94%		3,417,595
Operate & Maintain Wasteways	04	90,136		38,474		42.68%		51,661
Mendota Pool	05	141,406		100,979		71.41%		40,427
Operate & Maintain JPP	11	3,287,271		1,598,319		48.62%		1,688,952
Intertie Maintenance	12	397,958	A	152,242		38.26%		245,716
Volta Wells Pumping	13	21,633		818		3.78%		20,815
Operate & Maintain O'Neill	19	2,391,665		1,172,622		49.03%		1,219,044
Operate & Maintain San Luis Drain	41	117,534		31,814		27.07%		85,720
Total Direct O & M		12,654,493		5,884,564		46.50%		6,769,929
Safety Equipment Training	50	108,499		42,647		39.31%		65,853
IT Expense	51	951,475		373,606		39.27%		577,868
Warehousing	52	197,656		36,053		18.24%		161,603
SCADA	53	471,263		220,645		46.82%		250,618
Tracy Field Office Expense	54	486,372		250,684		51.54%		235,688
Direct Administrative/General Expense	56	1,738,369		260,181		14.97%		1,478,188
Indirect O & M LBAO Admin.	58	2,623,579		1,226,662		46.76%		1,396,917
Total Indirect Allocated to O & M		6,577,212		2,410,478		36.65%		4,166,735
Total SLDMWA O&M		19,231,706		8,295,042		43.13%		10,936,664

A. Does NOT include DWR Wheeling

San Luis & Delta-Mendota Water Authority

USBR Service Agreement portion of DMC

Budget to Actual Paid/Pending Comparison Summary

March 1, 2025 through August 31, 2025

FAC 10/06/25 & BOD 10/09/25

		FY Budget 3/1/25 - 2/28/26		Actual To Date Paid/Pending		% of Budget		Budget Amount Remaining
Maintain Tracy Fish Facility	30	389,372		8,414		2.16%		380,958
Maintain Fish Release Site	32	-		-		0.00%		-
Operate & Maintain Tracy USBR	33	-		-		0.00%		-
Maintain Delta Cross Channel	44	10,187		7,915		77.70%		2,272
WAPA	45	-		405		0.00%		(405)
Total Direct USBR Facilities		399,559		16,734		4.19%		382,825
Safety Equipment Training	50	3,740		129		3.46%		3,610
IT Expense	51	32,794		1,132		3.45%		31,662
Warehousing	52	6,812		109		1.60%		6,703
SCADA	53	16,243		669		4.12%		15,574
Tracy Field Office Expense	54	16,763		760		4.53%		16,004
Direct Administrative/General Expense	56	59,915		788		1.32%		59,127
Indirect O & M LBAO Admin.	58	90,425		3,716		4.11%		86,709
Total Indirect Allocated USBR Facilities		226,693		7,303		3.22%		219,389
				24,037				
TOTAL USBR FACILITIES		626,251		24,037		3.84%		602,214

San Luis & Delta-Mendota Water Authority

DMC Indirect Cost Allocated to Special Projects

March 1, 2025 through August 31, 2025

FAC 10/06/25 & BOD 10/09/25

			Allocated To Date			
Safety Equipment Training	50		44			
IT Expense	51		381			
Warehousing	52		37			
SCADA	53		225			
Tracy Field Office Expense	54		256			
Direct Administrative/General Expense	56		266			
Indirect O & M LBAO Admin.	58		1,251			
Total Indirect Allocated to SPECIAL PROJECTS			2,460			
TOTAL INDIRECT ALLOCATED TO SPECIAL PROJECTS			2,460			

San Luis & Delta-Mendota Water Authority
DMC without CIP / E O&M
Budget to Actual Paid/Pending Comparison Summary
March 1, 2025 through August 31, 2025
FAC 10/06/25 & BOD 10/09/25

		FY Budget 3/1/25 - 2/28/26		Actual To Date Paid/Pending		% of Budget	Notes	Budget Amount Remaining
Operate & Maintain DMC	S/F 02	6,206,891		2,789,296		44.94%		3,417,595
Operate & Maintain Wasteways	S/F 04	90,136		38,474		42.68%		51,662
Mendota Pool	S/F 05	141,406		100,979		71.41%		40,426
Operate & Maintain JPP	S/F 11	3,287,271		1,598,319		48.62%		1,688,952
Intertie Maintenance	S/F 12	397,958	A	152,242		38.26%		245,716
Volta Wells Pumping	S/F 13	21,633		818		3.78%		20,815
Operate & Maintain O'Neill	S/F 19	2,391,665		1,172,622		49.03%		1,219,043
Maintain Tracy Fish Facility	USBR 30	389,372		8,414		2.16%		380,958
Operate & Maintain San Luis Drain	S/F 41	117,534		31,814		27.07%		85,720
Maintain Delta Cross Channel	USBR 44	10,187		7,915		77.70%		2,272
WAPA	USBR 45	-		405		0.00%		(405)
Safety Equipment Training	50	112,238		42,819		38.15%		69,419
IT Expense	51	984,268		375,120		38.11%		609,149
Warehousing	52	204,468		36,199		17.70%		168,269
SCADA	53	487,506		221,539		45.44%		265,967
Tracy Field Office Expense	54	503,136		251,700		50.03%		251,436
Direct Administrative/General Expense	56	1,798,284		261,235		14.53%		1,537,049
Indirect O & M LBAO Admin.	58	2,714,004		1,231,630		45.38%		1,482,374
TOTAL		19,857,957		8,321,540		41.91%		11,536,417
Total from Self-Funding - page 2		19,231,706		8,295,042		43.13%		10,936,665
Total from USBR - page 3		626,251		24,037		3.84%		602,213
Total from Special Projects - page 4		-		2,460				(2,460)
Totals		19,857,957		8,321,539				11,536,417
YTD %		50.00%						

A. Does NOT include DWR Wheeling

(1)

San Luis & Delta-Mendota Water Authority
DMC WITH CIP / E O & M With Indirect Allocated
Budget to Actual Paid/Pending Comparison Summary
March 1, 2025 through August 31, 2025

FAC 10/06/25 & BOD 10/09/25

		Actual Paid/Pending Expense	% Direct Labor to Total Labor	Allocated Indirect Based on Direct Labor %	Total Expense Direct & Indirect
Operate & Maintain DMC	S/F 02	2,789,295	37.98%	1,083,114	3,872,409 *
Operate & Maintain Wasteways	S/F 04	38,474	0.62%	17,619	56,093 *
Mendota Pool	S/F 05	100,979	1.62%	46,166	147,145 *
Operate & Maintain Jones Pumping Pl	S/F 11	1,598,319	24.18%	689,534	2,287,853 *
Intertie Maintenance	S/F 12	152,242	2.53%	72,169	224,411 *
Intertie DWR Conveyance	S/F 12	2,102,910	0.00%	-	2,102,910 *
Volta Wells Pumping	S/F 13	818	0.01%	374	1,192 *
Operate & Maintain O'Neill	S/F 19	1,172,622	17.08%	486,949	1,659,571 *
Maintain Tracy Fish Facility	USBR 30	8,414	0.13%	3,654	12,068
Operate & Maintain San Luis Drain	S/F 41	31,814	0.51%	14,553	46,367 *
Maintain Delta Cross Channel	USBR 44	7,915	0.12%	3,456	11,371
WAPA	45	405	0.01%	194	599
CIP	25	862,672	4.50%	128,374	991,046
EO&M & Scada Project	26	3,327,078	10.62%	302,863	3,629,941
SPECIAL PROJECTS	XX		0.09%	2,460	2,460
				2,851,479	15,045,436
			100.0%		
Safety Equipment Training	50	50,449			
IT Expense	51	441,958			
Warehousing	52	42,649			
Scada	53	261,012			
Tracy Field Office Expense	54	296,548			
Direct Administrative/General Expense	56	307,782			(4,620,988) less CIP&EO&M
Indirect O & M LBAO Admin.	58	1,451,081			(23,439) less USBR Facilities
Total Indirect to be Allocated			2,851,479		(2,460) less Special Projects
TOTAL		15,045,436			10,398,549 *SLDMWA O&M Costs
		includes intertie DWR conveyance			

San Luis & Delta-Mendota Water Authority
CIP / EO&M / PAT Grants
Budget to Actual Paid/Pending Comparison Summary
March 1, 2025 through August 31, 2025
FAC 10/06/25 & BOD 10/09/25

			FY Budget 3/1/25 - 2/28/26	Actual To Date Paid/Pending	% of Budget	Notes	Budget Amount Remaining
CIP-Unit Rewind	25	F4	-	3,000	0.00%		(3,000)
CIP OPP Rotor & Stator Rewind Design (All Units)	25	F5	593,781	-	0.00%		593,781
CIP JPP Exc System & Control Modernization Ph 3	25	F9	5,799,287	207,002	3.57%		5,592,285
CIP-DMC Subsidence Correction Project	25	I3	11,686,645	630,591	5.40%		11,056,054
CIP ONP Pump Bowl Replacement	25	J2	8,281,850	22,079	0.27%		8,259,771
CIP Floating Solar Project - 5 Year Pilot Study	25	P3	4,477,179	-	0.00%		4,477,179
Replacement Computer/Network Comm. Equip	D0		436,027	69,485	15.94%		366,542
Replacement Vehicles	D1		550,950	410,586	74.52%		140,365
Purchase New Heavy Equipment	D2		78,209	4,023	5.14%		74,187
All Facility Infrastructure Replacement	D3		249,293	17,645	7.08%		231,647
SCADA Replacement & Modernization Program	D4		272,625	45,558	16.71%		227,067
DMC O&M Road Maintenance Program	E6		582,159	20,846	3.58%		561,313
Main Transformer Rehabilitation	G3		1,800,000	791,209	43.96%		1,008,791
DMC Subsidence Correction Project	I3	26		291,834	0.00%		(291,834)
Unit Rewind	F4	26		169,547	0.00%		(169,547)
DMC Turnout Flowmeter Upgrade-Phase 2	I6			15	0.00%		(15)
JPP Purchase Wear Rings for Pumps	J1			167,698	0.00%		(167,698)
JPP Concrete Slab by Trashrake Dumpster	K1		-	557,441	0.00%		(557,441)
ONP Cooling Water System Rehabilitation Design	L0			133,161	0.00%		(133,161)
Electric Vehicle Charging Station	L1			44,078	0.00%		(44,078)
ONP Sand Filter System Rehabilitation Design	L2			2,606	0.00%		(2,606)
EO&M Program Management Services	L6		811,170	103,372	12.74%		707,797
Warehouse Building Design & Construction	M0		779,523	3,828	0.49%		775,696
Rehab Coating on Pump Casing	M1			2,534	0.00%		(2,534)
Unit Valve Replacement	M10			669	0.00%		(669)
O&M Road Repair (Full Depth Rehab)	M11			29,581	0.00%		(29,581)
Machine Shop Crane Rehab	M5			147	0.00%		(147)
Motor Protect Relay Replace	M6			3,618	0.00%		(3,618)
Siphon Breaker Comm Upgrades	M7			25,770	0.00%		(25,770)
Trashrake Controls Modern	M8			14,218	0.00%		(14,218)
DCI U1 & U2 Restoration and Plant Electrical Upgrade	Q1		1,127,479	225,333	19.99%		902,146
OPP U5 Unplanned Shaft and Pump Repairs	Q2			177,336	0.00%		(177,336)
JPP U5 Leak Investigation & Repair	Q4		1,859,066	14,941	0.80%		1,844,123
Total Direct CIP/EO&M/PAT			39,385,243	4,189,751	10.64%		35,195,492
Safety Equipment Training	50		19,849	7,630	38.44%		12,219
IT Expense	51		174,069	66,838	38.40%		107,231
Warehousing	52		36,160	6,450	17.84%		29,710
SCADA	53		86,216	39,474	45.78%		46,742
Tracy Field Office Expense	54		88,980	44,847	50.40%		44,133
Direct Administrative/General Expense	56		318,028	46,546	14.64%		271,482
Indirect O & M LBAO Admin.	58		479,974	219,451	45.72%		260,523
Total Indirect Allocated to CIP/EO&M/PAT			1,203,276	431,236	35.84%		772,040
Total CIP / EO&M / PAT			40,588,519	4,620,987	11.38%		35,967,532



October 9, 2025

To: Pablo Arroyave, Chief Operating Officer

From: Bob Martin, Facilities O&M Director

Subject: O&M Report for September 2025

OPERATIONS DEPARTMENT

The C.W. "Bill" Jones Pumping Plant (JPP) operated with 5 units for the month of September. The average rate of pumping for the JPP was 4,228 cfs for the month.

Total pumping at the JPP for the month of September was 251,615 acre-feet. The O'Neill Pump/Generating Plant (OPP) generated 0 acre-feet, and pumped 89,163 acre-feet for the month of September. 27,681 acre-feet were pumped at the Delta-Mendota Canal/California Aqueduct Intertie Plant (DCI) and 0 acre-feet was reversed from the DCI into the DMC for the month.

The Federal share in the San Luis Reservoir at the end of September was 252,694 acre-feet as compared to 367,480 acre-feet for the end of September 2024.

During the month of September, releases from Friant Dam ranged from 239 to 344 cfs with 0 acre-feet entering the Mendota Pool. Flows for the San Joaquin River Restoration Program (SJRRP) were 0 acre-feet for the month.

Canal Operations Department

The Canal Operations crews worked on the following activities this month:

- Open channel & pitot tube flow measurements at MP's

4.98	13.27 L	17.77 R	18.05 L
19.15 R	19.59 R	24.38 L	25.18 L
26.21 RB	29.95 R	30.43 R	35.18 L
36.68 L	37.32 L	42.50 R	47.89 RA
48.60 LB	49.56 R	50.66 L	76.05 L
79.13 L	81.08 R	83.08 R	96.70 R

- Maintenance and serviced flow meters at MP's

8.51 L	11.28 L	21.25 L	22.20 L
26.21 R	26.89 R	26.95 L	29.95 R
30.43 R	35.18 L	46.02 L	46.83 L
48.60 LA	96.70 R	100.48 L SLC	102.64 L SLC

- Bi-weekly meter readings on all active 200 plus turnouts
- Inspected Wasteways
 - Westley
 - Newman
 - Volta
 - Firebaugh
- Water samples taken at MP sites: 10.62, 20.63, 29.95, 39.21, and 45.77
- Groundwater well soundings
 - USGS Monitoring Wells
 - Upper DMC Warren Act Wells
 - Lower DMC Warren Act Wells
- Routine patrols
 - DMC
 - Mendota Pool
 - San Luis Drain

Control Operations

The Control Operations crew performed the following switching/clearance orders this month:

- C-25-ON-36 OPP Unit 4 annual maintenance
- C-25-JP-51 JPP troubleshoot tie breaker T3
- C-25-JP-52 JPP Unit 1 inspection of wiring for excitation replacement
- C-25-JP-53 JPP Unit 6 brush inspection/cleaning
- C-25-JP-54 JPP Unit 5 brush inspection/cleaning

Jones Pumping Plant (JPP)

Electrical/C&I Maintenance Crews:

- JPP Unit 6 commutator brush inspection and replacement
- New AC unit installation in the station service battery room
- Air wash unit circulation pump failure troubleshoot and repair
- JPP station service battery bank electrical test and inspection 1-month PM
- JPP controls and instrumentation test and inspection 1-month PM
- TSY 13.8KV power distribution system controls and instrumentation 1-month PM
- JPP emergency lighting system test and inspection 1-month PM
- Tracy switchyard lighting inspection 3-month PM
- JPP Unwatering pumps level controller test and inspection 6-month PM
- JPP sewer room drain pump test and inspection 6-month PM
- JPP sump pumps level controller test and inspection 6-month PM
- JPP sewer system annual test and inspection 12-month PM

Mechanical Maintenance Crews:

- JPP Unit 5 wheel pit sump pump float switch failure replacement
- JPP Unit 5 prep work for upcoming impeller removal and wear ring replacement
- JPP stop log rehabilitation
- JPP sewer lift pump vibration investigation and repair
- Replaced WTP water supply line pipe and Victaulic fittings leading to JPP
- Modify and fabricate flanges and mounting plates for float switches
- Clean and washout wheel pits of debris and sediment
- Fabricated new bolts and chain for 440V breaker box lockout devices
- JPP shop organization 1-month PM
- JPP sewer system 12-month PM
- Siphon breaker house and equipment 12-month PM

Civil Maintenance Crews:

- JPP trash rack cleaning assistance

O'Neill Pumping/Generating Plant (OPP)

Electrical/C&I Maintenance Crews:

- OPP Unit 4 nose cone leak investigation and unit disassembly
- OPP Unit 4 protective relay updates per USBR recommendations
- OPP SCADA system troubleshoot and repair main PLC E89 error
- Transfer oil analysis Quarterly monitoring per USBR/TSC
- OPP emergency lighting test and inspection 1-month PM
- OPP ½ ton chain hoist crane test and inspection 1-month PM
- OPP 5 ton stop log gantry crane test and inspection 1-month PM
- OPP Siphon House primary pumps 1,2, and 3 test and inspection 3-month PM
- OPP Siphon House main compressor 1 and 2 test and inspection 3-month PM
- OPP sump pumps test and inspection 3-month PM
- OPP facilities GFCI test and inspection 3-month PM

Mechanical Maintenance Crews:

- OPP Unit 4 nose cone leak investigation and unit disassembly
- OPP welding booth rebuild project

Civil Maintenance Crews:

- Hauled Genie for OPP Unit 4 disassembly
- Assisted with OPP Unit 4 disassembly

DMC/CA Intertie Pumping Plant (DCI)

Electrical/C&I Maintenance Crews:

- DCI controls and instrumentation supervisory 1-month PM
- DCI pest management 2-month PM
- DCI janitorial service 2-month PM
- DCI water level monitoring system controls and instrumentation 12-month PM
- DCI water level monitoring system electrical 12-month PM

Mechanical Maintenance Crews:

- None to report

Civil Maintenance Crews:

- Rodent control

Delta-Mendota Canal (DMC)

Electrical/C&I Maintenance Crews:

- LBAO facility lighting test and inspection 3-month PM
- LBFO HVAC system test and inspection 3-month PM
- LBFO domestic well pump and tank test and inspection 3-month PM
- FWW drive system test and inspection 6-month PM
- Flowmeter maintenance and repairs at MP 68.83
- Flowmeter parameters calibration and troubleshooting at MP 115

Mechanical Maintenance Crews:

- None to report

Civil Maintenance Crews:

- DMC trash collection at MP 64.06
- VWW trash collection at MP 1.96
- Remove silt and debris from the Grasslands 10' gate
- Installed a new stop sign at DMC MP 79.12
- Clean DMC drain inlets at MP 17.77, 23.81, & 45.25
- Pump out DMC test cans at MP 25.62, 53.41, 55.19, & 55.85
- SLD road grading from MP 129.01 to 132.17
- SLD weed removal from MP 129.07 to 133.29
- DMC Chip Seal prep from MP 86.19 to 111.51
- DMC roadway grinding from MP 97.68 to 100.85
- Fabricate hand rails at MP's 51.65, 52.40, and 81.08
- Fabricate lock boxes for new meters
- Fabricate walkway at MP 22.50
- Installed a new roadway gate at MP 56.68
- Fabricated an entry gate for Pond 10
- Fabricated new test can lids for MP 25.62, 52.40, 58.27 and 82.31
- Installed new grating in meter well at MP 81.08
- Spraying Hyacinth on the DMC from MP 97.68 to 115.00
- Removing Hyacinth from the DMC from MP 110.12 to 112.12
- Repaired a roof leak on the Check 10 block house
- DMC erosion control at Check 8 and MP 22.50 & 25.62
- Graffiti removal at Check 4 and MP 68.03
- Clean TFO gutters of weeds and debris
- Haul trash and tires from LBFO to the landfill
- Ladder removal and pick up from San Luis Drain
- LBFO air filter replacement 1-month PM
- LBFO first-aid kit and fire extinguisher 1-month PM
- Numerous vehicle oil changes and minor repairs

Tracy Field Office

Electrical/C&I Maintenance Crews

- TFO Water Treatment Plant C&I test and inspection 1-month PM
- Control Building emergency lighting test and inspection 1-month PM
- TFO UPS batteries test and inspection 1-month PM
- Control Room annunciator C&I test and inspection 1-month PM
- Tracy meter maintenance shop lighting 3-month PM

- Tracy Electric Shop lighting inspection 3-month PM
- SLDMWA entrance gate test and inspection 3-month PM
- USBR entrance gate test and inspection 3-month PM
- USBR exit gate test and inspection 3-month PM
- Tracy Warehouse loading dock gate test and inspection 3-month PM
- Tracy Warehouse lighting inspection 3-month PM
- Tracy Admin Office lighting inspection 3-month PM
- CMT/VMT lighting inspection 3-month PM
- CMT/VMT HVAC system test and inspection 6-month PM
- Control Building HVAC system test and inspection 6-month PM
- Tracy Warehouse HVAC system test and inspection 6-month PM
- Water Treatment Plant test and inspection 12-month PM
- UZ8A-1 breaker T3 test and inspection 12-month PM
- TFO hazardous waste storage inspection 12-month PM
- Industrial water system controls test and inspection 12-month PM
- Industrial water strainer test and inspection 12-month PM
- Industrial water tank level indication system upgrades
- T3 tie breaker failure troubleshoot and repair
- DMC First Net check structure and network security upgrade
- Siphon House water pump service disconnect repair
- Replace exhaust fan in the hazardous waste storage building

Mechanical Maintenance Crews:

- TFO carwash water recycling unit 1-month PM
- Blast building air dryer 12-month PM
- TFO bathroom sewer system 12-month PM
- Blast building compressor relief valve malfunction troubleshoot and repair
- Industrial water sand filter faulty valve replacement
- Repaired and replaced leaking condensate lines for split units in server room
- Update Spill Prevention Control and Countermeasure Plan

Civil Maintenance Crews:

- Hauled stop logs to and from JPP to the sand blast and paint building

Other Activities:

- SPCC training for staff

USBR Support Services

The Water Authority crews supported the following work at USBR facilities during the outage this month:

- Rodent control at Delta Cross Channel

ENGINEERING DEPARTMENT

The Engineering staff worked on the following O&M projects this month:

- Data management of well readings and creation of Warren Act hydrographs
- WTP distribution flowmeter replacement
- OPP spare shaft sleeve recoating
- DCI penstock air vent valve rehab and spare
- Spill Prevention, Control and Countermeasure (SPCC) Plan update
- OPP generator disconnect switch research
- DCI penstock inspection planning
- DCI and OPP cathodic protection system annual survey planning
- OPP cathodic protection system investigation
- OPP Unit 4 disassembly, rehab, and reassembly support
- TFO car wash parts order
- JPP unwatering pump replacement preparation
- LBFO vehicle lift upgrade
- Ramp test equipment upgrade support
- JPP float switch modification
- JPP air filter modification request from USBR
- Pressure vessel certifications
- Modify controls for OPP 52E breaker for arc flash safety of personnel
- Design modification to JPP air vent and bypass valves
- JPP 30" storm drain pipe leak investigation and repair

Land Management Activity Summary

The Engineering staff issued four (4) access permits this month:

- Access Permit P2602026 was issued to Firebaugh Canal Water District to repair the leaky underground pipeline servicing the turnout at Milepost MP 102.95-R
- Access Permit P2602027 issued to the City of Tracy allowing the temporary relocation of the existing power poles in support of the International Parkway Bridge Relocation project located at Milepost 9.29 on the Delta-Mendota Canal
- Access Permit P2602028 issued to Valentine Corporation allowing the drafting of water from the canal in support of the Koster Bridge Guardrail Replacement project located at Milepost 24.48 on the Delta-Mendota Canal
- Emergency Access Permit P2602030 was issued to Del Puerto Water District to repair the leaking abandoned underground pipeline at MP39.78-L on the Delta-Mendota Canal

The Engineering staff was involved with the following land management projects this month:

- International Parkway Bridge replacement project
- PID New turnout MP 42.64-L
- Los Banos Electrical Transmission Line Crossing and Sewer Line Crossing SLD
- Koster Road guard rail replacement and access road realignment
- Gas pipeline encroachment request near MP 62.09
- City of Patterson MP37.95 Trade Center Bridge project

Contract Updates

Spec. No.	Title	Status
TBD	CP System Survey Blanket	Working with Charles - Engineer, pending SoW
F25-DCI-015	DCI Arc Fault Event Engineering Support	1st amendment executed 9/5/25, increasing total agreement from \$138,800 to \$167,040
F26-DMC-012	DMC Subsidence Correction Project – Phase 1	Presolicitation
F26-ALL-009	Procurement Support Services - Master Agreement	Agreement & proposal under review
F25-JPP-007a	Excitation System - Unit 1	1st amendment executed 9/12/2025 to address liquidated damages discussed during solicitation
F25-JPP-007b	Excitation System - Unit 4	Contract executed 8/18, bonds and required documents will be requested in the future prior to NTP
F25-JPP-007c	Excitation System - Unit 2	Contract executed 8/18, bonds and required documents will be requested in the future prior to NTP
F25-JPP-007d	Excitation System - Unit 3	Contract executed 8/18, bonds and required documents will be requested in the future prior to NTP
F25-JPP-007e	Excitation System - Unit 5	Contract executed 8/18, bonds and required documents will be requested in the future prior to NTP
F25-JPP-007f	Excitation System - Unit 6	Contract executed 8/18, bonds and required documents will be requested in the future prior to NTP
F26-DCI-004	DCI U1 & U2 Motor Control Centers Replacement and Commissioning Service	Contract executed 9/16 with Board approval
F26-O&M-011	Miscellaneous Professional Consulting Services -Task Order 1 FY26	Contract and task order 1 executed 9/1/25
F26-O&M-011	Miscellaneous Professional Consulting Services - Master Agreement	Contract and task order 1 executed 9/1/2025
F26-DMC-006	DMC Road Repair - Full Depth Rehab	Work completed
F26-DMC-007	DMC Road Maintenance Chip Seal (MP86.19-MP111.51)	Change Order 1 Executed 9/24/2025
F26-ALL-001	NetSuite Support Services - Master Agreement	1st Amendment executed 8/21/25 to add Cyber Liability insurance

SAFETY DEPARTMENT

The Safety Department worked on the following items this month:

- Issued Safety Training materials for the month of September to all staff members

PROCUREMENT AND WAREHOUSE MANAGEMENT DEPARTMENT

The Procurement and Warehouse Management Department worked on the following items this month:

- **206** Purchase Orders were issued this month
- Prepared final PO Invoicing Packages for submittal to A/P for payment

Ongoing:

- Purchasing in support of the O&M crews, and maintaining/replenishing warehouse stock
- Warehouse receiving, stocking, and distribution
- Inventory cycle counts
- Invoicing/vendor bills/vendor credits processing/invoice disputes
- Routine janitorial activities at the TFO facilities
- NetSuite bi-weekly meetings
- Bi-weekly staff meetings to discuss updates/issues
- Bi-weekly project update meetings with O&M Director

INFORMATION TECHNOLOGY DEPARTMENT

The Information Technology Department worked on the following items this month:

Administrative Activities:

- Monthly FAC, WRC and BOD meetings
- Management of FY26 RO&M Budget
- Completed FY27 EO&M budgets for both regions 51 and 53
- Reviewed RFP's Document Management
 - Legal Dept. meetings / discovery underway
- All Crafts Meeting to discuss status of various projects and open SO
- Attended ICC Convention

General Network & Desktop Support:

- Desktop support per Incident
- Prep new iPhones and iPads for MDM and deployment
- Set up new engineer office
- Replace PC in LBAO Board Room for AV
- Research alternative AV options for Board Room
 - Quote reviews
- Activated LBFO Shop AP
- LBFO AD server migration
- Deployed laptop to OPP staff
- Configured and deployed system for temp accountant LBAO

Ongoing:

- Desktop/printer/peripheral
 - Upgrade of 5050 workstations to Win 11 and re-deployed to various locations
 - Purchased new Surfaces for Executive staff
 - Image creation in progress
- Servers
 - Performance monitoring
 - Prepping servers for redeployment and create test lab
- NetSuite
 - User and Administration
 - Bi-Weekly Implementation Team meetings
 - Monitor Citrin Cooperman support activities for NetSuite
 - Budgeting for Gravity Software

- Grant management assigned to Citrin
- Shepherd
 - Weekly progress meetings
 - Continue testing tablets in field
 - Additional modifications to User roles
- Cybersecurity
 - Active Directory cleanup
 - Monitor Symantec Anti-Virus Management Console
 - Update Symantec Definitions
 - Update additional AV security settings
 - Security updates on servers
 - Monitor Firewall logs and alerts
 - Multi Factor Authentication (MFA) SurePassID
 - Cyber Security training and webinars
 - Cyber Readiness Institution Certification Course
 - Monitor Knowbe4 Phishing Campaign
 - Cyber Security Team
 - Cyber Security Incidence Response Plan
 - Disaster Recovery Plan
 - Business Continuity Plan
 - Table Top Exercise Plan
 - Monitor IBM (MAAS360) mobile device management
 - Symantec Message Gateway server
 - Review InfraGard dispatches – FBI Cyber Security group
 - Monitoring Darktrace Cyber Security appliance in IT network
 - Monitor and adjust Cloud immutable backups
 - Monitor and adjust “Cold” air gapped local backups
- Logistical and technical support provided to Trofholz; site security installation
 - VLAN creation to OPP for Lenel Security
 - Gate(s) Control
 - Tracy gate controls installed
- DWR regarding use of fiber from a 1992 contract agreement
 - USBR contact DWR
 - Zoom, emails, phone calls
 - Gather requested info for DWR
 - Begin creation of requirements and SOW
- Data migration
 - GIS server migration Phase 2
- 26-D0-FY24/FY25 Laptop refresh
 - Surface Pro for Executive Team refresh received
 - Surface Pro configuration for deployment
 - Durabook refresh quotes
- New asset control and tracking
- Tablets to ESHOP crew for CMMS
- Additional creation and edit of GPOs for better domain administration and Cybersecurity
- AP installs

- TAO, Elec Shop, Warehouse, LBFO, LBAO
- Physical install complete
- VLAN Adjustments
- VLAN's for network segmentation
 - Phones, security, WIFI access points, new security system and gate control
 - Un-Wired upgrading circuits to accommodate
 - AT&T Engineers provided solution for the SDWAN
 - WiPro implemented/create VLANS across SDWAN
- System wide critical server patches deployed
- Panoche and SCADA vendor to discuss reading Micrometer meters
 - Awaiting proposed SoW
- AT&T Discussions/Negotiations for future terms
 - Replacing Unwired with cell to OPP and LBFO
- Open talks with Comcast as potential alternative/ back up to AT&T
- Avaya Phone system upgrades
 - Requested updated quote

SCADA DEPARTMENT

The SCADA staff worked on the following items this month:

Administrative Activities:

- InfraGard application process
- Attended ICC Convention

General SCADA Network Support:

- Installing of direct wireless connection to Siphon House with Ubiquity devices
 - More bandwidth temporarily until Fiber pull complete
- Troubleshoot annunciator OPP and SCADA alarms
 - Repairing and or Developing Alarms for SCADA A and B
- Monthly All Crafts Coordination Meeting
- OPP SCADA CTI PLC E89 errors resolved
- OPP SCADA CTI PLC
 - Replaced 2nd CPU Card
 - Remote Stop command errors
- Check 21 Comm loss – troubleshoot cable repair

Ongoing:

- Bi-weekly review of DCI plans for SCADA and remote annunciation
- New Un-Wired circuit installed at Control Room Building.
- Continued writing scope for Aveva to Ignition conversion
 - Ignition conversion in progress
- Network segregation plan and design
- Continued Cyber Security training
- Research gate encoder replacements to update EOL existing units
- OPC Network optimization and clean-up of obsolete devices
- Server Room
 - Upgrades of Operator A and B in progress

- DCI
 - Pump indicator, flows and UPS status info on display
- OPP
 - Successfully testing Vega level sensor at O'Neill
 - CTI PLC compatible software purchased
 - Annunciator U5 replaced by OPP staff
 - Rework of tags underway to SCADA
 - Vibration sensor testing for replacement of outdated sensors
 - Installing AT&T FirstNet to move SCADA data from OPP to Control Room and evaluate dropping Un-wired services
- DMC
 - AT&T FirstNet to start APN with DIGI devices
 - Final design completed
 - Device field testing completed
 - Digi ix40 configured for network
 - Checks 1-12 install complete
 - Check 14-18, 21 install complete
 - Check 13, 19 and 20 schedule completion 10-3-25
 - Volta Wasteway
 - Convert to FirstNet
 - Level sensor received for testing
 - Flow meter replacement research
 - Meter 115 move to FirstNet or Radio to check
- JPP
 - Water treatment plant SCADA integration
 - Termination/SCADA connect
 - Scaling configuration and adjustments
 - Andon board creation for monitoring
- 26-M7; Siphon House communications
 - Received PLC parts for project
 - CCA panel equipment
 - New fiber to Siphon House to be pulled
 - Main PLC panel installed
 - C&I building panel backplate
 - C&I redlined CCA Panel complete
 - Visio drawings
 - Point to Point WIFI for temporary comms to accommodate pulling of existing control and signal lines to make room for Fiber
- 26-M8; Trash Rake
 - Received PLC parts for project
 - Started program rewrite and documentation
 - Fiber pulled from cable floor to trash rake panel
 - Fiber pulled from cable floor to server room
 - C&I terminated into SCADA Cabinet at trash rake
 - Fiber Hub installed at cable floor and cross patch server room to trash rake
 - Development of headless HMI for control interface
 - Additional trash rake configs to accommodate concrete slab pours
 - Returned PLC controls back to normal location operation

- LBFO
 - Andon board configuration

HUMAN RESOURCE DEPARTMENT

The Human Resources Department worked on the following items this month:

General Administrative Activities:

- Active Recruitments
 - Plant Mechanic (on-going recruitment)
- Closed Recruitments
 - Accounting Manager
 - Safety Officer
- Resume/Candidate Reviews
 - Accounting Manager
 - Plant Mechanic
 - Safety Officer
- Interviews
 - Safety Officer
- Job Offers
 - Safety Officer

Trainings:

- New Hire Orientation
- Cyber Security training tracking (all staff)
- Sexual Harassment Prevention training tracking (all staff)
- Defensive Driving training tracking (all staff)
- Ethics training tracking (executive staff)
- Workplace Violence Prevention training (all staff)

Government Reporting:

- EEOC tracking/reporting
- Affirmative Action report tracking

Ongoing:

- Performance appraisal tracking
- FMLA notices/follow-ups
- COBRA notices/follow-ups
- Worker's Comp follow-ups
- Monthly safety points distribution
- Health benefits eligibility/employee assistance
- Job Description updates
- Policy updates
- Employment Law updates
- Maintain OSHA logs for calendar year
- PIV Cards (USBR)
- Wellness Program

EXTRAORDINARY O&M & CAPITAL PROJECTS



DELTA-MENDOTA CANAL (DMC)

Bridge Abutment Repair at MP 92.73 (FY21)

Status: Construction will take place in the spring. PG&E has completed the relocation of the 6-inch gas transmission line that crosses under the MP 92.73 bridge serving the City of Dos Palos. In the process of removing the pipeline from the bridge, PG&E's contractor damaged the concrete stem wall. Staff performed a visual inspection with PG&E inspectors and contractor and determined that the damage is within SLDMWA's capabilities for repair. PG&E has agreed to reimburse SLDMWA the full cost of the repair (\$40k estimate), which is currently scheduled to be completed with the erosion repair. Scheduling for the erosion and liner repairs under the bridge abutment was planned during the Mendota Pool Dewatering, however, an emergency repair of the concrete liner at Check 18 took priority. Diver availability is limited to winter months and it was decided to wait until spring to resume work.

DMC Subsidence Correction Project

Status: SLDMWA continues to work closely with Reclamation on the DMC Subsidence Correction Project (Project) and is managing the \$2.4M CDM Smith Feasibility Study contract, the \$5.7M Upper DMC Design contract with USBR Technical Services Center (TSC), and a \$2.15M contract for utility locating and mapping along the Upper DMC. This month staff collaborated closely on the priorities of the project and steps to keep the project moving forward.

Feasibility Study: Reclamation is working towards securing consultation approvals to obtain a FONSI (Finding of No Significant Impact) and ROD (Record of Decision), both necessary to finalize Reclamation Policy (Policy) sign off. Policy has reviewed the study and finds that it appropriately addresses the need for Upper DMC restoration; however, further review of the Lower DMC repair is required. Coordination continues on Federal permitting efforts with FWS, SHPO, Section 106.

Project Management: In anticipation of multiple bridge raises, construction packages, and multi-agency coordination efforts, staff executed a Professional Services Agreement with the Hallmark Group, a Capital Program Management consultant, to assist with managing the various aspects of the Subsidence project. The Hallmark team is currently developing a bridge designer scope of work and evaluating early delivery construction alternatives as well as assisting in preparing action items resulting from Planning Committee meetings. Project related actions are ongoing.

Design Data Support: Bathymetric surveys completed by USBR revealed additional underwater liner damage. USBR performed additional sonar surveys in June and July of the newly identified locations to assess the repairs needed. Multiple additional sites were flagged as potential additional liner damage sites and is reviewing the data to make a final determination. USBR will provide a final report of the survey in October; however, data and photos were provided in the interim. Staff continued to manage the Professional Services Agreement with Sandis Engineering (executed Aug 2024) for utility locating and mapping

EXTRAORDINARY O&M and CAPITAL PROJECTS

services. The Design team has completed the review and submitted a final set of comments to Sandis to complete. Sandis is expected to finish the deliverables in the coming months. Sandis has also performed top of liner surveys in sag areas to inform the Planning Committee meeting.

CP1 Embankment & Liner Raise Design: TSC continues to work on the design of the liner and embankment raise for the Upper DMC. The Water Authority, Reclamation, and TSC, and CGB staff and consultants continue to support the BOD in the preparation of alternate design scenarios in an effort to best utilize available funding.

Funding:

- CA Department of Water Resources (DWR): SLDMWA is currently in agreement with DWR for entire \$42M appropriation.
- Aging Infrastructure Act (AIA): \$25M awarded in FY23. \$50M awarded in FY24. Received notice of \$204M award for FY25 for a total award of \$279M. The Water Authority has requested to begin repayment negotiations with Reclamation and is awaiting action from Reclamation. Staff submitted a new application in July 2025 for the remaining balance of the Upper DMC.

DMC Solar Over Canals 5 Year Pilot Project – USBR Grant Funded

Status: No activity this month. Project is on hold until further notice.

DMC O&M Road Repair (Full Depth Rehabilitation) (FY25)

Status: Project was completed this month.

DMC O&M Road Maintenance (Chip Seal)

Status: Project was completed this month.

DMC Underdrain Sedimentation Removal Project (FY25)

Status: No activity this month. As part of the project, pre and post cleaning video inspections will be completed. To date, three video inspections have been completed. The original intent was to complete the cleaning of 3-4 culverts to better gage time and costs for the entire project. After an informal solicitation and lengthy negotiation on terms and conditions, the solicitation has been withdrawn. A new, formal solicitation will be advertised in the Fall of 2025.

C.W. “BILL” JONES PUMPING PLANT (JPP)

JPP Excitation System & Control Cabinet Modernization

Status: Contract award was executed in August to Power Pros. The pre-design meeting for the project was held in September. An advance funding request letter was sent to Reclamation to access the IIJA (formerly BIL) funds, with the first progress payment received in July, a second progress payment request has been made to the USBR. The preliminary schedule includes an eight month design process, six month fabrication process, and four months of site work for each unit. Completion of the contract is anticipated by the end of 2028.

EXTRAORDINARY O&M and CAPITAL PROJECTS

JPP Siphon Breaker Communication Upgrades (FY25)

Status: Project underway, see SCADA Department O&M Report

JPP Trash Rake Controls Modernization (FY25)

Status: Project underway, see SCADA Department O&M Report

JPP Machine Shop Crane Rehabilitation (FY25)

Status: Staff is in conversation with vendors who can perform the preliminary inspection for this project.

JPP Rehabilitate Coating on Pump Casings & Bifurcation (FY25)

Status: The project management of this project has been added to the existing Professional Services Agreement with Gannett-Fleming (GFT). Their task encompasses the management of the Unit 5 pump casing and the east discharge tube bifurcation portions of this project. Staff continued to work with GFT on scheduling and planning. Work is tentatively scheduled to occur April and May of 2026 during the low flow period.

JPP Plant Flow Metering System Rehabilitation (FY25)

Status: No activity this month. Inspection of the existing flow metering system occurred on 10/24/24. The plan is to have the equipment on hand to install during the outage for the JPP Pump Casings & Bifurcation project.

JPP Sand Filter System Rehabilitation (FY25)

Status: Staff met with consultants in June to discuss this project, and conducted a site visit in July to continue discussions with consultant to enter into a professional services agreement to manage and complete. Staff is reviewing the scope of work provided by the consultant.

JPP Unit 5 Leak Investigation & Repair

Status: Staff is in contract discussion with Pentair to perform an Advanced Machinery Health Survey on JPP Unit 5. This is to establish vibration levels and potential causes prior to disassembly. A task order has been added to the existing professional services agreement with Gannett Fleming (GFT) that encompasses the management of this project and will be done in coordination with the project to replace the coating on the JPP pump casing and bifurcation. Staff is working with GFT on scheduling and planning. Staff met onsite with Pentair this month to establish a plan for the Advanced Machinery Health Survey. Pentair will perform data collection on Unit 5 early November.

EXTRAORDINARY O&M and CAPITAL PROJECTS

O'NEILL PUMPING/GENERATING PLANT (OPP)

Main Transformers Rehabilitation

Status: Staff continues to work to move this project forward. To date, the rehabilitation of the spare has been completed and scheduled to be commissioned in October 2025. Change Order 3, a contract modification for the multi-outage approach, was executed August 7, 2025.

The first outage is scheduled from October 6th to 25th and has been approved by Central Valley Operations (CVO). During this outage, the spare transformer will be installed and commissioned and one of the active transformers swapped out to be rehabilitated once the plant is back in service. Subsequent outages will be scheduled annually in the September/October time frame, unless transformer conditions deteriorate to a point that emergency action is required. Latest transformer oil dissolved gas analysis had shown no critical changes and transformer #1 (current A-Phase) is still planned for the next rehabilitation.

OPP Upgrades – Pump Bowl Fabrication & Governor Rehabilitation

Status: Staff continues to work with Pentair on Phase I of the contract. 100% design of the bowls and the governor have been received, and staff is reviewing them in conjunction with USBR. Phase 1 completion is anticipated to occur in October, with Phase 2 commencement anticipated early October pending board approval. The first bowl is scheduled to be delivered June 2026.

OPP Upgrades – Unit Rewind

Status: No activity this month. Start of this project is contingent upon signing a repayment agreement for the IIJA funds. Staff submitted another IIJA application in July 2025.

OPP Upgrades – Unit Rehabilitation

Status: No activity this month. The start of this project will be timed appropriately with the Unit Rewinds, Pump Bowl Fabrication, and Governor Rehabilitation projects.

OPP Sand Filter System Rehabilitation Design (FY24)

Status: Staff met with a consultant in June to discuss this project, and conducted a site visit in July to continue discussions with consultant to enter into a professional services agreement to manage and complete. Staff is reviewing the scope of work provided by the consultant.

OPP Warehouse Building (Design & Construction)

Status: Reclamation requested and Water Authority staff provided the Scope of Work for the project.

DELTA-MENDOTA CANAL/CALIFORNIA AQUEDUCT INTERTIE PUMPING PLANT (DCI)

DCI Motor Protection Relay Replacement (FY25)

Status: The new protective relays (SEL-710-5's) were procured in January 2025. Staff has uploaded and tested the relays with settings designed by Reclamation TSC. The updated relays were seen at the Eaton plant during the factory acceptance testing (FAT) for the motor controller sections which was performed in September.

DCI HVAC System Rehabilitation/ Replacement (FY23)

Status: No activity this month.

DCI U1 & U2 Restoration and Plant Electrical Upgrades

Status: Two separate arc flash incidents occurred in summer 2024 resulting in the loss of the motor control controllers for Units 1 and 2. The Water Authority is currently in contract with Rexel to provide Eaton manufactured materials to restore the plant. The material submittal was approved by the WA in late February 2025, with delivery of parts scheduled in September.

SLDMWA, USBR, Ulteig and DHR continued to work on restoring pump units 1 and 2, including plant improvements recommended by USBR. The control boards for Units 1 and 2 has been purchased and Factory Acceptance Testing was completed in September. Plant improvements completed to date include installation of Fire Alarm System, UPS, Synchronizing clock and Automatic Transfer Switch (ATS). Improvements to Annunciation, and Protective Relays are still in process. Fire Suppression Panel Replacement has been scheduled for November 12th to 14th. Also, SLDMWA has been working on multiple tests and maintenance activities as required by USBR.

The installation of parts was previously scheduled for September, however it is being rescheduled to minimize water delivery impacts. Staff is working with Rexel to reschedule the installation in November & December of this year. A clearance request has been submitted to Operations (CVO) for November 17th to December 17th for consideration/approval.

MULTIPLE FACILITIES

TAO/LBFO Electric Vehicle Charging Stations – Phase 1 (FY25)

Status: No activity this month. The Water Authority is in a professional services agreement with a consultant to develop a comprehensive plan to ensure the Authority is CARB compliant and has a well thought out plan regarding the purchase of zero emission vehicles. The consultant has delivered a final planning memo, which staff is reviewing. Contract is nearing completion.

WATER OPERATIONS REPORTING





**San Luis & Delta-Mendota Water Authority
OPERATIONS SUMMARY**

NOTE: ALL FIGURES ARE IN ACRE FEET

	August-2025	August-2024
JONES PUMPING PLANT - PUMPED	255,920	245,290
DCI PLANT - PUMPED	25,135	20,021
DCI PLANT - RETURNED	0	0
O'NEILL P/G PLANT - PUMPED	74,223	67,015
O'NEILL P/G PLANT - GENERATED	0	1,276
DMC DELIVERIES	54,158	48,832
RIVER/WELL/RECYCLE WATER INTO DMC	3,638	5,077
MENDOTA POOL DELIVERIES	96,561	104,716
SHASTA RESERVOIR STORAGE	2,851,900	3,007,300
SAN LUIS RESERVOIR STORAGE	849,501	929,556
SLR FEDERAL SHARE	242,951	417,728

	August-2025	August-2024
* SAN LUIS UNIT DELIVERIES	10,230	10,522
SAN LUIS UNIT WELL WATER	0	0
SAN FELIPE UNIT DELIVERIES	17,074	12,831

Jones Pumping Plant monthly average = 4,162 cfs



San Luis & Delta-Mendota Water Authority
Monthly Deliveries
August 2025

Date 9/10/25

<u>District/Other</u>	Total Available Water into System (INCOMING) (Acre Feet)	AG/Refuge Deliveries (Acre Feet)	M & I Deliveries (Acre Feet)	Total Deliveries (OUTGOING) (Acre Feet)
Total Pumped @ Jones Pumping Plant	255,920			
Total Pumped @ DCI	(25,135)			
Total Reversed @ DCI	0			
City of Tracy		0	994	994
Byron Bethany I.D.		475	2	477
West Side I.D.		0	0	0
Banta Carbona I.D.		66	0	66
West Stanislaus I.D.		1,005	0	1,005
Patterson I.D.		0	0	0
Del Puerto W.D.		10,900	6	10,906
Central California I.D. - above check #13		3,027	0	3,027
Santa Nella County W.D.		0	0	0
Volta Wildlife Mgmt. Area (Fish & Game)		2,004	0	2,004
Fish & Wildlife (Volta) Santa Fe - Kesterson		0	0	0
Grasslands W.D. (Volta)		2,152	0	2,152
Total Pumped @ O'Neill PP	(74,223)			
Total Generated @ O'Neill PP	0			
Central California I.D. - below check #13		22,702	0	22,702
Grasslands W.D. (76.05-L)		3,554	0	3,554
Fish & Game Los Banos Refuge (76.05-L)		909	0	909
Fish & Wildlife Kesterson (76.05-L)		172	0	172
Freitas Unit (76.05-L)		0	0	0
Salt Slough Unit (76.05-L)		572	0	572
China Island (76.05-L)		458	0	458
San Luis W.D. - below check #13		901	0	901
Panoche W.D.		1,397	2	1,399
Eagle Field W.D.		387	0	387
Oro Loma W.D.		0	0	0
Mercy Springs W.D.		0	0	0
Firebaugh Canal W.D. (D.M.C.)		2,473	0	2,473
River and Groundwater well pump-in	2,021			
North Valley Regional Recycled Water Program	1,617			
Change in Canal Storage	12			
Wasteway Flushing and Spill	0			
Total Available in Delta-Mendota Canal	160,212			
TOTAL DELIVERY FROM DELTA-MENDOTA CANAL	(54,158)	53,154	1,004	54,158
Theoretical DMC Delivery to Mendota Pool	106,054			
Total DMC Calculated Delivery to MP	100,117			
Estimated (Loss) or Gain in DMC	(5,937)			
Estimated % Loss or Gain in DMC	-2.29%			



San Luis & Delta-Mendota Water Authority
Monthly Deliveries
August 2025

<u>District/Other</u>	Total Available Water into System (INCOMING) (Acre Feet)	AG/Refuge Deliveries (Acre Feet)	M & I Deliveries (Acre Feet)	Total Deliveries (OUTGOING) (Acre Feet)
Estimated DMC Inflow to MP	100,117			
Mendota Pool Groundwater Well Pump-In	1,826			
(+)SJRRP Releases into Mendota Pool	0			
(+)Available Flood Releases from Friant into Mendota Pool	0			
(+)Other San Joaquin River Water	0			
(+)Kings River Flood Releases into Mendota Pool	0			
<u>Mendota Pool Delivery Information</u>				
<u>Exchange Contractors:</u>				
Central California Irrigation District (CCID)		50,811	0	50,811
Columbia Canal Company (CCC)		5,446	0	5,446
Firebaugh Canal Water District (FCWD)		5,365	0	5,365
San Luis Canal Company (SLCC)		19,483	0	19,483
<u>Refuge:</u>				
Conveyance Losses		981	0	981
Calif Dept of F/G-LB Unit (CCID)		303	0	303
Calif Dept of F/G-LB Unit (SLCC)		561	0	561
Calif Dept of F/G-Salt Slough Unit (CCID)		191	0	191
Calif Dept of F/G-China Island Unit (CCID)		153	0	153
US Fish & Wildlife-San Luis Refuge (SLCC)		0	0	0
US Fish & Wildlife-Freitas (CCID)		0	0	0
US Fish & Wildlife-Kesterson (CCID)		57	0	57
Grasslands WD (CCID)		1,164	0	1,164
Grasslands WD (SLCC)		158	0	158
Grasslands (Private)		20	0	20
San Luis WD Conveyance (CCID)		85	0	85
Del Puerto WD Conveyance (CCID)		0	0	0
<u>San Joaquin River Restoration Project:</u>				
SJRRP		0	0	0
<u>Other: (see MP Operations Report)</u>		11,783	0	11,783
<i>Total Available Water in Mendota Pool</i>	101,943			
TOTAL DELIVERY FROM MENDOTA POOL	(96,561)	96,561	0	96,561
*Estimated (Loss) or Gain in Mendota Pool	(5,382)			
*Estimated % Loss or Gain in Mendota Pool	-5.28%			
Total System Delivery	(150,719)			
*Total Estimated System (Loss) or Gain	(11,319)			
*Total Estimated % System Loss or Gain	-4.33%			

Special Notes:



Jones Pumping Plant
August - 2025

Date	# OF UNITS	TIME ON/OFF	AVG DAILY CFS
1	5	5-3-5	4218
2	5	Continuous	4216
3	5	Continuous	4219
4	5	Continuous	4209
5	5	Continuous	4203
6	5	Continuous	4203
7	5	5-4	4124
8	4	4-5-4-5	3929
9	5	Continuous	4185
10	5	5-3-5	4047
11	5	5-4-5	4184
12	5	Continuous	4211
13	5	Continuous	4184
14	5	5-4-5	4202
15	5	5-4-5	4200
16	5	5-4-5	4208
17	5	Continuous	4176
18	5	5-4	3546
19	4	4-5	4233
20	5	Continuous	4216
21	5	Continuous	4194
22	5	5-4-5	3860
23	5	Continuous	4206
24	5	Continuous	4232
25	5	Continuous	4233
26	5	Continuous	4233
27	5	Continuous	4233
28	5	Continuous	4224
29	5	Continuous	4233
30	5	Continuous	4239
31	5	Continuous	4225
AVG CFS for the month			4162



NON-PROJECT WATER CREDITS REPORT

(ALL FIGURES IN ACRE FEET)

August 2025 WA Credits

Date: 9/4/25

CREDITS UNDER WARREN ACT CONTRACTS									
Turnout	Start Meter Reading	End Meter Reading	Factor	Adjust	District	Total	Less 5%	Month	Year
3.32-R1	0	0	1	0	BBID	0	0	0	0
3.32-R2	0	0	1	0	BBID	0	0	0	0
3.32-R3	17,608	18,678	1	0	BBID	1,070	(54)	1,016	2,936
13.31-L	4,804	4,804	1	0	BBID	0	0	0	0
15.11-R	3,609	3,609	1	0	BBID	0	0	0	36
20.42-L	56,876,275	56,877,487	1	0	BCID	0	0	0	0
20.42-L	56,876,275	56,877,487	1	0	USBR/FWA	0	0	0	8,099
21.12-L	990	990	1.01	0	DPWD	0	0	0	0
21.86-L	771	771	1	0	DPWD	0	0	0	0
24.38-L	3,081	3,081	1	0	DPWD	0	0	0	0
29.95-R	1,342	1,342	0.87	0	DPWD	0	0	0	0
30.43-L	7,464	7,464	1	0	DPWD	0	0	0	0
30.43-R	2,123	2,123	0.92	0	DPWD	0	0	0	0
30.95-L	2,157	2,157	1.03	0	DPWD	0	0	0	0
31.31-L1	88,265	89,365	1	(42)	WSTAN	1,058	(53)	1,005	1,449
31.31-L2	88,265	89,365	1	0	DPWD	0	0	0	0
31.31-L3	88,265	89,365	1	0	PID	0	0	0	0
31.60-L	8,183	8,183	0.93	0	DPWD	0	0	0	0
32.35-L	1,801	1,801	0.86	0	DPWD	0	0	0	0
33.71-L	761	761	0.94	0	DPWD	0	0	0	0
36.80-L	1,856	1,856	1	0	DPWD	0	0	0	0
37.10-L	3,875	3,875	0.94	0	DPWD	0	0	0	0
37.32-L	2,653	2,653	0.91	0	DPWD	0	0	0	0
42.50-R	0	0	0.96	0	DPWD	0	0	0	0
42.53-L	8,081,270	8,081,270	1	0	PID	0	0	0	0
42.53-L	8,081,270	8,081,270	1	0	DPWD	0	0	0	0
42.53-L	8,081,270	8,081,270	1	0	USBR/FWA	0	0	0	4,676
43.22-L	55	55	1	0	DPWD	0	0	0	0
48.97-L	881	881	1	0	SLWD	0	0	0	373
50.46-L	6,026	6,026	1.07	0	DPWD	0	0	0	0
51.00-R	297	297	0.89	0	DPWD	0	0	0	0
51.66-L	3,435	3,435	0.98	0	DPWD	0	0	0	0
52.40-L	4,966	4,966	1	0	DPWD	0	0	0	0
58.28-L	3,371	3,371	1.02	0	SLWD	0	0	0	0
58.60-L	917	917	0.96	0	DPWD	0	0	0	0
58.73-R	494	494	1	0	DPWD	0	0	0	0
64.85-L	1,662	1,662	0.72	0	DPWD	0	0	0	0
UPPER DMC SUB TOTAL								2,021	17,569



NON-PROJECT WATER CREDITS REPORT

(ALL FIGURES IN ACRE FEET)

August 2025 WA Credits

CREDITS UNDER WARREN ACT CONTRACTS									
Turnout	Start Meter Reading	End Meter Reading	Factor	Adjust	District	Total	Less 5%	Month	Year
78.31-L	4,469	4,469	1.08	0	SLWD	0	0	0	0
79.12-R	6,051	6,051	0.91	0	SLWD	0	0	0	87
79.13-L	1,546	1,546	1	0	SLWD	0	0	0	156
79.13-R	5,033	5,033	1.08	0	SLWD	0	0	0	56
79.60-L	7,413	7,413	0.84	0	SLWD	0	0	0	140
80.03-L	840	840	0.94	0	SLWD	0	0	0	0
80.03-R	717	717	1.05	0	SLWD	0	0	0	0
98.60-R	14,194	14,194	1	0	PANOCH/MS	0	0	0	0
98.74-L	5,695	5,695	1.14	0	PANOCH/MS	0	0	0	0
99.24-L	10,493	10,493	0.92	0	PANOCH/MS	0	0	0	0
100.70-L	6,211	6,211	1	0	PANOCH/MS	0	0	0	0
102.04-R	4,090	4,090	1	0	WIDREN WD	0	0	0	0
LOWER DMC SUB TOTAL								0	439
WARREN ACT CONTRACT CREDIT TOTAL								2,021	18,008
TOTAL GROSS PUMP-IN								CREDIT	
TOTAL (BYRON BETHANY IRRIGATION DISTRICT)						0		0	36
TOTAL (BANTA CARBONA IRRIGATION DISTRICT)						0		0	0
TOTAL (DEL PUERTO WATER DISTRICT)						0		0	0
TOTAL (WEST STANISLAUS IRRIGATION DISTRICT)						0		0	0
TOTAL (PATTERSON IRRIGATION DISTRICT)						0		0	0
TOTAL (SAN LUIS WATER DISTRICT)						0		0	812
TOTAL (PANOCH/MS WATER DISTRICT)						0		0	0
TOTAL (MERCY SPRINGS WATER DISTRICT)						0		0	0
TOTAL (WIDREN WATER DISTRICT)						0		0	0
Other Warren Act Conveyance Credit Totals									
Del Puerto Water District:						0		0	0
Banta Carbona Irrigation District:						0		0	0
West Stanislaus Irrigation District:						1,058		1,005	1,449
Byron Bethany Irrigation District:						1,070		1,016	2,936
Patterson Irrigation District:						0		0	0
San Joaquin River Restoration Pump Back BCID:						0		0	8,099
San Joaquin River Restoration Pump Back PID:						0		0	4,676
Central California Irrigation District L.B. Creek Diversion Structure						0		0	0
Grassland Water District L.B. Creek Diversion Structure						0		0	0
San Luis Water District L.B. Creek Diversion Structure						0		0	0



MENDOTA POOL OPERATIONS
2025
ALL FIGURES IN ACRE-FEET

Date: 9/10/25

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
FRESNO SLOUGH	0	0	0	0	0	0	0	0					0
TPUD	0	0	22	0	0	15	25	23					85
JAMES I.D.	1,033	2,260	45	1,192	3,960	7,003	7,030	6,352					28,875
WESTSIDE AGRICULTURE ₃	1,035	687	23	77	206	190	205	232					2,655
M.L. DUDLEY & INDART ₁	31	32	314	451	167	256	471	217					1,939
MID VALLEY (Kings River)	0	0	0	0	0	0	0	0					0
REC. DIST. 1606	0	0	0	0	75	19	54	28					176
STATE FISH & WILDLIFE	1,674	874	245	849	1,443	860	1,250	1,167					8,362
TRACTION	651	159	170	559	782	749	671	684					4,425
UNMETERED	25	45	20	120	140	100	40	80					570
Total	2,350	1,078	435	1,528	2,365	1,709	1,961	1,931					13,357
COELHO FAMILY TRUST ₂	160	116	328	834	952	775	804	560					4,529
TRANQUILITY I.D.	0	1,081	1,378	2,363	4,033	3,723	3,106	2,395					18,079
WESTLANDS LATERAL-6	0	0	0	0	138	0	0	0					138
WESTLANDS LATERAL-7	0	0	0	0	0	0	0	0					0
CARVALHO TRUST	0	15	40	89	134	122	110	45					555
TOTAL	4,609	5,269	2,585	6,534	12,030	13,812	13,766	11,783	0	0	0	0	70,388

NUMBERS SHOWN IN **BOLD** WERE REVISED AFTER DISTRIBUTION OF REPORT

1 aka COELHO-GARDNER-HANSEN 2 aka TERRA LINDA FARMS 3 aka MEYERS FARMING

Article 215 Water

n/a

Kings River Water

n/a

Duck Clubs (Percent Full)

BECK	120	PATOS	COLE	TRANQUILITY	1 ACRE
0%	0%	0%	0%	0%	0%

Jan, 2025

DMC Inflow 22,037 AF

James Bypass Flows 0 AF

Feb, 2025

DMC Inflow 38,728 AF

James Bypass Flows 0 AF

Mar, 2025

DMC Inflow 39,251 AF

James Bypass Flows 0 AF

Apr, 2025

DMC Inflow 49,637 AF

James Bypass Flows 0 AF

May, 2025

DMC Inflow 89,456 AF

James Bypass Flows 0 AF

June, 2025

DMC Inflow 117,770 A.F

James Bypass Flows 0 AF

July, 2025

DMC Inflow 130,623 AF

James Bypass Flows 0 AF

Aug, 2025

DMC Inflow AF 100,117

James Bypass Flows AF 0

Sept, 2025

DMC Inflow AF

James Bypass Flows AF

Oct, 2025

DMC Inflow AF

James Bypass Flows AF

Nov, 2025

DMC Inflow AF

James Bypass Flows AF

Dec, 2025

DMC Inflow AF

James Bypass Flows AF



**MENDOTA POOL WELL PUMP IN
2025**
(ALL FIGURES IN ACRE-FEET)

Date: 9/10/2025

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
COELHO FAMILY TRUST ¹	0	5	200	1,506	1,565	441	0	595					4,312
M.L. DUDLEY & INDART ²	0	37	13	0	557	530	319	241					1,697
FORDEL	0	505	511	440	428	372	412	50					2,718
COELHO WEST	0	0	47	76	314	262	284	279					1,262
CASACA VINYARDS	0	0	46	185	180	89	82	94					676
DPF	0	0	0	0	0	0	42	86					128
SOLO MIO	0	0	14	75	80	90	59	0					318
BAKER FARMS	0	0	0	0	0	0	0	0					0
FARMERS W.D.	0	0	184	973	991	0	0	0					2,148
WESTSIDE AGRICULTURE ³	0	0	28	104	189	236	166	0					723
WESTSIDE AGRICULTURE BANKED ³	0	0	0	0	0	0	0	0					0
SILVER CREEK	0	0	53	233	374	114	73	236					1,083
TRANQUILITY I.D.	0	0	0	0	0	0	0	0					0
FCWD	0	0	0	69	80	68	74	69					360
ALMENDRA	0	0	0	0	114	168	181	175					638
YRIBARREN FARMS	0	0	0	0	0	0	0	0					0
CARVALHO TRUST	0	0	0	0	76	53	0	1					130
ETCHEGOINBERRY	0	0	0	0	0	0	0	0					0
FRESNO SLOUGH W.D.	0	0	0	0	0	0	0	0					0
LSK-1	0	0	0	0	0	0	0	0					0
TOTAL	0	547	1,096	3,661	4,948	2,423	1,692	1,826	0	0	0	0	16,193

NUMBERS SHOWN IN **BOLD** WERE REVISED AFTER DISTRIBUTION OF REPORT

¹ aka TERRA LINDA FARMS

² aka COELHO-GARDNER-HANSEN

³ aka MEYERS FARMING

Spill Back Credit

James ID (per JID)

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
1594	0	1172	1720	0	0	0	0					4486

TABLE 19: GOVERNOR EDMUND G. BROWN CALIFORNIA AQUEDUCT
SAN LUIS FIELD DIVISION MONTHLY DELIVERIES

AUGUST 2025

REACH TOTALS	POOL	INFLOW INTO AQUEDUCT	CUSTOMERS	AMOUNT IN AF
R3A 17074			Parks & Rec. @ San Luis Reservoir	0
			Santa Clara Valley Water District	13450
			Casa de Fruta (Santa Clara Valley Water District)	0
			San Benito Water District	3624
R3 564	13		CDFW @ O'Neill Forebay	49
	13		Parks & Rec. @ O'Neill Forebay	1
	13		Cattle Program @ O'Neill Forebay	0
	13		Santa Nella County Water District	24
	13		San Luis Water District	490
R4 20820	14		City of Dos Palos	198
	14		Pacheco Water District	978
	14		San Luis Water District	3638
	14		Panoche Water District	58
	15		San Luis Water District	1757
	15		Panoche Water District	3185
	15		Westlands Water District	11006
R5 48039	16		CDFW @ Lat. 4L (Pilibos)	0
	16		CDFW @ Lat. 4L	0
	16		CDFW @ Lat. 6L	0
	16		CDFW @ Lat. 7L	0
	16		Westlands Water District	13817
	17		Westlands Water District	11004
	18		DWR Truck @ 13R	0
	18		City of Coalinga	1332
	18		Pleasant Valley Pumping Plant	10540
	18		Westlands Water District	11346
R6 18145	19		Alta Gas	0
	19		City of Huron (P&R-Area 11) @ 22R	3
	19		DWR Water Truck @ 22R/CDFW @ 22R	0
	19		Lemoore N.A.S. thru WWD 28L,29L,&30L	317
	19		Kings County thru WWD 30L	0
	19		Westlands Water District	17825
R7 15710	20		City of Huron @ 23R	94
	20		DWR Water Truck @ 23R	0
	20		Westlands Water District	11206
	21		City of Avenal	285
	21		Kings County thru WWD 37L,38L	0
	21		Westlands Water District	4125
120352		0	<---TOTALS--->	120352
TOTALS BY CUSTOMERS				
Inflow Into Aqueduct:				
0 AF TOTAL for PUMP-IN			Santa Nella County Water District	24
0 AF TOTAL for FLOOD			Pacheco Water District	978
			San Luis Water District	5885
			Panoche Water District	3243
			Westlands Water District	90869
			AltaGas	0
			City of Huron @ 23R	94
			City of Huron (P&R/Area 11 @ 22R)	3
			Lemoore N.A.S. thru WWD @ 28L,29L&30L	317
			Kings County thru WWD Laterals	0
			City of Avenal	285
			City of Dos Palos	198
			City of Coalinga	1332
			CDFW @ O'Neill Forebay	49
			San Felipe -Pacheco Tunnel	17074
			CDFW @ 4L, 6L, 7L	0
			DWR Water Truck @ 13R	0
			Parks & Recreation	1
			Cattle Program @ O'Neill Forebay	0
Pool 12 - Reach 2B			Customers Total:	120352
VA Turnout Use AF = 49				
DWR 3137(Rev.9/15)				120401



Monthly Availability Report

CW "Bill" Jones Pumping Plant

August - 2025

Unit #	Max Hours	Scheduled Outages (1)	%	Unscheduled Outages (2)	%	Over-all Availability %	Starts	Comments
							Pump	
Unit-1	744	0.0	0.00%	0.0	0.00%	100.00%	1	
Unit-2	744	0.0	0.00%	158.9	21.36%	78.64%	4	
Unit-3	744	0.0	0.00%	0.0	0.00%	100.00%	1	
Unit-4	744	54.4	7.31%	1.1	0.15%	92.54%	7	
Unit-5	744	0.0	0.00%	0.0	0.00%	100.00%	1	
Unit-6	744	0.0	0.00%	0.0	0.00%	100.00%	2	
Total	4464	54.4	1%	160.0	3.58%	95.42%	16	

Notes:

(1) Planned maintenance

(2) Emergency outages and maintenance performed with less than 24 hours advance notice



Monthly Availability Report

O'Neill Pump/Generating Plant

August - 2025

Unit #	Max Hours	Scheduled Outages (1)	%	Unscheduled Outages (2)	%	Over-all Availability %	Starts		Comments
							Pump	Gen	
Unit-1	744	0.0	0.00%	0.0	0.00%	100.00%	2	0	
Unit-2	744	0.0	0.00%	0.0	0.00%	100.00%	1	0	
Unit-3	744	0.0	0.00%	0.0	0.00%	100.00%	4	0	
Unit-4	744	15.5	2.08%	728.5	97.92%	0.00%	0	0	
Unit-5	744	0.0	0.00%	0.0	0.00%	100.00%	3	0	
Unit-6	744	0.0	0.00%	0.0	0.00%	100.00%	1	0	
Total	4464	15.5	0%	728.5	16.32%	83.68%	11	0	

Notes:

(1) Planned maintenance

(2) Emergency outages and maintenance performed with less than 24 hours advance notice



Monthly Availability Report

DCI Pumping Plant

August - 2025

Unit #	Max Hours	Scheduled Outages (1)	%	Unscheduled Outages (2)	%	Over-all Availability %	Starts	Comments
							Pump	
Unit-1	744	0.0	0.00%	744.0	100.00%	0.00%	0	
Unit-2	744	0.0	0.00%	744.0	100.00%	0.00%	0	
Unit-3	744	0.0	0.00%	0.0	0.00%	100.00%	3	Tube clearance inspection and Clock replacment
Unit-4	744	0.0	0.00%	12.8	1.72%	98.28%	4	Tube clearance inspection and Clock replacment
Unit-5	744	0.0	0.00%	0.0	0.00%	100.00%	5	Clock Replacement
Unit-6	744	0.0	0.00%	0.0	0.00%	100.00%	6	Clock Replacement
Total	4464	0.0	0%	1500.8	33.62%	66.38%	18	

Notes:

(1) Planned maintenance

(2) Emergency outages and maintenance performed with less than 24 hours advance notice



Official Memorandum

PO Box 2157
Los Banos, CA 93635
sldmwa.org

To: SLDMWA Board of Directors and Alternates

From: Scott Petersen, Water Policy Director
Cynthia Meyer, Special Programs Manager

Date: October 9, 2025

RE: Staff Report on Science Program - September 2025

Summary

The San Luis & Delta-Mendota Water Authority's ("Water Authority") current science commitments for Fiscal Year 26 (March 1, 2025 – February 28, 2026) may be considered in two categories. First, the Water Authority re-budgeted \$265,000 from the FY25 budget to fund three activities and/or studies previously authorized to be funded. Second, the Water Authority has budgeted \$591,250 in the current budget for science studies. More detail regarding the various science commitments is provided below. In total, the Water Authority started the current fiscal year with approximately \$856,000 available to fund science, of which \$594,296 has been obligated, leaving \$261,704 in unobligated funds available for the remainder of the fiscal year.

Previous Commitments - \$265,000 in FY 26 Budget

Subject			Description of Work / Objective(s)	FY 26 Budget
Joint	Funding	Delta	Funds support and assistance with the structured decision making for recommendations for summer-fall habitat actions for delta smelt by the Delta Coordination Group to the U.S. Bureau of Reclamation and the Department of Water Resources. Main contract with Dr. Jennie Hoffman with Adaptation/Insight, using Compass Resources.	\$15,000
Coordination Group	Structured	Decision-making Facilitation		
University of California, Merced Science Partnership			Funds support initiating a partnership with the University of California, Merced, for capacity building in the Science Enterprise and to conduct research into issues of importance to member agencies. 1. Water Regulations Workbook 2. Economic Modeling Project	\$250,000



New Science - \$591,250 in FY 26 Budget

Subject	Description of Work / Objective(s)	FY 26 Budget
Science Studies/Efforts		\$591,000
SLDMWA Technical, Science and Regulatory Support	Funds will be used for engagement in Science Program, technical or regulatory efforts that arise in FY 2026. Anticipated use includes technical support for the implementation of long-term operations of the CVP and SWP and supporting E.O. 14181, ESA/CESA listing decisions, and engagement in efforts associated with the Bay-Delta Plan Update and HRL Science Plan. Funding obligated to date includes: 1. Facilitation and Technical Support for Development of Healthy Rivers and Landscapes 2. Science and Water Operations Technical Support 3. Recreational Ocean Harvest Monitoring Survey and Development of Machine Learning Video Analytical Tool	\$200,000
LTO Implementation – Special Studies Program	Funds support special studies to enhance the scientific basis for implementation of the Long-term Operations of the CVP.	\$150,000
Delta Coordination Group Summer Fall Habitat Action Structured Decision-Making Facilitation Support	Funds support facilitation and assistance with Delta Coordination Group Structured Decision Making for Delta Coordination Group recommendations to Reclamation and DWR related to Summer Fall Habitat Actions in the Biological Opinions and State Incidental Take Permit. Project jointly funded with State Water Contractors and the contract is with Compass Resources, with a subcontract held by Jennie Hoffman of Adaptation/Insight, who is performing facilitation support services for the Group.	\$10,000
Dissolved Oxygen Aerator	Joint funded project to maintain the Dissolved Oxygen Aerator at the Port of Stockton to meet Water Quality Standards.	\$6,250
University of California, Merced Science Partnership	Funds will be used to expand the partnership with the University of California, Merced, established last fiscal year, for capacity building in the Science Enterprise and to conduct research into issues of importance to member agencies.	\$225,000



Science Program Activities

Staff participates in several science forums and coordination activities. The highlights include:

Agreements for Healthy Rivers and Landscapes (“Agreements”) Science Committee (Bay-Delta Plan Update)

The Agreements Science Committee requested an independent science review of the revised Science Plan by the Delta Science Program. The review was completed in July 2025. Staff is participating in the consideration of suggestions from the final review. The initial draft of three tributary specific science were distributed to the science committee for review. These plans will be revised and subsequently reviewed. Staff is assisting with the development of the Data Management Strategy associated with the science plan activities.

Delta Coordination Group (DCG)

The DCG is undertaking the development of a synthesis report to review the effects of previous summer-fall habitat actions to better inform future adaptive management decisions. The initial draft was provided at the August meeting. Staff provided suggested revisions. For the 2025 Summer-Fall Action, DWR completed 60-day operation of the Suisun Marsh Salinity Control Gates for June 23, 2025 through August 22, 2025. In addition, DWR submitted a permit amendment to not implement Fall X2 in 2025.

ESA Consultation for the Long-Term Operations of the CVP and SWP

Staff is participating in initial discussions for potential revisions of the 2024 Record of Decision. The Presidential memorandum requires Reclamation to modify the recently signed Record of Decision. The 2024 LTO documents are available on the Reclamation website: <https://www.usbr.gov/mp/bdo/lto/index.html>

The National Academies of Sciences, Engineering, and Medicine independent review of the Long-term Water Operations of the CVP and SWP is currently holding closed workshops to develop the final report. The final report is anticipated for December 2025. The draft report was distributed for selected reviewers prior to public release. Information and recordings of the public meetings and presentations are available at <https://www.nationalacademies.org/our-work/review-of-the-long-term-operations-of-the-central-valley-project>

Water Authority Science Coordination Workgroup

The Science Coordination Workgroup met on July 23, 2025. Staff provided an update on the Science Program accomplishments including the two task orders for the UC Merced agreement, activities pertaining to Golden Mussels, objectives for the year, and potential projects. The quarterly Science Coordination Workgroup meeting will be held on October 22, 2025. Staff is participating in the planning committee for the upcoming Interagency Ecological Program Conference in March 2026.

The Science Coordination Workgroup is supporting the 2025 Ocean Recreational Salmon Fishing Monitoring project led by Brad Cavallo. There is a well-known data gap of information connecting the ocean fishing harvest to the returning spawning population in the rivers. The integration of improved recreational harvest data will assist with the population estimates. The recreational fishery was only allowed to harvest one weekend in June. This concentrated season provided an opportunity to deploy video monitoring stations to estimate the increase in fishing effort. Staff are invited to present the findings at the RecFIN technical meeting on October 16, 2025 in Monterey, CA.



Staff has been participating in the Golden Mussel Response Task Force meetings, coordinating with Valley Water, Westlands, and Contra Costa, and working with staff to begin a monitoring and response plan in the Delta-Mendota Canal. Golden Mussels are an invasive species first detected in October 2024. Similar to Quagga/Zebra Mussels, the Golden Mussels have potential to impact infrastructure with their expedient colonization. Staff placed monitoring plates in April 2025 along the Delta Mendota Canal and pumping plants. The plates are examined monthly. Golden Mussels have been detected at Jones Pumping Plant and O'Neill forebay and pumping plant. Staff is providing information and scientific support to members, as needed.



Official Memorandum

PO Box 2157
Los Banos, CA 93635
sldmwa.org

To: SLDMWA Board of Directors and Alternates

From: Scott Petersen, Water Policy Director
Chris Linneman, Regional Drainage Coordinator
Orvil McKinnis, Westside Watershed Coalition Coordinator

Date: October 9, 2025

RE: Staff Report on Activity Agreements - September 2025

Background

This memorandum serves as the Staff Report for September 2025 regarding specified¹ Water Authority activities not separately addressed on the Board meeting agenda.

Integrated Regional Water Management Activity (IRWM) Summary

The Roundtable of Regions met to determine potential paths forward for the IRWM Program in the future, given the limited amount of funding provided in Proposition 4 for IRWM Activities (\$100M), and has released a transition plan that may be of interest to member agencies².

Westside San Joaquin Integrated Regional Water Management Plan (IRMWP)

Self-Help Enterprises has prepared a draft Community Water Needs Assessment for disadvantaged communities (DACs) in the Westside San Joaquin IRWM Region, incorporating revisions from staff. The Assessment is being updated to identify and prioritize the most critical drinking water needs for DACs in the region, especially during drought years. The revised draft will be distributed to an IRWM Activity Agreement Member subcommittee for review and input prior to completion, which is anticipated in October.

At present, all tasks for the Proposition 1 IRWM grant are on schedule. An amendment request letter for Amendment 7 was submitted to DWR to accommodate construction delays for both CCID and Westlands. The requested amendment would extend the agreement end date to June 30, 2026 with no funds to be requested after September 30, 2026. DWR has granted the amendment request and the term of the grant has been extended to June 30, 2026.

¹ For the sake of completeness, this includes those Activity Agreements that have been approved by the Board of Directors, but not yet signed by all interested members and/or participants (i.e., the Los Vaqueros Expansion Project Activity Agreement, the Exchange Contractors 2019-2023 Transfer Program Activity Agreement, and the Westside-San Joaquin Integrated Regional Water Management Activity Agreement).

² Request from Authority staff.



Finally, staff has executed a contract with The Ferguson Group for grant support to support implementation of IRWM projects in the region. Staff will be rolling out the introduction to the program for member agencies in September for calls for projects throughout the region to be aggregated into a master list to seek funding support.

Staff intends to produce a master list of member agency projects, with the intention of using this list to identify funding opportunities, as well as programs that need additional funding support, to assist in guiding educational efforts related to infrastructure funding to advance member agency and Water Authority priority projects.

Sustainable Groundwater Management Activity (SGMA) Activity Summary

General SGMA Activities

Q3 water level and quality measurements are being uploaded by the GSAs into the subbasin database for evaluation by technical consultants for the 2025 report and associated monitoring for GSP implementation.

The various Committees authorized approval of a Subbasin Well Mitigation Plan, and continued discussions around transitioning to a new fiscal and administrative agent in the FY27 year, consistent with Authority engagement in implementing the Strategic Plan. Action was taken to recommend that GSA's adopt a resolution to establish a new joint-powers authority (JPA), with a goal of full adoption by all D-M Subbasin GSA's by Nov. 21, leaving sufficient time to stand up the new JPA and transition contracting authority to the newly established JPA for program implementation in Water Authority FY27. If there are delays, the Water Authority will continue to support program implementation through the Water Authority budgeting process, with a transition to take place during FY27, once the new JPA is established.

Groundwater Sustainability Agencies (GSAs) in the Delta-Mendota Subbasin have finalized and adopted Pumping Reduction Plans (PRPs) for their respective Zones. The PRPs are part of the adopted GSP for the Subbasin. They are specific to identified "zones" and are a key component to effective local SGMA implementation. The PRPs will guide GSAs as they seek to avoid "undesirable results" as defined in the law for six sustainability indicators. These indicators include groundwater levels, subsidence, water quality, loss of storage, and interconnected surface water. PRPs began implementation in January 2025.

Coordinated Activities

A subgroup of Coordination Committee members and technical consultants are meeting with State Water Resources Control Board (SWRCB) staff as the Subbasin seeks to avoid a possible "Probation" designation. SWRCB Staff continues to request additional details on the GSP's proposed actions on the water quality sustainability indicators, but positive momentum is occurring and there seems to be general agreement between Board staff and subbasin representatives on a path forward that could move the subbasin off the probation pathway.

Finally, work was completed on one and work continues to advance the construction of two other interconnected surface water monitoring well installations and three continuous GPS monitoring stations to improve the Subbasin's monitoring network. Authority staff are coordinating with needs for the Delta-Mendota Canal, in addition to the general monitoring network, in discussions about subsidence monitoring stations.



Drainage Activity Summary

Grassland Basin Drainage Management Steering Committee Activity

The Grassland Bypass Channel gates have remained closed since February of 2024 despite substantial rain events in February and March. Selenium concentrations in Mud Slough and the San Joaquin River remain below the water quality objective.

Grassland Basin Program Activities

- General administration: Review and approve consultant billing. Field review of drainage conditions and correspondence with SJRIP manager. Correspondence with Regional Board staff occurred as required.
- Mud Slough Restoration Project: The intent of this project is to restore Mud Slough in accordance with the 2010 MOU between the Authority and California Department of Fish and Wildlife (CDFW). The Water Authority adopted the CEQA for the project in December 2021, which was not challenged. CDFW provided a letter in January 2024 that accepted the Water Authority's proposed actions to restore Mud Slough as it relates to the MOU, focused on the removal of old flow control structures. These structures were removed in August and this work is now complete. There is an issue separate from the MOU concerning restoring Mud Slough flows into Newman Lake. Alternatives to address that are still in discussion.
- Compliance Monitoring: Monitoring in compliance with the 2019 revised WDRs and 2019 Use Agreement is a continuous and daily effort. Regular flow, water quality and toxicity monitoring are required at eight locations at a frequency that varies from monthly to daily.
- Grassland Drainage Area Coalition: Work continues to provide coverage for farmers within the Grassland Drainage Area for the Irrigated Lands Regulatory Program.
- Proposition 84 Grant: Work is ongoing to support the Prop 84 Grant administered by Panoche Drainage District for improvements to the San Joaquin River Improvement Project. The Short-Term Storage Basins construction is completion. Two additional projects are in progress.

San Luis & Delta-Mendota Water Authority
Contract/Procurement Activity Report
From September 1, 2025 to September 30 2025

Date Executed	Contract Title	Vendor or Service Provider	Contract Amount	Contract Solicitation Type	Contract Type	Funding Source	Notes
9/16/2025	F26-DCI-004 DCI Unit 1 & 2 Motor Control Centers Replacement and Commissioning	Rexel USA, Inc.	\$466,439.53	Sole Source	Services/ Maintenance	EO&M Fund 26 Q1-60	Board approved contract at September 11, 2025 meeting.

CONTRACT CHANGE ORDER NOTIFICATIONS:

Date Executed	Contract Title	Vendor or Service Provider	Change Order Amount	Original Contract Amount	% Change	Justification
9/24/2025	F26-DMC-007 DMC Road Maintenance Chipseal (MP 86.19 - MP 111.51)	Talley Oil, Inc.	\$22,680.00	\$396,465.15	5.72%	Additional application of SS-1 oil was required between O&M road between MP 97.68 - MP 100.85 on the right side.

This Procurement Activity Report is intended to satisfy the requirements in the San Luis & Delta-Mendota Water Authority's Consolidated Procurement Policy that the Board be notified of all contracts awarded under informal and formal bidding procedures and single-source procedures, as well as certain change orders, promptly following award.



Official Memorandum

PO Box 2157
Los Banos, CA 93635
sldmwa.org

To: SLDMWA Water Resources Committee Members and Alternates

From: Scott Petersen, Water Policy Director

Date: October 6, 2025

RE: Water Resources Committee to Consider Recommendations on Legislation / Board of Directors to Consider Same

Recommendation

Recommend to the Water Resources Committee and Board of Directors to adopt the following positions on legislation:

Federal Legislation

- Adopt a position of "Support and Amend" on H.R. 3572 (Valadao), To make projects in certain counties eligible for funding under the rural surface transportation grant program, and for other purposes.

Federal Legislation

H.R. 3572 (Valadao), To make projects in certain counties eligible for funding under the rural surface transportation grant program, and for other purposes.

RECOMMENDATION: Support and Amend

OBJECTIVE: Improve Water Infrastructure Affecting Authority Member Agencies

Summary

The bill amends the rural surface transportation grant program to include counties with at least \$1 billion in annual agricultural production and \$500,000 per square mile in agricultural output. It defines farm-to-market roads as roads within these covered counties and mandates that 10 percent of annual grant funds be reserved for projects on such roads. The Secretary of Transportation, in coordination with the Secretary of Agriculture, is required to create and annually update a list of eligible covered counties based on agricultural metrics adjusted for inflation.

Status

H.R. 3572 was introduced on May 21, 2025, and has been referred to the House Committee on Transportation and Infrastructure.

Importance to the Authority

The Rural Surface Transportation Grant Program supports projects that improve and expand the surface transportation infrastructure in rural areas to increase connectivity, improve the safety and reliability of the movement of people and freight, and generate regional economic growth and improve quality of life.



Eligible Applicants:

- a State;
- a regional transportation planning organization;
- a unit of local government;
- a tribal government or a consortium of tribal governments; or
- a multijurisdictional group of entities above.

Eligible Projects:

- A highway, bridge, or tunnel project eligible under National Highway Performance Program
- A highway, bridge, or tunnel project eligible under Surface Transportation Block Grant
- A highway, bridge, or tunnel project eligible under Tribal Transportation Program
- A highway freight project eligible under National Highway Freight Program
- A highway safety improvement project, including a project to improve a high-risk rural road as defined by the Highway Safety Improvement Program
- A project on a publicly-owned highway or bridge that provides or increases access to an agricultural, commercial, energy, or intermodal facility that supports the economy of a rural area
- A project to develop, establish, or maintain an integrated mobility management system, a transportation demand management system, or on-demand mobility services

This legislation would set aside 10% of the total rural surface transportation grant program for farm-to-market roads in counties with $\geq \$1B$ in agricultural value & $\geq \$500K/sq\ mi$ in agricultural productivity, both of which are met in Merced County. This legislation, if enacted, could create prioritized funding for rural roads impacting the affordability of Water Authority or member agency infrastructure projects, but does not include a specific linkage for prioritizing infrastructure interdependency and “bridge” infrastructure.

Suggested amendments include adding language to prioritize these two items.

Guidelines for Taking Positions on Legislation

A number of controversial bills are introduced each year in the Congress and in the California Legislature. It is important to understand how the Authority takes positions on legislation.

Policy

By Agenda Item 7, dated December 12, 2024, the Board adopted the Fiscal Year 2026 Objectives.

Water Authority's Positions on Legislation

The Water Authority takes positions on legislation that, if enacted, would impact Water Authority members, consistent with Water Authority Board adopted Goals and Objectives. The Water Authority may take the following positions on legislation: Oppose, Support, Oppose Unless Amended, Support if Amended, Not Favor, Favor, Not Favor Unless Amended, Favor if Amended, and Watch (neutral). The Water Authority’s staff and consultants testify and advocate with legislators and staff through meetings and member agency contacts on all positions except Watch, Favor and Not Favor. For Favor and Not Favor positions, written communication of the Water Authority’s position is provided to the legislator. Nothing in this section should be read to preclude the Executive Director or his or her delegate from taking an informal support or informal oppose position on behalf of the Water Authority that is consistent with adopted legislative or policy objectives, or to preclude the Executive Director from



communicating a position on emergency legislation after obtaining the concurrence of the Chair, or the Chair's designee, provided that the Executive Director informs the Board regarding such positions on emergency legislation no later than the next regularly scheduled Board meeting.

Amendment Development Process

If the Water Authority takes an Oppose Unless Amended or Support if Amended position, the Water Authority will typically discuss the concepts for the amendments at the meeting. Then Water Authority staff, in consultation with Committee and/or Board Members as needed, will develop the amendments after the meeting.

Information Sharing

To provide adequate information to the entire Water Authority membership, the Water Authority provides legislative updates, posts positions and other information on our website, and sends out advisories and alerts on key legislation.

The Water Authority's legislative department is available to provide specific information on bills on request and Board Members are encouraged to communicate Water Authority positions on priority legislation in meetings with legislative staff, consistent with Water Authority policy. The Water Authority's Water Policy Director appreciates being informed by Water Authority members of positions taken by Water Authority members on legislation.



BILL TEXT

119TH CONGRESS
1ST SESSION

H. R. 3572

To make projects in certain counties eligible for funding under the rural surface transportation grant program, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

MAY 21, 2025

Mr. VALADAO (for himself, Mr. FONG, Mrs. CHERFILUS-McCORMICK, and Mr. COSTA) introduced the following bill; which was referred to the Committee on Transportation and Infrastructure

A BILL

To make projects in certain counties eligible for funding under the rural surface transportation grant program, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. RURAL SURFACE TRANSPORTATION GRANT**
4 **PROGRAM.**

5 Section 173 of title 23, United States Code, is
6 amended—

7 (1) in subsection (a) by adding at the end the
8 following:

1 “(3) COVERED COUNTY.—The term ‘covered
2 county’ means a county that has an annual gross
3 agricultural production value of at least
4 \$1,000,000,000 and agricultural production of at
5 least \$500,000 per square mile, for all crops and
6 livestock sold, adjusted annually for inflation in ac-
7 cordance with the Consumer Price Index published
8 by the Bureau of Labor Statistics of the Depart-
9 ment of Labor.

10 “(4) FARM-TO-MARKET ROAD.—The term
11 ‘farm-to-market road’ means a road located within a
12 covered county.”;

13 (2) in subsection (i) by striking “subsection
14 (k)(1)” and inserting “paragraphs (1) and (4) of
15 subsection (k)”;

16 (3) in subsection (k)—

17 (A) by redesignating paragraph (4) as
18 paragraph (5);

19 (B) by inserting after paragraph (3) the
20 following:

21 “(4) FARM-TO-MARKET ROADS.—The Secretary
22 shall reserve 10 percent of the amounts made avail-
23 able for the program for each fiscal year to provide
24 grants for eligible projects located on farm-to-market
25 roads in any amount.”; and

1 (C) in paragraph (5) (as so redesignated)
2 by striking “or (3)” and inserting “(3), or (4)”;
3 and
4 (4) by adding at the end the following:
5 “(p) ELIGIBLE COVERED COUNTIES.—The Sec-
6 retary, in consultation with the Secretary of Agriculture,
7 shall create, and annually update, a list of covered coun-
8 ties.”.

○



Official Memorandum

PO Box 2157
Los Banos, CA 93635
sldmwa.org

To: Water Resources Committee Members and Alternates / Board of Directors and Alternates

From: Scott Petersen, Water Policy Director

Date: September 29, 2025

RE: Recommendation to Board of Directors to Authorize Execution of Professional Services Agreement for Public Affairs Services, and Expenditure of Up to \$110,000.

Background

The San Luis & Delta-Mendota Water Authority's ("Water Authority") Strategic Plan, adopted in late 2023, has a number of key Goals and Objectives that involve communications functions, including the following:

- Goal 4: Effective Communication and Engagement with Members and Key Stakeholders
 - Objective 4.1: General public understanding and support for issues the Water Authority supports is increasing.
 - Objective 4.2: The Water Authority supports collaborative programs to educate the broader public in California about critical issues important to the Water Authority.
 - Objective 4.3: Understanding and support for the Water Authority and its objectives from key identified stakeholders is increasing.
 - Objective 4.4: The Water Authority's logo and branding design is updated.
 - Objective 1.4: The Water Authority's scientific studies and communication are considered credible in relevant legislative, scientific, regulatory, and public arenas.
 - Objective 1.6: The effectiveness and value of the Water Authority's regulatory, legislative, legal, and administrative activities and strategies are periodically evaluated, and appropriate changes are made.

A thorough and effective communications program is central to achieving the objective outlined in the Strategic Plan, particularly in educating stakeholders and the public on key priorities of the Water Authority and its members, and demonstrating the interrelationship between public affairs and successful outcomes on policy and legislative priorities.

There are two main functions that a public affairs professional should provide for the Water Authority:

- (1) Support of policy objectives through campaign-style communications activities, consistent with the bounds of a public agency, and
- (2) Storytelling that highlights the contributions of the Water Authority and its members to the region, state, and nation.

Historically, the Water Authority has used the California Farm Water Coalition ("CFWC") for its public affairs function, however, a need for expanded capacity for SLDMWA has resulted in staff exploring the opportunity to transition to a new service provider.



Staff solicited input from a number of water professionals in Sacramento and other regions within California, reviewed the landscape of public affairs professionals, and identified three firms with a combination of capacity, talent, the potential for policy integration, and experience in the water sector, from which to solicit proposals for services, consistent with the Water Authority's informal procurement policy for professional services.

Two key deliverables are required by the end of the fiscal year, with a target to complete by the end of the calendar year:

- (1) An updated Communications Plan that is informed by and supports the completion of the Water Authority's policy objectives and supports the elevation of member agency benefits to the region, the state, and the nation, and
- (2) A website analysis and update to reflect the new brand identity and aligned with the revised Communications Plan and required standards. It is anticipated that the updated Communications Plan will influence the development of proposed activities for FY 27, as well as the execution of a subsequent contract to implement the updated Communications Plan.

Note that the contract falls within delegated authority to staff under the Water Authority's Procurement Policy, and staff is bringing this item to the Committee and Board as both an update on Strategic Plan objectives and an action associated with ongoing analysis of consultant support and Water Authority needs.

Issue for Decision

Whether to authorize execution of Professional Services Agreement with Lucas Public Affairs ("Lucas") for the provision of Public Affairs Services, and expenditure of up to \$110,000 utilizing existing Fund 03 – Public Affairs // Communications funds.

Recommendation

After review of various proposals, staff recommends engaging Lucas for a 90-day task order specific to the development of a new Communications Plan and website redesign. This will provide staff the opportunity to develop an assessment of the long-term viability of public affairs support through Lucas Public Affairs and work to develop necessary budget amounts for FY27 to support implementation of the new Communications Plan.



Analysis

Lucas's combination of water experience, client list, lack of direct conflicts, and thorough onboarding process meet the Water Authority's needs for Phase 1, and should provide an opportunity to evaluate future engagement for Communications Plan implementation support in the long-term.

Name		Experience	Work Quality	Team Capacity	Notes
Lucas	Public Affairs	5	5	5	Well connected, excellent reputation as integrated in Sacramento political system to cross political divides. Internal content production capability and analytical metrics development and reporting available. Key clients: California Water Resilience Initiative, Delta Conveyance and Design Construction Authority

Budget Implications

The approved Public Affairs budget for FY26 is \$323,200, covering consultant support, media subscription, and newsletter distribution services. To date, \$173,744 has been obligated, leaving \$149,456 available. Remaining funds will be directed to three priorities: (1) Communications Plan update, (2) website redesign and deployment, and (3) selection of new public affairs consultant and demonstration of level of service heading into the development of the FY27 budget cycle and selection of consultant for the following fiscal year.

Assuming onboarding in November, the new website vendor will require approximately \$15,000 in FY26. Media Monitor service and on-call website support during the transition from CFWC will require an additional \$19,000 for the remainder of the fiscal year, leaving \$115,456 available for the public affairs consultant without requiring a budget adjustment.

Budget allocations are reflected in the chart by phase: (1) Phase 1: Communications Plan Update and Website Relaunch, and (2) Phase 2: Communications Plan Implementation.

Name	Phase 1	Phase 2
	(One-time)	(Retainer)
Lucas Public Affairs	\$50,000 + 7%	\$15-18k / mo



ATTACHMENTS

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

For

Public Affairs Services to Implement Key Objectives in SLDMWA Strategic Plan

THIS AGREEMENT is made and entered into effective [Date], between the San Luis & Delta-Mendota Water Authority, hereinafter referred to as "SLDMWA" and Lucas Public Affairs, hereinafter referred to as "Consultant" for professional services as set forth herein.

Task Order Contract: ☒ Yes ☐ No

The following designated Exhibits are incorporated fully into and made a part of this Agreement:

Exhibit A – Scope of Services

Exhibit B – General Terms and Conditions for Professional Services

Exhibit C – Fees, Hourly Rates a Reimbursable Costs/Expenses

Exhibit D – Task Order Format, applicable to Task Order Contracts

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

Consultant shall provide the professional services described in the Scope of Services set forth in Exhibit A as may be amended or augmented from time to time, and in accordance with this Agreement, any Task Orders applicable to the Agreement, and the General Terms and Conditions for Professional Services set forth in Exhibit B, and for the compensation set forth in Exhibit C, Fees, Hourly Rates, and Reimbursable Costs/Expenses.

Any change in the Scope of the Services, budget or schedule set forth therein, or to any other matter materially affecting the performance of or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by SLDMWA.

2. TERM OF AGREEMENT AND PERFORMANCE SCHEDULE

This Agreement shall become effective as of the date indicated and shall continue until the earlier of the completion of all required services or five (5) years from the effective date of the Agreement.

3. PARTY REPRESENTATIVES AND NOTICES

Each party's designated representative for administration of this Agreement and receipt of notices is designated below. All notices or other communications provided for by the Agreement shall be in writing and shall be sent by 1) personal delivery, 2) nationally recognized overnight delivery service (such as Federal Express) which provides evidence of delivery, 3) first class United States mail (postage prepaid), registered or certified, return receipt requested, or 4) e-mail with a copy by first class U.S. mail. Notice shall be deemed received on the date actually delivered if delivered by personal delivery, overnight delivery, or U.S. Mail with return receipt requested and delivered during normal business hours on a business day. Notice by e-mail shall be deemed delivered on the date of transmission, unless the same is

after 5:00 p.m. or on a weekend or holiday, in which event delivery shall be on the next business day. A party may change its address for notices under the Agreement by giving notice as provided herein. Notices shall be sent to the following party representatives at the following addresses:

<u>SLDMWA</u>	<u>Consultant</u>
Scott Petersen San Luis & Delta-Mendota Water Authority 1331 Garden Highway, 2 nd Floor Sacramento, CA 95833 scott.petersen@sldmwa.org (209) 597-0232	Donna Lucas Lucas Public Affairs 1215 K St., Suite 1010 donna@lucaspublishaffairs.com 916-492-2707

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day, month and year so indicated above. If Consultant is a corporation, partnership or limited liability company, documentation must be provided that the person signing below for Consultant has the authority to do so and to so bind Consultant to the terms of this Agreement.

<u>San Luis & Delta-Mendota Water Authority</u>	<u>Consultant</u>
By: _____ Pablo Arroyave Chief Operating Officer San Luis & Delta-Mendota Water Authority	By: _____ Donna Lucas Chief Executive Officer Lucas Public Affairs

EXHIBIT A
SCOPE OF SERVICES

Consultant will provide professional services to SLDMWA, as directed. Individual work efforts, specific tasks, assignments, deliverables, and associated cost estimates will be described in sequential Task Orders. Consultant services rendered under this contract shall include public affairs services. Consultant will track specific work efforts according to each Task Order.

In performing the services pursuant to this Agreement, Consultant shall determine the means and the manner by which to accomplish those services and/or each sequential task in the case of a Task Order agreement. SLDMWA expects that Consultant will exercise independent judgement and discretion in performing the services and/or tasks required by this Agreement.

EXHIBIT B
GENERAL CONDITIONS

ARTICLE 1. BASIC SERVICES OF CONSULTANT

A. Basic Services: Consultant's Basic Services consist of the Scope of Services described in **Exhibit A** to the Agreement, all in accordance with all terms of the Agreement and applicable laws and regulations. If any conflict exists in describing the Basic Services, the provision reflecting the broader scope of Basic Services shall control.

B. Trust and Confidence: Consultant accepts the relationship of trust and confidence established between SLDMWA and Consultant by the Agreement.

C. Consultant's Skills and Compliance with Professional Standards: Consultant represents and warrants that it is skilled in the professional calling necessary to perform all services, duties and obligations required by the Agreement; that it is familiar with the statutes, regulations, and other requirements applicable to its Basic Services; that all of its work will conform to current law and professional practices and standards regarding such requirements; and that Consultant will exercise due professional care and will cooperate with any other consultant or contractor also employed by SLDMWA in connection its services under this Agreement. Consultant further represents and warrants to the SLDMWA that it has all licenses, permits, qualifications, and approvals of whatever nature that are required to practice its profession, and that it will keep all such licenses and approvals in good standing and effect during the term of the Agreement. Consultant agrees to perform its work with the skill and judgment of a prudent professional practicing in California and in the most expeditious and economical manner consistent with the interests of SLDMWA.

D. Responsibility for Work: Any review, approval or acceptance of any of Consultant's work under the Agreement shall not relieve Consultant from responsibility for errors and/or omissions in its work or the work of its sub-consultants.

E. Compliance with Laws: At its sole cost and expense, and as part of its Basic Services, Consultant shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of its work, including those relating to safety of its employees and sub-consultants, hazardous materials, and equal employment opportunities; obtain all permits and licenses necessary for performance of its work; pay all wages, fees, benefits, and other amounts due to personnel and sub-consultants in connection with their performance of services and as required by law; pay all local, state, and federal taxes associated with its work; and pay all amounts required by law in connection with employees including, but not limited to, Social Security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance premiums. Upon SLDMWA's request, Consultant shall furnish evidence satisfactory to SLDMWA that any or all of the foregoing obligations have been fulfilled.

F. Independent Contractor: Consultant shall be an independent contractor, and neither Consultant nor any employee of Consultant or its sub-consultants shall be deemed to be an employee of SLDMWA.

G. No Relation with Sub-consultants: Nothing in the Agreement shall create any contractual relation between SLDMWA and any sub-consultants, or their agents and employees, employed by Consultant. No sub-consultants, agents, employees or other parties are third party beneficiaries of the Agreement. Consultant shall be responsible to SLDMWA for the acts and omissions of its employees, sub-consultants, and their agents and employees, and other persons performing any of the work under the Agreement.

Note: See Article 20 for additional terms applicable to Task Order Contracts.

ARTICLE 2. SCHEDULE

A. Consultant shall perform in accordance with the time specified in the Agreement.

B. Any delays in or failure of performance by either party under this Agreement (except payment of compensation under Article 7) shall not constitute default hereunder and neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from force majeure which shall be defined to be causes or occurrences beyond the control of the party affected, including, but not limited to, acts of governmental authority, acts of God, strikes or other concerted acts of workmen, unavailability of labor or materials and operating equipment, fires, floods, explosions, riots, war, rebellion, insurrection and sabotage; provided, however, that the party whose performance is delayed shall have given notice and full description of the cause of the delay in writing to the other party as soon as possible after the occurrence of the cause relied on by it.

ARTICLE 3. EXTRA SERVICES OF CONSULTANT

A. Changes in Consultant's Services: SLDMWA, without invalidating the Agreement, may change Consultant's Basic Services by written notice to Consultant of such change. In addition, the scope or duration of Consultant's Basic Services may be changed by actions beyond the control, fault, or neglect of Consultant or its sub-consultants and require performance beyond the time currently estimated under the Agreement. Such additional services are referred to as herein as Extra Services.

B. Notice to SLDMWA: Consultant shall promptly notify SLDMWA if Consultant has been directed or otherwise caused to perform Extra Services, and if the Extra Services are expected to increase or decrease Consultant's costs and compensation, the duration of Consultant's services, or both. Failure to provide written notice to SLDMWA of an expected increase in time, cost or compensation prior to performing the Extra Services, and no later than fourteen (14) days following SLDMWA's written notice of a change to Basic Services or another event causing a change, shall absolutely waive Consultant's right to any increase in time or compensation.

C. Pricing of Changes: Following timely notice, SLDMWA and Consultant shall negotiate in good faith regarding changes to time and/or compensation. Absent a different agreement between SLDMWA and Consultant, Extra Services shall be performed on a time and materials basis calculated in accordance with the hourly rates set forth in **Exhibit C** and for such reimbursable expenses addressed below in Article 7. If Consultant will use sub-consultants to perform Extra Services, those sub-consultants and their billing rates must be approved in advance by SLDMWA. For such approved sub-consultants, Consultant may invoice SLDMWA at one hundred ten percent (110%) of the direct billings of the sub-consultants.

D. Documenting Changes: All Extra Services affecting the duration of the Agreement or compensation shall be documented in a written amendment executed by SLDMWA and Consultant. Prior to Consultant performing any Extra Services, either a) SLDMWA and Consultant shall execute an amendment encompassing such services or b) SLDMWA shall acknowledge in writing that it is directing the performance of Extra Services prior to executing an amendment. No claim for any additional compensation or time shall be valid unless authorized by a written amendment.

ARTICLE 4. CONFLICTS OF INTEREST

Consultant shall not have a familial, financial, or investment interest in any of the persons, contractors or companies with responsibilities related to the work described in Exhibit A or any Task Orders. A familial interest exists if any of Consultant's officers, directors, employee(s) providing professional services to SLDMWA, or owners of 10% or more of the business is the spouse, sibling, parent, child, grandparent, grandchild, aunt/uncle or niece/nephew of any of the officers, directors, project managers, or owners of 10% or more of the business of any of the persons, contractors or companies with responsibilities related to the work described in Exhibit A or any Task Orders. Consultant affirms that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interests of Consultant and SLDMWA. Consultant agrees to advise SLDMWA of any actual or potential conflicts of interest that may develop subsequent to the date of execution of the Agreement.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

Except as expressly authorized herein, Consultant shall neither assign its rights nor delegate its duties under the Agreement without prior written consent of SLDMWA. This prohibition of assignment and delegation extends to all assignments and delegations that lawfully may be prohibited by agreement. Except as expressly allowed in the Agreement, Consultant shall not subcontract any of the work to be performed or services to be rendered without the prior consent of SLDMWA.

ARTICLE 6. NON-DISCRIMINATION

Consultant shall not discriminate against any employee or potential employee on the basis of prohibited criteria, as defined in Government Code section 12940. Without limiting the foregoing in any way, during the performance of this Agreement, Consultant and its sub-Consultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant and sub-Consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and sub-Consultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its sub-Consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

ARTICLE 7. COMPENSATION; TAXES

A. Professional Services: Consultant agrees to perform the Basic Services and any authorized Extra Services, and SLDMWA agrees to pay Consultant for such services in accordance with **Exhibit C** to the Agreement, or such other rates for Extra Services as may be expressly agreed upon in writing between SLDMWA and Consultant.

B. Reimbursable Consultant Costs/Expenses: SLDMWA recognizes that certain costs and expenses associated with the services performed may be reimbursable to Consultant. Categories of costs/expenses that may be considered for reimbursement are included in **Exhibit C**. Payments to Consultant for reimbursable costs/expenses will be made only after the specific costs/expenses have been incurred and invoicing has been verified by submission of substantiating documentation, such as copies of paid invoices or other documentation confirming that such costs/expenses have been incurred by Consultant.

C. Invoicing: Consultant shall submit one (1) invoice monthly to SLDMWA, including applicable time records and identification of any deliverables submitted during the billing period, for the work performed the prior month at rates not to exceed those stated in **Exhibit C**, to Accounts Payable, San Luis & Delta-Mendota Water Authority, at accounts.payable@sldmwa.org. If applicable, Consultant's invoice also shall include reimbursable costs/expenses and Extra Services incurred for the billing period. Invoices requesting reimbursement for costs/expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices). Invoices requesting payment for Extra Services must reflect the hours being charged and a copy of SLDMWA's authorization notice. No payments will be made by SLDMWA to Consultant for monthly invoices requesting reimbursable or Extra Services absent the prior written authorization of SLDMWA.

D. Payment: Invoices received by SLDMWA on or before the 15th day of a given month and subsequently approved by SLDMWA will be paid by SLDMWA before the end of the following month. All other properly invoice amounts shall be paid not more than forty-five (45) days after delivery of an invoice. Disputed invoices shall be returned to Consultant within ten (10) working days of receipt.

E. Payment Disputes: SLDMWA may dispute any invoice or portion thereof which is not properly documented and in accordance with the Agreement. For any disputed payment, SLDMWA shall provide written notice describing its dispute to Consultant. 30-day payment period does not begin until an approved, undisputed invoice is received. There will be no interruption in services while invoices are being disputed. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SLDMWA. This decision shall be final and conclusive unless within ten (10) days from the date of the receipt of its copy, Contractor mails or otherwise furnishes a written appeal to SLDMWA's Chief Operating Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Operating Officer shall be binding upon Contractor and Contractor shall abide by the decision. Unless otherwise directed by SLDMWA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved. In the event of a dispute between each parties Terms & Conditions, SLDMWA terms will prevail.

F. Taxes: Any and all taxes imposed or assessed on Consultant's income by reason of this agreement or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of SLDMWA.

ARTICLE 8. SLDMWA'S OBLIGATIONS

SLDMWA shall cooperate with Consultant to facilitate the conduct of Consultant's performance of its services under this Agreement, including for purposes of the exchange of information and consultation, as well as to provide access as required to any SLDMWA facilities that are the subject of the services. Consultant's primary source of contact with the SLDMWA shall be the contact designated in the Agreement.

ARTICLE 9. CONFIDENTIAL INFORMATION

A. Confidential Information shall be (a) any and all information provided by SLDMWA (the "Disclosing Party") to Consultant (the "Receiving Party") that is labeled and/or marked confidential, and if disclosed orally, summarized in written format within (30) calendar days of disclosure and identified as "confidential", "trade secret", or "proprietary", and (b) information that is not labeled as "confidential", "trade secret", or "proprietary" but after which SLDMWA notifies Consultant as being "confidential", "trade secret", or "proprietary", SLDMWA shall retain all ownership rights over its Confidential Information.

B. The Confidential Information will be kept confidential, and will not, without SLDMWA's prior written consent, be disclosed by Consultant, in any manner whatsoever, in whole or in part, and shall not be used in any manner directly or indirectly by Consultant, other than in connection with providing services under this Agreement.

C. Confidential Information does not include information which (i) at the time of disclosure is within the public domain through no breach of this Agreement by Consultant; (ii) has been known or independently developed by and is currently in the possession of Consultant prior to disclosure or receipt hereunder; (iii) was or is acquired by Consultant from a third party (other than a Member customer contacted by Consultant through the operation of this Agreement) who did not to Consultant's knowledge breach an obligation of confidentiality by disclosing it to Consultant.

D. Consultant will retain the Confidential Information only so long as it is necessary to perform Consultant's tasks under this Agreement, and after such time, the Confidential Information will be returned to SLDMWA (or at SLDMWA's written option, destroyed), and Consultant will retain no copies of the Confidential Information.

ARTICLE 10. INSURANCE

A. Required Policies: Consultant and any sub-consultants shall procure and maintain insurance on all of its operations during the progress of its work described in Exhibit A and/or the Task Orders, with reliable insurance companies approved by the State of California Department of Insurance and with a Bests' rating of no less than (A) Level VII, on forms acceptable to SLDMWA, for the following minimum insurance coverages, which may be increased or expanded by the Agreement:

1. Workers' Compensation insurance and occupational disease insurance, as required by law, with limits of no less than \$1,000,000 per accident for bodily injury or disease.
2. Employer's liability insurance, with minimum limits of \$1,000,000, covering all workplaces involved in the Agreement.
3. Commercial General Liability Insurance in an amount not less than \$2,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Consultant's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than two million dollars (\$2,000,000) for each occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
4. Commercial Automobile Insurance for all owned, non-owned and hired vehicles used by Consultant in the performance of its services under this Agreement with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
5. Professional Liability Insurance, written on a "Claims Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and \$2,000,000 aggregate, insuring Consultant, for its own acts and for the acts of all persons for whose acts Consultant may be liable, against liabilities arising out of or in connection with negligent acts, errors, or omissions in connection with the carrying out of their professional responsibilities under the Agreement. Consultant shall provide SLDMWA proof of professional liability insurance coverage for two years following final completion of the Agreement.

B. Additional Terms:

1. All general liability policies shall name SLDMWA, its elected or appointed officers, officials, directors, agents, authorized volunteers, representatives and employees as additional insureds ("Additional Insureds"), include a severability of interest provision, and shall provide that such policy is primary and not contributory with any insurance carried by SLDMWA or its Members.
2. The insurance to be provided by Consultant under this Agreement shall not include any of the following: except for Professional Liability Insurance, any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by SLDMWA; any endorsement limiting coverage available to SLDMWA that is otherwise required by this Article 9; and any policy or endorsement language that (i) negates coverage to SLDMWA for SLDMWA's own negligence; (ii) limits the duty to defend SLDMWA under the policy; (iii) provides coverage to SLDMWA

only if Consultant is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under this Agreement shall not contain any restrictions or limitations which are inconsistent with SLDMWA's rights under this Agreement.

3. Consultant shall provide Certificates of Insurance, or other evidence of insurance as requested by SLDMWA, to SLDMWA within ten (10) days after receipt by Consultant of the executed Agreement. The certificates shall provide that there will be no cancellation, suspension, voiding or change of coverage without thirty (30) days' prior written notice to SLDMWA. There shall be no reduction or modification of coverage of insurance required by the Agreement without the written consent of SLDMWA. Consultant shall provide SLDMWA with a new or renewed certificate of insurance upon any changes or modifications to coverage, including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent with this Agreement.
4. The insurer(s) issuing the required policies shall, by separate endorsement, agree to waive all rights of subrogation against the "Additional Insureds" for losses arising in any manner from the products or work provided or performed by or on behalf of Consultant for SLDMWA, but this provision applies regardless of whether or not SLDMWA has received the waiver of subrogation.

ARTICLE 11. INDEMNITY; NO LIABILITY FOR CONSEQUENTIAL DAMAGES

A. Consultant shall, with respect to all work which is covered by or incidental to the Agreement, defend, indemnify, and hold harmless SLDMWA, its officers, directors, agents, representatives and employees (collectively "SLDMWA"), from and against any and all liens and claims asserted by firms or individuals claiming through Consultant, and claims, liability, loss, damage, civil fines, penalties, costs, or expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, other loss, damage, or expense to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct or breach of this Agreement by Consultant or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement. Consultant's duty shall include the duty to defend the indemnitees as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification, and Consultant shall employ counsel reasonably acceptable to SLDMWA for this defense obligation. Consultant shall not be obligated under the Agreement to indemnify SLDMWA to the extent that the damage is caused by the active or sole negligence or willful misconduct of SLDMWA or its agent or servants other than Consultant.

B. SLDMWA shall defend, indemnify, and hold harmless Consultant, its officers, directors, agents, representatives and employees (collectively "Consultant") from and against any and all claims, liability, loss, damage, civil fines, penalties, costs, or expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, other loss, damage, or expense to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct or breach of this Agreement by SLDMWA or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement

other than Consultant. SLDMWA's duty shall include the duty to defend the indemnitees as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification, and SLDMWA shall employ counsel reasonably acceptable to Consultant for this defense obligation. SLDMWA shall not be obligated under the Agreement to indemnify Consultant to the extent that the damage is caused by the active or sole negligence or willful misconduct of Consultant or its agent or servants.

C. Where any claim results from the joint negligence, gross negligence, willful misconduct or breach of any provision of this Agreement by SLDMWA and Consultant, the amount of such claim for which SLDMWA or Consultant is liable as indemnitor under this Article shall equal (i) the proportionate part that the amount of such claim attributable to such indemnitor's negligence, gross negligence, willful misconduct or breach of any provision of this Agreement bears to (ii) the amount of the total claim attributable to the joint negligence, gross negligence, willful misconduct or breach of any provision of this Agreement at issue.

D. Consultant and SLDMWA each agree to promptly serve notice on the other party of any claims arising hereunder and shall cooperate in the defense of any such claims.

E. The acceptance by SLDMWA or its representatives of any certificate of insurance providing for coverage of any kind shall in no event be deemed a waiver of any of the provisions of this Article. None of the foregoing provisions shall deprive SLDMWA of any action, right or remedy otherwise available by law.

F. Except to the extent of any insurance coverage, neither Consultant nor SLDMWA shall be responsible to the other for any form of consequential damages, including, but not limited to losses of use, sale, profits, financing, business and reputation, and attorney fees thereon. Nothing in these provisions or in this Agreement shall waive, release or compromise any insurance requirements or coverages required in Article 10.

ARTICLE 12. INTELLECTUAL PROPERTY INFRINGEMENT

Consultant shall defend, indemnify and hold SLDMWA free and harmless from and against, any loss, cost and expense that SLDMWA incurs because of a claim that any deliverables, materials or equipment (hereinafter "Product") provided pursuant to this Agreement infringes on the intellectual property right of others. Consultant's obligations under this indemnification are expressly conditioned on the following: (i) SLDMWA must promptly notify Consultant of any such claim; (ii) SLDMWA must in writing grant Consultant sole control of the defense of any such claim and of negotiations for its settlement or compromise (if SLDMWA chooses to represent its own interests in any such action, SLDMWA may do so at its own expense, but such representation must not prejudice Consultant's right to control the defense of the claim and negotiate its settlement or compromise); (iii) SLDMWA must cooperate with Consultant to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications to or misuse of the Product by SLDMWA, or others. In the event of any such infringement claim, Consultant, at its sole option and expense, may (A) retake title and possession of the Product and refund all compensation paid by SLDMWA, or (B) obtain for SLDMWA the right to continue using the Product under the terms of this Agreement; or (C) replace the Product with another that is substantially equivalent in function, or modify the Product so that it becomes non-infringing and substantially equivalent in function.

ARTICLE 13. USE AND OWNERSHIP OF WORK PRODUCT

As used in this Agreement, the term "Work Product" means any and all deliverables or materials fixed in a tangible medium of expression, including software code, written procedure, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the services provided under this Agreement. SLDMWA shall retain all rights, title and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements and derivative works thereof, and Consultant obtains no rights therein.

ARTICLE 14. ONLINE DOCUMENT ACCESSIBILITY

Consultant will provide electronic copies of documents and materials designated for public access on the Authority's public website consistent with Web Content Accessibility Guidelines (WCAG) 2 Level AA Conformance and/or current state and federal standards for accessibility. If Consultant has any question as to whether a deliverable is subject to these requirements, Consultant shall confirm with the Authority whether the deliverable is anticipated to be posted to the Authority website. Consultant may reference the California Department of Technology's Web Accessibility Assessment Checklist at <https://dor.ca.gov/Home/Accessibility> to help Consultant comply with State and WCAG standards and requirements. Consultant should ensure documents and materials created for the Authority are compatible with most major Internet browsers, including Chrome, Firefox and Safari. The Authority reserves the right to return to Consultant for correction any deliverable that is required to be website accessible, and that the Authority determines not to be compliant, in accordance with these standards. Any such modification shall be done at Consultant's cost and without further charge to the Authority.

ARTICLE 15. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon ~~30~~60 days' written notice, with or without cause, upon written notification to the other party. Following such termination, SLDMWA shall pay Consultant all unpaid sums due for services performed under this Agreement to the date of termination, plus reasonable expenses for winding down the services. Following such payment, SLDMWA shall have the right to immediate possession of all documents, files (including electronic files), and other Work Product. No termination of the Agreement shall excuse or otherwise relieve Consultant of its responsibilities under the Agreement, including, without limitation, the standard of care for its work and services and its indemnity obligations. All of such responsibilities under the Agreement with respect to work and/or services performed prior to the date of termination shall survive any termination.

ARTICLE 16. RECORDS AND AUDIT

A. Records of Consultant's direct personnel and reimbursable expenses pertaining to any Extra Services on the work described in Exhibit A or any Task Orders shall be kept on a generally recognized accounting basis and shall be available to SLDMWA or its authorized representative at mutually convenient times.

B. SLDMWA or SLDMWA's authorized representative shall have access, upon reasonable notice and during normal business hours during the term of the Agreement and for a period of two (2)

years thereafter, to Consultant's books and records and all other documentation pertaining to Consultant's services under this Agreement for the purpose of auditing and verifying the cost of such services or for any other reasonable purpose. Such access includes the right to make excerpts, transcriptions and photocopies at SLDMWA's expense.

C. Consultant will preserve its books, records and other documents related to this Agreement for a period of two (2) years after completion or termination of all services under this Agreement.

ARTICLE 17. NOTICE OF CLAIMS AND DISPUTE RESOLUTION

A. Consultant and SLDMWA shall attempt to resolve conflicts or disputes that arise under this Agreement or that relate in any way to this Agreement or the subject matter of this Agreement in a fair and reasonable manner. In the event of any such conflict or dispute, the party first shall give written notice of the conflict or dispute to the other in accordance with the notice provisions under this Agreement. Such notice shall be given as soon as possible but in no event later than thirty (30) days after the conflict or dispute arises. Thereafter, the conflict or dispute shall be resolved as set forth below.

B. Direct Negotiation: Direct Negotiation will be the initial process used by the parties after written notice of any dispute arising out of or relating to the Agreement is given. Either SLDMWA or Consultant may make a request for Direct Negotiations as an initial attempt to resolve any conflict or dispute arising out of the Agreement. Direct Negotiation representatives of the parties shall be SLDMWA's designated representative and Consultant's designated representative. Any requested Direct Negotiation will take place at SLDMWA's offices or at a mutually agreeable location specified by the parties' designated representatives. Direct Negotiations shall take place as soon as reasonably practical after the request for Direct Negotiation. The parties shall negotiate in good faith in an effort to resolve the claim, dispute, or other matter arising out of the Agreement. Each party shall document the results of the Direct Negotiation, and these documents shall be exchanged between the parties.

C. Mediation: The parties agree that all claims, disputes or controversies between the parties arising out of or relating to the Agreement, or breach thereof, shall initially be submitted to non-binding mediation before a mediator mutually agreed upon by the parties. The costs and fees of the mediator shall be paid equally by the parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect to the claim, dispute or controversy.

D. Arbitration or Litigation: If the conflict or dispute remains unresolved after mediation, the parties may agree in writing to binding arbitration, or the matter may proceed in litigation before a court of competent jurisdiction. Neither party shall commence or pursue arbitration or litigation prior to (1) the completion of mediation proceedings, and (2) prior to completion of Consultant's services under this Agreement.

ARTICLE 18. DIRECTION BY LEGAL COUNSEL

In the course of the services provided under this Agreement, Consultant may be directed by SLDMWA Counsel, and thus may acquire or produce confidential information and communications that are protected from disclosure under the privilege for attorney-client communications or the attorney-work product doctrine. Under such circumstances, SLDMWA Counsel will be identified as a SLDMWA Representative. Consultant acknowledges that the Consultant shall direct all communications, reports and information, including invoices, to said Counsel, and not to any other representative of SLDMWA,

unless otherwise directed by Counsel. Accordingly, Consultant agrees that it will mark all communications, documents and files related to the services provided as “Privileged and Confidential,” except as specifically directed or authorized by SLDMWA Counsel.

ARTICLE 19. ADDITIONAL PROVISIONS

A. Successors and Assigns: SLDMWA and Consultant each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement. Consultant shall not assign the Agreement or sublet it in whole or part without the written consent of SLDMWA, nor shall Consultant assign any moneys due or to become due to it hereunder without the prior written consent of SLDMWA.

B. Unenforceability of any Clause: If any clause or provision of the Agreement is held to be unenforceable or invalid, then that provision of the Agreement shall be stricken, and all other provisions of this Agreement shall remain in full force and effect and shall not be effected thereby.

C. Waiver of Breach: Failure by one party to notify the other of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

D. Entire Agreement: The Agreement, including all exhibits, represents the entire and integrated agreement between SLDMWA and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. No changes, amendments, alterations or modifications to this Agreement will be effective unless in writing and executed in the same manner as the Agreement.

E. Interpretation: The Agreement shall be construed and interpreted in accordance with the laws of the State of California.

F. Headings: The titles of sections of these General Conditions are for convenience only and no presumption or implication of the intent of the parties as to the construction of this Agreement shall be drawn therefrom.

ARTICLE 20. ADDITIONAL PROVISIONS FOR TASK ORDER CONTRACTS

In addition to all of the foregoing provisions, the following apply when this Agreement is designated as a “Task Order Contract.”

A. Where this Agreement is indicated to be a Task Order Contract, the Agreement will consist of the individual projects defined by Task Orders entered into by the Parties during the term of and pursuant to this Agreement. Each Task Order will be numbered sequentially and will be similar in format to **Exhibit D**, entitled “Task Order Format,” attached hereto and incorporated herein by this reference. Each Task Order will specifically define the scope of work for each specific project on which SLDMWA desires to retain Consultant’s services. Each Task Order will also specify (1) the date on which the work covered by the Task Order is to begin; (2) the date on which the work covered by the Task Order is to be

completed; (3) the estimated charges that SLDMWA can expect to pay to Consultant for Consultant's services pursuant to such Task Order; and (4) the names of the persons who will be SLDMWA's and Consultant's respective principal representatives for the management and performance of the specific services covered by said Task Order.

B. The specific services covered by each separate Task Order will be undertaken by Consultant only upon receipt of a Task Order signed by an authorized representative of SLDMWA and Consultant.

C. Consultant will commence performing the services specified by each Task Order on the commencement date specified in the Task Order and will complete such services within the time and monetary limitations specified in the Task Order. If Consultant, in the course of performing its services under any given Task Order, determines it will be unable to complete the services within the time schedule or authorized limit of charges specified in the Task Order, it will promptly so notify SLDMWA of such determination. Within fourteen (14) days of said notification, SLDMWA will inform Consultant as to how SLDMWA chooses to proceed.

D. All invoices for services shall identify the Task Order number. In addition, all invoices should be submitted separately for each Task Order number.

E. SLDMWA will have the right to terminate Consultant's services under any specific Task Order at any time by giving notice in writing to Consultant. Consultant will not be entitled to payment for any cost related to the terminated part of services covered by the Task Order and incurred after the effective date of termination except for costs directly related to work performed by Consultant in terminating, provided that such work is authorized in advance by SLDMWA's representatives under such Task Order. SLDMWA also will reimburse Consultant for all expenses incurred by Consultant in satisfying commitments for materials, equipment and services for use in the terminated work which were made by Consultant prior to such termination. Such expenses may include the cost of returning or disposing of unused materials and equipment and terminating agreements for services by third parties. Consultant, however, will use its best efforts to minimize such costs. This paragraph provides the full and exclusive compensation to Consultant in the event of a terminated Task Order or termination of a Task Order Contract.

ARTICLE 21. LIMITATION OF LIABILITY

Except as otherwise set forth in Article 10 of this Agreement, in no event will Contractor be liable to SLDMWA for any incidental, indirect, special, consequential or punitive damages or lost profits of SLDMWA. The aggregate total liability of Contractor arising from or related to SLDMWA's engagement of Contractor shall not exceed the recoveries from insurance provided or, if none, an amount equivalent to the fee paid by SLDMWA to Contractor for its services under this Agreement.

EXHIBIT C
FEES, HOURLY RATES AND REIMBURSABLE
COSTS/EXPENSES

If future years have rate increases, the rates must be agreed upon prior to issuance of any future task orders.

LPA Government Hourly Rates

Title Hourly	Rates
President/CEO	\$480
Executive Vice President	\$400
Vice President	\$285
Director	\$270
Account Supervisor	\$265
Senior Account Executive	\$240
Account Executive	\$225
Creative Specialist	\$195
Apprentice	\$150
Intern	\$125

EXHIBIT D
TASK ORDER FORMAT

TASK ORDER #

[TITLE]

Detailed Scope of Work

[Insert Scope of Work details]

Budget Maximum: [Insert not to exceed amount]

Task # Performance Period: [Insert Task Order start date and ending date]

SLDMWA Project Lead: [Name] [Email]

Consultant Project Lead: [Name] [Email]

Special Instructions: [Insert any special instructions]

Accepted:

<u>San Luis & Delta-Mendota Water Authority</u>	<u>Consultant</u>
By: _____ Pablo Arroyave Chief Operating Officer San Luis & Delta-Mendota Water Authority Date: _____	By: _____ [NAME] [TITLE] [ORGANIZATION] Date: _____

TASK ORDER # COST SUMMARY

[Insert TASK ORDER # COST SUMMARY HERE]



Official Memorandum

PO Box 2157
Los Baños, CA 93635
sldmwa.org

To: SLDMWA Board of Directors, Alternates
SLDMWA Finance & Administration Committee, Alternates

From: Pablo Arroyave, Chief Operating Officer
Jaime McNeil, Engineering Manager

Date: October 6, 2025

RE: Recommendation to Board of Directors to Authorize Issuance of Notice to Proceed with Phase II of
O'Neill Pumping/Generating Plant Unit Upgrades Project

Background

In July 2024, the Finance & Administration Committee recommended, and the Board of Directors authorized executing of a two-phase agreement with Pentair Fairbanks Nijhuis (Pentair) to design and fabricate new pump bowls, upper tapered columns, lower tapered columns and modernization of the governor system. Phase I was specific to design of new pump bowls and governor upgrade, with Phase II including fabrication, delivery, and commissioning of the parts. An expenditure of \$1,796,000 was approved at the time that covered all of Phase I and initial funding for Phase II. It was noted at the time that funding for Phase I and initial funding for Phase II was secured, but that the source for most of the funding for Phase II would have to be determined. Since that time, the design phase has been successfully completed and staff is ready to proceed with Phase II.

Issue for Decision

Whether or not to authorize issuance of Notice to Proceed with Phase II of O'Neill Pumping/Generating Plant Unit Upgrades Project

Recommendation

Staff recommends authorizing issuance of Notice to Proceed with Phase II of O'Neill Pumping/Generating Plant Unit Upgrades Project.

Analysis

After completion of Phase I, approximately \$1,128,350 of the originally authorized funds are remaining. Upon issuance of the notice to proceed with Phase II, a commencement payment of \$1,039,940.34 will be required which is the 5% down payment for all units. This commencement payment is within the remaining authorized funds. The next anticipated progress payment is approximately \$900,000 due in May 2026 and cannot be covered with the current available funds.

With respect to the remaining funding for Phase II of the project, Reclamation has awarded \$11.6 million in IJA funds, which would be available to fund a portion of the remaining Phase II costs of \$19,758,866.53 [Note: total contract cost of \$21,466,456.87 minus the \$1,707,590.34 which is Phase I total and the 5% Phase II

commencement payments]. However, negotiation of the repayment contract has been delayed, and it is unknown at this time if funds will be available to make the May 2026 required payment. , Staff will propose including \$8,095,063 in the FY27 EO&M budget to cover anticipated Phase II payments due in FY27 in the event that Reclamation funding is delayed.

If the Reclamation funding is not timely secured and the Board elects not to budget sufficient EO&M funds to pay all of the FY27 Phase II costs, then under Article 15A of the Pentair contract, SLDMWA has authority to suspend performance with 60 days' written notice to Pentair. While not ideal, if financing is delayed, SLDMWA retains the ability to time the work to when funding is available. Issuing the notice to proceed now, does not bind the Board in its future budgeting decisions. In the event of a suspension of work, SLDMWA would be required to pay increased costs, unless the suspension is for less than three months. In a worst case scenario, SLDMWA has the authority under Article 15C to terminate the contract for convenience, but the critical need for the upgrades remains.

Because the funding is available to begin Phase II (commencement payment), and staff is in the process of negotiating funding from Reclamation while also budgeting EO&M funds in case Reclamation funding is delayed, the Board is requested to authorize issuance of a notice to proceed with Phase II to Pentair. This will allow this critical work to continue without SLDMWA incurring additional costs arising from the delay.

The table below is included to summarize the total contract costs, and the remaining funds.

Phase I Contract Cost:	\$667,650.00
Phase II Contract Cost:	\$20,798,806.87
Total Contract Cost:	\$21,466,456.87
Board Authorized Funds:	\$1,796,000.00
Phase I + 5% commencement cost:	\$1,707,590.34
Remaining Funds:	\$88,409.66

Budget Implications

Possible budget implications vary depending on the availability of the IJJA funds through Reclamation. If IJJA funds are available by May 2026, then the budget implications will be included in the terms of the IJJA funds repayment agreement, which will require a future board action. Alternatively, if IJJA funds are further delayed, staff will request \$8,095,063 in FY27 EO&M funds to cover progress payments. Lastly, if the Board elects to not issue a NTP for Phase II, then additional unknown costs will be incurred by delaying the contract and restarting it later.

Attachments

1. July 8, 2024 BOD/FAC Packet



MEMORANDUM

TO: SLDMWA Board of Directors, Alternates
SLDMWA Finance & Administration Committee Members, Alternates

FROM: Pablo Arroyave, Chief Operating Officer
Jaime McNeil, Engineering Manager

DATE: July 8, 2024

RE: Adoption of Resolution Authorizing Execution of Agreement for Services and Equipment for O'Neill Pumping/Generator Plant Unit Upgrades Project, Adoption of Single Source Procurement Justification, and Related Expenditure up to \$1,796,000 from the FY23 EO&M Budget

BACKGROUND

The six units at the O'Neill Pumping-Generating Plant (OPP) have been in service since the 1960s and are in critical need of rehabilitation. In December 2023, the Water Authority submitted an application for funding from the Bipartisan Infrastructure Law (BIL) Aging Infrastructure Account in the amount of \$68.1M for the O'Neill Pumping/Generator Plant Upgrade Project (OPP Upgrade Project). The OPP Upgrade Project includes four projects: 1. Pump Assembly & Penstock Rehabilitation, 2. Pump Bowl Design and Fabrication, 3. Unit Rewinds, and 4. Woodward Governor Upgrades. In early June 2024, the Water Authority received an \$11.6M BIL funding notice from Reclamation. The Water Authority anticipates submitting another BIL application in July 2024 to seek additional funding for the project. In addition, the Board of Directors approved \$1,796,000 in the FY23 EO&M Budget for the OPP Pump Bowl Replacement project, which staff plans to utilize for this agreement along with the June 2024 BIL funding and future BIL funding and/or EO&M budgeted funds.

Water Authority staff has worked directly with the original pump manufacturer, Pentair Fairbanks Nijhuis (Pentair) and GE Vernova to receive a proposal and develop an agreement to design and fabricate new pump bowls, upper tapered columns, lower tapered columns, and modernization of the governor system. The new pump bowls will include new man doors to permit entry and inspection of the bowl bearing. GE Vernova is the original manufacturer of the Woodward governor system, and will be a subconsultant to Pentair in this agreement.

ISSUE FOR DECISION

Whether to authorize adoption of the resolution authorizing execution of Agreement for Services and Equipment for O'Neill Pumping/Generating Plant Unit Upgrades Project, adoption of Single Source Procurement Justification, and related expenditure of up to \$1,796,000 from the FY23 EO&M Budget.

RECOMMENDATION

Staff recommends adoption of the proposed resolution.

ANALYSIS

Given Pentair is the original manufacturer of the OPP units, Water Authority staff recommends utilizing a single source procurement for this contract. The scope of the contract is to design and fabricate new pump bowls and taper columns and rehabilitate the existing governor system. All parts will need to interface directly with the existing components of the pumping units. Pentair has retained proprietary information related to the original bowl fabrication and is the only manufacturer with this information. Any other vendor would have to reverse engineer the existing system, with the attendant cost, delay, and risk of error in that process. Because certain design information on the existing system is proprietary, having another vendor reverse engineer and create replacement components could have a risk of violation of intellectual property held by Pentair. Pentair provided the Water Authority a technical presentation and adequately demonstrated their proprietary knowledge of the pumps, a well-qualified staff, and significant experience of similar nature and magnitude. Given Pentair's depth of experience fabricating large pumps combined with their proprietary information related to the pumping units still in service, it has been determined they are effectively the only manufacturer qualified to perform the design and fabrication of replacement components.

At the direction of Reclamation, the Water Authority worked directly with Pentair to develop a proposal to provide services for the Pump Bowl Design and Fabrication and the Woodward Governor Upgrades. The proposed agreement includes two phases:

- Phase I: For the design and engineering of new pump discharge bowls, upper taper column, and lower taper columns along with a rehabilitation of the existing governor system. Design reviews will be completed in collaboration with Reclamation at the 30%, 60%, and 90% intervals. Deliverables of Phase I include the preparation of casting and machine drawings and a set of final as-built drawings. Phase I is anticipated to be completed within 6 months for a total cost of \$667,650. The Water Authority will not own the design at the end of Phase I, but can use the design only if it authorizes Pentair to proceed with Phase II.
- Phase II: For the fabrication, delivery, and commissioning of the discharge bowls and associated components. Fabrication of each bowl is anticipated to take 6-9 months, for a total fabrication period of 3-4.5 years. Pentair and GE Vernova will be onsite to provide engineering assistance and commissioning at the installation of each unit. All fabricated components will have a minimum 5-year warranty after installation. All fabricated parts and equipment will be furnished for an estimated \$3,005,628 per unit for a total anticipated fabrication cost of \$18,033,768.

The proposed agreement states that the consultant shall not begin work in Phase II sooner than authorized in the Manufacturing Schedule, with the Manufacturing Schedule a deliverable identified in Phase I that must be accepted by the Water Authority.

Authorizing execution of this agreement is not a project pursuant to the California Environmental Quality Act (CEQA) because the proposed technical/design activities have no possibility to result in a physical change in the existing environment (CEQA Guidelines Section 15378(a).) In addition, because it can be seen with certainty that there is no possibility that the proposed actions in question may have a significant effect on the environment, the proposed action is not subject to

CEQA (CEQA Guidelines Section 15061(b)(3)).

BUDGET IMPLICATIONS

The contract includes both Phase I and Phase II, with a negotiated total of \$18,701,418. The Board action today would authorize the expenditure of \$1,796,000 of FY23 EO&M budgeted funds. This expenditure will pay for all of the Phase I work, as well as some of the Phase II work. Water Authority staff intends to utilize BIL funds (including some or all of the \$11.6M June 2024 BIL award) and/or future EO&M budget funds to cover the remaining \$16,905,418 of anticipated Phase II costs. Future engagement with the Board of Directors will be required to determine the preferred course of action and source of funding. Negotiation of a repayment agreement with Reclamation will need to occur, as well as Water Authority Board action, prior to accessing the \$11.6M BIL funds and any future BIL funds.

ATTACHMENTS

1. Draft Resolution
2. Single Source Justification Form
3. Draft Agreement

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

RESOLUTION NO. 2024-xxx

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT FOR SERVICES
AND EQUIPMENT FOR O'NEILL PUMPING-GENERATING PLANT UNIT
UPGRADES PROJECT, ADOPTION OF SINGLE SOURCE PROCUREMENT
JUSTIFICATION AND RELATED EXPENDITURE UP TO \$1,796,000 FROM FY23
EO&M BUDGET**

WHEREAS, the San Luis & Delta-Mendota Water Authority ("**Water Authority**") is a transferred works operator responsible for the operation, maintenance, and replacement ("**OM&R**") of certain Central Valley Project ("**CVP**") facilities, including the O'Neill Pumping-Generating Plant ("**OPP**"); and

WHEREAS, the OPP has been in operation since 1968 and the U.S. Bureau of Reclamation ("**Reclamation**") has determined that the pump bowls are at the end of their useful life and are recommended to be replaced; and

WHEREAS, in December 2023, the Water Authority submitted an application for funding from the Bipartisan Infrastructure Law ("**BIL**") Aging Infrastructure Account in the amount of \$68.1M for the O'Neill Pumping-Generating Plant Upgrade Project ("**OPP Upgrade Project**") and received notice of \$11.6M of funding; and

WHEREAS, the Water Authority anticipates submitting another BIL application in July 2024 to seek additional funding from the BIL Aging Infrastructure Account in the amount of \$68.1M for the OPP Upgrade Project; and

WHEREAS, the Water Authority Board of Directors approved \$1,796,000 in the FY23 EO&M Budget for the OPP Pump Bowl Replacement Project, which is a project included in the OPP Upgrade Project; and

WHEREAS, Pentair Fairbanks Nijhuis ("**Pentair**") is the original manufacturer of the OPP units and retains proprietary information related to the original bowl fabrication and is the only manufacturer with this information; and

WHEREAS, the scope of the agreement with Pentair is to design and fabricate new pump bowls and taper columns and to rehabilitate the existing governor system, with all parts required to interface directly with the existing components of the pumping units; and

WHEREAS, after evaluation, Water Authority staff, in collaboration with technical staff from Reclamation, has determined that given Pentair's depth of experience fabricating large pumps combined with their proprietary information related to the pumping units still in service, Pentair is effectively the only manufacturer qualified to perform the design and fabrication of these replacement components; and

WHEREAS, Section 1.1 of the Water Authority’s Consolidated Procurement Policy, adopted by Resolution on April 10, 2020, requires the Board to specifically authorize contracts greater than \$200,000, and Section 2.3 requires the Water Authority to make specific findings prior to executing a single source contract; and

WHEREAS, the Water Authority has negotiated an \$18,701,418 two-phased contract with Pentair with Phase I specific to design for \$667,650, and Phase II for fabrication for \$18,033,768; and

WHEREAS, Phase I and a portion of Phase II of the contract will be funded utilizing available funds budgeted for this project in the Fiscal Year 2023 EO&M budget; and

WHEREAS, Water Authority staff intends to utilize BIL funds (including some or all of the \$11.6M June 2024 BIL award) and/or future EO&M budgeted funds to cover the remaining \$16,905,418 of anticipated Phase II costs; and

WHEREAS, negotiation of a repayment agreement with Reclamation will need to occur, as well as Water Authority Board action, prior to accessing the \$11.6M BIL funds and any future BIL funds; and

WHEREAS, the proposed Pentair contract specifically states that Pentair shall not begin work in Phase II sooner than authorized in the Manufacturing Schedule, with the Manufacturing Schedule a deliverable identified in Phase I that must be accepted by the Water Authority; and

WHEREAS, authorizing execution of the proposed Agreement does not constitute a project under the California Environmental Quality Act (“CEQA”) because the proposed technical/design activities have no possibility to result in a physical change in the existing environment (CEQA Guidelines Section 15378(a)); further, because it can be seen with certainty that there is no possibility that the proposed actions in question may have a significant effect on the environment, the proposed action is not subject to CEQA (CEQA Guidelines section 15061(b)(3).

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, THAT:

Section 1. The facts stated in the recitals above are true and correct, and the Board so finds and determines.

Section 2. The Board hereby authorizes the Executive Director or Chief Operating Officer to execute the Agreement for Services & Equipment for O’Neill Pumping / Generating Plant Unit Upgrades Project for services and equipment for O’Neill Pumping-Generating Plant Unit Upgrades Project, adoption of single source procurement justification, and related expenditure up to \$1,796,000 from the FY23 EO&M Budget.

Section 3. The Executive Director and Chief Operating Officer, and such Water Authority employee or consultant as either of such officers may designate, are further authorized and directed to take such additional steps, and to execute such additional documents, as may be required or reasonably necessary to the completion of the activities authorized by this Resolution.

PASSED, APPROVED AND ADOPTED this 11th day of July, 2024, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.

Cannon Michael, Chair
San Luis & Delta-Mendota Water Authority

Attest:

Federico Barajas, Secretary

I hereby certify that the foregoing Resolution No. 2024-____ was duly and regularly adopted by the Board of Directors of the San Luis & Delta-Mendota Water Authority at the meeting thereof held on the 11th day of July, 2024.

Federico Barajas, Secretary



NON-COMPETITIVE (SINGLE SOURCE) PROCUREMENT JUSTIFICATION FORM

Item/Service for single source procurement: OPP Pump Bowl Replacement

Selected vendor for the single source procurement: Pentair (FAIRBANKS NIJHUIS)

Total Amount of Procurement including taxes: Approximately \$18,701,418

Specification Number: F24-OPP-031

For any non-competitive (single source) procurement (except Professional services) over \$60,000, the Project Manager must complete this form and return it to the Procurement Department for review and procurement authorization. Attach additional pages of explanation if necessary. **A SINGLE SOURCE PROCUREMENT MAY NOT PROCEED UNTIL THE REQUIRED SIGNATORIES SIGN THIS FORM. NOTE: For procurements below the Delegation of Authority threshold of \$200,000.00, Board approval is NOT required prior to award and can be approved by the Executive Director or COO. The Board must be notified promptly following award.**

Section 1: Is this an emergency?

☐ Yes

☒ No (Skip to Section 2)

If yes, explain in detail below and no further Sections are required. If over the Delegation of Authority threshold of \$200k, a separate memo documenting the decision shall be prepared by the Project Manager for Board notification/approval.

Note: "Emergency" shall mean a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

Explanation:

Section 2: Identify Type of Procurement

☒ Goods, Supplies, Equipment (See section 3)

☐ Non-Professional Services (See section 4)

☐ Construction (See section 5)

Section 3: Goods, Supplies, Equipment (See Section 2.3 in Procurement Policy)

1. Identify the most applicable criteria below, and provide detailed support in explanation area below
 - ☒ i. A specified product is necessary to match or interface with other products in use by the Authority
 - ☐ ii. The Authority needs to purchase a specified product to field test or experiment to determine the products suitability for future use.
 - ☐ iii. Only one product will meet the Authority's needs.

Explanation:

Pentair (FAIRBANKS NIJHUIS) is the original manufacturer of the six pumping/generating units and the O'Neill Pumping/Generating Plant and has proprietary information related to the materials. The pump bowls are at the end of their service life, and require replacement. The scope of the contract is to design and fabricate new pump bowls, taper columns, and to rehabilitate the existing governor system. All parts that will be provided in this agreement are required to interface directly with the existing components of the pumping units.

2. Is the product available from only one source? (To qualify for a single source, the product must be available from only one source)

☒ Yes ☐ No

Please explain how this determination was made. Note: Reasonable steps should be taken to confirm that the goods or supplies are purchased at a fair price. Include in explanation below.

Explanation:

Pentair, as the original manufacturer, has retained proprietary information related to the original bowl fabrication and is the only source with this information. Any other potential vendor would have to reverse engineer the existing system, with the attendant cost, delay, and risk of error in that process as well as risk of violating Pentair's intellectual property rights. Pentair provided a technical presentation to the USBR & WA to present their experience and fabrication process. Pentair adequately demonstrates their proprietary knowledge of the pumps, well qualified staff, and significant experience of similar nature and magnitude.

Given Pentair's depth of experience fabricating large pump bowls combined with their proprietary information related to the pumping units still in service, it has been determined they are effectively the only manufacturer qualified to perform the design and fabrication of replacement components.

Section 4: Non-Professional Services (See Section 3.1(b) in Procurement Policy)

Identify the most applicable criteria below and provide detailed support in explanation below.

- ☐ i. That only one firm or individual has the specialized expertise or experience necessary to perform the services, and other potential bidders cannot develop that experience or expertise prior to contract award.
- ☐ ii. The continuity of services is required to avoid risk of substantial loss or added expenditure to the Authority

Explanation:

Section 5: Construction (See Section 4.6 of the Procurement Policy)

Please identify ONE of the applicable justifications below by checking and providing explanation.

NOTE: If neither of the below circumstances exist, but the Executive Director or Chief Operation Officer recommends single-source construction contracting, then single source contracting may be used only following Board findings of circumstances indicating that competition does not exist and approval of single-source negotiations. CANNOT BE USED FOR PROJECTS UTILIZING FEDERAL FUNDS.

- ☐ 1. Where (i) a specified product is required, applying standards and (ii) only one contractor is authorized by the manufacturer or supplier to install the specified product, and (iii) the work for which only a single-source contractor is authorized and not work which reasonably would be expected to be subcontracted.
- ☐ 2. The Authority has conducted a competitive procurement for substantially similar construction services in the past five (5) years and only one actual or potential bidder for the services was identified.

Explanation:

3. If neither of the above apply, please provide an explanation to the Board as to why the Board should approve this Single-Source procurement.

Explanation:

Completed and Requested By:

Project Manager: Michael Favalora

Date: 6/19/2024

Reviewed By:

By: _____

Lisa Freitas, Procurement and Work & Asset Manager

Date: _____

☒ Reviewed

By: _____

Pablo Arroyave, Chief Operating Officer

Date: _____

☐ Approved ☐ Denied

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

**AGREEMENT FOR SERVICES & EQUIPMENT
For
O'Neill Pumping / Generating Plant Unit Upgrades Project**

THIS AGREEMENT is made and entered into effective July __, 2024, between the San Luis & Delta-Mendota Water Authority, hereinafter referred to as "SLDMWA" and Pentair Flow Technologies, LLC, hereinafter referred to as "Consultant" for services & equipment as set forth herein.

Task Order Contract: __Yes XNo

The following designated Exhibits are incorporated fully into and made a part of this Agreement:

Exhibit A – Scope of Work for Services & Equipment
Exhibit B – General Terms and Conditions
Exhibit C – Fees, Hourly Rates and Reimbursable Costs/Expenses

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF AGREEMENT

The scope of this Agreement includes Phase I, which generally constitutes professional engineering services for the O'Neill Pumping Plant, including without limitation a) the design of a pump discharge bowl and upper and lower tapered columns; and b) a vane control system, and Phase II, which will commence immediately following Phase I, and which constitutes manufacture of the items designed in Phase I.

Phase I

Consultant shall provide the professional services described in the Scope of Services set forth in Exhibit A as may be amended or augmented from time to time, in accordance with this Agreement and the General Terms and Conditions set forth in Exhibit B, and for the compensation set forth in Exhibit C, Fees, Hourly Rates, and Reimbursable Costs/Expenses.

Phase II

Upon approval of the design of the materials designed in Phase I by SLDMWA, Consultant shall commence manufacturing the materials described in the Phase II Scope of Work. Phase II will be subject to the attached Special Provisions. Please note that federal regulations governing these provisions are currently under review, and the Special Provisions are subject to update in compliance with any changes implemented in the federal regulations.

Any change in the Scope of the Services, budget, or schedule set forth therein, or to any other matter materially affecting the performance of or nature of the services or equipment supply (including but not limited to a change in the Special Provisions which materially affects the Consultant's scope of work), will not be paid for or accepted unless such change, addition, or deletion be approved in advance, in writing, by SLDMWA and Consultant.

2. TERM OF AGREEMENT AND PERFORMANCE SCHEDULE

This Agreement shall become effective as of the date indicated and shall continue until the completion of all work required in Phase II or until otherwise terminated pursuant to this Agreement.

Consultant shall deliver all Phase II materials required in the timeframes proposed under a schedule (the “Manufacturing Schedule”) proposed by Consultant and accepted by SLDMWA at the conclusion of Phase I.

Consultant shall not be authorized to begin work in Phase II sooner than authorized in the Manufacturing Schedule unless expressly so authorized by SLDMWA in writing.

3. PARTY REPRESENTATIVES AND NOTICES

Each party’s designated representative for administration of this Agreement and receipt of notices is designated below. All notices or other communications provided for by the Agreement shall be in writing and shall be sent by 1) personal delivery, 2) nationally-recognized overnight delivery service (such as Federal Express) which provides evidence of delivery, 3) first class United States mail (postage prepaid), registered or certified, return receipt requested, or 4) e-mail with a copy by first class U.S. mail. Notice shall be deemed received on the date actually delivered if delivered by personal delivery, overnight delivery, or U.S. Mail with return receipt requested and delivered during normal business hours on a business day. Notice by e-mail shall be deemed delivered on the date of transmission, unless the same is after 5:00 p.m. or on a weekend or holiday, in which event delivery shall be on the next business day. A party may change its address for notices under the Agreement by giving notice as provided herein. Notices shall be sent to the following party representatives at the following addresses:

<u>SLDMWA</u>	<u>Consultant</u>
Michael Favalora San Luis & Delta-Mendota Water Authority 15990 Kelso Road Byron, CA 94514 michael.favalora@sldmwa.org 209-832-6231	Eric Nead, Order Execution Manager Pentair Flow Technologies, LLC 3601 Fairbanks Ave Kansas City, KS 66106 eric.nead@pentair.com with a copy to: Kevin Schaekel, C&I Group Counsel 5500 Wayzata Blvd Golden Valley, MN 55406 kevin.schaekel@pentair.com

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day, month and year so indicated above. If Consultant is a corporation, partnership or limited liability company, documentation must be provided that the person signing below for Consultant has the authority to do so and to so bind Consultant to the terms of this Agreement.

<u>San Luis & Delta-Mendota Water Authority</u>	<u>Consultant</u>
By: _____ Pablo R. Arroyave Chief Operating Officer San Luis & Delta-Mendota Water Authority	By: _____ Christopher Heacock President Commercial & Infrastructure Business Unit

EXHIBIT A - SCOPE OF WORK FOR SERVICES & EQUIPMENT

PHASE I

Engineering Services Overview

Consultant will provide engineering services for the below tasks that include the replacement components for the pumps including (pump bowl, tapered columns, and motor control governor).

This Scope of Services will include engineering services for the modernization and refurbishment work at the O'Neill Pumping Plant (OPP) that will include the following:

- Discharge bowl design and drawings with the addition of manhole
- Discharge bowl and manhole tooling for the casting process
- Upper and lower taper column design
- Modernization of the pump vane controls through GE Vernova
- One visit for the site survey and coordination meetings
- 30/60/90% document review
- Quality Plan

TASK 1 – Pump Engineering Services for Discharge Bowl and Upper and Lower Tapered Columns

The engineering services under this TASK - 1 consist of the following:

1. Discharge Bowl

Consultant to provide engineering and design to supply a cast, machined and painted discharge bowl to replace the original Unit (WMD2A7). The replacement discharge bowl will have an exterior and interior man door located between the guide-vanes to permit entry and inspection of the bowl bearing.

Deliverables to include:

- Reproduce the bowl assembly in 3D CAD
- Design the bowl for an inner and outer manhole
- Create proposal drawings for SLDMWA review under a 30/60/90% cycle
- General arrangement drawing
- Manhole sizing assessment
- Design calculations
- Rigging plan, including manhole cover removal
- Quality plan
- Casting drawings for production of the bowl and manholes
- Machine drawings for production of the bowl and manholes
- Tooling design and models for the creation of the wood pattern equipment
- Wood pattern equipment construction
- Consultant will warrant and maintain the Wood Pattern as needed
- As built final drawing submittal

2. Upper and Lower Tapered Columns

Consultant to provide engineering and design services to supply a fabricated, machined and painted upper taper column to replace the original unit (WMD406B).

Deliverables to include:

- Design the lower column for single (non-split) construction
- Reproduce the taper columns in 3D CADD
- Creation of proposal drawings for SLDMWA review under a 30/60/90% cycle
- General arrangement drawings
- Design calculations
- Rigging plan
- Quality plan
- Fabrication drawings for production of the tapered columns
- Machine drawings for production of the tapered columns

TASK 2 –Vane Control System Engineering Services

The engineering services under this TASK - 2 consist of the following:

1. Vane Control System / Governor

Consultant to provide engineering services for the modernization of the pump vane (blade) controls at the O'Neill Pumping Plant (OPP) consisting of replacement of all electrical and mechanical controls of the Woodward HPU cabinet. Consultant will subcontract with GE Vernova (OEM for Woodward) to perform the engineering. It will be for the below equipment scope/activities.

- Engineering of required solution including a 30/60/90% document review cycle
- P&ID
- Electrical Schematic
- Arrangement of electrical cabinet
- BOM electrical equipment
- BOM mechanical equipment
- Power consumption calculation control system
- Mechanical installation details for equipment provided
- Controls application
- HMI application
- O&M manual
- Quality plan
- As built drawings and manual
- Recurring coordination meetings

PHASE II

1.0 PHASE II Scope of Work:

Pentair will supply discharge bowls, upper tapered columns, lower tapered columns, and vane control system/governor upgrades to SLDMWA for the refurbishment of the six (6) 108" 6360VP pump units at the O'Neill Pumping Plant.

During key dismantling and rebuilding work performed by the Owner, Pentair will supply service supervision for a period of up to 4 weeks per pump refurbishment. In addition, GE Vernova will have service personnel on site for installation and commissioning of the vane control system/governors as outlined.

2.0 Discharge Bowl:

Pentair will supply a cast, machined and painted discharge bowl to replace the original unit (WMD2A7), per the approved design in Phase I. The replacement discharge bowl will have an exterior and interior man door located between the guide-vanes to permit entry and inspection of the bowl bearing. The discharge bowl will have the following characteristics:

- Discharge bowl material (including the interior and exterior man-door) to be cast steel per ASTM A216 WCB
- Interior and exterior man-doors will be removable with a minimum width of 18" wide by 22" high
- Documentation will depict reasonable methods for safe handling of the man-doors by maintenance crews (the supply of man-door rigging is not included)
- The interior and exterior man-door gaskets will be EPDM Rubber
- The man-door fasteners will be ASTM F594 Grade 316S.
- Design and fabricate man-door access points in accordance with ASME BPVC as applies to Section VIII-UG-46 Inspection openings, namely:
 - A manhole hole will be required, UG-46.f.3:
 - "All vessels over 36 in. (900 mm) I.D. shall have a manhole, except that those whose shape or use makes one impracticable shall have at least two handholes 4 in. x 6 in. (100 mm x 150 mm) or two equal openings of equivalent area."
 - The manhole will be greater than 12"x16", UG-46.g.1:
 - "An elliptical or obround manhole shall be not less than 12 in. x 16 in. (300 mm x 400 mm). A circular manhole shall be not less than 16 in. (400 mm) I.D."
 - If we choose to seal with a gasket, as opposed to bedding compound or O-ring, there will be a minimum gasket bearing width of 11/16", UG-46.j
 - "Manholes of the type in which the internal pressure forces the cover plate against a flat gasket shall have a minimum gasket bearing width of 11/16 in. (17 mm)."
- Casting upgrades per ASTM A216 with supplementary requirement S-4
- Coated per Owner's Specification 20-C0903
- Supply of the cast and machined bowl will comply with the Build America, Buy America Act

3.0 Upper Tapered Column:

Pentair will supply a fabricated, machined and painted upper taper column to replace the original unit (WMD406B) per the approved design in Phase I. The replacement tapered column will be produced to the original size and manufacturing tolerances with the following characteristics:

- Material will be ASTM A36 Steel
- Stress-relief heat treatment of fabrication prior to machining per AWS D1.1

- Coated per Owner's Specification 20-C0903
- The column will include four fabricated feet per the original design.
- Supply of the tapered column will comply with the Build America, Buy America Act

4.0 Lower Tapered Column:

Pentair will supply a fabricated, machined and painted lower taper column to replace the original unit (WMD406A) per the approved design in Phase I. The replacement tapered column will be produced to the original size and manufacturing tolerances with exception that the column will be supplied as a single piece instead of two pieces with a longitudinal split flange. The tapered column will have the following characteristics:

- Material will be ASTM A36 Steel
- Stress-relief heat treatment of fabrication prior to machining per AWS D1.1
- Painted per Owner's Specification 20-C0903
- Supply of the tapered column will comply with the Build America, Buy America Act

5.0 Vane Control System / Governor:

Delivery of the following equipment, per the approved design in Phase 1. Pricing and scope of supply may be adjusted following results of Phase 1 design.

- Electrical control cabinet with door mounted small HMI.
- Control equipment based on Rockwell PLC platform.
- Instrumentation as needed for hydraulics and Vane feedback (position, speed, etc.)
- Hydraulic control elements, proportional valves, filter etc. for the blade articulation. This proposal is based on replacing the main distributing valve rather than refurbishing. (This option may be explored during detail engineering and after the site visit if customer so wishes)
- Manufactured Manifold for interfacing new valves.

6.0 Coatings:

Pentair will Coat the discharge bowl and tapered columns according to the Owner's specification 20-C0903 and the Coating manufacture's requirements.

Tabulation No. 1: Exterior

- Discharge bowl exterior cast surfaces
- Outer man-door exterior cast surface
- Upper tapered column exterior surfaces
- Lower tapered column exterior surfaces

Tabulation No. 2: Interior

- Discharge bowl interior wetted cast surfaces
- Discharge bowl interior inspection chamber
- Outer man-door interior wetted cast surface
- Inner man-door both sides
- Upper tapered column interior surfaces
- Lower tapered column interior surfaces

Machined Surfaces (flange face, fits, drilled holes)

- All machined surfaces will be coated with a rust preventative.

Performance requirements in Specification 20-C0903

- It is assumed that owner listed products meet the specified requirements.
- Pentair will not test paint according to the listed protocol, under the performance requirements.

7.0 On Site Services:

Pentair will supply onsite services during critical stages of dismantling and rebuilding and commissioning of the pump units according to the Owner's schedule.

Pentair

- Up to four weeks of onsite service is included per pump.
- No more than four trips to the site will be required per pump.
- Any additional days or trips needed will be billed separate @ \$1,750.00 per person per day, plus expenses.

GE Vernova

- Installation work at site is scheduled for 6 days, 2 people per unit. GE has done due diligence estimating required labor for demolition and installation activities at site. If the actual time spent exceeds this estimate, additional time will be offered at T&M rates provided, based on a detailed description of the activity changes requiring the extension.
- Commissioning work at site is scheduled for 2 days, 1 person per unit. GE has done due diligence estimating required labor for commissioning activities at site. If the actual time spent exceeds this estimate, additional time will be offered at T&M

8.0 Quality:

- Certified materials of construction for castings per ASTM A216 (chemical and mechanical)
- Hydrostatic test report for discharge bowl and columns per ANSI/HI 14.6
- Visual casting surface inspection for castings per MSS-SP-55
- Dry film thickness report for each paint coat, SSPC-PA 2
- SLDMWA reserves the right to conduct in process factory inspections (without hold) of the supplied pump components, upon prior written notice. Pentair will coordinate such visits as necessary.

9.0 Schedule:

Cast/fabricated parts for Equipment Package 1 (as defined below) to be delivered per the Manufacturing Schedule accepted in Phase I, which shall be 6 to 9 Months after the commencement of Phase II. Each subsequent shipment of pump unit parts (in other words, each subsequent Equipment Package) will be per the accepted Manufacturing Schedule, which shall be 6 to 9 months from the previous shipment. Shipments will be based on readiness to ship, with proper notice to SLDMWA.

A Manufacturing Schedule will be given for each line item. Bi-monthly phone calls will be set up to discuss current status and any questions that may arise.

EXHIBIT B GENERAL TERMS AND CONDITIONS

ARTICLE 1. SCOPE OF SERVICES OF CONSULTANT

A. Services: Consultant's Services consist of the Phase I Scope of Services described in **Exhibit A** to the Agreement, and the Phase II fabrication of the materials designed in Phase I pursuant to the Phase II Scope of Work described in **Exhibit A**, all in accordance with all terms of the Agreement and applicable laws and regulations.

B. Changes/Amendments: Consultant's Services may be changed or amended only by written amendment executed by SLDMWA and Consultant. No claim for any additional compensation or time shall be valid unless authorized by a written amendment.

C. Trust and Confidence: Consultant accepts the relationship of trust and confidence established between SLDMWA and Consultant by the Agreement.

D. Consultant's Skills and Compliance with Professional Standards: Consultant represents and warrants that it is skilled in the professional calling necessary to perform all services, duties and obligations required by the Agreement; that it will perform its Services under this Agreement with the degree of skill and diligence normally practiced in the same industry by consultants performing the same or similar services.

E. Independent Contractor: Consultant shall be an independent contractor, and neither Consultant nor any employee of Consultant or its sub-consultants shall be deemed to be an employee of SLDMWA.

F. No Relation with Sub-consultants: Nothing in the Agreement shall create any contractual relation between SLDMWA and any sub-consultants, or their agents and employees, employed by Consultant. No sub-consultants, agents, employees or other parties are third party beneficiaries of the Agreement. Consultant shall be responsible to SLDMWA for the acts and omissions of its employees, sub-consultants, and their agents and employees, and other persons performing any of the work under the Agreement.

G. Compliance with Laws: Consultant shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of its work, including those relating to safety of its employees and sub-consultants, hazardous materials, and equal employment opportunities; obtain all permits and licenses necessary for performance of its work; pay all wages, fees, benefits, and other amounts due to personnel and sub-consultants in connection with their performance of services and as required by law; pay all applicable local, state, and federal taxes associated with its work; and pay all amounts required by law in connection with employees including, but not limited to, Social Security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance premiums. Consultant shall comply with all federal requirements applicable at the time of execution of this Agreement for the work funded in whole or in part by federal funds and that are required in connection with such federal funding. Upon the Authority's request, Consultant shall furnish evidence satisfactory to the Authority that any or all of the foregoing obligations have been fulfilled.

ARTICLE 2. SCHEDULE

A. Consultant shall perform Phase I work in accordance with the time specified in the Agreement. Consultant shall perform Phase II work in accordance with the timeframes specified in the Phase II Scope of Work and the Manufacturing Schedule.

B. Any delays in or failure of performance by either party under this Agreement (except payment of compensation under Article 6) shall not constitute default hereunder and neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from force majeure which shall be defined to be causes or occurrences beyond the control of the party affected, including, but not limited to, acts of governmental authority, acts of God, strikes or other concerted acts of workmen, unavailability of labor or materials and operating equipment, fires, floods, explosions, riots, war, rebellion, insurrection and sabotage; provided, however, that the party whose performance is delayed shall have given notice and full description of the cause of the delay in writing to the other party as soon as possible after the occurrence of the cause relied on by it.

ARTICLE 3. CONFLICTS OF INTEREST

Excepting any work that Consultant may do for SLDMWA described on Exhibit A or directly related to the work described in Exhibit A, which SLDMWA confirms will not be considered an actual or potential conflict of interest, Consultant shall not have a familial, financial, or investment interest in any of the persons, contractors or companies with responsibilities related to the work described in Exhibit A or manufacture of the items designed in Phase I. A familial interest exists if any of Consultant's officers, directors, employee(s) providing professional services to SLDMWA, or owners of 10% or more of the business is the spouse, sibling, parent, child, grandparent, grandchild, aunt/uncle or niece/nephew of any of the officers, directors, project managers, or owners of 10% or more of the business of any of the persons, contractors or companies with responsibilities related to the work described in Exhibit A or contemplated for Phase II. Consultant affirms that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interests of Consultant and SLDMWA. Consultant agrees to advise SLDMWA of any actual or potential conflicts of interest that may develop subsequent to the date of execution of the Agreement.

ARTICLE 4. ASSIGNMENT AND SUBCONTRACTING

Except as expressly authorized herein, Consultant shall neither assign its rights nor delegate its duties under the Agreement (except to (i) an entity controlling, controlled by, or under common control of, Consultant, (ii) any successor, directly or indirectly, to Consultants by merger, consolidation or reorganization, and (iii) any purchaser of all substantially all of the assets, directly, or indirectly, of Consultant as a going concern, which will not require SLDMWA's consent) without prior written consent of SLDMWA. Notwithstanding the foregoing, Consultant intends to contract with GE Vernova as a subconsultant, and SLDMWA expressly approves Consultant subcontracting to GE Vernova. This prohibition of assignment and delegation extends to all assignments and delegations that lawfully may be prohibited by agreement. Except as expressly allowed in the Agreement, Consultant shall not subcontract any of the work to be performed or services to be rendered without the prior consent of SLDMWA.

ARTICLE 5. NON-DISCRIMINATION

Consultant shall not discriminate against any employee or potential employee on the basis of prohibited criteria, as defined in Government Code section 12940. Without limiting the foregoing in any way, during the performance of this Agreement, Consultant and its sub-Consultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant and sub-Consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and sub--Consultants shall comply with the provisions of the Fair Employment and Housing

Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its sub-Consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

ARTICLE 6. COMPENSATION; TAXES

A. Contract Price: Consultant agrees to perform the Basic Services required in Phase I for the Phase I Contract Price shown in **Exhibit C**, and any authorized extra services as may be expressly agreed upon in writing between SLDMWA and Consultant, and SLDMWA agrees to pay Consultant for such services in accordance with **Exhibit C** to the Agreement, or such other rates for extra services as may be expressly agreed upon in writing between SLDMWA and Consultant.

Consultant agrees to provide all materials required in Phase II for the Phase II Contract Price shown in **Exhibit C**, subject to any agreed-upon adjustments in the Phase II Contract Price to accommodate for design changes during Phase I. Any such adjustments in the Phase II Contract Price will be handled by execution of a change order.

B. Reimbursable Consultant Costs/Expenses: SLDMWA recognizes that certain costs and expenses associated with the Phase I services performed may be reimbursable to Consultant. Categories of costs/expenses that may be considered for reimbursement are included in **Exhibit C**. Payments to Consultant for reimbursable costs/expenses will be made only to the extent that SLDMWA has approved the expense in writing and prior to the expense being incurred, after the specific costs/expenses have been incurred, and after invoicing has been verified by submission of substantiating documentation, such as copies of paid invoices or other documentation confirming that such costs/expenses have been incurred by Consultant.

C. Invoicing: In Phase I, Consultant shall submit applications for payment on a progress basis for work completed with email copy to Accounts Payable, San Luis & Delta-Mendota Water Authority, at accounts.payable@sldmwa.org or via U.S. Mail at P.O. Box 2157, Los Banos, CA 93635. If applicable, Consultant's invoice also shall include reimbursable costs/expenses incurred for the billing period. Invoices requesting reimbursement for costs/expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices). The progress payment will be based on the estimated percentage complete stated on the progress schedule in **Exhibit C**, subject to review and approval by SLDMWA, including applicable time records and identification of any deliverables submitted during the billing period, for the work performed to the prior progress milestone at rates not to exceed those stated in **Exhibit C**. SLDMWA also has the right to correct any error made in any Progress Payment and may withhold as much payment as reasonably necessary to correct the error in later progress payments.

Phase II costs will be invoiced to SLDMWA following the completion of the milestone associated with each portion of the work, as described in **Exhibit C**.

D. Payment: Invoices received by SLDMWA on or before the 15th day of a given month and subsequently approved by SLDMWA will be paid by SLDMWA before the end of the following month. All other properly invoice amounts shall be paid not more than forty-five (45) days after delivery of an Exhibit B

invoice. Disputed invoices shall be returned to Consultant within ten (10) working days of receipt.

E. Payment Disputes: SLDMWA may dispute any invoice or portion thereof which is not properly documented and in accordance with the Agreement. For any disputed payment, SLDMWA shall provide written notice describing its dispute to Consultant. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SLDMWA. This decision shall be final and conclusive unless within ten (10) days from the date of the receipt of its copy, Consultant mails or otherwise furnishes a written appeal to SLDMWA's Chief Operating Officer. In connection with any such appeal, Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Operating Officer shall be binding upon Consultant and Consultant shall abide by the decision. The foregoing dispute resolution provisions will only be applicable if the dispute is solely over whether amounts included in an invoice are or are not properly documented in accordance with this Agreement. All other dispute resolution will be handled in accordance with Article 17. Unless otherwise directed by SLDMWA, Consultant shall continue performance under this Agreement while invoice-related matters in dispute are being resolved.

F. Taxes: Any and all taxes imposed or assessed on Consultant's income by reason of this agreement or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of SLDMWA.

ARTICLE 7. SLDMWA'S OBLIGATIONS

SLDMWA shall cooperate with Consultant to facilitate the conduct of Consultant's performance of its services under this Agreement, including for purposes of the exchange of information and consultation, as well as to provide access as required to any SLDMWA facilities that are the subject of the services. Consultant's primary source of contact with the SLDMWA shall be the contact designated in the Agreement.

ARTICLE 8. SLDMWA'S CONFIDENTIAL INFORMATION

A. Confidential Information shall be (a) any and all information provided by SLDMWA (the "Disclosing Party") to Consultant (the "Receiving Party") that is labeled and/or marked confidential, and if disclosed orally, summarized in written format within (30) calendar days of disclosure and identified as "confidential", "trade secret", or "proprietary", and (b) information that is not labeled as "confidential", "trade secret", or "proprietary" but after which SLDMWA notifies Consultant as being "confidential", "trade secret", or "proprietary", SLDMWA shall retain all ownership rights over its Confidential Information.

B. The Confidential Information will be kept confidential, and will not, without SLDMWA's prior written consent, be disclosed by Consultant, in any manner whatsoever, in whole or in part, and shall not be used in any manner directly or indirectly by Consultant, other than in connection with providing services under this Agreement.

C. Confidential Information does not include information which (i) at the time of disclosure is within the public domain through no breach of this Agreement by Consultant; (ii) has been known or independently developed by and is currently in the possession of Consultant prior to disclosure or receipt hereunder; (iii) was or is acquired by Consultant from a third party (other than a Member customer contacted by Consultant through the operation of this Agreement) who did not to Consultant's knowledge breach an obligation of confidentiality by disclosing it to Consultant.

D. Consultant will retain the Confidential Information only so long as it is necessary to perform Consultant's tasks under this Agreement, and after such time, the Confidential Information will be returned to SLDMWA (or at SLDMWA's written option, destroyed), and Consultant will retain no copies of the Confidential Information.

ARTICLE 9. INSURANCE

A. Required Policies: Consultant and any sub-consultants shall procure and maintain insurance on all of its operations during the progress of its work described in Exhibit A or any Task Orders, with reliable insurance companies approved by the State of California Department of Insurance and with a Bests' rating of no less than (A) Level VII, on forms acceptable to SLDMWA, for the following minimum insurance coverages, which may be increased or expanded by the Agreement:

1. Workers' Compensation insurance and occupational disease insurance, as required by law, with limit of no less than \$1,000,000 per accident for bodily injury or disease;
2. Employer's liability insurance, with minimum limits of \$1,000,000, covering all workplaces involved in the Agreement.
3. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Contractor's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than one million dollars (\$1,000,000) for each occurrence, an annual aggregate of two million dollars (\$2,000,000), and a products/completed operations aggregate of two million dollars (\$2,000,000).
4. Commercial Automobile Insurance for all owned, non-owned and hired vehicles used by Consultant in the performance of its services under this Agreement with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
5. Professional Liability Insurance, written on a "Claims Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and \$2,000,000 aggregate, insuring Consultant, for its own acts and for the acts of all persons for whose acts Consultant may be liable, against liabilities arising out of or in connection with negligent acts, errors, or omissions in connection with the carrying out of their professional responsibilities under the Agreement. Consultant shall provide SLDMWA proof of professional liability insurance coverage for two years following final completion of the Agreement.

B. Additional Terms:

1. All general liability policies shall name SLDMWA, its elected or appointed officers, officials, agents, directors, representatives, authorized volunteers and employees (collectively "SLDMWA") as additional insureds include a severability of interest provision, and shall provide that such policy is primary and not

contributory with any insurance carried by SLDMWA or its Members.

2. The insurance to be provided by Consultant under this Agreement shall not include any of the following: except for Professional Liability Insurance, any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by SLDMWA; any endorsement limiting coverage available to SLDMWA that is otherwise required by this Article 9; and any policy or endorsement language that (i) negates coverage to SLDMWA for SLDMWA's own negligence; (ii) limits the duty to defend SLDMWA under the policy; (iii) provides coverage to SLDMWA only if Consultant is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under this Agreement shall not contain any restrictions or limitations which are inconsistent with SLDMWA's rights under this Agreement.
3. Consultant shall provide Certificates of Insurance, or other evidence of insurance as requested by SLDMWA, to SLDMWA within ten (10) days after receipt by Consultant of the executed Agreement. The certificates shall provide that there will be no cancellation, suspension, voiding or change of coverage without thirty (30) days' prior written notice to SLDMWA. There shall be no reduction or modification of coverage of insurance required by the Agreement without the written consent of SLDMWA. Consultant shall provide SLDMWA with a new or renewed certificate of insurance upon any changes or modifications to coverage, including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent with this Agreement.
4. The insurer(s) issuing the required policies shall, by separate endorsement, agree to waive all rights of subrogation against the "Additional Insureds" for losses arising in any manner from the products or work provided or performed by or on behalf of Consultant for SLDMWA, but this provision applies regardless of whether or not SLDMWA has received the waiver of subrogation.

ARTICLE 10. INDEMNITY; NO LIABILITY FOR CONSEQUENTIAL DAMAGES; LIQUIDATED DAMAGES

A. Consultant shall, with respect to all work which is covered by the Agreement, defend, indemnify, and hold harmless SLDMWA, its officers, directors, agents, representatives and employees (collectively "SLDMWA"), from and against any and all liens and claims asserted by firms or individuals claiming through Consultant, and claims, liability, loss, damage, civil fines, penalties, costs, or expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, other loss, damage, or expense to the extent that any of the above arise out of the negligence, recklessness or willful misconduct by Consultant or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement. Consultant's duty shall include the duty to defend the indemnitees as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification, and Consultant shall employ counsel reasonably acceptable to SLDMWA for this defense obligation. Consultant shall not be obligated under the Agreement to indemnify SLDMWA to the extent that the damage is caused by the active or sole negligence or willful misconduct of SLDMWA or its agent or servants other than Consultant.

B. SLDMWA shall defend, indemnify, and hold harmless Consultant, its officers, directors, agents, representatives and employees (collectively "Consultant") from and against any and all claims, liability, loss, damage, civil fines, penalties, costs, or expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, other loss, damage, or expense to the extent that any of the above arise out of to the negligence, recklessness, or willful misconduct by SLDMWA or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement other than Consultant. SLDMWA's duty shall include the duty to defend the indemnitees as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification, and SLDMWA shall employ counsel reasonably acceptable to Consultant for this defense obligation. SLDMWA shall not be obligated under the Agreement to indemnify Consultant to the extent that the damage is caused by the active or sole negligence or willful misconduct of Consultant or its agent or servants.

Where any claim results from the joint negligence, gross negligence, or willful misconduct by SLDMWA and Consultant, the amount of such claim for which SLDMWA or Consultant is liable as indemnitor under this Article shall equal (i) the proportionate part that the amount of such claim attributable to such indemnitor's negligence, gross negligence, or willful misconduct bears to, and (ii) the amount of the total claim attributable to the joint negligence, gross negligence, or willful misconduct at issue.

C. Consultant and SLDMWA each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims.

D. The acceptance by SLDMWA or its representatives of any certificate of insurance providing for coverage of any kind shall in no event be deemed a waiver of any of the provisions of this Article. None of the foregoing provisions shall deprive SLDMWA of any action, right or remedy otherwise available by law.

E. Neither Consultant nor SLDMWA shall be responsible to the other for any form of consequential, indirect, special, punitive, or incidental damages, including, but not limited to losses of use, sale, profits, financing, business and reputation, and attorney fees thereon. Nothing in these provisions or in this Agreement shall waive, release or compromise any insurance requirements or coverages required in Article 9, and nothing in this Article shall reduce or eliminate any obligation of any insurer with respect to damages to any third party related in any way to this Agreement.

F. Should the Work of either Phase not be completed within the specified time, as adjusted for any delays caused by force majeure or other conditions beyond the control and without the fault or negligence of Consultant, Consultant acknowledges that SLDMWA will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between Consultant and SLDMWA that Consultant shall pay the amounts specified in this Section to SLDMWA, as its sole and exclusive remedy for Consultant's delay, as fixed and liquidated damages, and not as a penalty. Subject to the limitations contained in this Section, if Consultant fails to deliver the professional services required by Phase I in the timeframes described herein (per the durations described in Exhibit C) or fails to deliver all completed materials to be manufactured in Phase II within the time specified in the Phase II Scope of Work (the "Consultant Delay"), then the Consultant shall pay to SLDMWA an amount equal to \$250.00 for each calendar day of Consultant Delay during Phase I and \$2,000.00 for each calendar day of Consultant Delay during Phase II, up to 5% of the total anticipated compensation for Phase I and Phase II (the "Liquidated Damages"). For avoidance of doubt, Liquidated

Damages shall not exceed 5% of the anticipated total for Phase I and Phase II work hereunder. Liquidated Damages will not be incurred: (i) for delays to the extent caused by parties other than Consultant; or (ii) for delays constituting force majeure events beyond Consultant's control. The Consultant's payment of the Liquidated Damages is the Consultant's sole liability and entire obligation and SLDMWA's exclusive remedy for any damage stemming from Consultant's late delivery.

ARTICLE 11. INTELLECTUAL PROPERTY INFRINGEMENT

Consultant shall defend, indemnify and hold SLDMWA free and harmless from and against, any loss, cost and expense that SLDMWA incurs because of a claim that any deliverables, materials or equipment (hereinafter "Product") provided pursuant to this Agreement infringes on the intellectual property right of others.

ARTICLE 12. LIMITATION OF LIABILITY

In no event will Consultant be liable to SLDMWA for any incidental, indirect, special, consequential or punitive damages or lost profits of SLDMWA. With the exception of the indemnity obligations described in Article 10(A) and 10(B), the aggregate total liability of Consultant arising from or related to SLDMWA's engagement of Consultant shall not exceed an amount equivalent to 50% of the anticipated total fee for Phase I and Phase II work hereunder.

ARTICLE 13. USE AND OWNERSHIP OF WORK PRODUCT

As used in this Agreement, the term "Work Product" means deliverables or materials fixed in a tangible medium of expression, including software code, written procedure, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the services provided under this Agreement, but excepting any of Consultant's proprietary materials associated with the design or redesign/refurbishment of the pumps located at the O'Neil Pumping Plant. SLDMWA shall retain all rights, title and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements and derivative works thereof, and Consultant obtains no rights therein.

ARTICLE 14. ONLINE DOCUMENT ACCESSIBILITY

Consultant will provide electronic copies of documents and materials designated for public access on the Authority's public website consistent with Web Content Accessibility Guidelines (WCAG) 2 Level AA Conformance and/or current state and federal standards for accessibility. If Consultant has any question as to whether a deliverable is subject to these requirements, Consultant shall confirm with the Authority whether the deliverable is anticipated to be posted to the Authority website. Consultant may reference the California Department of Technology's Web Accessibility Assessment Checklist at <https://dor.ca.gov/Home/Accessibility> to help Consultant comply with State and WCAG standards and requirements. Consultant should ensure documents and materials created for the Authority are compatible with most major Internet browsers, including Chrome, Firefox and Safari. The Authority reserves the right to return to Consultant for correction any deliverable that is required to be website accessible, and that the Authority determines not to be compliant, in accordance with these standards. Any such modification shall be done at Consultant's cost and without further charge to the Authority.

ARTICLE 15. SUSPENSION AND TERMINATION OF AGREEMENT

A. Suspension.

In the event of a delay in SLDMWA's receipt of project funding for the O'Neill Pumping / Generating Plant Unit Upgrades, this Agreement may be temporarily suspended by SLDMWA upon 60 days' written notice to Consultant. The Phase I or Phase II Fees, as applicable, and Manufacturing Schedule shall be adjusted for increases

in the cost (as set forth below) and time caused by suspension under this Section 15(A).

With respect to the cost increases caused by the suspension, the Consultant shall provide a one-time 3-month grace period from the date of suspension before increasing Consultant's Phase I or Phase II Fees. After 3 months of suspension, the Fees will increase 1%. Each additional month (beyond the first three months) that the work is suspended shall result in an increase in the Fees of 0.4% per month. By way of example, if SLDMWA suspends the work for 10 months, the Fees will increase by 3.8% (1% attributable to the first 3 months and 0.4% for each month thereafter).

A suspension greater than 18 months will result in termination of the Agreement under the Termination for Convenience clause in Section 15(C).

B. Termination for Default.

This Agreement may be terminated by either party for default if the claimed defaulting party fails to cure any default within ten (10) days after receiving written notice of the default and a demand to cure, or to commence any cure within that period for any default that cannot be cured within 10 days.

C. Termination for Convenience.

This Agreement may be terminated for convenience, in whole or in part, by SLDMWA upon 30 days' written notice, with or without cause, upon written notification to Consultant. Immediately upon receipt of such notice of termination for convenience, Consultant shall immediately cease all work not terminated, other than as necessary to wind up that work, and terminate all subcontracts entered into under this Agreement. SLDMWA shall pay Consultant 1) all unpaid sums due for services performed or materials provided under this Agreement to the date of termination, 2) reasonable expenses for winding down the services, and 3) Consultant's reasonable expected profit on any materials that are in process and whose manufacture cannot reasonably be terminated. Following such payment, SLDMWA shall have the right to immediate possession of all Work Product.

No termination of the Agreement shall excuse or otherwise relieve Consultant of its responsibilities under the Agreement, including, without limitation, the standard of care for its work and services and its indemnity obligations. All of such responsibilities under the Agreement with respect to work and/or services performed prior to the date of termination shall survive any termination.

ARTICLE 16. RECORDS AND AUDIT

SLDMWA or SLDMWA's authorized representative shall have access, upon reasonable notice and during normal business hours during the term of the Agreement and for a period of two (2) years thereafter, or such longer period as may be required by any agreement providing public funding for the work to be performed hereunder, to Consultant's books and records and all other documentation pertaining to Consultant's services under this Agreement to the extent that SLDMWA is obligated to have access to such records in connection with any funding or government oversight obligations in connection with the work to be performed. Such access includes the right to make excerpts, transcriptions and photocopies at SLDMWA's expense *except that*, if SLDMWA or its authorized representatives propose to copy records that Consultant deems to be confidential and/or trade secrets, then Consultant shall be entitled to mark such materials "Confidential" (or similar marking) at its own expense.

ARTICLE 17. DISPUTE RESOLUTION

Consultant and SLDMWA shall attempt to resolve conflicts or disputes that arise under this Agreement or that relate in any way to this Agreement or the subject matter of this Agreement in a fair and reasonable manner. The parties agree to attempt to mediate through a professional mediator any conflicts or disputes not otherwise resolved by the parties, with the costs of mediation shared equally by the parties. If the mediation does not settle the conflict or dispute, the parties may agree in writing to binding arbitration, or the matter may proceed in litigation before a court of competent jurisdiction. Neither party shall commence or pursue arbitration or litigation prior to

(1) the completion of mediation proceedings, and (2) prior to completion of Consultant's services under this Agreement.

ARTICLE 18. WARRANTY

Consultant agrees to warrant that the Materials (parts, equipment, components, and other materials supplied by Consultant under this Agreement) provided by Consultant under this Agreement shall be free of defects in materials and workmanship under normal use and service for 60 months following the completion of installation by SLDMWA. Consultant does not warrant Materials that are not fabricated or assembled to Consultant's design, but are commercial off-the-shelf ("COTS") Materials. For such COTS Materials, SLDMWA agrees that, if Consultant assigns any warranty from the manufacturer of any COTS Materials supplied by Consultant, then that warranty shall satisfy Consultant's obligation herein with respect to that Material.

SLDMWA must give Consultant notice in writing of any alleged defect covered by this warranty (together with identifying details, such as the serial number, the type of Material, and the date of purchase) within thirty (30) days of the discovery of such defect during the warranty period. No claim made more than 30 days after the expiration of the warranty period shall be valid. Guarantees of performance and warranties are based on the use of original equipment manufactured (OEM) replacement parts, where applicable. Consultant assumes no responsibility or liability if non-authorized design modifications and/or non-OEM replacement parts are incorporated.

Consultant agrees to respond in writing to any notice of a warranty claim within seven (7) days of receipt of the notice. If SLDMWA reasonably determines that the Materials on which the claim is made cannot reasonably be removed and sent to Consultant for evaluation, then Consultant's response shall include proposed dates that Consultant will inspect the Materials at the SLDMWA site where the Materials are installed. If the concern later is determined not to be covered by this warranty, then SLDMWA shall pay Consultant's reasonable travel and inspection expenses associated with responding to the claim. THE WARRANTY IN THIS ARTICLE IS THE SOLE WARRANTY OF CONSULTANT. Consultant's sole obligation under this warranty shall be, at its option, to repair or replace any Material which has a defect covered by this warranty, or to refund the purchase price of such Material.

The warranty extends to repaired or replaced Materials for twelve (12) months or for the remainder of the original warranty period applicable to the Materials being repaired or replaced, whichever is greater. This extension of the warranty applies to the repaired or replaced Material only and is not extended to any other component. Consultant may substitute new Materials or improve part(s) of any Material judged defective without further liability. All repairs or services performed by Consultant that are not covered by this warranty will be charged in accordance with Consultant's standard prices then in effect.

Under the terms of this warranty, Consultant shall not be liable for (a) conditions caused by normal wear and tear, accident, neglect, failure to properly maintain, or misuse of said Materials; (b) the expense of, and loss or damage caused by, repairs or alterations made by anyone other than the Consultant; or (c) any loss, damage, or expense caused by SLDMWA's installation, removal, or reinstallation of Materials – including but not limited to the costs to remove and replace the Materials.

ARTICLE 19. ADDITIONAL PROVISIONS

A. Successors and Assigns: SLDMWA and Consultant each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement. Consultant shall not assign the Agreement or sublet it in whole or part except in full compliance with Article 4, nor shall Consultant assign any moneys due or to become due to it hereunder without the prior written consent of SLDMWA.

B. Unenforceability of any Clause: If any clause or provision of the Agreement is held to be unenforceable or invalid, then that provision of the Agreement shall be stricken and all other provisions of this Agreement shall remain in full force and effect and shall not be effected thereby.

C. Waiver of Breach: Failure by one party to notify the other of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

D. Entire Agreement: The Agreement, including all exhibits, represents the entire and integrated agreement between SLDMWA and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. No changes, amendments, alterations or modifications to this Agreement will be effective unless in writing and executed in the same manner as the Agreement.

E. Interpretation: The Agreement shall be construed and interpreted in accordance with the laws of the State of California.

F. Headings: The titles of sections of these General Conditions are for convenience only and no presumption or implication of the intent of the parties as to the construction of this Agreement shall be drawn therefrom.

EXHIBIT C**PHASE I FEES, HOURLY RATES AND REIMBURSABLE
COSTS/EXPENSES**

Fees, hourly rates, reimbursable costs/expenses, and progress payment schedule described below:

Task 1 – Pump Engineering Services		
Progress Payment 1 – 20%	Site visit and kick off meeting (Items 1–18)	\$110,040
Progress Payment 2 – 30%	30% Design Completion (Items 19-27)	\$165,060
Progress Payment 3 – 20%	60% Design Completion (Items 28-40)	\$110,040
Progress Payment 4 – 20%	90% Design Completion (Items 41-52)	\$110,040
Progress Payment 5 – 10%	10% Design Completion (Items 53-57)	\$55,020
TOTAL		\$550,200
Task 2 – Vane Control System Engineering Services		
Progress Payment 1 – 20%	Site visit and kick off meeting (Items 1–18)	\$23,490
Progress Payment 2 – 30%	30% Design Completion (Items 19-27)	\$35,235
Progress Payment 3 – 20%	60% Design Completion (Items 28-40)	\$23,490
Progress Payment 4 – 20%	90% Design Completion (Items 41-52)	\$23,490
Progress Payment 5 – 10%	10% Design Completion (Items 53-57)	\$11,745
TOTAL		\$117,450
GRAND TOTAL – the “PHASE I CONTRACT PRICE”		\$667,650

Phase I Progress Payment schedule on next page

			WEEK No																									
Item	Task	Responsibility	Dur weeks	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
0	Order Preparation		2	X	X	X																						
1	Receipt of Order		1	X																								
2	Order acknowledgement	Pentair	1	X																								
3	Asbestos Statement	SLDMWA	1		X																							
4	Schedule Site Visit	Pentair & GE	1		X																							
5	General Arrangement Drawing - Draft	Pentair	2		X	X																						
6	Rigging Drawing - Draft	Pentair	2		X	X																						
7	Manhole Assessment - Draft	Pentair	2		X	X																						
8	Bowl Assembly - 3D CAD	Pentair	2		X	X																						
9	Taper Columns - 3D CAD																											
10	Quality Plan Scope - Draft	Pentair	2		X	X																						
Item	Task	Responsibility	Dur	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
11	Site Visit		1				X																					
12	Safety Brief	SLDMWA	1				X																					
13	Governor Survey	GE Vernova	1				X																					
14	Review Site P&ID	GE Vernova	1				X																					
15	Interview Operators on Governor Control	GE - SLDMWA	1				X																					
16	Pump and Station Survey	Pentair	1				X																					
17	Coordination Meeting (Item 5-9)	Pentair - SLDMWA	1				X																					
18	Coordination Meeting (Governor)	ALL	1				X																					
Item	Task	Responsibility	Dur	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
19	30% Design		5					X	X	X	X	X																
20	Site Visit Report	Pentair & GE	1					X																				
21	General Arrangement Drawing	Pentair	1						X																			
22	Rigging Drawing	Pentair	1						X																			
23	Manhole Assessment	Pentair	1							X																		
24	P&ID	GE Vernova	1						X																			
25	Demolition Document Outline	GE Vernova	1						X																			
26	Installation Document	GE Vernova	1							X																		
27	Customer Review - 30%	SLDMWA	2								X	X																
Item	Task	Responsibility	Dur	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
28	60% Design		4										X	X	X	X												
29	Design Calculations	Pentair	2										X	X														
30	Bowl Casting Drawing	Pentair	1										X															
31	Bowl Machine Drawing	Pentair	1										X															
32	Column Fabrication Drawing	Pentair	1											X														
33	Column Machine Drawing	Pentair	1											X														
34	Cabinet Arrangement	GE Vernova	1										X															
35	Hydraulic Component Arrangement	GE Vernova	1										X															
36	Long Lead BOM, Electrical	GE Vernova	1											X														
37	Long Lead BOM, Hydraulic	GE Vernova	1											X														
38	IO List	GE Vernova	1										X															
39	Software Design Document	GE Vernova	1											X														
40	Customer Review - 60%	SLDMWA	2												X	X												
Item	Task	Responsibility	Dur	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
41	60% Design		7														X	X	X	X	X	X	X					
42	Coordinate Tooling	Pentair	3														X	X	X									
43	Quality Plan	Pentair	2																	X	X							
44	Schematics	GE Vernova	1														X											
45	Arrangement Drawings	GE Vernova	1														X											
46	BOM Electrical / Hydraulics/	GE Vernova	2														X	X										
47	Instrumentation	GE Vernova	1																X									
48	O&M	GE Vernova	1																X									
49	Demolition/Installation Documents	GE Vernova	1																	X								
50	FAT Procedure	GE Vernova	1																		X							
51	SAT Procedure	GE Vernova	1																			X						
52	Customer Review - 90%	SLDMWA	1																				X	X				
			2																					X	X			
Item	Task	Responsibility	Dur	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
53	Final Submittal		4																									
54	Document Rework - Pump	Pentair																							X	X		
55	Document Rework - Governor	GE Vernova																							X	X		
56	Final Customer Review	SLDMWA																								X	X	
57	Tooling Release	Pentair																										X

PHASE II FEES, HOURLY RATES AND REIMBURSABLE COSTS/EXPENSES

Fees, hourly rates, reimbursable costs/expenses, and progress payment schedule described below:

PHASE II: (Pricing below reflects added cost for 5 yr warranty duration)

Equipment Package 1: Pump/GE Vernova

Item 1: Bowl/Column/Service \$2,628,230.00

Item 2: GE Vernova Governor \$377,398.00

Equipment Package 2: Pump/GE Vernova

Item 1: Bowl/Column/Service \$2,628,230.00

Item 2: GE Vernova Governor \$377,398.00

Equipment Package 3: Pump/GE Vernova

Item 1: Bowl/Column/Service \$2,628,230.00

Item 2: GE Vernova Governor \$377,398.00

Equipment Package 4: Pump/GE Vernova

Item 1: Bowl/Column/Service \$2,628,230.00

Item 2: GE Vernova Governor \$377,398.00

Equipment Package 5: Pump/GE Vernova

Item 1: Bowl/Column/Service \$2,628,230.00

Item 2: GE Vernova Governor \$377,398.00

Equipment Package 6: Pump/GE Vernova

Item 1: Bowl/Column/Service \$2,628,230.00

Item 2: GE Vernova Governor \$377,398.00

Payment Terms

5% upon completion of Phase I/commencement of Phase II.

30% upon Pentair's receipt of pump components (applicable to Item #1 in each Equipment Package).

60% upon shipment of each Item – each Bowl/Column (from Pentair) and each vane control governor (from GE Vernova).

5% upon commissioning, for each Item.

(for clarity, a bowl/column/service for each pump is an "Item"; and a vane control system for each pump is an "Item").

EXHIBIT D

SPECIAL PROVISIONS

SECTION 1.01. GENERAL.

By entering into this Contract, Contractor hereby agrees to comply with all applicable state, Federal, and local laws and regulations as applicable to this Project. These may include, but are not limited to, the Natural Environmental Policy Act (NEPA) including the Council of Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected tribes, and consultation with the State Historic Preservation Office. Failure of the Contractor to comply with any applicable law or regulation may be the basis for withholding payments and/or termination of this Contract.

For contracts receiving federal funds, Contractor shall comply with the regulations of the Code of Federal Regulations (CFR) - Title 2, Part 200, Subparts A through E, as applicable. These regulations are incorporated by reference and made part of this Contract.

For Contracts receiving federal funds, Contractor also shall comply with Sections 1.02-1.15 of these Special Provisions.

SECTION 1.02. EQUAL EMPLOYMENT OPPORTUNITY/ANTI-DISCRIMINATION.

- A. Contractor shall comply with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Contractor shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Contractor shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.
- B. Contractor shall comply with 41 CFR 60-1.4(b). During the performance of this Contract, Contractor agrees as follows:
 - (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this

nondiscrimination clause.

- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- (4) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) Contractor will include the above provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Authority or the United States Bureau of Reclamation may direct as a means of enforcing such provisions, including sanctions for noncompliance, *provided, however*,

that, in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the Authority or United States to enter into such litigation to protect the interests of the United States.

Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

SECTION 1.03. ANTI-KICKBACK.

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), and shall require all of its subcontractors to comply. Those requirements are set forth in greater detail below. Contractor and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

SECTION 1.04. DAVIS-BACON.

Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), and shall require all its subcontractors to comply. To the extent that California law differs from the Davis-Bacon Act, Contractor and its subcontractors shall comply with the more stringent requirement.

Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

In accordance with the Davis-Bacon Act, Contractor must pay the required wages not less than once per week.

By entering into the Contract, Contractor has accepted the wage determination(s) applicable to the Work, and agrees to comply with the wage determination(s).

SECTION 1.05. CONTRACT WORK HOURS AND SAFETY STANDARDS.

(a) Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5). In accordance with 29 C.F.R. section 5.5(b), Contractor agrees to comply with the following, and to require all of its subcontractors to comply with the following:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in section 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) If Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding.** The Authority shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from Contractor under this Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Authority may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records.**

(i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash

equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Authority for transmission to the appropriate Federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. **Contractor is responsible for the submission of copies of payrolls by all subcontractors.** Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Authority for transmission to the appropriate Federal agency, Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for Contractor to require a subcontractor to provide addresses and social security numbers to Contractor for its own records, without weekly submission to the Authority.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under section 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under section 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable

wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the appropriate Federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees* -

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe

benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the applicable Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. **Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.**

(7) **Contract termination:** debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this Contract, Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The Authority shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to

be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Authority and the Department of Labor, and Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

With respect to all requirements in this Section 1.05, to the extent that California law differs, Contractor and its subcontractors shall comply with the more stringent requirement.

SECTION 1.06. FEDERAL ACCESS TO RECORDS.

Contractor shall allow access by representative(s) from the United States Bureau of Reclamation and/or the Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. Contractor shall maintain all books, documents, papers, and records directly pertinent to the Contract for three (3) years after the Authority makes the final payment to Contractor for the Work on the Project.

SECTION 1.07. CLEAN AIR AND CLEAN WATER ACTS.

Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. sections 7401-7671q), the Clean Water Act (33 U.S.C. sections 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 35, subpart E, Appendix C-2), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the United States Environmental Protection Agency List of Violating Facilities. Contractor agrees to report any violation to the Authority, and understands and agrees that the Authority will report each violation as required to the appropriate Federal agencies, including, without limitation, the

Environmental Protection Agency Regional Office.

SECTION 1.08. ENERGY EFFICIENCY.

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 965).

SECTION 1.09. TRAFFICKING VICTIMS PROTECTION ACT (TVPA) OF 2000 (2 CFR Part 175).

- A. Contractor, its employees, and its subcontractors, may not—
- (1) Engage in severe forms of trafficking in persons during the period of time that the Contract is in effect;
 - (2) Procure a commercial sex act during the period of time that the Contract is in effect; or
 - (3) Use forced labor in the performance of this Contract.
- B. The Authority may unilaterally terminate this Contract, without penalty, if Contractor or its subcontractor(s) —
- (1) Is determined to have violated a prohibition in the above paragraph A or
 - (2) Has an employee who is determined by the Authority to have violated a prohibition in the above paragraph A through conduct that is either—
 - a. Associated with performance under this Contract; or
 - b. Imputed to Contractor or its Subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the Department of the Interior at 2 CFR part 1400.
 - (3) Contractor must inform the Authority immediately of any information received from any source alleging a violation of a prohibition in the above paragraph A during the term of the Contract.
 - (4) The Authority’s right to terminate unilaterally that is described in the above paragraph B of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the Authority under this Contract.
 - (5) Definitions:
 - a. “Employee” means either:
 - (i) An individual employed by Contractor or a subcontractor who is engaged in the performance of this Contract; or
 - (ii) Another person engaged in the performance of the Contract and not compensated by Contractor including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- c. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

SECTION 1.10. DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689).

By executing the Contract, Contractor represents that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SECTION 1.11. RESTRICTIONS ON LOBBYING (43 CFR §18).

Contractor agrees to comply with 43 CFR 18, New Restrictions on Lobbying. Contractor will provide the certification attached hereto as Attachment 1 certifying that:

- A. No Contract funds will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of the United States Bureau of Reclamation, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than the Contract funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit OMB Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
- C. Contractor shall require that the language of this certification be included in the award documents for all subcontracts of \$150,000 or more and that all such subcontractors shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 1.12. DRUG-FREE WORKPLACE.

Contractor is obligated to distribute to each employee who will be engaged in the performance of any work on the Contract the following statement:

The unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance is

prohibited in the workplace. As a condition of employment, you must agree to abide by this statement and must notify the Authority in writing within five calendar days of the conviction if you are convicted of a criminal drug statute violation occurring in your workplace.

In addition, Contractor must publish a statement that—

- (a) Tells its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in your workplace;
- (b) Specifies the actions that it will take against employees for violating that prohibition; and
- (c) Lets each employee know that, as a condition of employment under any award, they:
 - (1) Will abide by the terms of the statement; and
 - (2) Must notify Contractor in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace and must do so no more than five calendar days after the conviction.

Further, Contractor must notify its employees of any drug counseling, rehabilitation, or assistance program that it offers and the actions that the Contractor will take against employees for violation of the drug-free workplace requirements.

SECTION 1.13. PROCUREMENT OF RECOVERED MATERIALS.

Contractor agrees that it and its subcontractors will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where:

- (A) the purchase price of the item during the fiscal year exceeds \$10,000 or
- (B) Contractor procured over \$10,000 of the item during the preceding fiscal year on federally funded contracts.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item:

- (A) is not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- (B) fails to meet reasonable contract performance requirements; or
- (C) is only available at an unreasonable price.

SECTION 1.14. DOMESTIC PREFERENCES FOR PROCUREMENTS.

As required by 2 C.F.R. section 200.322 and the Build America, Buy America Act, Contractor, as appropriate and to the extent consistent with law and to the greatest extent practicable, shall provide a preference for the purchase, acquisition, and use of goods, products, or materials produced in the United States, including, without limitation: iron, aluminum, steel, cement, manufactured products, and construction materials.

- A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- B. “Manufactured products” means items and construction materials composed in whole or in

part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contractor shall bind its subcontractors to this clause.

SECTION 1.15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE.

As required by 2 C.F.R. section 200.216, Contractor is prohibited from procuring or obtaining equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment or services means:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

SECTION 1.16. CONTRACTING WITH SMALL BUSINESSES, MINORITY- AND WOMAN-OWNED BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- A. Contractor will take all necessary affirmative steps, consistent with Article 1 Section 31 of the California Constitution, to assure that small businesses, minority firms, women’s business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps may include:
 - (1) Placing qualified small businesses, minority-owned businesses, and women-owned business enterprises on solicitation lists;
 - (2) Assuring that small businesses, minority-owned businesses, and women-owned business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small businesses, minority-owned businesses, and women-owned business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small businesses, minority-owned businesses, and women-owned business enterprises; and
 - (5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ATTACHMENT 1

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit OMB Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts) in excess of \$150,000 and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, as well as any California remedies, apply to this certification and disclosure, if any.

I certify that I am duly authorized to legally bind the Contractor to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____ Contractor's Name: _____

Signature: _____

Print Name/Title: _____



Official Memorandum

PO Box 2157
Los Baños, CA 93635
sldmwa.org

To: SLDMWA Board of Directors, Alternates

From: Pablo Arroyave, Chief Operating Officer
Rebecca L. Harms, Deputy General Counsel

Date: October 9, 2025

RE: Ratification of Execution of Letter of Agreement 25-WC-20-6367 with the U.S. Bureau of Reclamation for Administrative Work Associated with the Preparation of Warren Act Contracts for Conveyance of Yuba Transfer Water

Background

In May 2025, the San Luis & Delta-Mendota Water Authority ("Water Authority") Board of Directors adopted Resolution No. 2025-543, which authorized execution of a new Yuba Transfers 2026-2050 Activity Agreement ("Activity Agreement") and Actions Related Thereto for Water Authority members who desire to participate in water transfers pursuant to the Yuba Accord Water Transfer Program. Twelve Water Authority members executed the Activity Agreement: Byron-Bethany Irrigation District, Del Puerto Water District, Eagle Field Water District, Mercy Springs Water District, Pacheco Water District, Panoche Water District, Patterson Irrigation District, San Benito County Water District, San Luis Water District, Santa Clara Valley Water District, Westlands Water District, and West Stanislaus Irrigation District ("Activity Agreement Members").

During the time period covered by the previous Yuba transfers activity agreement, 2008 through 2025, the U.S. Bureau of Reclamation ("Reclamation") considered Yuba transfer water to be CVP water. However, Reclamation informed the Water Authority that starting in 2026, Yuba transfer water will be considered non-CVP water, thus requiring Activity Agreement Members to enter into Warren Act contracts¹ in order to convey, exchange and store Yuba transfer water in CVP facilities.

In July 2025, the Water Authority requested that Reclamation prepare a series of temporary Warren Act contracts authorizing Yuba water transfer quantities for each Activity Agreement Member that when combined would not exceed 100,000 acre-feet per year. Reclamation confirmed that it is authorized to approve these types of actions pursuant to the Warren Act. On August 27, 2025, the Water Authority received from Reclamation Letter of Agreement 25-WC-20-6367 for Administrative Work Associated with the Preparation of Warren Act Contracts for Conveyance of Yuba Water ("Letter of Agreement"), attached hereto for your reference. The purpose of the Letter of Agreement is to provide for reimbursement, by the Water Authority, of all costs incurred by Reclamation resulting from its preparation of the Warren Act contracts. Reclamation will collect the estimated reimbursable costs based on an estimate of the actual costs expected to be incurred (Reclamation Directive and Standard PEC 07-01). The Letter of Agreement requires the Water Authority to submit to Reclamation an initial advance deposit of \$10,000.

¹ The Warren Act of February 21, 1911, authorized the United States to execute contracts for the conveyance and storage of non-CVP water in Federal facilities when excess capacity exists.

Reclamation requires the Water Authority to provide documentation of our signatory's authority to sign on behalf of the Activity Agreement Members.

Issue for Decision

Whether the Board of Directors should ratify the execution of the Letter of Agreement.

Recommendation

Staff recommends that the Board of Directors ratify the execution of the Letter of Agreement.

Analysis

Pursuant to the Activity Agreement, Activity Agreement Members are obligated to fund activities related to Warren Act contracts (see Activity Agreement Recitals, Paragraph U; Sections 1.B., 5.A.). Between September 9th and 11th, Water Authority staff gained the consent from each Activity Agreement Member to execute the Letter of Agreement. Due to the fact that Warren Act contracts must be fully executed for Yuba transfers beginning in 2026, the Water Authority executed the Letter of Agreement on September 12, 2025 so that Reclamation may start the process of developing the contracts. In addition to the terms of the Activity Agreement and the Activity Agreement Members' concurrences, the Water Authority, in order to thoroughly comply with Reclamation's requirement for documentation of our authority to execute the Letter of Agreement, now seeks Board ratification of the execution of the Letter of Agreement.

Budget

Reimbursement for Reclamation's administrative work associated with its preparation of the Warren Act contracts will be funded by the Activity Agreement Members. The costs related to this work will be directly invoiced to Activity Agreement Members for payment and, therefore, will not impact the Activity Budget dues payment or the budget for any other Water Authority activities.

Attachment

Executed Letter of Agreement



IN REPLY REFER TO:

United States Department of the Interior

BUREAU OF RECLAMATION
California Great-Basin
South-Central California Area Office
1243 N Street
Fresno, CA 93721



SCC-400
2.2.4.22

Letter of Agreement 25-WC-20-6367

VIA ELECTRONIC MAIL

Federico Barajas
Executive Director
San Luis & Delta-Mendota Water Authority
P.O. Box 2175
Los Banos, CA 93635
federico.barajas@sldmwa.org

Subject: Letter of Agreement 25-WC-20-6367 (Agreement) – Reimbursable Account for Administrative Work Associated with the Preparation of Warren Act Contracts for Conveyance of Yuba Water – San Luis & Delta-Mendota Water Authority (Authority) – Central Valley Project

Dear Mr. Barajas:

The Bureau of Reclamation (Reclamation) is in receipt of the Authority's July 29, 2025, email requesting Reclamation prepare a series of temporary Warren Act contracts to annually convey up to 100,000 acre-feet of Yuba Accord water in federal facilities. Reclamation is authorized to approve these types of action pursuant the Warren Act of February 21, 1911 (Pub. L. 406).

The purpose of this Agreement is to provide for reimbursement, by the Authority, of all costs incurred by Reclamation resulting from the Authority's request. Pursuant to Reclamation's Directive and Standard PEC 07-01, Advance Collection of Reimbursable Costs for Water-Related Contracting Activities, Reclamation staff will collect the estimated reimbursable costs based on an estimate of the actual costs expected to be incurred.

Reclamation's team may include, but is not limited to, staff from the following disciplines: Contracts, Environmental, and Operations. Costs incurred by Reclamation may encompass, but are not limited to, all expenses associated with the preparation and review of documents to comply with the National Environmental Policy Act (NEPA), as amended, as well as costs related to the preparation, review, and execution of Warren Act contract(s).

By countersigning this Agreement, the Authority agrees to the following conditions:

INTERIOR REGION 10 • CALIFORNIA-GREAT BASIN

CALIFORNIA*, NEVADA*, OREGON*

* PARTIAL

1. The Authority shall submit to Reclamation an initial advance deposit of \$10,000 to be deposited into an account established for this action. Reclamation agrees the total costs will not exceed \$10,000 absent further written approval by the Authority. If any mitigation is required for compliance with NEPA for this action, all costs associated with such mitigation shall be the responsibility of the Authority.
2. Upon written request, Reclamation will provide the Authority with a quarterly statement of account balance and a summary of expenses incurred by Reclamation in connection with this action. In the event Reclamation foresees expenditures in excess of the account balance, Reclamation will notify the Authority of the need for additional deposits in excess of the foregoing amount and will provide the Authority with a detailed itemization of anticipated expenditures, and the Authority shall pay the amount requested to Reclamation within ten (10) days of the request.
3. At the District's request, Reclamation will provide a detailed record of actual costs incurred by Reclamation within sixty (60) days of such request.
4. This Agreement is effective as of the date signed by the Authority and will remain in effect until a) this Agreement is terminated by either party upon thirty (30) days written notice to the other party or b) September 28, 2035, provided that the Authority shall submit additional funds, if needed, to pay Reclamation's costs up to date of termination. Any excess funds in the account will be refunded to the Authority within sixty (60) days after termination of this Agreement.

Please have the appropriate individual sign this Agreement and return this Agreement, along with documentation authorizing the individual to sign on behalf of District, to the Bureau of Reclamation, South-Central California Area Office, Attn: SCC-440, 1243 "N" Street, Fresno, CA 93721.

A down payment (DP) invoice will be forwarded to you via email from bor-sha-cgb-rm1@usbr.gov. For information related to pay.gov and bank wire details, please contact the Operating Accounting Team at bor-sha-cgb-rm1@usbr.gov.

If you should have any questions regarding this approval, please contact Mr. David E. Hyatt at (559) 262-0334, by email at dhyatt@usbr.gov. If you have a hearing, or speech impairment, please dial 7-1-1 to access telecommunications relay services.

Sincerely,

**RAIN
EMERSON**

Digitally signed by RAIN
EMERSON
Date: 2025.08.25
12:18:27 -07'00'

Rain L. Emerson
Acting Area Manager

On behalf of San Luis & Delta-Mendota Water Authority, I concur with the foregoing:

SAN LUIS & DELTA-MENDOTA AUTHORITY



Authorizing Official Signature

9/12/2025

Date

Federico Barajas

Authorizing Official Name (Print)

Executive Director

Authorizing Official Title (Print)

cc: Pablo Arroyave
San Luis & Delta-Mendota Water Authority
P.O. Box 2175
Los Banos, CA 93635
pablo.arroyave@sldmwa.org



Meeting Agenda

Date & Time: 10/6/2025 | 10:00 AM

Location: SLDMWA Boardroom

Notice of Water Resources Committee Regular Meeting / Joint Water Resources Committee Regular Meeting-Special Board Workshop

842 6th Street, Los Banos
(List of Member/Alternate Telephonic Locations Attached)

Public Participation Information

Join Zoom Webinar - <https://us02web.zoom.us/j/89498752641?pwd=XaYUVnhI4ebBT7ITh4jAXaETbDSc6J.1>

NOTE: Any member of the public may address the Water Resources Committee/Board concerning any item on the agenda before or during consideration of that item.

Because the notice provides for a regular meeting of the Water Resources Committee ("WRC") and a joint regular WRC Meeting/Special Board workshop, Board Directors/Alternates may discuss items listed on the agenda; however, only WRC Members/Alternates may correct or add to the agenda or vote on action items.

NOTE FURTHER: Meeting materials have been made available to the public on the San Luis & Delta-Mendota Water Authority's website, <https://www.sldmwa.org>, and at the Los Banos Administrative Office, 842 6th Street, Los Banos, CA 93635.

Agenda

Item	Topic	Lead
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- | | | |
|----|--|--|
| 1. | Call to Order/Roll Call | |
| 2. | Water Resources Committee to Consider Additions and Corrections to the Agenda for the Water Resources Committee Meeting only, as Authorized by Government Code Section 54950 <i>et seq.</i> | |
| 3. | Opportunity for Public Comment – Any member of the public may address the Water Resources Committee/Board concerning any matter not on the agenda, but within the Committee or Board's jurisdiction. Public comment is limited to no more than three minutes per person. For good cause, the Chair of the Water Resources Committee may waive this limitation. | |

ACTION ITEMS

- | | | |
|----|---|--|
| 4. | Approval of September 8, 2025 Meeting Minutes | |
|----|---|--|

5. **Recommendation to Board of Directors to Authorize Execution of Professional Services Agreement for Public Affairs Services and Expenditures of up to \$110,000** Petersen
6. **Recommendation to Board of Directors to Adopt Staff Recommendation for Positions on Legislation** Petersen
 - A. **H.R. 3572 (Valadao), To make projects in certain counties eligible for funding under the rural surface transportation grant program, and for other purposes.**

REPORT ITEMS

7. Update on South and Central Delta Channel Maintenance/Siltation Petersen
McQuirk
8. Executive Director's Report Barajas
(May include reports on activities within the Water Resources Committee's jurisdiction related to 1) CVP/SWP water operations; 2) California storage projects; 3) regulation of the CVP/SWP; 4) existing or possible new State and Federal policies; 5) Water Authority activities)
9. Update on Water Policy/Resources Activities Petersen
(May include reports on federal, state, and local agency regulatory, legislative, and administrative water policy/resources activities)
10. Update on Water Operations and Forecasts Arroyave
11. Committee Member Reports
12. Closed Session Akroyd

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of Litigation Pursuant to paragraph (4) of Subdivision (d) of Government Code Section

54956.9 – 2 potential cases

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Government Code Section 54956.9 – 2 potential cases

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Existing Litigation Pursuant to paragraph (1) of Subdivision (d) of Section 54956.9

- A. Pacific Coast Federation of Fishermen's Associations (PCFFA), et al. v. Nickels, et al., U.S. District Court, E.D. Cal., Case No. 2:11-cv-02980; 9th Cir. Case No. 23-15599 (GBP Citizen Suit)
- B. City of Fresno, et al. v. United States, U.S. Court of Appeals for the Federal Cir., Case No. 22-1994; U.S. Court of Federal Claims, Case No. 1:16-cv-01276 (2014 Friant Div. Operations)
- C. PCFFA, et al. v. Lutnick, et al., U.S. District Court, E.D. Cal., Case No. 1:20-cv-00431 (2019 BiOps)
- D. California Natural Resources Agency, et al. v. Lutnick, et al., U.S. District Court, E.D. Cal., Case No. 1:20-cv-00426 (2019 BiOps)

- E. California Sportfishing Protection Alliance (CSPA), et al. v. State Water Resources Control Board (SWRCB), et al., Sac. Co. Superior Court, Case No. 34-2021-80003761 (2021 TUCP Order)
- F. CSPA, et al. v. SWRCB, et al., Sac. Co. Superior Court, Case No. 34-2021-80003763 (2021 Temp. Mgmt. Plan)
- G. Walsh v. Martin, et al., E.D. Cal., Case No. 1:23-CV-01774 (employment action)
- H. SWRCB, Administrative Hearings Office, Petitions for Change of California Department of Water Resources (DWR) Water Right Permits, Delta Conveyance Project (DWR Change Petition)
- I. Tehama-Colusa Canal Authority, et al. v. DWR, et al., Sacramento Co. Superior Court, Case No. 24WM000183 (SWP 2024 EIR Challenge)

- 13.** Return to Open Session
- 14.** Report from Closed Session, if any, Required by Government Code Section 54957.1
- 15.** Reports Pursuant to Government Code Section 54954.2(a)(3)
- 16.** ADJOURNMENT

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

This agenda has been prepared as required by the applicable laws of the State of California, including but not limited to, Government Code Section 54950 et seq. and has not been prepared with a view to informing an investment decision in any of the Authority's bonds, notes or other obligations. Any projections, plans or other forward-looking statements included in the information in this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of the Authority's bonds, notes or other obligations and investors and potential investors should rely only on information filed by the Authority on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the World Wide Web at <https://emma.msrb.org/>.

SLDMWA WATER RESOURCES COMMITTEE REGULAR MEETING TELEPHONIC LOCATIONS

OCTOBER 6, 2025

15671 W. Oakland Ave
Five Points, CA 93624



Meeting Minutes

Date & Time: 9/8/2025 | 10:00 AM

Location: SLDMWA Boardroom
842 6th Street, Los Banos

San Luis & Delta-Mendota Water Authority Water Resources Committee Regular Meeting and Joint Water Resources Committee Regular Meeting – Special Board Workshop Minutes

Attendance

Committee Members Present

Ex-Officio: Cannon Michael
William Bourdeau
Division 1: Anthea Hansen, Member
Division 2: Lon Martin, Alternate
Division 3: Chris White, Member
Division 4: Vince Gin, Member
Dana Jacobson, Alternate
Division 5: Absent

Board of Directors Present

Division 1: Anthea Hansen, Director
Division 2: Justin Diener, Director
William Bourdeau, Vice-Chair/Director
Lon Martin, Alternate
Division 3: Chris White, Alternate
Jarrett Martin, Director
Cannon Michael, Director
Division 4: Aaron Baker, Alternate
Dana Jacobson, Director
Brett Miller, Alternate

Division 5: Absent

Authority Representatives Present

Federico Barajas, Executive Director
Pablo Arroyave, Chief Operating Officer (ZOOM)
Rebecca Akroyd, General Counsel
Rebecca Harms, Deputy General Counsel
Scott Petersen, Water Policy Director
Ray Tarka, Director of Finance
Bob Martin, Facilities O&M Director
Eddie Reyes, Information Systems Technician
Stewart Davis, IT Officer

Others Present

Patrick McGowan, Panoche Water District
Chase Hurley, Pacheco Water District
Russ Freeman, Westlands Water District
Stephen Farmer, Westlands Water District
John Wiersma, Henry Miller Reclamation District
Aniruddha Bhattacharya (Babi), Reclamation
Ron Milligan, Water Authority Consultant (ZOOM)

Agenda

Item

Topic

Lead

- 1. Call to Order/Roll Call** – The meeting was called to order by Chair William Bourdeau at approximately 10:20 a.m. and roll was called.
- 2. Additions or Corrections to the Agenda of Items, as authorized by Government Code Section 54950 et seq.** - No additions or corrections.
- 3. Opportunity for Public Comment** - No public comment.
- 4. Water Resources Committee to Consider Approval of the July 7, 2025 Meeting Minutes** - Chair William Bourdeau deemed the July 7, 2025 meeting minutes approved with a minor correction to page 3.

5. **Recommendation to the Board of Directors to Adopt Staff Recommendation on Positions on Legislation** Petersen
 - a. **H.R. 4879 (Costa), Emergency Rural Water Response Act of 2025 (Support)**
 - b. **S.B. 707 (Durazo), Open Meetings: Meeting and Teleconference Requirements (Change Position to a Watch Position)**

Water Policy Director Scott Petersen reviewed the staff recommendations for positions on legislation. Petersen reviewed outcomes of previous legislation that was brought to the Committee. Petersen answered questions from Committee members throughout the presentation.

M/S - Motion by Member Vince Gin, seconded by Alternate Lon Martin, the Committee adopted the staff recommendations for positions on H.R. 4879 (Costa), and S.B. 707 (Durazo). Vote: Ayes - Michael, Bourdeau, Hansen, Lon Martin, White, Gin; Nays – 0; Abstentions – 0.
6. **Executive Director’s Report** Barajas
 - a. **Sites Reservoir Project** – Executive Director Federico Barajas reported that Reclamation is holding public negotiations on the Sites Reservoir today, tomorrow, and next week, and the Authority is monitoring them.
 - b. **North to South Water Transfers** – Executive Director Federico Barajas reported that Reclamation put out a public notice on the Federal Register related to the transfers program, and scoping for an EIS.
 - c. **South of Delta Drought Plan** - Executive Director Federico Barajas reported that Reclamation is determining who will be taking over for Derya Sumer as project coordinator for the South of Delta drought plan program.
7. **Update on Water Policy/Resources Activities** – Water Policy Director Scott Petersen provided an update regarding Fall X2 Off Ramp, State Water Resources Control Board Activity, San Joaquin River Restoration Program, the Water Blueprint for the San Joaquin Valley, and the San Joaquin Valley Collaborative Action Program. Petersen answered questions throughout the presentation. Petersen
8. **Update on Water Operations and Forecasts** – Chief Operating Officer Pablo Arroyave introduced consultant Ron Milligan, who provided information regarding CVP supply, reservoir storage, allocations, snowpack, and operations. Milligan and Arroyave answered Committee member questions throughout the presentation. Arroyave
9. **Committee Member Reports** – No reports.
10. **Closed Session** – Chair William Bourdeau adjourned the open session to address the items listed on the Closed Session Agenda at approximately 11:07 a.m. Upon return to open session at approximately 11:44 a.m., Chair William Bourdeau reported that no reportable actions were taken in closed session. Akroyd
11. **Reports Pursuant to Government Code Section 54954.2(a)(3)** – No reports.
12. **Adjournment** – The meeting was adjourned at approximately 11:45 a.m.



Official Memorandum

PO Box 2157
Los Banos, CA 93635
sldmwa.org

To: SLDMWA Water Resources Committee Members and Alternates

From: Scott Petersen, Water Policy Director

Date: October 6, 2025

RE: Update on Water Policy/Resources Activities

Background

This memorandum is provided to briefly summarize the current status of various agency processes regarding water policy activities, including but not limited to the (1) Implementation of Long-Term Operations of the Central Valley Project and State Water Project, including environmental compliance; (2) State Water Resources Control Board action; (3) Central Valley Regional Water Board Action, (4) San Joaquin River Restoration Program; (5) Delta conveyance; (6) Reclamation action; (7) Delta Stewardship Council action; (8) San Joaquin Valley Water Blueprint, and (9) San Joaquin Valley Water Collaborative Action Plan.

Policy Items

Implementation of Executive Order 14181

On January 2024, President Trump issued Executive Order 14181, detailing analysis of potential changes to the operations in the 2024 ROD for consideration by the Administration. There is currently work underway to develop an implementation plan for the Executive Order and future action on project operations.

Implementation of 2024 Record of Decision on Long-Term Operations of the Central Valley Project and State Water Project

On December 20, Reclamation executed the Record of Decision and both the Fish and Wildlife Service and NOAA Fisheries issued their Final Biological Opinions, beginning operations under the new operations regime.

On January 2024, President Trump issued Executive Order 14181, detailing analysis of potential changes to the operations in the 2024 ROD for consideration by the Administration. There is currently work underway to develop an implementation plan for the Executive Order and future action on project operations.

Note: There are also Endangered Species Act consultations on the Trinity River and Klamath River that may have overlap/interactions with the operations of the CVP/SWP.

Adaptive Management Program

As part of implementation of the 2024 Record of Decision, state and federal agencies initiated and completed a structured decision-making process to assess alternatives to implement the Summer-Fall Habitat Action, including an analysis of summer and fall X2, for elevation to the agency directors to make a decision regarding summer-fall operations.



After completion of the analysis, the Directors elected to off-ramp Fall X2 operations for this water year and instead extended the operations of the Suisun Marsh Salinity Control Gates by 30 days.

State Water Resources Control Board (State Water Board) Activity

Bay Delta Water Quality Control Plan Update

Background

The State Water Board is currently considering updates to its 2006 Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary ("Bay Delta Plan") in two phases (Plan amendments). The first Plan amendment is focused on San Joaquin River flows and southern Delta salinity ("Phase I" or "San Joaquin River Flows and Southern Delta Salinity Plan Amendment"). The second Plan amendment is focused on the Sacramento River and its tributaries, Delta eastside tributaries (including the Calaveras, Cosumnes, and Mokelumne rivers), Delta outflows, and interior Delta flows ("Phase II" or "Sacramento/Delta Plan Amendment").

During the December 12, 2018 Water Board Meeting, the Department of Water Resources ("DWR") and Department of Fish and Wildlife presented proposed "Voluntary Settlement Agreements" ("VSAs") on behalf of Reclamation, DWR, and the public water agencies they serve to resolve conflicts over proposed amendments to the Bay-Delta Plan update.¹ The State Water Board did not adopt the proposed VSAs in lieu of the proposed Phase 1 amendments, but as explained below, directed staff to consider the proposals as part of a future Delta-wide proposal.

Phase 1 Status – San Joaquin River and its Tributaries

The State Water Board adopted a resolution² to adopt amendments to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary and adopt the Final Substitute Environmental Document during its December 12, 2018 public meeting.

On July 18, 2022, the State Water Resources Control Board issued a Notice of Preparation (NOP)³ and California Environmental Quality Act (CEQA) Scoping Meeting for the Proposed Regulation to Implement Lower San Joaquin River Flows (LSJR) and Southern Delta Salinity Objectives in the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta (Bay-Delta Plan).

In response to the release of the NOP, the Water Authority and member agencies provided scoping comments⁴ and the State Water Board is working through a long-term process to address Phase 1 elements of the Water Quality Control Plan Update.

A long delay in Phase 1 action occurred as legal activity was undertaken.

¹ Available at <https://water.ca.gov/-/media/DWR-Website/Web-Pages/Blogs/Voluntary-Settlement-Agreement-Meeting-Materials-Dec-12-2018-DWR-CDFW-CNRA.pdf>.

² Available at https://www.waterboards.ca.gov/board_decisions/adopted_orders/resolutions/2018/rs2018_0059.pdf.

³ Available at https://www.waterboards.ca.gov/public_notices/notices/20220715-implementation-nop-and-scoping-dwr-baydelta.pdf

⁴ Request from Authority staff



Recently, on September 19, 2025, the State Water Resources Control Board (Board) has released a [Notice of Opportunity for Public Comment and Workshop on the Draft Scientific Basis Report Supplement for the Tuolumne River Voluntary Agreement](#) Proposal (Draft TVA Scientific Basis Report). A public workshop has been scheduled for November 5, 2025, where the Board will receive public oral comments. The public written comment submittal deadline is no later than 12:00 p.m. (noon) on Friday, November 7, 2025. Please see the [Notice](#) for additional information on how to submit written comments and participate in the public workshop.

Next Steps

- Final draft Staff Report for Tuolumne River VA
- Board workshop and consideration of Tuolumne River VA
- Final draft EIR and regulation implementing Lower SJR flows and South Delta Salinity
- Board consideration of regulation implementing Lower SJR flows and South Delta Salinity

Phase 2 Status – Sacramento River and its Tributaries and Bay-Delta

In the State Water Board's resolution adopting the Phase 1 amendments, the Water Board directed staff to assist the Natural Resources Agency in completing a Delta watershed-wide agreement, including potential flow and non-flow measures for the Tuolumne River, and associated analyses no later than March 1, 2019. Staff were directed to incorporate the Delta watershed-wide agreement as an alternative for a future, comprehensive Bay-Delta Plan update that addresses the reasonable protection of beneficial uses across the Delta watershed.

Revised Draft Sacramento/Delta Updates to the Water Quality Control Plan

Background

The July 2025 revised draft Bay Delta Plan (2025 revised draft) includes proposed changes to the draft Bay Delta Plan released in October 2024 (2024 draft) based on public input and comments received throughout the planning process, including comments on several options for possible changes to the plan identified in the 2024 draft. Specifically, the 2024 draft identified the possible inclusion of flow, cold water habitat and related provisions that were based on the proposed Plan amendments and alternatives identified in the 2023 draft Staff Report in support of updates to the Bay Delta Plan, as well as options for these provisions. The 2024 draft also identified the possible inclusion of Voluntary Agreements (VAs) to provide flows and non-flow habitat proposed by state and federal agencies and water users referred to as the Healthy Rivers and Landscapes proposal, as well as options associated with inclusions of VAs. The regulatory provisions would apply to all water right holders if the Board did not move forward with VAs, or in the event the Board moved forward with VAs would apply to water rights not participating in approved VAs. The 2025 revised draft proposes to move forward with the inclusion of VAs in the Bay Delta Plan for water rights included in approved VAs (VA pathway) and the regulatory provisions for water rights not included as part of approved VAs (regulatory pathway). The 2025 revised draft also includes proposals for addressing other options identified in the 2024 draft. The 2025 revised draft also proposes the designation of Tribal Tradition and Culture (CUL) beneficial use as part of the current Bay Delta Plan update.

The State Water Board is seeking public input on the 2025 revised draft updates to the Bay Delta Plan. Comments on this revised draft will inform development of a final draft of the Plan for Board consideration in the future.

Current Activity

On September 16, 2025, the State Water Resources Control Board (State Water Board or Board) rescinded the August 22, 2025 Second Revised Notice of Opportunity for Public Comment and Hearing on Revised Draft Sacramento/Delta Updates to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Watershed (Bay-Delta Plan or Plan). The Rescinded Notice is available on the [Board's website](#). Accordingly,



the hearing previously scheduled for September 24-25, 2025, and the associated public comment period are cancelled and will be rescheduled to a future date.

Updating the Sacramento/Delta components of the Bay-Delta Plan is one of the State Water Board's top priorities, and the Board is working expeditiously to complete this update. Board staff anticipate a limited recirculation of the draft Staff Report/Substitute Environmental Document in support of the Sacramento/Delta updates to the Bay-Delta Plan together with the updated draft Plan in December 2025. New dates for a public hearing and comment period will be announced upon release.

The August 22, 2025 supplemental model results remain available for public review, but the Board is not soliciting comments on the supplemental model results at this time.

If you have any questions regarding this matter, please contact SacDeltaComments@waterboards.ca.gov.

Additionally, the State Water Board has received term sheets for additional voluntary agreements from Nevada Irrigation District (NID) and South Sutter Water District (SSWD) specific to the Bear River, Yuba River, and Auburn Ravine that are available to the public.

Water Rights

Water Accounting, Tracking, and Reporting System (CalWATRS) Launch

The State Water Resources Control Board is launching the California Water Accounting, Tracking, and Reporting System (CalWATRS) on October 7, 2025. A link to the new system and additional information will be posted on the [CalWATRS webpage](#) on October 7th.

What You Need to Know

- **You Can Create an Account on October 7th** You'll be able to create a CalWATRS account as soon as it opens, but you won't be able to begin reporting until you receive a personal identification number (PIN) from the State Water Board.
- **PINs Will Be Mailed in Mid-October** The State Water Board will begin mailing PINs in mid-October. If you manage multiple water rights, you may receive multiple PINs.
- **eWRIMS Usernames and Passwords Don't Work for CalWATRS** CalWATRS accounts require a new username and password. Your eWRIMS usernames and passwords will not work in CalWATRS.
- **Large & Complex Water Rights** If you manage a large or complex portfolio of water rights, please email CalWATRS-help@waterboards.ca.gov before creating your CalWATRS account. We will work with you directly to ensure your account is set up correctly.
- **Public Outreach** The State Water Board is planning a series of public events to help users navigate CalWATRS. It all kicks off with an Informational Item at the Board's public meeting on October 7th. Upcoming events will be posted on the [CalWATRS webpage](#) as they are scheduled.

If you have questions or would like the CalWATRS team to attend an event in your area, please email CalWATRS-help@waterboards.ca.gov.

Water Measurement and Reporting Regulation

On September 26, 2025, the Office of Administrative Law (OAL) approved and filed with the Secretary of State chapter 2 and 2.7 revisions, which are now in effect. Please note that the State Water Resources Control Board will release a notice with additional proposed revisions to the chapter 2.8 (water measurement) regulation text for public comment in the coming weeks; these changes will provide additional clarity and consistency in the proposed



regulation text. Because of these additional revisions, the updated water measurement regulation in chapter 2.8 will become effective at a later date.

The virtual measurement workshop that was scheduled for October 15, 2025, will be postponed until an updated chapter 2.8 is approved.

Additional Resources

For more information regarding the rulemaking process for this regulation, visit the [Water Measurement and Reporting Regulation Rulemaking webpage](#). Subscribe to the Water Measurement list on the State Water Resources Control Board's [Email Lists webpage](#) for further updates about the water measurement regulations. For information regarding the existing regulation, and resources on how to measure, visit the general [Water Measurement webpage](#).

San Joaquin River Restoration Program

Restoration Flows

On September 25, the Restoration Administrator, an independent body stipulated by the Settlement, has revised the river flow schedule⁵ in response to Millerton Lake conditions. This schedule has now been approved by Reclamation.

To date, 106.6 TAF have been released to the San Joaquin River and 87.7 TAF has been removed from the Restoration Allocation as Unreleased Restoration Flows — sold or exchanged with Friant Contractors. Your schedule calls for the release of approximately 76.0 TAF additional water to the San Joaquin River, using the remainder of the Restoration Allocation.

Reclamation regularly monitors water temperatures in Millerton Lake. The data indicate that resuming Restoration Flows in late September would be beneficial to salmon. Restoration Flows will recommence in accordance with the approved schedule below. The public is encouraged to check Friant Dam releases before recreating near the San Joaquin River as conditions and flow schedules may change.

Additionally, the Program provided its 2024 Annual Report⁶ to the Court.

Delta Conveyance Project

Petition for Change of Point of Diversion and Rediversion for the Delta Conveyance Project

The State Water Resources Control Board Administrative Hearings Office is holding a Public Hearing on the pending Petitions for Change of Water Right Permits 16478, 16479, 16481, and 16482 (Applications 5630, 14443, 14445A, and 17512, respectively) of the **Department of Water Resources**.

The evidentiary portion of the Public Hearing **will continue on May 1** (starting at 1:00 p.m.), **2, 5, 14, 15, 21-23, 27 & 28 and June 10 & 11, 2025**, and additional dates as necessary.

⁵ See Attachments.

⁶ Request from Authority Staff



Policy statements will be **heard in person and by Zoom Webinar on May 19, 2025, starting at 9:00 a.m.**, at Joe Serna Jr. CalEPA Building, Byron Sher Hearing Room, 1001 I Street, Second Floor, Sacramento, California.

The portion of the hearing for presentation of Protestants' cases-in-chief will begin on **August 12 and will continue on August 13, 14, 18 & 25, and September 2, 5, 9, 10, 11, 15, 29 & 30, and October 1, 6, 9 & 10, 2025.**

U.S. Bureau of Reclamation

Reclamation Manual

Documents out for Comment

Draft Policy

- There are currently no draft Policies out for review.

Draft Directives and Standards

- There are currently no draft Directives and Standards out for review.

Draft Facilities Instructions, Standards, and Techniques (FIST)

- There are currently no draft Facilities Instructions, Standards, and Techniques out for review.

Draft Reclamation Safety and Health Standards (RSHS)

- There are currently no Safety and Health Standards out for review.

Draft Reclamation Design Standards

- There are currently no Design Standards out for review.

San Joaquin Valley Water Blueprint

The Water Blueprint for the San Joaquin Valley (Blueprint) is a non-profit group of stakeholders, working to better understand our shared goals for water solutions that support environmental stewardship with the needs of communities and industries throughout the San Joaquin Valley.

Blueprint's strategic priorities for 2022-2025: Advocacy, Groundwater Quality and Disadvantaged Communities, Land Use Changes & Environmental Planning, Outreach & Communications, SGMA Implementation, Water Supply Goals, Governance, Operations & Finance.

Mission Statement: *"Unifying the San Joaquin Valley's voice to advance an accessible, reliable solution for a balanced water future for all."*

Water Blueprint Board Meeting

The September meeting covered the latest on the unified water plan, which quantifies these challenges and catalogs potential solutions - establishing the baseline understanding that will guide federal and state funding decisions for our region. The monthly board meeting is open to the public, and interested parties can register through the website.

Top 3 Key Takeaways:

- **Unified Water Plan Making Significant Progress with Tight Timeline:** The Water Blueprint's unified water plan is moving forward rapidly with chapters 1 and 2 already distributed for review. The plan quantifies the San Joaquin Valley's massive water supply gap at 2.5-3 million acre-feet by 2040, incorporating SGMA



compliance needs, climate change impacts, and environmental flow requirements. Comments on the initial chapters are due by October 6th, with the full administrative draft expected by year-end.

- **Major Supply-Demand Gap Identified Requiring Immediate Action:** Technical analysis reveals the valley faces a future water shortage of 2.5-3 million acre-feet by 2040, driven by SGMA compliance requirements (1.4-2 million acre-feet), environmental restoration needs, climate change impacts, and groundwater replenishment requirements. This massive gap demonstrates the critical need for comprehensive water infrastructure investments and management changes.
- **Recharge Projects Dominate Solutions:** The latest research points out that nearly 50% of all GSP projects are groundwater recharge projects, including on-farm recharge, injection wells, in-lieu recharge, and constructed basins, with injection wells being the most cost-effective option.

Additional Takeaways:

- **GSA Project Lists Need Updating:** Analysis of Groundwater Sustainability Plans revealed that less than half of the 800+ identified projects have both cost and yield information, necessitating outreach to GSA points of contact for more accurate data.
- **Multiple Funding Sources Needed:** Projects will require diverse funding streams including flood control, environmental restoration, and water supply funding to address the multi-benefit nature of proposed solutions.
- **Water District Partnership Expanding:** Blueprint is deepening its relationship with water districts outside the Central Valley. These growing partnerships can create significant opportunities for Valley water interests to tackle water banking and supply management.
- **Speakers Bureau Approved:** The board approved the creation of a speakers bureau to provide unified messaging about blueprint activities to community meetings, boards of supervisors, and other venues across the valley.
- **Large Group Valley Meeting Planned:** A major stakeholder meeting is being organized with Bureau of Reclamation's Acting Regional Director Adam Nickels as the headline speaker to discuss partnership opportunities and funding.

Unified Water Plan for the San Joaquin Valley

The purpose of the Unified Valley Plan for the San Joaquin Valley is to identify and present possible solutions for long-term water needs in the San Joaquin Valley by bringing together existing water plans, strategies, and knowledge from across the San Joaquin Valley into one coordinated, valley-wide planning framework.

Bureau of Reclamation Report to Congress:

- Chapter 1. Introduction
- Chapter 2. Overview of the water resource needs and opportunities in the San Joaquin Valley.
- Chapter 3. Overview of flood risks and management in the San Joaquin Valley and opportunities for improving flood management.
- Chapter 4. Illustration of an environmental vision for the San Joaquin Valley and estimates of the water supplies needed to implement that vision.
- Chapter 5. Evaluation of a range of potential solutions.
- Chapter 6. Recommendations for a path forward and a roadmap for implementation. Includes policy recommendations.



Authority staff continues to recommend that Authority member agencies increase their engagement with the Blueprint Technical Committee to ensure accuracy and support of the work product being developed for the westside of the San Joaquin Valley.

Chapters 1 and 2 of the Plan are out for review and comment and are attached herein.

San Joaquin Valley Water Collaborative Action Program (SJVW CAP)

Background

The CAP Plenary Group adopted work groups to implement the CAP Term Sheet⁷, adopted on November 22, 2022. During Phase II, Work Groups are continuing to meet and discuss priorities and drafting various documents for their respective areas: Safe Drinking Water; Sustainable Water Supplies; Ecosystem Health; Land Use, Demand Reduction and Land Repurposing; Implementation.

The Bureau of Reclamation is currently funding the CAP. This funding supports its management and facilitation of the overall CAP process and the development of a prioritization tool. The tool is envisioned to be used by CAP participants, federal and state agencies, other stakeholders, and the public to evaluate policy recommendations, programmatic changes, and projects to achieve sustainable water management in the San Joaquin Valley.

The Steering Committee created a subgroup and will review several prioritization tools developed by other organizations and use those examples to craft a work plan and initial set of criteria for consideration.

On a parallel track, the subgroup recommends that each caucus develop up to three top-priority actions that will advance the outcomes of the Term Sheet.

⁷ Request from Authority staff



ATTACHMENTS

Restoration Administrator Flow Recommendation

To: Don Portz, Chad Moore, Regina Story
cc: Rain Emerson, Rufino Gonzalez, Gary Bobker, Steve Ottemoeller, Ian Buck-Macleod, TAC, FWC
Date: September 25, 2025
From: Tom Johnson, Restoration Administrator
Subject: Updated Recommendation for 2025 Restoration Flows

The following is a Restoration Flow Recommendation (Recommendation) by the Restoration Administrator (RA) for the 2025 Restoration Year Flows pursuant to the Restoration Flow Guidelines (RFG) Ver. 2.1, as amended, and Exhibit B of the Settlement.

Background

The SJRRP has issued a Final 2025 Restoration Allocation (Allocation) dated May 18, 2025, which designates 2025 as a **Normal-Dry** Water Year Type with an Unimpaired Inflow hybrid forecast of 1,346 thousand acre-feet (TAF) and provides an allocation of Restoration Flows of 269.355 TAF as measured at Gravelly Ford (GRF) based on the 50% exceedance forecast. The Allocation also specified certain contractual and operational constraints on Restoration Flow releases for 2025.

Since April, 448 Spring-Run Chinook salmon returned to the lower reaches of the Restoration Area and were captured in Program fyke nets. Of these captured salmon, 394 were successfully transferred to Reach 1 of the Restoration Area, by far the largest observed return under the SJRRP. As a result of this large return of salmon and the opportunity for observing reproductive success this fall, Restoration Flows were substantially reduced from early June through September to preserve cold water in Millerton Reservoir. At this time, water temperature modeling shows that there will be sufficient cold water to support the anticipated spawning and incubation periods in Reach 1 of the Restoration Area. Accordingly, Restoration Flows will resume forthwith.

Recommendation for the 2025 Restoration Year

At this time, I am recommending a flow schedule for the 2025 Restoration Year as shown in Table 1 and as described below. Restoration Flows will resume forthwith for the balance of the Restoration Year.

1. Increase flows at Friant Dam by 75 cfs per day on September 29, 30, and October 1st.
2. Adjust flows as required to achieve a target flow of 255 cfs (250 cfs of Restoration Flows plus 5 CFS of minimum flow) at GRF within 4 to 6 days, once flows have stabilized. Maintain the 255 cfs total flow target at GRF through November.
3. Increase flows to a target of 270 cfs of Restoration Flows/275 cfs total flows at GRF for December 1.
4. Increase flows to a target of 300 cfs of Restoration Flows/305 cfs total flows at GRF for December 16.
5. Reduce flows to 250 cfs of Restoration Flows/255 cfs total flows at GRF for December 29, and maintain 255 cfs total flow at GRF through February 28, 2026.

No Restoration Flow recapture other than de-minimus amounts are planned in the Restoration Area. All Restoration Flow releases are to flow through the entirety of the Restoration Area. If there are operational or other constraints that preclude Restoration Flows traveling the entire length of the Restoration Area, the Restoration Flow Recommendation will be adjusted to reduce Restoration Flow releases to the level of the controlling operational constraint.

I have consulted with the TAC and the FMWG on this Recommendation, and this Recommendation reflects the best use of the Allocation of Restoration Flows for the fisheries resources at this time.

Table 1. Summary of Restoration Flow Recommendations for September 29, 2025, through February 28, 2026.

Restoration Flow Period	Date Range	Objective	Friant Release (est., varies due to Holding Contracts)	Restoration Flows at Gravelly Ford	Total Flow at Gravelly Ford¹	Target Restoration Flow at Sack Dam (est.)
September Flow Increase	September 29 – October 1, 2025	Ramp up flows	Increase flows at Friant Dam 75 cfs/day for 3 days	As occurs	As occurs	As occurs
Enhanced Base Flow	Once stabilized at GRF, hold flows through November	Spring run spawning and egg incubation	As necessary, est. 440 cfs	250 cfs	255 cfs	As occurs
Enhanced Base Flow+ Fall Pulse	December 1 – 15, 2025	Spring run egg incubation.	As necessary, est. 450 cfs	270 cfs	275 cfs	175 cfs
Enhanced Base Flow+ Fall Pulse	December 16–28, 2025	Juvenile rearing	As necessary, est. 480 cfs	300 cfs	305 cfs	195 cfs
Base Flow	January 1– February 28, 2026	Juvenile rearing	As necessary, est. 400 – 410 cfs	250 cfs	255 cfs	157 cfs

¹ Total Flow includes the minimum Holding Contract flows of 5 cfs required at Gravelly Ford

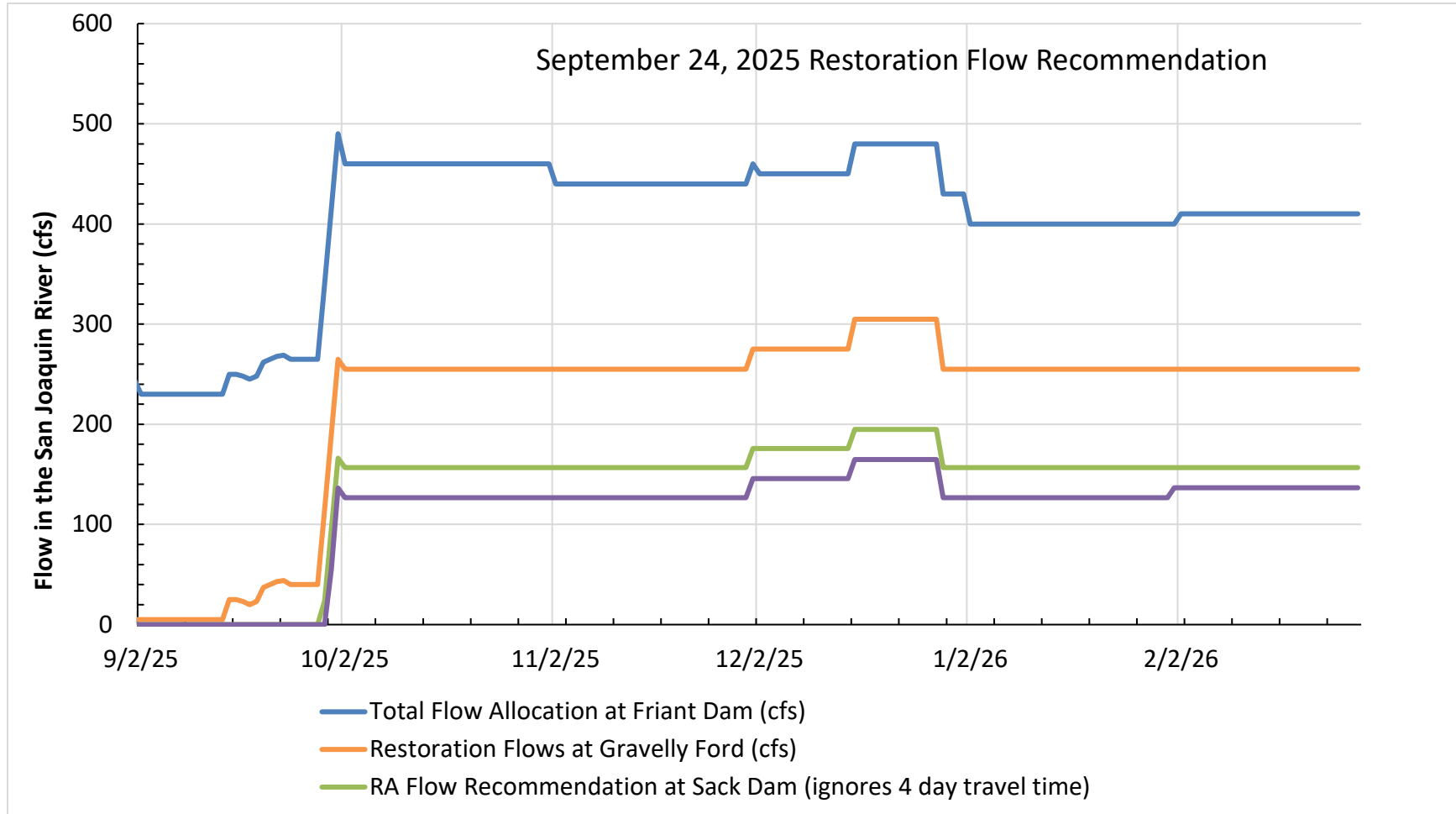
Additional Elements of this Recommendation

This Recommendation anticipates the release of the balance of Restoration Flows to the river. No additional URF's are anticipated this Restoration Year.

Depending on changing hydrologic and operations conditions, I will adjust or revise this Recommendation as necessary.

Additional Consultation

I will continue to coordinate with the TAC, Program Office, and Implementing Agencies to monitor hydrologic conditions, fish population conditions, uncontrolled season releases, operational conditions, and other factors, and will update the Restoration Flow Recommendation as conditions change.



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Abbreviations and Acronyms

AF	acre-feet
cfs	cubic feet per second
CVP	Central Valley Project
CVPIA	Central Valley Project Improvement Act
Delta	Sacramento and San Joaquin Rivers / San Francisco Bay-Delta
DMC	Delta-Mendota Canal
FKC	Friant-Kern Canal
FWA	Friant Water Authority
MAF	million acre-feet
MOU	Memorandum of Understanding
NRDC	Natural Resources Defense Council
Reclamation	U.S. Department of the Interior, Bureau of Reclamation
Restoration Flow	SJRRS Restoration Flow
SGMA	Sustainable Groundwater Management Act
SJRRP	San Joaquin River Restoration Program
SLC	San Luis Canal
State	State of California
SWP	State Water Project
SWRCB	State Water Resources Control Board
TAF	thousand acre-feet
USFWS	United State Fish and Wildlife Service
<update>	

Chapter 1 Introduction

Background

The San Joaquin Valley in California, one of the most productive agricultural regions in the world, is an important contributor to the state and national economies and a cornerstone of national food security. The eight-county region includes seven of the top 10 agricultural producing counties in the nation. Agricultural production in the San Joaquin Valley depends almost exclusively on irrigation, which requires reliable and sustainable water supplies. Over the past century, significant coordinated local, state, and federal investments have been made to develop a complex water supply and flood management system that enabled the development of expansive agriculture. Water supplies include groundwater, local surface water, imported surface water, that are captured and managed through an extensive network of water storage and conveyance facilities.

During the 20th century, the development of water supply facilities was coordinated with the construction of flood management infrastructure to provide the dual benefits of water reliability and flood protection for farms and cities. Today, it is evident that existing uses of water far exceed the sustainability of existing supplies for a variety of reasons. Over the past few decades, much of the developed water supply has become subject to a complex regulatory framework that constrains supply availability, triggering changes in agricultural practices and growing patterns. Hydrologic conditions that exceed the variability anticipated at the time of facility design have occurred and are projected to become more variable, further limiting the ability to develop reliable water supplies with existing facilities. Simultaneously, the importance of a healthy ecosystem has become more widely recognized and communities throughout the Valley are seeking opportunities to develop sustainable habitats. To address the inter-related needs of this vibrant region, bold and creative solutions, including significant new investments in water infrastructure, are needed to adapt and expand water systems in the San Joaquin Valley for today and future generations. This Unified Water Plan (Plan) evaluates water resources problems and needs and proposes a vision for prioritized investments.

Study Authorization and 2016 Report

Authorization to prepare this Plan is provided in Public Law (PL) 111-11, also known as the Omnibus Public Land Management Act of 2009, which included the San Joaquin River Restoration Settlement (Settlement) and related items. Part II of the Settlement, titled “Study to Develop Water Plan”, authorized the United States Department of the Interior, Bureau of Reclamation (Reclamation) to provide funding to the California Water Institute at California State University, Fresno (CWI) to “conduct a study regarding the coordination and integration of sub-regional integrated regional water management plans into a unified Integrated Regional Water Management Plan ... [addressing] issues related to (A) water quality; (B) water supply; (C) water conveyance; (D)

water reliability; (E) water conservation and efficient use; (F) flood control; (G) water resource-related environmental enhancement; and (H) population growth.” The legislation specified a study area for the San Joaquin River and the Tulare Lake hydrologic regions including the counties of Kern, Tulare, Kings, Fresno, Madera, Merced, Stanislaus, and San Joaquin. The objective of study is to “address and solve long-term water needs in a sustainable and equitable manner.” At the time of the legislation, the dominant mechanism for regional water planning in the San Joaquin Valley was based on the preparation of Integrated Regional Water Management (IRWM) plans.

In 2016 CWI prepared a preliminary draft Integrated Regional Water Management Plan for the San Joaquin Valley of California (2016 Report) in response to PL 111-11. The 2016 Report summarized the IRWM that has been prepared by regional groups covering the study area, and identified other water management actions that involve the San Joaquin Valley in the topics identified in PL 111-11. The 2016 preliminary draft Plan also made several recommendations to expand regional collaboration in support of water management throughout the San Joaquin Valley. Some key findings in the 2016 preliminary draft Plan highlight the needs for greater integrated water management, clear and achievable goals, consideration of environment water needs, and to identify what is possible. The 2016 preliminary draft Plan concluding that the region was beginning to collaborate water management planning and offered the following findings and recommendations:

- The greatest issue throughout the San Joaquin Valley is water supply reliability, from both surface water and groundwater sources, which varies depending on the location.
- Lack of information and integration of management plans for water sources impedes the development of comprehensive water budgets for the regions. Without water source management and water budgets, uncertainty will likely continue, and water sustainability will remain an elusive goal.
- The introduction of integrated regional water management planning fostered significant improvements in water management by aggregating partners in sub-regions and implementing activities that provide lasting improvements.
- Future efforts need increased technical, legal and institutional investigation efforts on water sources and the landscapes that provide the sources. The entire watershed areas, their terrestrial and aquatic ecosystems and other critical portions of the landscape represent a gap that must be included in future organizational schemes inasmuch as the lack of clear and achievable goals with measurable outcomes for natural water uses will likely continue to add to the uncertainty of water availability for direct uses.
- CWI recommends augmenting integrated regional water management planning needs with integrated basin watershed planning and management that includes advanced system oversight and professional management structures that can accomplish the work of holistically assessing and managing all of the natural landscapes, the water sources and all the uses with an institutional arrangement that includes the entire watershed system.

- The San Joaquin Valley could benefit from additional institutional mechanisms to fairly administer the findings and recommended management strategies of that assessment.
- The greatest challenge for the San Joaquin Valley is to determine what the Valley watershed systems can support after all the water sources, needs and uses are calculated and management strategies optimized.

The 2016 Report does not provide specifics on what the needs are for the San Joaquin Valley in the topic areas identified. Rather it suggests “almost all of the new (project) additions are in the early stages of their implementation and need to develop further to assess their management impacts. Therefore, developing a more comprehensive strategy for the entire San Joaquin Valley remains only a goal at this time.” Recognizing these earlier findings, this Unified Valley plan seeks to develop an integrated water plan for the Valley that identifies what is possible thereby reducing uncertainty and enabling resources to be focused on where they can provide the greatest benefit. This report endeavors to present a comprehensive water management strategy for the entire San Joaquin Valley.

Need for a Unified Water Plan

During the years since the enactment of PL 111-11 and preparation of the 2016 preliminary draft Plan, important developments occurred that significantly affect water management and planning in the San Joaquin Valley, necessitating an update to the 2016 preliminary draft Plan, including:

- A severe drought from 2012-2016 resulted in unprecedented water delivery reductions to water users throughout the San Joaquin Valley and elsewhere in California. The effects of this historic drought were not addressed in the 2016 preliminary draft Plan.
- The California Sustainable Groundwater Management Act (SGMA) was enacted in 2014. SGMA requires the formation of local Groundwater Sustainability Agencies (GSAs) that are responsible for developing and implementing Groundwater Sustainability Plans (GSPs) to achieve long-term groundwater sustainability. Achievement of sustainable groundwater management in the San Joaquin Valley will require significant reductions in groundwater use.
- Reclamation prepared the Sacramento and San Joaquin River Basins Study in 2016, which identified the potential consequences of forecasted climate change to water supply reliability in the Central Valley. The Basin Study recommended several strategies to improve the development and management of local water supplies to meet water demands, however it did not anticipate the long-term effects of SGMA compliance.
- Reclamation prepared the San Joaquin River Restoration Program Water Management Goal Investment Strategy, which identified local projects that would be beneficial in reducing or avoiding water supply impacts resulting from the release of Restoration Flows to the San Joaquin River.

- GSAs throughout the San Joaquin Valley submitted initial GSPs in 2020 that describe long-term groundwater sustainability objectives and identified potential projects and management actions that may be implemented to achieve those objectives. Most GSAs reviewed projects specified in the IRWM plans and made modifications and supplements in developing the GSPs. While SGMA now elevated water planning to the subbasin level, coordination, and integration between subbasins in the San Joaquin Valley is still lacking.
- Some IRWM plans were updated since 2016, however most updates pre-date the submission of initial GSPs.
- The California Department of Water Resources (DWR), in partnership with State Water Project contractors, is evaluating the Delta Conveyance Project, which would alter the timing and volume of water exported from the Delta to the San Joaquin Valley and Southern California.
- DWR prepared the Central Valley Flood Protection Plan update in 2022.
- The California Water Commission authorized funding for the public benefits to be provided by proposed water storage projects that may affect water supply availability in the San Joaquin Valley, including the Sites Project (Sites Reservoir), the Kern Fan Groundwater Storage Project, and the Willow Springs Water Bank Conjunctive Use Project (CWC 2025).
- The Water Blueprint for the San Joaquin Valley (the Blueprint) was formed to identify water resource policies and projects that maximize accessible, affordable, and reliable supplies for sustainable and productive farms and ranches, healthy communities, and thriving ecosystems in the Valley. The Blueprint comprises community leaders, businesses, water agencies, local governments, and agricultural representatives working together to advance a common vision of water solutions for the region. The Blueprint encompasses the eight counties listed in the authorizing legislation and serves as a united voice to champion water resource policies and projects that can maximize accessible, affordable, and reliable supplies for sustainable and productive farms and ranches, healthy communities, and thriving ecosystems in the San Joaquin Valley.
- The Blueprint prepared preliminary technical studies on potential new infrastructure including new fish-friendly diversions in the Delta and conveyance facilities for the distribution of additional Delta water supplies.
- Numerous other studies on water supply availability, economic conditions, and potential land retirement implications of SGMA compliance were prepared by the Public Policy Institute of California (PPIC) and other entities, including Federal, State, and local agencies.

Objectives of the Unified Water Plan

The purpose of this Plan is to build on the 2016 preliminary draft Plan to meet the requirements of the PL 111-11 authorization and recognize the important recent developments listed above. The goal of the Plan is to identify current and future water resources problems, needs and opportunities in the San Joaquin Valley, and present possible solutions and a potential path towards implementation of various solutions. This Plan is being developed to help communities, farmers, and public agencies collaborate to solve shared water challenges - including groundwater overdraft, water quality degradation, flood risk, and environmental stress - while preparing for changing conditions. Specific objectives of the Plan are to:

- Identify the current and projected water related problems, needs and opportunities in the San Joaquin Valley related to the topics specified in PL 111-11.
- Identify and evaluate possible solutions to address the identified problems, needs and opportunities.
- Identify a road map for implementation.

The Study Area for this Plan is defined as the San Joaquin River Hydrologic Region and Tulare Lake Hydrologic Region, with a focus on the 8 counties identified in PL 111-11: Kern, Tulare, Kings, Fresno, Madera, Merced, Stanislaus, and San Joaquin (Figure 1-1). For the purposes of this report, the Study Area is further delineated into subbasins consistent with the groundwater basins defined in California's Groundwater (Bulletin 118). These subbasins represent areas that must be sustainable (i.e., in groundwater balance) for compliance with SGMA. This organizational approach aligns this Plan with content of the GSPs.

Organization of the Unified Water Plan

This Plan includes the following chapters:

Chapter 1 – Introduction

Chapter 2 – Water Supply Problems, Needs, and Opportunities

Chapter 3 – Flood Management Problems, Needs, and Opportunities

Chapter 4 – Environmental Problems, Needs, and Opportunities

Chapter 5 – Potential Projects

Chapter 6 – Project Portfolios and Implementation

Chapter 7 – References



Figure 1-1: Study area of the Unified Water Plan.

Chapter 2 Water Supply Problems, Needs, and Opportunities

Setting and Historical Context

The San Joaquin Valley in California is bound by the Sacramento-San Joaquin River Delta (Delta) on the north, the Tehachapi Mountains on the south, the Coastal Range on the west, and the Sierra Nevada Mountains on the east (Figure 2-1). Prior to European settlement, the San Joaquin Valley was comprised primarily of grasslands and aquatic features like wetlands, riparian corridors, floodplains, ponds, and lakes, which were fed by rivers and streams originating in the Sierra Nevada Mountains and the Coastal Range. The region included diverse environmental features dominated by rivers and floodplains that supported salmon spawning and rearing, extensive bird habitat along the Pacific Flyway, and upland habitat. A key feature was Tulare Lake, which was the largest natural lake west of the Mississippi River. Early inhabitants included Native Americans and Spanish settlers. European settlement accelerated in the mid-19th century primarily driven by westward migration following the California Gold Rush.

Large-scale agricultural development in the San Joaquin Valley began in the late 19th century with European settlement and relied principally on groundwater. At the time of early development, groundwater flowed through artesian wells in some areas. As development progressed, groundwater levels began to decline and extraction was accelerated by the use of deep well turbines. Groundwater use was supplemented by surface water diverted from local streams and rivers under both riparian and appropriative water rights. Land was leveled and cultivated as agricultural development expanded. Local irrigation districts were formed to manage water resources and finance water supply projects. Despite local investments to develop projects for the conjunctive managing of surface and groundwater resources, groundwater remained the primary water supply source in the San Joaquin Valley through the early 20th century.

The cumulative effects of groundwater extraction in the San Joaquin Valley became apparent by the early 20th century and included declining groundwater levels and regional land subsidence. Subsidence occurs when the water suspending fine-grained sediments is extracted faster than it is replenished and the sediments compact, resulting in lowering of the land surface. In response, beginning in the early 20th century, significant local, state, and federal investments were made to develop infrastructure projects that capture, store, and convey in-valley surface water supplies, provide flood protection, and provide access to imported water supplies. Investments continued through the mid- to late-20th century and resulted in the construction of major water supply and flood control projects including the Central Valley Project (CVP) operated by the United States Bureau of Reclamation (Reclamation), the California State Water Project (SWP) operated by the California Department of Water Resources (DWR), and numerous flood control reservoirs operated by the Army Corps of Engineers (Army Corps) (Figure 2-1).

The Friant Division was constructed in the 1940s and 50s as initial features of the CVP to increase surface water deliveries on the eastside of the San Joaquin Valley, and includes Friant Dam, the Madera Canal, and the Friant-Kern Canal (FKC). Friant Dam created Millerton Lake, which has a storage capacity of 0.5 million acre-feet (AF), on the San Joaquin River. Water is conveyed north from Millerton Lake to Chowchilla via the Madera Canal, and south from Millerton Lake to Bakersfield via the FKC. The FKC has a design capacity at its headworks of 5,300 cubic feet per second (cfs) and reduces to 2,500 cfs at its terminus to accommodate conveyance for downstream water. Other initial features of the CVP included Shasta Dam and Reservoir on the Sacramento River, the Delta Cross-Channel, the Jones Pumping Plant, the Delta-Mendota Canal (DMC) and the Contra Costa Canal. The DMC is used to delivery water supplies exported through the Delta to senior water right holders along the San Joaquin River downstream from Friant Dam.

New Melones Dam, constructed on the Stanislaus River on the eastside of the San Joaquin Valley in 1980, created New Melones Lake with a storage capacity of 2.4 MAF. New Melones Lake is the principal feature of the New Melones Unit, which provides flood control and water supply benefits on the Stanislaus River and is operated for water quality objectives in the San Joaquin River as it enters the Delta.

On the westside of the San Joaquin Valley, CVP and SWP facilities were constructed to increase the delivery of Sacramento Valley surface water supplies exported through the Delta. The DMC, San Luis Reservoir, and the San Luis Canal are features of the CVP on the westside of the San Joaquin Valley. The DMC was constructed in the 1940s and 50s to convey water from the Delta to Mendota Pool on the San Joaquin River. San Luis Reservoir (SLR) and the San Luis Canal (SLC) were constructed in the 1960s as joint use facilities of the SWP and CVP. SLR has a storage capacity of 2.0 MAF and stores water delivered from the Delta via the DMC and the California Aqueduct. San Luis Reservoir. The SLC delivers water directly to CVP contractors in the San Joaquin Valley and conveys SWP water supplies to the California Aqueduct for delivery to SWP contractors in the San Joaquin Valley, along the Central Coast, and in Southern California.

During approximately the same time as Reclamation developed the CVP and the State developed the SWP, significant federal investments were made to construct flood control reservoirs on the eastside of the San Joaquin Valley. Several reservoirs constructed by the Army Corps provide water supplies to local water agencies. Pine Flat Reservoir (1.0 MAF) was constructed on the Kings River, Lake Kaweah (0.18 MAF) was constructed on the Kaweah River, Lake Success (0.08 MAF) was constructed on the Tule River, and Isabella Lake (0.57 MAF) was constructed on the Kern River. The Kings, Kaweah, and Tule Rivers all flow into Tulare Lake, which has been drained, cultivated, and only fills in the wettest of years. The Fresno Slough and James Bypass were developed to convey flood water from the Kings River to the San Joaquin River. The Kern River drains into the southern San Joaquin Valley towards Buena Vista Lake and Kern Lake, which have also been drained and cultivated.

The establishment of local irrigation districts began in the late 19th century and expanded in scope and extent over time. These districts developed locally owned storage and conveyance projects to provide surface water supplies that in many cases supplement groundwater resources. As a result of the complex overlay of water supply development projects, many areas of the San Joaquin Valley

have access to multiple sources of water supply including local, CVP, and/or SWP water supplies, while other areas are fully reliant on groundwater. Some locally-owned projects are also used to convey regional water supplies. For example, the Cross Valley Canal was constructed by the Kern County Water Agency to provide conveyance between the California Aqueduct and the city of Bakersfield in Kern County. It flows bidirectionally and includes an intertie with the Friant-Kern Canal. In addition, Patterson Irrigation District and Banta Carbona Irrigation District have locally owned water distribution systems that are be used to convey water supplies from the San Joaquin River to the DMC.

By the mid- to late-20th century, the major local, state, and federal water supply facilities used to deliver local and imported water supplies to the San Joaquin Valley were largely in-place and helped establish the San Joaquin Valley as one of the strongest agricultural regions in the world. This coincided with the dawn of emerging social values that recognized the environmental value of water resources and enacted laws and regulations to allocate water supplies in consideration of environmental needs. The application of environmental protections to existing water supply projects reduced the availability of water supplies for agricultural, municipal and industrial uses in the San Joaquin Valley. A summary of key environmental protection actions that have affected water supply reliability to the San Joaquin Valley include:

- 1978 – the California State Water Board issued Decision D-1485, the first Bay-Delta Water Quality Control Plan, to regulate and protect water quality in the Delta.
- 1989 – the Sacramento River winter-run chinook salmon was listed as endangered under the federal Endangered Species Act (ESA) of 1973.
- 1992 – The Central Valley Project Improvement Act (CVPIA) was enacted to protect fish and wildlife species in the Central Valley. The CVPIA allocates 800,000 acre-feet of CVP water supply annually for anadromous fish restoration, requires delivery of water supplies to wildlife refuges in the Central Valley, and specifies flows to be met on the Trinity River that reduce supplies available for transfer to the Central Valley.
- 1993 – the Delta Smelt was listed as endangered under the federal ESA, and its critical habitat was designated in 1994.
- 1994 – The Bay-Delta Accord was signed the California State Water Board issued Decision D-1641, an updated Bay-Delta Water Quality Control Plan, which established water quality standards and operational constraints in the Delta (State Water Board 2020).
- 2006 – The San Joaquin River Restoration Settlement, an agreement between U.S. Departments of the Interior and Commerce, the Natural Resources Defense Council (NRDC), and the Friant Water Users Authority (FWUA), was approved by the court. The Settlement, which followed an 18-year lawsuit, is based on two goals: (1) restore and maintain fish populations in the San Joaquin River below Friant Dam, and (2) reduce or avoid adverse water supply impacts to Friant Division contractors.

- 2009 – Congress authorized the San Joaquin River Restoration Program (SJRRP) to implement the provisions of the SJRRS. Since 2009, the SJRRP, has implemented habitat restoration and fish reintroduction activities in the San Joaquin River, but channel capacity constraints have limited the implementation of Restoration Flows (which are sourced from water that would otherwise be delivered to Friant Division contractors).
- 2009 – The update to the Bay-Delta Water Quality Control Plan initiated the Healthy Rivers and Landscapes Program (also referred to as “Voluntary Agreements”), a collaborative effort between water users and state agencies to enhance ecological conditions and water supply reliability in California’s major river systems. Key goals relevant to the San Joaquin Valley include increasing environmental flows in the Delta watershed by over 800,000 acre-feet in wet years and restoring 45,000 acres of aquatic habitat. A 2022 memorandum of understanding (MOU) formalized commitments from several agencies, including Reclamation and the Friant Water Authority (which operates and maintains the FKC and Madera Canal), though some San Joaquin River tributary water rights holders, such as those on the Merced and Tuolumne Rivers, did not sign (HRLP 2022). As a result, contributions from these tributaries remain uncertain, and the update to the Bay-Delta Plan Water Quality Control Plan is under litigation.

The regulation of local streams, rivers and the Delta through actions described above resulted in progressive reductions in water supply reliability to agricultural water users in the San Joaquin Valley. As water supplies became more scarce, the value of water increased, particularly during dry periods. This trend coincided with advancements in irrigation technology and the growth of global markets, which incentivized agricultural investments to plant a greater percentage of permanent crops, such as trees and vines, that further hardened water demand and increased reliance on groundwater supplies. Continued unsustainable groundwater extraction in the late 20th and early 21st centuries resulted in additional adverse effects like increases in regional land subsidence, dewatering of domestic and small community wells, and degraded groundwater quality, which significantly impact disadvantaged communities in the San Joaquin Valley. In recognition of the adverse effects of groundwater overdraft throughout California and particularly in the San Joaquin Valley, the State of California enacted the Sustainable Groundwater Management Act (SGMA) in 2014. SGMA requires that critically over-drafted groundwater subbasins (including most subbasins in the San Joaquin Valley) achieve sustainable groundwater management by 2040.

Today, despite the regulatory constraints identified above, the San Joaquin Valley boasts a vibrant economy based largely on agriculture. Seven of the top 10 highest producing agricultural counties in the United States are in the San Joaquin Valley (which represent 7 of the 8 counties of this Plan). Many of the farms grow high value permanent crops like citrus, grapes, tree nuts, and stone fruits. Residents live in urban areas, such as Bakersfield, Fresno, Stockton, and many smaller towns and communities.

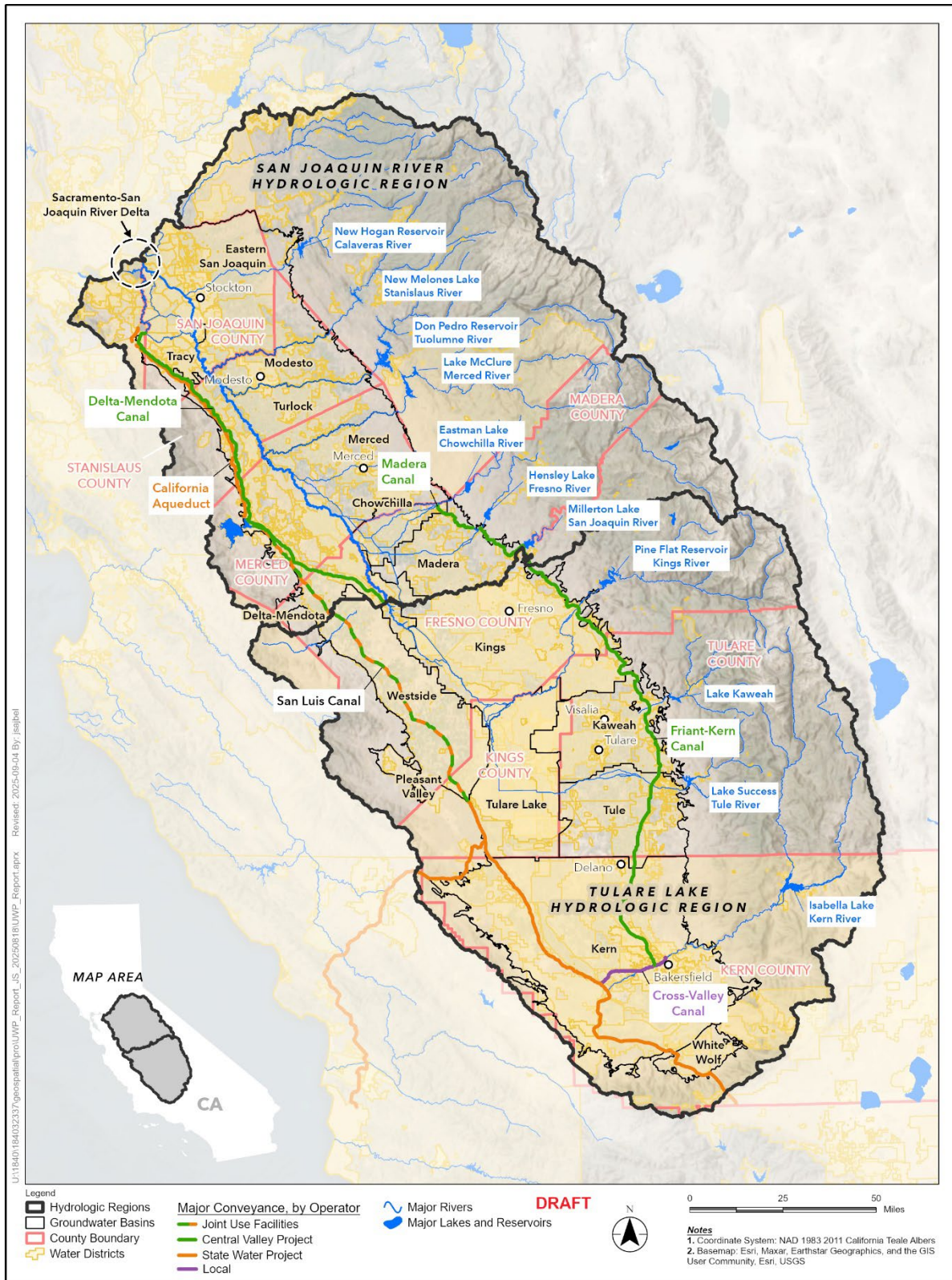


Figure 2-1: San Joaquin Valley Map Showing Hydrologic Regions, Counties, Groundwater Subbasins, Communities and Major Water Supply Infrastructure.

Existing and Projected Future Conditions

This section describes the existing and projected future conditions for each of the three major water supply sources in the San Joaquin Valley: (1) in-valley surface water supplies from rivers and streams; (2) local groundwater supplies; and (3) imported water supplies from the Delta. It then describes existing demands and how those are forecasted to change in the future. This information is then used to quantify the projected future water supply-demand gap (i.e., shortage of supplies to meet existing demands) in the San Joaquin Valley. Later chapters present opportunities to address flood management and environment water resources issues, while implementing water supply projects to address the water supply-demand gap.

In-Valley Surface Water Supplies

In-valley surface water supplies are sourced primarily from rivers and streams that originate in the Sierra Nevada Mountains. The major rivers (from north to south) in the San Joaquin Hydrologic Region are the: Mokelumne, Calaveras, Tuolumne, Merced, Chowchilla, Fresno and San Joaquin, and the major rivers (from north to south) in the Tulare Lake Hydrologic Region are the: Kings, Kaweah, Tule and Kern (Figure 2-1). The average annual full natural flow for each major river, as well as the 90 and 10 percent exceedance, and the downstream-most storage facility are shown in Table 2-1. It is important to note that smaller streams originating in the Sierra Nevada Mountains and Coastal Range supplement water supplies from these major rivers. In addition, storage facilities upstream from locations listed in Table 2-1 provide storage capacity that is used to regulate flows into reservoirs listed in Table 2-1. Water on the major rivers originating in the Sierra Nevada Mountains is of generally high quality with the exception of elevated levels of suspended sediments during high flow events.

Management of the San Joaquin Valley's rivers and streams is accomplished through a cooperative system involving some or all the following entities: Reclamation, Army Corps, State Water Resources Control Board (State Water Board), local agencies, and other entities. Most of the major rivers on the eastside of the San Joaquin Valley listed in Table 2-1 are managed jointly for flood control, water supply, and other benefits (e.g., recreation and power generation). Local water agencies and irrigation districts hold water rights and contracts, and flows are managed jointly by locals and Reclamation or the Army Corps. The San Joaquin River is unique because of Reclamation's ownership of the Friant Division of the CVP, which provides in-valley surface water supplies to multiple basins. The Friant Division supplies approximately 2.2 million acre-feet (MAF) of contracted water from the San Joaquin River via Millerton Lake to water districts and municipalities from Madera County to Kern County (FWA 2013, Table 2-2). Reclamation owns Friant Dam, Madera Canal, and FKC, but the Friant Water Authority (FWA) operates and maintains the FKC. FWA is made up of local water agencies and districts with CVP contracts, which are responsible (in part) to pay operations and maintenance costs. Changes to existing management and operations of in-valley surface water supplies in the future will be driven by three primary sources: implementation of the SJRRP, the Healthy Rivers and Landscapes Program, and long-term hydrologic variability.

Table 2-1: Major Rivers of the San Joaquin Valley and the Downstream-Most Reservoir, With Subbasins Served.

River	Full Natural Flow (TAF)			Reservoir	Storage Capacity (TAF)	Subbasins Served
	Average Annual	90% Exceed.	10% Exceed.			
Mokelumne	736	271	1417	Camanche	417	East San Joaquin
Calaveras	167	33	387	New Hogan	317	East San Joaquin
Stanislaus	1,178	408	2,250	New Melones	2,400	Modesto East San Joaquin
Tuolumne	1,910	820	3,620	New Don Pedro	2,030	Turlock Modesto
Merced	974	325	1,971	McLure	1,025	Merced
Chowchilla	75	6	197	Eastman	150	Chowchilla
Fresno	83	16	212	Hensley	90	Madera
San Joaquin	1,804	743	3,403	Millerton	520	Chowchilla Madera Kings Kaweah Tule Kern
Kings	1,699	681	3,293	Pine Flat	1,000	Kings Tulare Lake
Kaweah	447	149	931	Kaweah	186	Kaweah
Tule	146	33	364	Success	82	Tule
Kern	727	220	1,550	Isabella	568	Kern
Total	9,945	3,704	19,595	Total	8,785	

Notes:

Full natural flow statistics calculated from data available via the California Nevada River Forecast Center (NOAA 2025).

Table 2-2: Friant Division Contractors, Contract Amounts, Subbasins, and Delivery Points.

Water District	Class 1	Class 2	Total Contract	Subbasin	Delivery Point
	(TAF)	(TAF)	(TAF)		
Chowchilla WD	55.00	160.00	215.00	Chowchilla	Madera Canal
Madera ID	85.00	186.00	271.00	Madera	Madera Canal
Gravelly Ford WD	0.00	14.00	14.00	Madera	San Joaquin River
Madera County - M&I	0.20	0.00	0.20	Madera	Millerton Reservoir
Fresno CWWD #18 - M&I	0.15	0.00	0.15	Kings	Millerton Reservoir
Garfield WD	3.50	0.00	3.5	Kings	Friant-Kern Canal
City of Fresno - M&I	60.00	0.00	60.00	Kings	Friant-Kern Canal
International WD	1.20	0.00	1.2	Kings	Friant-Kern Canal
Fresno ID	0.00	75.00	75.00	Kings	Friant-Kern Canal
Tri Valley WD	0.40	0.00	0.40	Kings	Friant-Kern Canal
Orange Cove ID	39.20	0.00	39.20	Kings	Friant-Kern Canal
Hills Valley ID	1.25	0.00	1.25	Kings	Friant-Kern Canal
City of Orange Cove - M&I	1.40	0.00	1.40	Kings	Friant-Kern Canal
Stone Corral ID	10.00	0.00	10.00	Kaweah	Friant-Kern Canal
Ivanhoe ID	6.50	0.50	7.00	Kaweah	Friant-Kern Canal
Tulare ID	30.00	141.00	171.00	Kaweah	Friant-Kern Canal
Kaweah Delta WCD	1.20	7.40	8.60	Kaweah	Friant-Kern Canal
Exeter ID	11.10	19.00	30.10	Kaweah	Friant-Kern Canal
Lewis Creek WD	1.20	-	1.20	Kaweah	Friant-Kern Canal
Lindsay Strathmore ID	27.50	-	27.50	Kaweah	Friant-Kern Canal
City of Lindsay - M&I	2.50		2.50	Kaweah	Friant-Kern Canal
Lindmore ID	33.00	22.00	55.00	Kaweah	Friant-Kern Canal
Porterville ID	15.00	30.00	45.00	Tule	Friant-Kern Canal
Lower Tule River ID	61.20	238.00	299.20	Tule	Friant-Kern Canal
Pixley ID	0.00	0.00	0.00	Tule	Friant-Kern Canal
Saucelito ID	21.50	32.80	54.30	Tule	Friant-Kern Canal
Tea Pot Dome WD	7.20	-	7.20	Tule	Friant-Kern Canal
Terra Bella ID	29.00	-	29.00	Tule	Friant-Kern Canal
Delano-Earlimart ID	108.80	74.50	183.30	Tule	Friant-Kern Canal
Kern - Tulare ID	0.00	5.00	5.00	Tule	Friant-Kern Canal
Southern San Joaquin MUD	97.00	45.00	142.00	Kern	Friant-Kern Canal
Shafter-Wasco ID	50.00	39.60	89.60	Kern	Friant-Kern Canal
Arvin-Edison WSD	40.00	311.68	351.68	Kern	Friant-Kern Canal
Total	800.00	1,401.48	2,201.48		
Total served by FKC	659.65	1,041.48	1,701.13		

Key:

CWWDD- County Water Works District, FKC – Friant, Kern Canal, ID- Irrigation District, TAF- thousand acre feet, WSD- Water Storage District, WCD – Water Conservation District, WD – Water District, M&I – Municipal & Industrial

San Joaquin River Restoration Program

The SJRRP was codified in 2009 and is a collaborative effort that seeks to restore flows and fish populations to the San Joaquin River. However, channel capacity constraints in the San Joaquin River have limited the implementation of Restoration Flows, which are sourced from water that would otherwise be delivered to local agencies and irrigation districts within the Friant Division that hold CVP contracts (herein referred to as Friant Division Contractors). Restoration Flow requirements are defined in a flow hydrograph in Exhibit B of the Settlement and average 320,000 acre-feet per year but vary by water year type (NRDC et al. 2006). The current SJRRP flow hydrograph, referred to as the funding constrained hydrograph, differs from the hydrograph in Exhibit B because it reduces peak flows and spreads flows over longer periods to meet existing channel capacity constraints. Increased releases of Restoration Flows consistent with Exhibit B will occur as channel capacity improvements are implemented by the SJRRP.

Even though full implementation of the SJRRP has not been realized, Restoration Flow releases have impacted water supplies available to the Friant Division. As these impacts have occurred, per the SJRRP objectives, Reclamation has actively helped reduce water delivery impacts by facilitating and/or participating in the following activities: recapture, recirculation, exchange, transfer, and reuse of Restoration Flows; delivery of wet year water supplies based on quantified impacts of reduced deliveries as recorded in the Recovered Water Account; construction of groundwater recharge facilities; and other activities. Additional projects will be needed to advance and expand these activities in the future to minimize water delivery impacts, especially with full implementation of the SJRRP. The average annual decrease in available water supplies to Friant Division contractors is estimated to be 254 TAF per year at full implementation of the SJRRP including a 39 TAF per year reduction to Class 1 supplies and a 215 TAF per year reduction to Class 2 supplies (Reclamation 2011). The impacts to future water supplies were allocated to each subbasin using the percentage of Class 1 and Class 2 contract amounts in each subbasin (Table 2-3).

Table 2-3: Estimated Water Supply Impacts of the San Joaquin River Restoration Program By Subbasin.

Subbasin	Class 1 (TAF)	Class 2 (TAF)	Class 1 (% of Total Class 1)	Class 2 (% of Total Class 2)	Full Implementation of SJRRP* (TAF/yr)
Chowchilla	55.00	160.00	6.88%	11.42%	27
Madera	85.20	200.00	10.65%	14.27%	35
Kings	107.10	75.00	13.39%	5.35%	17
Kaweah	123.00	189.90	15.38%	13.55%	35
Tule	242.70	380.30	30.34%	27.14%	70
Kern	187.00	396.28	23.38%	28.28%	70
Total	800.00	1401.48	100%	100%	254

Notes:

* Assumes long-term average annual contribution of 39 TAF per year from Class 1 supplies and 215 TAF per year from Class 2 and 215 supplies. Rounded to the nearest 1 TAF per year

Key:

TAF- thousand acre-feet, TAF/yr- thousand acre-feet per year, SJRRP- San Joaquin River Restoration Program

Healthy Rivers and Landscapes Program

The Healthy Rivers and Landscapes Program is currently being negotiated. However, the MOU signed in 2022 outlines the terms and obligations including flow contributions from the San Joaquin River Basin, Friant Division, and other sources (HRLP 2022; Table 2-4). As mentioned previously, the MOU includes placeholders for contributions for the San Joaquin tributaries because water rights holders on those rivers did not sign the MOU. Here, the projected water supply impacts of the Healthy Rivers and Landscapes program are estimated for each subbasin using several assumptions (Table 2-5). Friant's obligation of 50 thousand acre-feet (TAF) per year in dry, below normal and above normal water year types was allocated to contractors using the same allocation as for the SJRRP and then aggregated to the subbasin level. The contribution of the SWP and CVP to Healthy Rivers and Landscapes is an export reduction of 125 TAF in dry and below normal years and a reduction of 175 TAF in above normal years. For modeling purposes, these reductions have been allocated equally among the SWP and CVP. The San Joaquin River Basin obligation to Healthy Rivers and Landscapes was allocated to the Stanislaus River but with reservoir reoperation on the Tuolumne and Stanislaus Rivers to regulate water historically leaving the subbasin to achieve a desired release schedule. The estimated water supply impacts for entities in the San Joaquin Valley average 68 TAF acre-feet/year.

Table 2-4: Contributions by Participant to the Healthy Rivers and Landscapes Program.

Water Source	Water Year Type & Frequency					Weighted Average	Obligation
	C	D	BN	AN	W		
	15%	22%	17%	14%	32%		
	[TAF]	[TAF]	[TAF]	[TAF]	[TAF]	[TAF]	
CVP/SWP Export Reduction	0	125	125	175	0	73.25	50/50 SWP/CVP
Friant	0	50	50	50	0	26.50	Friant Contractors

Source: <https://resources.ca.gov/-/media/CNRA-Website/Files/NewsRoom/Voluntary-Agreement-Package-March-29-2022.pdf>

Table 2-5: Estimated Contributions by Subbasin to the Healthy Rivers and Landscapes Program.

Subbasin	Contributions [TAF]				
	SJR Tributaries	Friant	SWP	CVP	Total
Eastern San Joaquin	0	0	0	0	0
Tracy		0	0	1	1
Delta-Mendota		0	0.05	8.09	8
Modesto	0	0	0	0	0
Turlock	0	0	0	0	0
Merced	0	0	0	0	0
Chowchilla		2.82	0	0	3

Madera		3.61	0	0	4
Westside		0	0	18.53	19
Pleasant Valley		0	0	0	0
Tulare Lake		0	1.36	0	1
Kings		1.73	0	0.85	3
Kaweah		3.76	0	0.08	4
Tule		7.27	0	0.99	8
Kern		7.32	8.88	0.85	17
White Wolf		0	0	0	0
Total		26.51	10.29	30.39	68

Notes:

SWP is 50% of the 73.25 and then allocated to contractors by Table A contract amounts, of which approximately 25% are in the San Joaquin Valley

CVP is 50% of the 73.25 and then allocated to contractors by South of Delta amounts, of which approximately 83% are in the San Joaquin Valley

*Total rounded to nearest 1 TAF.

Hydrologic Variability

Forecasted warmer temperatures and associated changing precipitation patterns will affect water demands and in-valley surface water supplies. Forecasted warmer temperatures will directly increase evapotranspiration and, consequently, irrigation demand. In addition, forecasted warmer temperatures will cause winter precipitation to fall as rain (as opposed to snow). In addition to this directly increasing the likelihood of flooding (DWR 2024), it could conflict with the designed operation of many flood control facilities. This includes the reservoirs in the San Joaquin Valley designed to provide flood control during the winter months and to manage snowmelt during the late spring and summer months to meet irrigation and other demands. It is possible that increased winter precipitation falling as rain will result in increased flood releases necessary to maintain storage capacity for flood protection. This, and a decrease in snowmelt, could result in a net decrease of regulated water necessary to meet demands in the San Joaquin Valley.

Imported Surface Water Supplies

The Delta is the keystone of California's water system because it is where major rivers in the Central Valley converge and because it is the largest source of imported surface water supplies for many areas south of the Delta. Water from the Delta, the majority of which is sourced from the Sacramento River in the northern portion of the state, is diverted into the CVP and SWP for conveyance to areas south of the Delta. The Delta is the focus of a complex local, state, and federal regulatory framework that manages deliveries to the Delta, exports from the Delta, and water quality in the Delta. The management of the Delta involves multiple state and federal agencies including Reclamation, California Department of Water Resources, Delta Stewardship Council, State Water Board, Reclamation, U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, and others.

The CVP and SWP include storage and conveyance facilities north and south of the Delta. Facilities north of the Delta are used, in part, to manage water and make deliveries to the Delta. CVP facilities south of the Delta include the DMC and the San Luis Canal. The California Aqueduct supplies

water to South-of-Delta SWP contractors (Table 2-6, from DWR (2024a) Bulletin 132-2021). The CVP units south of the Delta provide water to 37 contractors with contracts exceeding 3.5 MAF/year (Table 2-7, from USBR [2016]).

Table 2-6: South-of-Delta State Water Project Contractors and Contract Amounts.

Water District	Contract Amount (TAF)	Subbasin with Study Area
Alameda County Flood Control & WCD, Zone 7	80.62	-
Alameda County WD	42.00	-
Santa Clara Valley WD	100.00	-
County of Kings	9.31	Tulare Lake
Dudley Ridge WD	50.34	Tulare Lake
Empire West Side ID	2.00	Tulare Lake
Kern County Water Agency	982.73	Kern
Oak Flat WD	5.70	Delta-Mendota
Tulare Lake Basin WSD	88.92	Tulare Lake
San Luis Obispo County Flood Control & WCD	25.00	-
Santa Barbara County Flood Control & WCD	45.49	-
Antelope Valley-East Kern Water Agency	141.40	-
Castaic Lake Water Agency	92.50	-
Coachella Valley WD	138.35	-
Crestline-Lake Arrowhead Water Agency	5.80	-
Desert Water Agency	55.75	-
Littlerock Creek ID	2.30	-
Mojave Water Agency	82.80	-
Palmdale WD	21.30	-
San Bernadino Valley Municipal WD	102.60	-
San Gabriel Valley Municipal WD	28.80	-
San Geronio Pass Water Agency	17.30	-
Metropolitan WD of Southern CA	1,911.50	-
Ventura Country Flood Control District	20.00	-
South of Delta Total	4,055.21	

Table 2-7: South of Delta Central Valley Project Contractors and Contract Amounts.

Contractor	Contract Amount (TAF)	Subbasin within Study Area
Refuge Level II	325.00	Various
Central California ID	532.40	Delta-Mendota
Firebaugh Canal WD	85.00	Delta-Mendota
San Luis Canal Company	163.60	Delta-Mendota
Columbia Canal Company	59.00	Delta-Mendota
Fresno Slough WD	4.87	Delta-Mendota
Grassland WD	53.50	Delta-Mendota (Refuge)
James ID	45.00	Kings
Reclamation District 1606	0.57	Kings
Tranquility ID	34.00	Delta-Mendota
Contra Costa WD	195.00	-
Banta-Carbona ID	20.00	Tracy
City of Tracy	17.50	Tracy
Del Puerto WD	140.21	Delta-Mendota
Patterson ID	22.50	Delta-Mendota
Byron-Bethany ID	20.60	Tracy
West Side ID	5.00	Tracy
West Stanislaus ID	50.00	Delta-Mendota
Panoche WD	94.00	Delta-Mendota
San Luis WD	125.08	Delta-Mendota
Westlands WD	1,168.38	Westside
Panoche Drainage District	-	Delta-Mendota
Pleasant Valley	-	Pleasant Valley
San Benito County WD	43.80	-
Santa Clara Valley WD	154.07	-
Pajaro Valley	-	
Broadview WD	27.00	Delta-Mendota
Eagle Field WD	4.55	Delta-Mendota
Laguna WD	0.80	Kings
Mercy Springs WD	2.84	Delta-Mendota
Oro Loma WD	0.00	Delta-Mendota
Pacheco WD	10.08	Delta-Mendota
Turner Island WD	-	Delta-Mendota
FT Land LLC	0.60	
County of Fresno	3.00	Kings
Hills Valley ID	3.35	Kings
Kern-Tulare WD	53.30	Kern
Lower Tule River ID	31.10	Tule
Pixley ID	31.10	Tule
Tri-Valley WD	1.14	Kings
County of Tulare	5.31	Kaweah
Total	3,533.25	

Hydrologic Variability

Future warmer temperatures and associated hydrologic variability are expected to have a significant and adverse impact on Delta exports by the CVP and SWP. Sea level rise will increase the potential intrusion of high salinity water into the Delta, requiring more Delta outflow to meet water quality standards, leaving less water for export. In addition, more precipitation is expected to fall as rain, as opposed to snow, and will occur earlier in the water year. Scenarios were simulated in CalSim under various future climate scenarios. For the purposes of this Plan, a 50% level of concern (a median scenario) was used to simulate potential impacts on future Delta exports. Simulated average annual impacts to south of Delta CVP and SWP supplies are estimated to be 174,000 acre-feet and 273,000 acre-feet respectively, which includes exports to areas outside of the San Joaquin Valley. The impacts for San Joaquin Valley subbasins were estimated by allocating shortages for each project to contractors in proportion to the contract quantity, and aggregating contractor shortages to the subbasin level and total 241 TAF for the San Joaquin Valley (Table 2.16).

Table 2-8: Estimated Annual Decrease in CVP and SWP Delta Imports by Subbasin due to Climate Change.

Subbasin	Decrease in Delta Imports* (TAF)
Tracy	4
Delta-Mendota	48
Westside	94
Tulare Lake	10
Kings	5
Kaweah	1
Tule	7
Kern	72
Total	241

*Simulated in CalSim and rounded to nearest 1 TAF.

Groundwater Supplies

Vast quantities of groundwater accumulated in the aquifers of the San Joaquin Valley over centuries. The primary input was the natural recharge of surface water sourced primarily from snowmelt runoff from the Sierra Nevada Mountains. As described previously, groundwater extraction began in the late 19th century and continues today. The rate of extraction over time has largely exceeded the rate of recharge due to the reduction of natural recharge due to development of surface water resources, and a general reliance on groundwater resources. As reported in GSPs submitted to DWR and made available on DWR's website, based on data from approximately the mid- to late- 20th century to the mid-2010s, around 8.5 million acre-feet per year of groundwater is extracted from aquifers of the San Joaquin Valley (Table 2-9). The estimated total reduction in groundwater storage is 1.5 million acre-feet per year (i.e., the amount by which extractions exceed inputs). Similar estimates have been developed by the Public Policy Institute of California (PPIC 2023) (Table 2-9).

Table 2-9: Estimated Historical Groundwater Extraction and Overdraft.

Subbasin	Average Annual Extraction (TAF)	Average Annual Reduction in Storage (TAF)	Average Annual Reduction in Storage (TAF)
	GSPs*	GSPs*	PPIC^
Eastern San Joaquin	732	48	55
Modesto	311	43	13
Turlock	404	64	96
Merced	735	130	130
Chowchilla	265	29	108
Madera	472	34	150
Delta-Mendota	409	92	88
Tracy – Non-Delta Area	167	3	0
Kings	1,374	217	198
Westside	324	19	28
Pleasant Valley		36	NA
Kaweah	154	28	141
Tulare Lake	381	86	92
Tule	712	160	167
Kern	1,590	277	578
White Wolf	??	??	5
Total	8,031	1,224	1,840

Notes:

* Data compiled from the most recent version of GSPs submitted to DWR.

^ Data from the Public Policy Institute of California (2023).

All volumes rounded to nearest 1 TAF.

The quality of the San Joaquin Valley’s groundwater is compromised by both natural and human-induced contaminants. Common pollutants include nitrates, pesticides, heavy metals, solvents, and disease-causing organisms, along with naturally occurring elements like arsenic and uranium. Salinity is a major concern, particularly on the Valley’s west side, where oceanic influences have led to higher salt concentrations (Figure 2-2). Agricultural practices, water imports, and long-term land use have exacerbated salt accumulation, impairing over 1.5 million acres and causing significant economic losses including approximately 250,000 acres being taken out of agricultural production (CV SALTS 2025). Reducing groundwater levels also can adversely affect groundwater quality as contaminants accumulate in the aquifers. Groundwater quality is monitored through sampling wells, with data collected on total dissolved solids (TDS), nutrients, pesticides, trace elements, and radionuclides. Regulatory oversight is provided by the State Water Board and the Central Valley Water Quality Control Board, primarily through the SAFER program, to ensure safe drinking water access.

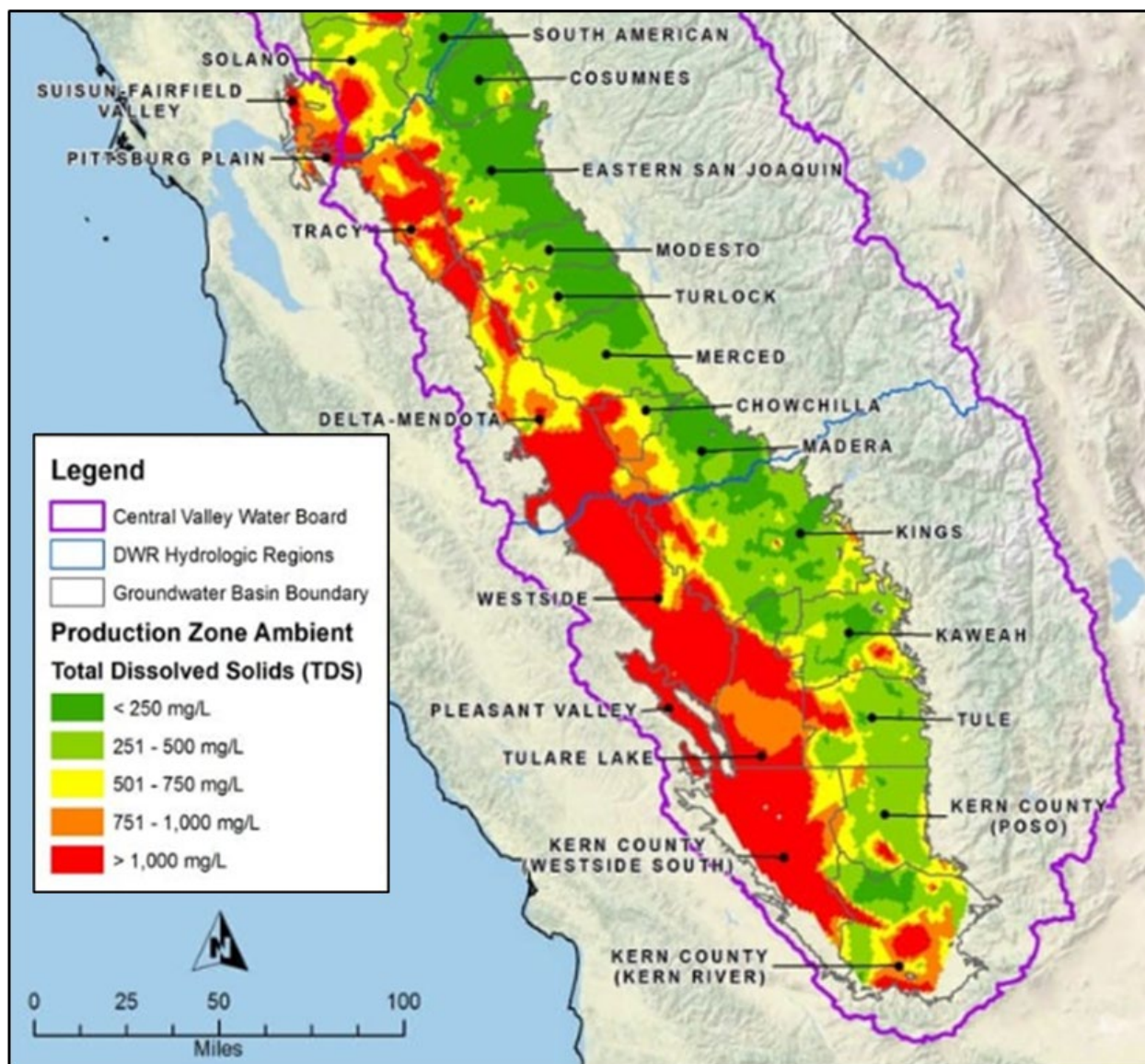


Figure from CV-SALTS 2025.

Figure 2-2: Total Dissolved Salt Concentrations in the San Joaquin Valley.

Sustainable Groundwater Management

The Sustainable Groundwater Management Act was passed in 2014 and requires critically overdrafted subbasins be brought to sustainability by 2040. It is the first region-wide groundwater management regulatory program governing the San Joaquin Valley, where water users have historically avoided a groundwater adjudication process. Subbasins, as defined in California's Groundwater (Bulletin 118), are required to develop groundwater sustainability plans (GSPs) that avoid adverse effects of groundwater overdraft including: persistent lowering of groundwater levels, significant and unreasonable reductions in groundwater storage, significant and unreasonable saltwater intrusion, significant and unreasonable degradation of water quality, significant and

unreasonable land subsidence, surface water depletion having significant and unreasonable effects on beneficial uses.

GSPs were submitted to DWR for review in 2020. After rounds of reviews by DWR and revisions by the GSAs, GSPs for all subbasins in the San Joaquin Valley have been accepted by DWR except for Delta-Mendota, Chowchilla, Pleasant Valley, Tulare Lake, Kaweah, Tule and Kern. If these the revised GSPs in these subbasins are deemed inadequate by DWR, they could be referred to the State Water Board (State Water Board). The Board could put the subbasin on probation and take over management of the subbasin. Regardless, all subbasins are required to be sustainable by 2040. For water supply, this means that the reduction in groundwater storage values in Table 2-9 need to be brought to zero and, to ensure that groundwater levels rebound beyond critical threshold, aquifers need to be replenished (i.e., the rate of recharge needs to exceed the rate of extraction). For the purposes of this Plan, it is assumed that replenishment rates need to be 50% of the average annual reduction reported in Table 2-9.

Land Subsidence

Subsidence is an ongoing regional issue and has been observed throughout the San Joaquin Valley as far back as the 1920s (Figure 2-3). Land subsidence in the region has been attributed to several activities including oil and gas extraction, but the dominant cause of subsidence has been groundwater overdraft (DWR 2024b). As mentioned, subsidence was one of the drivers of the CVP and SWP to allow for an increase in surface water deliveries in the San Joaquin Valley and elsewhere. However, the expansion of agricultural development and the reduction in availability of surface water supplies have increased reliance on groundwater in certain areas. As a result, groundwater overdraft continues to drive subsidence in many areas of the San Joaquin Valley (Figure 2-4). Subsidence occurs where the overdraft takes place and often cross geopolitical lines defining counties, communities, and local agencies and districts, including GSAs. As a result, subsidence is observed within geopolitical boundaries that are not causing it to occur.

Regional land subsidence adversely affects communities, infrastructure, and natural systems. For example, at the community level, a recent study shows that regional land subsidence in the San Joaquin Valley adversely impacts home sale values (Mehdi et al. 2025). At a regional level, linear features, such as roads and canals, are affected by differential subsidence are most susceptible to damage, experience loss of function and other negative impacts (USGS 2013, DWR 2017, Reclamation 2020). For example, subsidence in Tulare County decreased the capacity of the FKC by more than 50% through a portion known as the “Middle Reach”. Over \$300M in local, state and federal investments were made through the Friant Kern Canal Phase 1 Middle Reach Capacity Correction Project to restore capacity to historical delivery capability, however additional actions are needed to address remaining capacity reductions. Subsidence has also decreased the capacity of the Delta Mendota Canal, San Luis Canal and California Aqueduct. Restoring design capacity to the FKC, DMC, SLC and California Aqueduct to address historical and projected future subsidence will require several billions of dollars in corrective actions.

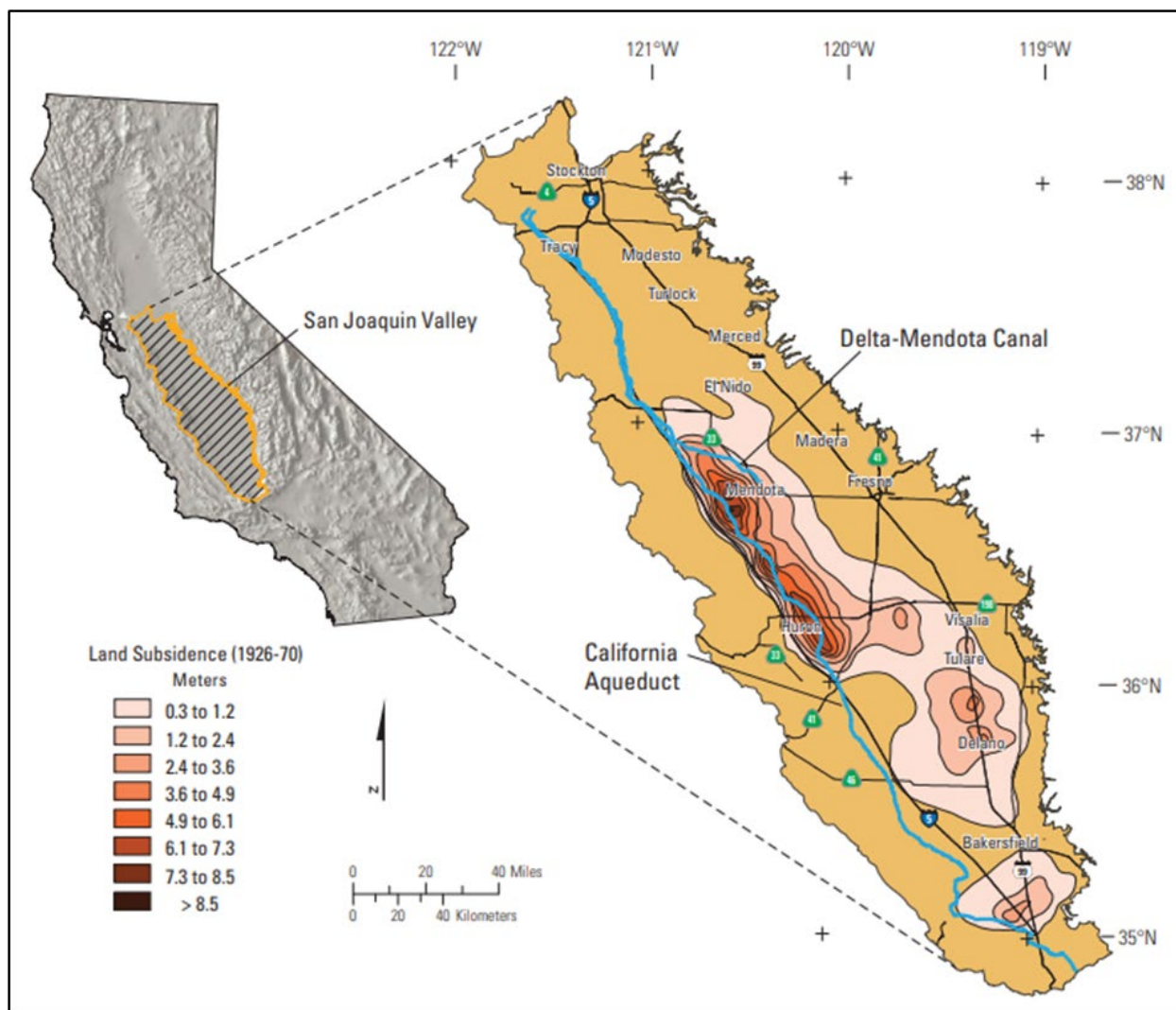


Figure from USGS 2018.

Figure 2-3: Land Subsidence in the San Joaquin Valley from 1926 to 1970.

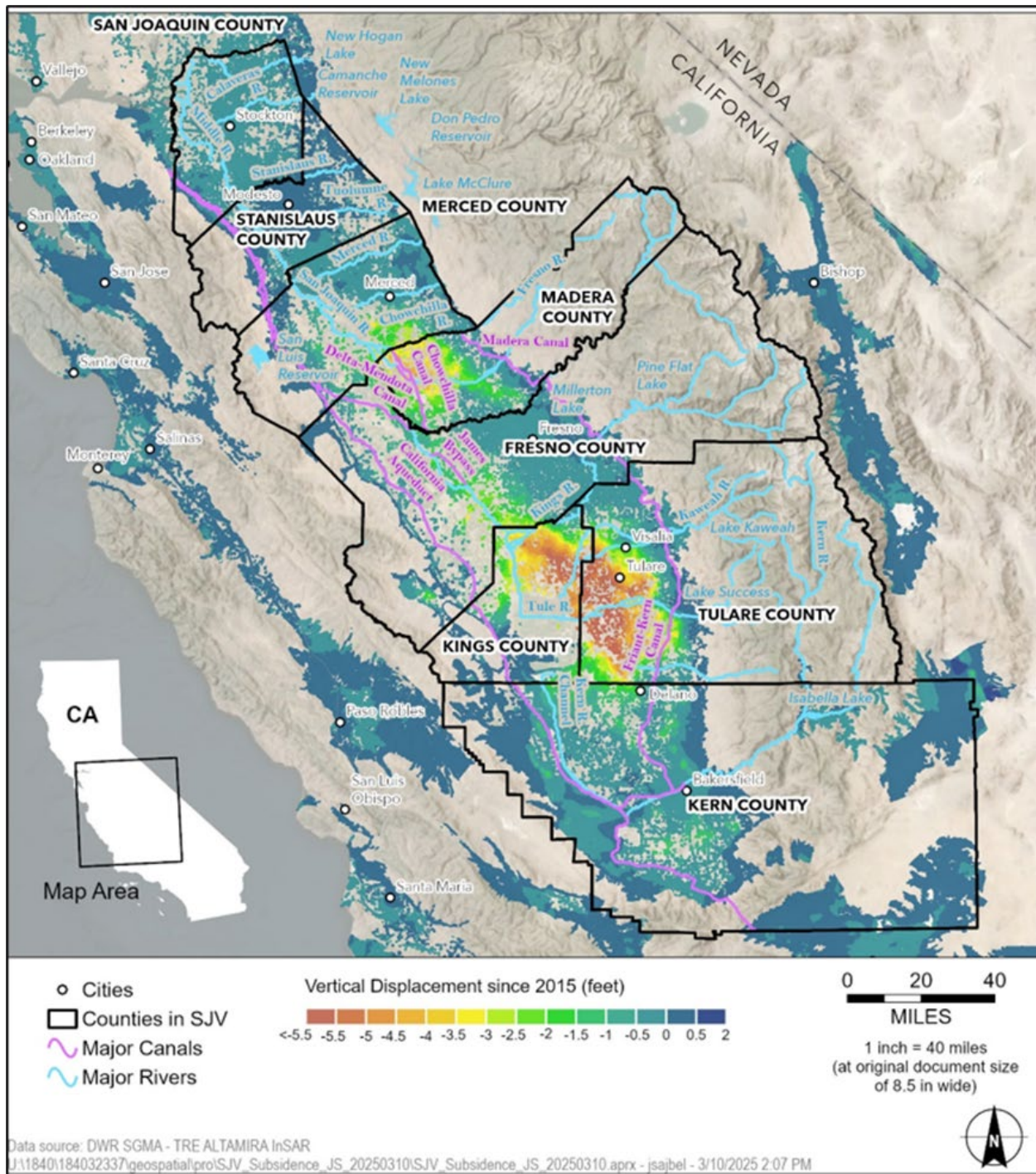


Figure 2-4: Land Subsidence in the San Joaquin Valley from 2015 to Present.

Existing Demands

Water demands in the San Joaquin Valley are influenced by the evolving regulatory environment and hydrologic variability, as well as land use changes. For the purposes of this Plan, water demands are described in-terms of their relative difference to water supplies. The relative difference, or water supply-demand gap is estimated in this section for existing conditions. Projected future changes to the existing water supply-demand gap are also estimated in this section based only on demand changes. Later in this chapter, projected future changes to water supplies are combined with these projected future changes to only demands to project a total future water supply-demand gap.

Unmet Incremental Level 4 Refuge Supplies

The San Joaquin Valley is home to 18 federal and state wildlife refuges that are required to receive water supplies as stipulated in the CVPIA. These water supplies, managed by Reclamation, are comprised of Level 2 and Level 4 supplies. The demand for full Level 4 supplies is 376.5 TAF (CVJV 2020). The CVPIA stipulates that a portion of those demands, referred to as Level 2 supplies, be delivered by Reclamation to the wildlife refuges annually and are subject to reductions during dry periods. Total Level 2 demand is about 271.0 TAF. The remaining demand of 105.5 TAF is referred to as Incremental Level 4 and is to be acquired through purchase from willing sellers. Conveyance losses add 17.2 TAF (or 15%) and require that 122.7 TAF be purchased. However, due to state and federal budget constraints, increased prices of spot market water and variability of supplies, Incremental Level 4 demands for refuges are not met consistently (CVJV 2020). Unmet water needs for wildlife refuges have been estimated to be 92.6 TAF, including 12.1 TAF for conveyance losses (CVJV 2020).

Existing Supply-Demand Gap

The Sustainable Groundwater Management Act (SGMA) requires that subbasins in the San Joaquin Valley be brought to sustainability by 2040. Assuming that groundwater has been used to meet demands that are unable to be met by surface water supplies (either in-valley or imported), it can be assumed that the existing gap between available water supplies and water demands in the San Joaquin Valley is represented by groundwater overdraft. The estimated groundwater overdraft for each subbasin is presented in Table 2-9. The total overdraft across all subbasins ranges from 1.2 to 1.8 MAF/yr as calculated from the GSPs and the PPIC, respectively. These overdraft volumes can be combined with the estimated unmet water needs for wildlife refuges to define the existing supply-demand gap, which varies from 1.3 to 1.9 MAF/yr (Table 2-10).

Table 2-10: Existing Annual Water-Supply Demand Gap in the San Joaquin Valley.

Subbasin	GSP Overdraft (TAF)	PPIC Overdraft (TAF)	Unmet IL4 Demands (TAF)	GSP Based Existing Gap (TAF)	PPIC-Based Existing Gap (TAF)
Eastern San Joaquin	48	55	0	48	55
Tracy	3	0	0	3	0
Delta-Mendota	92	88	31	123	119
Modesto	43	13	0	43	13
Turlock	64	96	0	64	96

Merced	130	130	13	143	143
Chowchilla	29	108	0	29	108
Madera	34	150	0	34	150
Westside	19	28	0	19	28
Pleasant Valley	36	--	0	36	--
Tulare Lake	86	92	0	86	92
Kings	217	198	0	217	198
Kaweah	28	141	0	28	141
Tule	160	167	5	165	172
Kern	277	578	7	284	585
White Wolf	5	5	0	0	5
Total	1271	1,849	56	1,327	1,905

Future Demand Changes

Future changes to water demand in the San Joaquin Valley will be driven by climate change and demands for wildlife refuges. It is assumed that projected future population growth will not increase water demands because urban growth will occur via conversion of agricultural land. Climate change will increase water demands in the San Joaquin Valley due to warmer temperatures and increased evapotranspiration (ET). The PPIC (2023) estimates that ET demands will increase approximately 70.0 AF/yr across the San Joaquin Valley (or a uniform increase of approximately 1.55% when allocated across the subbasins based on irrigated acreage) (Table 2-11). Additionally, it is possible that Incremental Level 4 demands will be more difficult to acquire due to increases in the cost of acquiring supplies. As such, the difference between the full Incremental Level 4 Supplies and Unmet Level 4 supplies, referred to as the “at-risk” Incremental Level 4 supplies are assumed in changes to future demands (Table 2-11). These projected demand increases are added to the existing supply-demand gap to estimate the demand-only projected future change to the supply-demand gap (Table 2-11). In the next section, these demand changes are combined with supply changes to define the total supply-demand gap.

Table 2-11: Projected Future Changes to Existing Annual Demands.

	Increase in ET Demand (TAF)	At Risk IL4 Demands (TAF)	GSP Based Future Gap from Only Demand Changes (TAF)	PPIC Based Future Gap from Only Demand Changes (TAF)
Eastern San Joaquin	6	-	54	61
Tracy	2	-	5	2
Delta-Mendota	7	44	174	170
Modesto	2	-	45	15
Turlock	3	-	67	99
Merced	4	-	147	147

Chowchilla	2	-	31	110
Madera	3	-	37	153
Westside	6	-	25	34
Pleasant Valley	5	-	36	
Tulare Lake	4	-	90	96
Kings	10	-	227	208
Kaweah	5	-	33	146
Tule	4	-	169	176
Kern	12	8	304	605
White Wolf	1	-	6	6
Total	71	52	1,450	2,028

Problems and Needs

The water supply-demand gap in the San Joaquin Valley is influenced by changes to both supplies and demands. This section of the report takes the existing water-supply demand gap defined previously with projected future changes to demand, and combines it with projected future changes to water supplies to estimate the projected future total water-supply demand gap. Water supply effects on disadvantaged communities are also addressed.

Future Water Supply-Demand Gap

The existing water supply-demand gap in the San Joaquin Valley was defined previously as ranging from 1.3 to 1.9 MAF/yr (Table 2-10) by combining estimates for groundwater overdraft with current unmet demands for wildlife refuges. Projected future changes to demands only would increase the gap to 1.4 to 2.0 MAF/yr (Table 2-11). However, as detailed in the above sections, the availability of groundwater and surface water supplies in the San Joaquin Valley is expected to decrease due to regulatory programs (e.g., SGMA, SJRRP, and HRL) and hydrologic variability. Estimated reductions from each of those sources are provided in Table 2-12, as is the projected future total water supply-demand gap, which is 2.4 to 3.0 MF/yr. This is the estimated water supply need in the San Joaquin Valley to bring each of the subbasins into balance.

Table 2-12: Total Projected Future Water Supply-Demand Gap in the San Joaquin Valley.

Subbasin	Demand Changes		Groundwater	Surface Water			Supply-Demand Gap	
	GSP Future Gap from Only Demand Changes (TAF)	PPIC Future Gap from Only Demand Changes (TAF)	Provision for Replenishment ¹ (TAF)	SJRRP Contribution (TAF)	HRL Contribution (TAF)	Reduced Delta Imports ² (TAF)	PPIC Total Supply- Demand Gap ³ (TAF)	GSP Total Supply- Demand Gap ⁴ (TAF)
Eastern SJ	54	61	13	-	-	-	67	74
Tracy	5	2	0	-	1	4	10	7
Delta-Mendota	174	170	23	-	8	48	253	249
Modesto	45	15	7	-	-	-	52	22
Turlock	67	99	20	-	-	-	87	119
Merced	147	147	33	-	-	-	180	180
Chowchilla	31	110	17	27	3	-	78	157
Madera	37	153	23	35	4	-	99	215
Westside	25	34	6	-	19	94	144	153
Pleasant Valley	36	-	9	-	-	-	45	-
Tulare Lake	90	96	22	-	1	10	123	129
Kings	227	208	52	17	3	5	304	285
Kaweah	33	146	21	35	4	1	94	207
Tule	169	176	41	70	8	7	295	302
Kern	304	605	107	70	17	72	570	871
White Wolf	6	6	1	-	-	-	7	7
Total*	1,450	2,028	395	254	68	241	2,408	2,977

Notes:

1. Provision for the future replenishment of groundwater supplies in addition to eliminating overdraft. Calculated as 25% of the average GSP and PPIC-based overdraft.
2. Includes climate change effects of local supplies on the east side of the San Joaquin Hydrologic Region and on exports from the Delta. <currently working on updates>
3. Total supply-demand gap using the GSP estimates of groundwater overdraft.
4. Total supply-demand gap using the PPIC estimates of groundwater overdraft.

Key:

Eastern SJ = Eastern San Joaquin
GSP = Groundwater sustainability plan
HRL = Healthy Rivers and Landscapes Program
PPIC = Pacific Policy Institute of California
SJRRP = San Joaquin River Restoration Program
TAF = Thousand acre-feet

Water Supply Effects on Disadvantaged Communities

Over 300 disadvantaged communities (DACs) in California's San Joaquin Valley—defined as areas with a median household income less than 80% of the statewide average—face persistent water supply challenges due to environmental burdens, limited institutional capacity, and historical disenfranchisement. Nearly all rely on groundwater for domestic use, with around 130 disadvantaged unincorporated communities (DUCs) representing the most vulnerable, totaling approximately 200,000 residents. These communities often contend with groundwater that fails to meet drinking water quality standards, lacks reliability, or is accessed through shallow wells prone to drying during droughts.

Various projects, programs, plans and other resources have been implemented to support DACs. The Safe and Affordable Funding for Equity and Resilience (SAFER) program is being implemented by the State Water Board. SAFER has made progress in identifying at-risk water supply systems and water quality issues for disadvantaged communities and implementing solutions. GSPs vary in their approaches with addressing supply needs of disadvantaged communities, with some plans proposing mitigation strategies and water level thresholds, while others lack specific programs – at least initially (PPIC 2020). Additionally, non-profit organizations like Self-Help's Community Engagement & Planning (CEP) team play a vital role by empowering community representatives to engage with GSAs, water districts, and state agencies, helping bridge the gap between technical planning and community advocacy.

To support DACs, water supply projects must promote long-term solutions that improve groundwater levels and water quality. Projects that increase surface water supplies to communities, subbasins, and regions will decrease reliance on groundwater and improve groundwater conditions for DACs. Other projects could target recharge of high-quality water near community wells and enhance drinking water over time, while setting recovery targets for groundwater levels. Additionally, the gap between water management agencies and DACs can continue to be bridged through various means such as community members serving on GSA advisory boards, providing public comments on policies and plans, attending and participating in public meetings, and advocating for themselves with various stakeholders such as water districts, GSAs, water management agencies and governing bodies. Non-profit organizations like CEP continue to support these objectives to bridge gaps.

Catastrophic Risks

Water resources in the San Joaquin Valley face critical risks from both natural and human-induced threats. Natural disasters such as earthquakes and floods can severely damage infrastructure like canals, reservoirs, and levees, which is evident in events like the 2017 Oroville Dam spillway failure caused by excess rain and high runoff. Levee failures in the Delta, including the 2004 Jones Tract flood, have caused extensive damage and pose a serious risk of saltwater intrusion, which could compromise water supplies for Southern California. Extended droughts, including the 2020–2022 event, have led to severe water rationing and threaten the reliability of water banking programs and other dry-year supplies when reservoir levels are too low to support exchanges. Anthropogenic risks further compound these challenges. Land subsidence, driven by excessive groundwater pumping, undermines infrastructure and long-term water availability. Contamination from agricultural runoff

and accidental spills has negatively affected groundwater quality. These combined risks highlight the urgent need for resilient water supply projects to protect both infrastructure and water quality in the region.

Economic Considerations

Water affordability is an increasing concern in the San Joaquin Valley, especially during drought years when surface water deliveries are low and farmers must turn to expensive spot markets to sustain crops. In such conditions, water prices can exceed \$1,000 per acre-foot. Even under long-term contracts like those of the State Water Project (SWP), fixed costs remain constant regardless of how much water is delivered. Anecdotally, for example, a 20% SWP allocation can cause per-acre-foot costs to quadruple, making water unaffordable for many growers. While a project may be economically feasible over its lifetime, fluctuating commodity prices can make annual payments unsustainable for farmers, especially during prolonged downturns.

The broader economic consequences of unreliable water supplies are substantial. If groundwater sustainability is achieved primarily through land fallowing without new water supplies, up to one million acres could be taken out of production, resulting in an estimated \$7.2 billion annual loss in farm revenue (Sunding and Roland-Holst 2020). This would lead to an average loss of 42,000 agricultural and service sector jobs, with total employment impacts (including related industries like transportation and food processing) reaching 85,000 jobs and \$2.1 billion in lost employee compensation annually. These figures underscore the urgent need for affordable, reliable water supplies to sustain the Valley's agricultural economy and communities.

Opportunities

Water supply projects in the San Joaquin Valley offer a unique opportunity to address not only the region's chronic supply-demand imbalance but also a range of interconnected flood, environmental and social challenges. Investments in new and aging water infrastructure can improve the flexibility and reliability of surface water deliveries, support groundwater recharge, reduce flood risks, and support wildlife refuges and other environmental needs. A multi-sector approach to constructing new facilities and making upgrades to aging facilities can simultaneously replenish aquifers, restore domestic wells, and enhance ecosystem health, particularly in the face of climate-driven extremes like drought and flooding (DWR 2023). As outlined in Chapters 3 and 4 of this report, potential investments could address environmental and flood control problems and needs, as well.

Furthermore, potential investments can advance water equity by improving access to water for disadvantaged communities and improving groundwater levels for municipal and domestic wells that serve disadvantaged communities and other rural communities.

Opportunities also exist for regional and statewide partnerships that could be used to address the cost of large investments. Exploring potential partnership opportunities with water supply agencies around the region and state could lead to the development of projects that provide multiple benefits to multiple regions. For example, investments into surface and groundwater storage projects in the San Joaquin Valley could provide benefits to water agencies that are able to access supplies through the CVP, SWP, and other conveyance systems.

Chapter 7 References

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SAN JOAQUIN VALLEY WATER

Collaborative Action Program

Plenary Group Meeting Agenda

Tuesday, September 30, 2025 | 3:00-5:00

Meeting Link:

<https://fresnostate.zoom.us/j/82667330959?pwd=skXMBx8KdaPovwtamnpfe5qGfLnNyN.1>

Meeting ID: 826 6733 0959 **Passcode:** 12346

Time	Item	Description
3:00	1	Call to Order – Sarah Woolf a. Review Agenda - Sarah b. Updates – All
3:10	2	Prop 4 – 2025-26 Funding Levels and Next Steps for the CAP
3:30	3	California Natural Resources Agenda Guidance for Prop 4 Programs – Julie Alvis, CNRA Deputy Director
4:15	4	CAP Prioritization Tool – Jim Kramer
4:45	5	October 6 – 7 In-person Meeting – Jim Kramer
5:00	5	Adjourn – Sarah Woolf



Meeting Agenda

Date & Time: 10/6/2025 | 12:00 PM

Location: SLDMWA Boardroom

Notice of Finance & Administration Committee Regular Meeting / Joint Finance & Administration Committee Regular Meeting-Special Board Workshop

842 6th Street, Los Banos
(List of Member/Alternate Telephonic Locations Attached)

Public Participation Information

Join Zoom Webinar - <https://us02web.zoom.us/j/83741104752?pwd=1qGfhfWXCVBjKqS79XOzbtawvkRIL9.1>

NOTE: Any member of the public may address the Finance & Administration Committee/Board concerning any item on the agenda before or during consideration of that item.

Because the notice provides for a regular meeting of the Finance & Administration Committee ("FAC") and a joint regular FAC Meeting/Special Board workshop, Board Directors/Alternates may discuss items listed on the agenda; however, only FAC Members/Alternates may correct or add to the agenda or vote on action items.

NOTE FURTHER: Meeting materials have been made available to the public on the San Luis & Delta-Mendota Water Authority's website, <https://www.sldmwa.org>, and at the Los Banos Administrative Office, 842 6th Street, Los Banos, CA 93635.

Agenda

Item	Topic	Lead
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- | | | |
|----|--|--|
| 1. | Call to Order/Roll Call | |
| 2. | Finance & Administration Committee to Consider Additions and Corrections to the Agenda for the Finance & Administration Committee Meeting only, as Authorized by Government Code Section 54950 <i>et seq.</i> | |
| 3. | Opportunity for Public Comment – Any member of the public may address the Finance & Administration Committee/Board concerning any matter not on the agenda, but within the Committee or Board's jurisdiction. Public comment is limited to no more than three minutes per person. For good cause, the Chair of the Finance & Administration Committee may waive this limitation. | |

ACTION ITEMS

- | | | |
|----|---|--|
| 4. | Approval of September 8, 2025 Meeting Minutes | |
|----|---|--|

- | | | |
|----|--|----------------------|
| 5. | Recommendation to Board of Directors to Authorize Issuance of Notice to Proceed with Phase II of O'Neill Pumping/Generating Plant Unit Upgrades Project | Arroyave,
McNeill |
|----|--|----------------------|

REPORT ITEMS

- | | | |
|-----|---|---------|
| 6. | Update Regarding Cost Allocation Recommendations for Phase 1 of the DMC Subsidence Correction Project | Barajas |
| 7. | FY26 Activity Agreements Budget to Actual Report through 8/31/25 | Tarka |
| 8. | FY26 O&M Budget to Actual Report through 8/31/25 | Tarka |
| 9. | Contract/Procurement Activity Reports | Tarka |
| 10. | Executive Director's Report
(May include reports on activities within the Finance & Administration Committee's jurisdiction related to 1) CVP/SWP water operations; 2) California storage projects; 3) regulation of the CVP/SWP; 4) existing or possible new State and Federal policies; 5) Water Authority activities) | Barajas |
| 11. | Committee Member Reports | |
| 12. | Reports Pursuant to Government Code Section 54954.2(a)(3) | |
| 13. | ADJOURNMENT | |

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

This agenda has been prepared as required by the applicable laws of the State of California, including but not limited to, Government Code Section 54950 et seq. and has not been prepared with a view to informing an investment decision in any of the Authority's bonds, notes or other obligations. Any projections, plans or other forward-looking statements included in the information in this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of the Authority's bonds, notes or other obligations and investors and potential investors should rely only on information filed by the Authority on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the World Wide Web at <https://emma.msrb.org/>.

SLDMWA FINANCE & ADMINISTRATION COMMITTEE REGULAR MEETING TELEPHONIC LOCATIONS

OCTOBER 6, 2025

15671 W. Oakland Ave
Five Points, CA 93624

2535 Dover Court
Lakewood, CO 80215



Meeting Minutes

Date & Time: 9/8/2025 | 12:00 PM

Location: SLDMWA Boardroom
842 6th Street, Los Banos

San Luis & Delta-Mendota Water Authority Finance and Administration Committee Regular Meeting and Joint Finance and Administration Committee Regular Meeting – Special Board of Directors Workshop

Attendance

Committee Members Present

Ex-Officio: Absent
Division 1: Anthea Hansen, Chair/Member
Division 2: Justin Diener, Member
Stephen Farmer, Alternate
Division 3: Chris White, Member
Jarrett Martin, Alternate
Division 4: Brett Miller, Member
Vince Gin, Alternate
Division 5: Absent
FWA: Wilson Orvis, Alternate

Board of Directors Present

Division 1: Anthea Hansen, Director
Division 2: Justin Diener, Alternate
Division 3: Jarrett Martin, Director
Chris White, Alternate
Division 4: Dana Jacobson, Director
Brett Miller, Alternate
Division 5: Absent

Authority Representatives Present

Federico Barajas, Executive Director
Pablo Arroyave, Chief Operating Officer (ZOOM)
Rebecca Akroyd, General Counsel
Rebecca Harms, Deputy General Counsel
Scott Petersen, Water Policy Director
Ray Tarka, Director of Finance
Bob Martin, Facilities O&M Director
Jim Lenhardt, Electrical Project Specialist
Lauren Viers, Accounting Manager
Stewart Davis, IT Officer
Eddie Reyes, Information Systems Technician

Others Present

Richard Welsh, Hallmark Group
Russ Freeman, Westlands Water District

Agenda

Item	Topic	Lead
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- | | | |
|----|--|--|
| 1. | Call to Order/Roll Call – The meeting was called to order by Committee Chair Anthea Hansen at approximately 12:00 p.m. and roll was called. | |
| 2 | Additions or Corrections to the Agenda of Items, as authorized by Government Code Section 54950 et seq. - No additions or corrections. | |
| 3. | Opportunity for Public Comment - No public comment. | |
| 4. | Finance and Administration Committee to Consider Approval of the August 4, 2025 Meeting Minutes - Chair Anthea Hansen deemed the August 4, 2025 meeting minutes deemed approved as submitted. | |

5. **Planning Committee Recommendation Regarding Adoption of Refinements to Cost Allocation Methodology and Scope for Phase 1 of the Upper Delta-Mendota Canal Portion of the Delta-Mendota Canal Subsidence Correction Project, and Possible Recommendation to Board of Directors Regarding Same** – Executive Director Federico Barajas reviewed the memo in the packet and then referred to Richard Welsh from Hallmark Group to provide an overview of the DMC Subsidence Project, focusing on tasks and costs associated with Phase 1 of the DMC Project. Welsh then referred to Director of Finance Ray Tarka to discuss various funding options. Tarka provided a handout to the committee which illustrated how repayment to the U.S. Bureau of Reclamation could be collected through rates.
- Committee members discussed the staff recommended refinements to cost allocation methodology: the utilization of all available state, federal, and local non-reimbursable funding to fund Phase 1 work; if less than \$90M in non-reimbursable funding is available, develop further refinements to Phase 1 scope; and continue to pursue cost allocation recommendations for each Project component. Committee members also discussed staff recommended refinements to scope.
- M/S - On a motion made by Alternate Wilson Orvis, seconded by Member Brett Miller, the Committee adopted the Planning Committee recommendation for refinements to Cost Allocation Methodology and scope for Phase 1 of the Delta-Mendota Canal Subsidence Correction Project, with the understanding that if less than \$90M non-reimbursable funding is available, the Planning Committee will need to discuss and approve the cost allocation and distribution of non-reimbursable funds. Vote: Ayes – Hansen, Diener, White, Miller, Orvis; Nays – 0; Abstentions – 0.
6. **Recommendation to Board of Directors to Authorize Increase in Approved Contract Amount to \$466,440 for Previously Authorized Agreement for Services for DCI Unit 1 & 2 Motor Control Centers Replacement and Commissioning from the FY26 EO&M Budget** – Executive Director Federico Barajas introduced the item. Barajas began by summarizing the action taken at the June meeting to approve the contract for \$400,000. Barajas then referred to Electrical Project Specialist Jim Lenhardt to explain the reasoning for the contract increase from \$400,000 to \$466,440. Lenhardt referenced the change in schedule and the fact that the original contract did not account for the increase on labor rates required for Alameda County.
- M/S - On a motion made by Chair/Member Justin Diener, seconded by Alternate Wilson Orvis the Committee authorized increase in approved contract amount to \$466,440 for previously authorized Agreement for Services for DCI Unit 1 & 2 Motor Control Centers replacement and commissioning from the FY26 EO&M Budget. Vote: Ayes – Hansen, Diener, White, Miller, Orvis; Nays – 0; Abstentions – 0.
7. **FY26 Activity Agreements Budget to Actual Report through 7/31/2025** - Director of Finance Raymond Tarka presented the Budget to Actual Report through July 31, 2025 for the Activity Agreement funds. Tarka stated for the five-month period, the budget was trending positive overall with actual

spending ending July 31, 2025 at \$2,941,623 or 21.90% of the approved budget.

8. **FY26 O&M Budget to Actual Report through 7/31/2025** – Director of Finance Raymond Tarka reported that for WY25, the self-funded routine O&M expenses thru July 31, 2025 are under budget by \$1,274,322 or 13.44%, mainly due to the timing of expenditures for O&M expenses in most cost pools. Reclamation provided the FY24 true-up in August in the amount of \$4.3M. The costs have been accrued to both FY24 and FY25 accordingly and will be collected through the final accounting process. The revised water year 2025 rates approved at the July meeting are now in effect. All contractors should be using the revised advanced payment forms. DWR has notified staff that FY26 conveyance charges from DCI to O'Neill Forebay have increased by \$3.93 to \$32.66 per acre-foot. The FY23 and FY24 audits are underway and staff is currently working with the auditors to provide all necessary information. Tarka
9. **Procurement Activity Report** – Director of Finance Raymond Tarka presented the procurement activity report for the period of August 1, 2025 through August 31, 2025. On August 18th, a contract was executed with Power Pros for Excitation System & Control Panel Replacement. The contract amount was \$25,250,000.00 and the funding source was the EO&M budget. On August 18th, another contract was executed with Talley Oil, Inc. for DMC Road Maintenance Chip-seal. The contract amount was \$396,465.15 and the funding source is the EO&M budget. There was one contract change order issued to Cal Electro, Inc. in the amount of \$2,142,972.64 during this time. This is change order number 3 for the O'Neill Pumping-Generating Plant Power Transformer Rehabilitation. Tarka
10. **Executive Director's Report** Barajas
 - a. **Reclamation Challenges** – Executive Director Federico Barajas reported that Reclamation is facing challenges regarding invoices and processing payments. Part of this challenge relates to the recent transition of finance department from Reclamation to the Department of Interior.
 - b. **Sites Reservoir Project** – Executive Director Federico Barajas reported that Reclamation is holding public negotiations on the Sites Reservoir this month and the Authority will continue monitoring them.
11. **Committee Member Reports** – Chair Anthea Hansen reported that Reclamation has sent out final accountings for FY2024 last week and there is close to \$20 million in refunds.
12. **Reports Pursuant to Government Code Section 54954.2(a)(3)** – No reports.
13. **Adjournment** - The meeting was adjourned at approximately 12:34 p.m.



Meeting Agenda

Date & Time: 10/6/2025 | 1:30 PM

Location: SLDMWA Boardroom

Notice of Planning Committee Regular Meeting / Joint Planning Committee Regular Meeting-Special Finance & Administration Committee, Water Resources Committee, Operations & Maintenance Technical Committee, and Board of Directors Workshop

842 6th Street, Los Banos
(List of Member/Alternate Telephonic Locations Attached)

Public Participation Information

Join Zoom Webinar - <https://us02web.zoom.us/j/83636547867?pwd=gigROaddzO1yTrq1hsOYQdZdxbyAk2.1>

NOTE: Any member of the public may address the Planning Committee, Finance & Administration Committee, Water Resources Committee, Operations & Maintenance Technical Committee, or Board of Directors concerning any item on the agenda before or during consideration of that item.

Because the notice provides for a regular meeting of the Planning Committee ("PC") and a joint regular PC Meeting/Special Finance & Administration Committee ("FAC"), Water Resources Committee ("WRC"), Operations & Maintenance Technical Committee ("OMTC"), and Board of Directors ("BOD") workshop, FAC/WRC/OMTC/BOD Members/Alternates may discuss items listed on the agenda; however, only PC Members/Alternates may correct or add to the agenda or vote on action items.

Agenda

Item	Topic	Lead
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- | | | |
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| 1. | Call to Order/Roll Call | |
| 2. | Planning Committee to Consider Additions and Corrections to the Agenda for the Planning Committee Meeting only, as Authorized by Government Code Section 54950 <i>et seq.</i> | |
| 3. | Opportunity for Public Comment – Any member of the public may address the Planning Committee/Finance & Administration Committee/Water Resources Committee/Board of Directors concerning any matter not on the agenda, but within the Committee or Board's jurisdiction. Public comment is limited to no more than three minutes per person. For good cause, the Chair of the Planning Committee may waive this limitation. | |

ACTION ITEMS

4. **Approval of September 8, 2025 Meeting Minutes**
5. **Recommendation to Finance & Administration Committee and Board of Directors to Adopt Cost Allocation Recommendations for Phase 1 of the DMC Subsidence Correction Project** Barajas, Arroyave
 - a. Review of Previously-Discussed Principles for Cost Allocation Recommendation
 - b. Review of New Information Relating to DMC Subsidence Correction Project, including Illustrative Cost Share Scenarios

REPORT ITEMS

6. Discussion and Action Items for Future Planning Committee Meetings Barajas
7. Reports Pursuant to Government Code Section 54954.2(a)(3)
8. ADJOURNMENT

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SLDMWA PLANNING COMMITTEE REGULAR MEETING TELEPHONIC LOCATIONS

OCTOBER 6, 2025

2535 Dover Court
Lakewood, CO 80215



Meeting Minutes

Date & Time: 9/8/2025 | 9:00 AM
Location: SLDMWA Boardroom
842 6th Street, Los Banos

San Luis & Delta-Mendota Water Authority Planning Committee Special Meeting and Joint Planning Committee Special Meeting – Special Finance & Administration Committee, Water Resources Committee, Operations & Maintenance Technical Committee, and Board Workshop

Attendance

Committee Members Present

Ex-Officio: Cannon Michael
William Bourdeau
Division 1: Anthea Hansen, Member
Division 2: Justin Diener, Alternate
Division 3: Chris White, Member
Ric Ortega, Alternate
Division 4: Aaron Baker, Member
Dana Jacobson, Alternate
Division 5: Allison Febbo, Member
Manny Amorelli, Alternate
Friant WA: Jason Phillips, Member
Wilson Orvis, Alternate

Finance & Administration Committee Present

Ex-Officio: Cannon Michael
William Bourdeau
Division 1: Anthea Hansen, Member
Division 2: Justin Diener, Alternate
Stephen Farmer, Alternate
Division 3: Chris White, Member
Jarrett Martin, Alternate
Division 4: Brett Miller, Member
Vince Gin, Alternate
Division 5: Absent
Friant WA: Jason Phillips, Member
Wilson Orvis, Alternate

Water Resources Committee

Ex-Officio: Cannon Michael
William Bourdeau
Division 1: Anthea Hansen, Member
Division 2: Lon Martin, Alternate
Division 3: Chris White, Member-Ric
Ortega, Alternate
Division 4: Vince Gin, Member

Dana Jacobson, Alternate
Division 5: Absent

Operations & Maintenance Technical Committee

Exchange Contractors:

Chris White, Chair/Member
Jarrett Martin, Alternate

Friant Water Users Authority:

Absent

Lower DMC Area:

Patrick McGowan, Alternate

Mendota Pool Area:

Absent

San Felipe Area:

Aaron Baker, Member

San Luis Canal Area:

Juan Cadena, Member

USBR Representatives:

Absent

Upper DMC Area:

Absent

Board of Directors Present

Division 1: Anthea Hansen, Director
Division 2: Justin Diener, Director
William Bourdeau, Vice-Chair/Director
Lon Martin, Alternate
Division 3: Chris White, Alternate
Jarrett Martin, Director
Cannon Michael, Director (item 5)
Ric Ortega, Director
Division 4: Aaron Baker, Director
Dana Jacobson, Director
Brett Miller, Director

Division 5: Absent	Bob Martin, Facilities O&M Director
FWA Representatives:	Jacob Bejarano, Senior Civil/Mechanical/Electrical Engineer
Jason Phillips, Representative-	Eddie Reyes, Information Systems Technician
Johnny Amaral, Alternate Representative	Stewart Davis, IT Officer

Authority Representatives Present

Federico Barajas, Executive Director
Pablo Arroyave, Chief Operating Officer (ZOOM)
Rebecca Akroyd, General Counsel
Rebecca Harms, Deputy General Counsel
Scott Petersen, Water Policy Director
Ray Tarka, Director of Finance

Others Present

Richard Welsh, Hallmark Group
Chase Hurley, Pacheco Water District
Russ Freeman, Westlands Water District
Stephen Farmer, Westlands Water District
John Wiersma, Henry Miller Reclamation District
Aniruddha Bhattacharya (Babi), Reclamation

Agenda

Item	Topic	Lead
1.	Call to Order/Roll Call – The meeting was called to order at approximately 9:02 a.m. by Chair Justin Diener and roll was called.	
2	Corrections to the Agenda of Items, as authorized by Government Code Section 54950 et seq. – Agenda item #4 was corrected to read “Recommendation to Finance & Administration Committee and Board of Directors...” rather than “Recommendation to Planning Committee and Board of Directors...”	
3.	Opportunity for Public Comment - No public comment.	
4.	Planning Committee to Consider Approval of the August 4, 2025 Meeting Minutes and August 14, 2025 Special Workshop Minutes - Chair Justin Diener deemed the minutes approved with two minor corrections: (1) 8/4/2025 Meeting Minutes: a correction to the attendance, to indicate the presence of Aaron Baker as a member of the O&M Technical Committee, and (2) 8/14/2025 Workshop Minutes: a typographical correction to the bottom of page 2.	
5.	Recommendation to Finance & Administration Committee and Board of Directors to Adopt Refinements to Cost Allocation Methodology and Scope for Phase 1 of the Upper DMC Portion of the Delta-Mendota Canal Subsidence Correction Project a. Review of Information Relating to the Delta-Mendota Canal Subsidence Correction Project, Including Illustrative Cost Share Scenarios Executive Director Federico Barajas reviewed the memo included in the packet, and then introduced Richard Welsh from the Hallmark Group. Welsh then reviewed information regarding proposed Phase 1, Task 1-3 work. Director of Finance Ray Tarka reviewed illustrative scenarios that included: 1) \$30 million EO&M – 5 years, 2) \$30 million Repayment – 30 years, 3) \$60 Million repayment – 30 years, and 4) \$60 million EO&M – 5 years. Staff and consultants answered committee member questions throughout the presentation. Committee members discussed the staff	Barajas

recommended refinements to cost allocation methodology: the utilization of all available state, federal, and local non-reimbursable funding to fund Phase 1 work; if less than \$90M in non-reimbursable funding is available, develop further refinements to Phase 1 scope; and continue to pursue cost allocation recommendations for each Project components. Committee members also discussed staff recommended refinements to scope: Task 1 (2 ft. freeboard raise between MP 3.5 and MP 7.2, est. cost \$19.75M); Task 2 (Sag area repairs, est. cost \$18.23M); Task 3 (Upper DMC panel repairs, est. cost \$27.9M); and Task 4 (Lower DMC panel repairs, est. cost \$28M).

M/S - Motion by Member Jason Phillips, seconded by Member Aaron Baker, the Committee adopted the staff recommended refinements to Cost Allocation Methodology and Scope for Phase 1 of the Upper DMC Portion of the Delta-Mendota Canal Portion of the Delta-Mendota Canal Subsidence Correction Project, with the understanding that if less than \$90M non-reimbursable funding is available, the Planning Committee will need to discuss and approve the cost allocation and distribution of non-reimbursable funds. Vote: Ayes - Hansen, Diener, White, Baker, Phillips; Nays – 0; Abstentions – 0.

6. **Discussion and Action Items for Future Planning Committee Meetings** Barajas
Executive Director Federico Barajas requested Committee members to send in any items that they would like included on next month's agenda.
7. **Adjournment** - The meeting was adjourned at approximately 10:02 a.m.



MEMORANDUM

TO: SAN LUIS & DELTA-MENDOTA WATER AUTHORITY DIRECTORS
FROM: DAN KEPPEL, EXECUTIVE DIRECTOR
SUBJECT: UPDATE REPORT
DATE: OCTOBER 6, 2025

This memo is intended to keep you apprised as to what is happening regarding policy issues the Family Farm Alliance (Alliance) is engaged in. In the past month, much of our efforts have focused on creating workgroups to advance recommendations for Bureau of Reclamation (Reclamation) agency realignment, executing our upcoming farmer lobbyist trip to D.C., finalizing planning for our annual conference, and wrapping up transition activities associated with our incoming executive director, Samantha Barncastle, who takes over the helm on October 31. These issues and other matters important to our members are further discussed in this memo.

GOVERNMENT SHUTDOWN

The federal government has entered a shutdown, placing an estimated 750,000 federal workers on furlough while essential services such as national security, law enforcement, Social Security, and select health programs continue to operate. Non-essential agencies and programs are suspended, with ripple effects across infrastructure, research, and agriculture. Congressional leaders remain at an impasse, with House Republicans urging passage of a “clean” continuing resolution, while Senate Democrats resist, creating ongoing uncertainty. The shutdown has sparked strong reactions from both policymakers and stakeholders. Transportation and Infrastructure Chairman Sam Graves warned of delays to critical projects and hardship for essential federal employees working without pay. Agricultural organizations including the Alabama, Pennsylvania, Texas, and Mississippi Farm Bureaus, as well as the National Cattlemen’s Beef Association, National Cotton Council, and others, have issued urgent calls to avoid disruptions to USDA programs and Farm Bill negotiations. Meanwhile, the White House has emphasized that the only path forward is passage of a clean continuing resolution, underscoring the severe costs of inaction—estimated at \$400 million per day.

1. Related Tariff Concerns

Farmers and agricultural groups are expressing growing frustration and uncertainty as the federal government shutdown drags on and trade negotiations stall. With tariffs continuing to disrupt global markets, producers of crops like soybeans and corn are facing tough decisions about storage and sales amid shrinking market access and unclear prospects for economic aid. Many see potential disaster looming if trade talks with China fail to produce results soon, as administration officials consider tapping tariff revenues or the USDA's Commodity Credit Corporation to fund additional farm bailouts. However, the shutdown has halted USDA operations, delaying the release of this aid and preventing farmers from accessing critical support services and loans through local Farm Service Agency offices.

2. Tension Between USDA and Congressional Democrats

Simultaneously, tensions between the USDA and Congress have deepened, with Democrats accusing the department of withholding vital information about its shutdown contingency plans. While Republican staff received private briefings, Democrats were denied access, intensifying partisan divides over the handling of the crisis. Meanwhile, USDA is moving ahead with new rules tightening work requirements for Supplemental Nutrition Assistance Program (SNAP) participants, extending eligibility limits and reducing states' ability to waive them. Critics warn that these rapid changes, combined with the shutdown and high inflation, risk throwing the system into disarray and further straining rural and low-income communities already coping with economic instability.

3. TFG Special Report

The Ferguson Group (TFG) has released a [Special Report](#) outlining how this shutdown may impact local communities, and will continue to provide policy updates from Capitol Hill. The policy landscape remains fluid, but the TFG Special Report provides a key resource for understanding how these developments may affect sectors most critical to our organization's mission.

TRUMP 47 ADMINISTRATION

4. Spring Unified Agenda for Federal Agency Rulemaking

The Trump Administration's Spring Unified Agenda outlines an aggressive deregulatory push at EPA and the Interior Department. At EPA, the plan targets major climate, air, water, and chemical rules. The agency is moving to repeal the 2009 greenhouse gas endangerment finding, roll back Biden-era tailpipe standards, delay or weaken methane rules for oil and gas, and reconsider soot, smog, and power plant pollution limits. EPA also plans to narrow Clean Water Act protections for wetlands and small streams (consistent with the Supreme Court's *Sackett* decision), revise PFAS

drinking water and wastewater standards, and scale back coal industry water rules. Several chemical safety rules and reporting requirements are also slated for rollback or delay.

At Interior, Secretary Doug Burgum is advancing “zero-based regulatory budgeting,” with new rules carrying five-year sunset provisions. The Bureau of Land Management (BLM) plans to rescind the Biden-era public lands conservation rule and ease oil, gas, and mining development on public lands. The Fish and Wildlife Service (FWS) will propose Endangered Species Act (ESA) revisions and decide on delisting grizzly bears by January, while the Bureau of Ocean Energy Management (BOEM) plans to expand offshore mineral extraction.

5. Department of Interior (DOI), Bureau of Reclamation

a. Cooke Nomination Collapses

The White House asked Ted Cooke to withdraw as nominee for Bureau of Reclamation commissioner, leaving the agency without a confirmed leader amid sensitive Colorado River negotiations. Cooke, former head of the Central Arizona Project, attributed the withdrawal to paperwork issues and political opposition, including concerns from Upper Basin states about perceived bias. He defended his record working with diverse Arizona stakeholders and noted past commissioners from within the basin. The vacancy comes as seven basin states face a November 11 deadline to reach an agreement in principle on post-2026 river operations. Cooke warned that the leadership gap complicates consensus during a critical period for water management in the region. Meanwhile, Scott Cameron has been named the Acting Commissioner of the Bureau of Reclamation.

b. Agency Realignment and Efficiency

Our Reclamation agency realignment initiative is advancing through close collaboration between the Alliance, the National Water Resources Association (NWRA), and senior DOI and Reclamation leadership. Following the submission of a set of joint recommendations, leadership expressed strong support for key priorities: streamlining National Environmental Policy Act (NEPA) processes, expanding the role of local districts and contractors in operations and maintenance, and reducing duplicative reviews. DOI and Reclamation are committed to moving at least one or two of these reforms forward by year’s end, with milestones tied to upcoming national conferences – including our October annual conference -and a final wrap-up in December.

6. DOI, BLM: Public Lands Rule Poised for Repeal

Following OIRA review, the Bureau of Land Management plans to propose rescinding the 2024 Conservation and Landscape Health Rule, which placed conservation on equal footing with other uses across 245 million acres. Ranching and agricultural groups – including the Alliance - argued the 2024 policy threatened forage management and grazing access and added bureaucracy. Opponents of rescission, including former officials and conservation groups, said the rule was

needed to protect fragile landscapes and support restoration. The proposed repeal enters a 60-day comment period ending November 10, with lawsuits from six states still pending. Industry groups intend to support rescission during the comment process.

7. Environmental Protection Agency (EPA)

a. New WOTUS Rule

The Trump Administration is preparing a new Clean Water Act (CWA) rule that could narrow federal jurisdiction over wetlands. Western agriculture groups welcomed the effort for clarity, emphasizing exclusions for irrigation infrastructure to avoid regulatory uncertainty across Western delivery systems. A reported internal EPA presentation indicated wetlands would be regulated if they hold surface water through the wet season and have direct surface connections to rivers or streams that also flow during that season. Former and anonymous EPA staffers cautioned that the approach could significantly reduce federal coverage. The proposal follows the Supreme Court's 2023 *Sackett v. EPA* decision, which limited protections to wetlands with a continuous surface connection to relatively permanent waters and left several terms undefined.

b. CWA 401 Rule

EPA's 2023 Water Quality Certification Improvement Rule governs how states and tribes review federally licensed projects for compliance with local standards. Western states recently submitted comments to EPA's solicitation for public comment on the rule. California supported the rule's broader review framework, including consideration of impacts from entire activities and inclusion of groundwater, isolated waters, and nonpoint sources tied to federal permits. The state cautioned against duplicative federal requirements. Idaho urged targeted revisions emphasizing foreseeable, direct impacts, clearer project descriptions, and defined timelines. Nevada endorsed the broader scope to ensure comprehensive water-quality protection. Washington recommended leaving the rule intact to avoid regulatory whiplash. Wyoming sought a narrower framework, closer to 2020, and warned the definition of water-quality requirements is overly broad.

8. Department of Health Services: MAHA Report

The Trump Administration recently released a health policy roadmap (the "Make America Healthy Again, or MAHA initiative) emphasizing education, research, and voluntary commitments over new mandates on the food and agriculture sectors. Officials framed the approach as a government-wide effort addressing chronic disease while collaborating with industry and farmers. Agencies plan to explore definitions for ultra-processed foods and to update dietary guidelines; immediate pesticide restrictions were not included. USDA emphasized farmers as partners and pointed to voluntary corporate moves, pilots for regenerative practices, and proposals such as restoring whole milk in schools, fertility education, and distributing produce boxes to families receiving food assistance. Observers noted that interagency coordination would influence how far certain ideas advance.

DEVELOPMENTS IN THE 119TH CONGRESS

9. Senate Republicans Confirm 48 Trump Nominees After Rule Change

The Senate confirmed 48 of President Donald Trump's nominees in a single vote using newly adopted GOP rules that allow en bloc approval of lower-level, non-judicial nominees by simple majority. Republicans said the change addressed prolonged delays; Democrats criticized the process as rushed. Confirmed officials include Jessica Kramer (EPA Office of Water), Katherine Scarlett (White House Council on Environmental Quality), Leslie Beyer and Andrea Travnicek (Interior), and William Doffermyre (Interior Solicitor). USDA appointees include Dudley Hoskins, Scott Hutchins, and Richard Fordyce. The move marked a significant procedural victory for the administration, enabling faster staffing across agencies.

10. Senate to Consider Second Package of Trump Nominees

Senate Majority Leader John Thune (R-SD) has put forward a resolution to advance more than 100 Trump Administration nominees, many of them for energy and environment posts, under new Senate rules that allow bulk confirmation of nominees for lower-level positions. The package includes Federal Energy Regulatory Commission (FERC) nominees Laura Swett and David LaCerte, as well as Neil Jacobs for NOAA, Timothy Walsh for Energy's environmental management office, Lanny Erdos for the Office of Surface Mining, Ned Mamula for the U.S. Geological Survey, and several others. Some nominees, such as Audrey Robertson for DOE's renewables office and Michael Boren for USDA Undersecretary over the Forest Service, face Democratic criticism over ties to oil, gas, or past agency dealings.

The push comes after Senate Republicans lifted their "holds" on Treasury nominees following new guidance on renewable energy tax credits, though Sen. Ted Budd's (R-NC) protest over FEMA aid delays continues to block Homeland Security picks. Meanwhile, the Judiciary Committee is advancing more federal court nominees, and the Banking Committee plans votes on HUD and Treasury posts. However, the timing for floor consideration of Majority Leader Thune's nominee package remains uncertain.

11. SPEED Act Sparks Debate Over Permitting Reform

House Natural Resources Committee Chairman Bruce Westerman (R-Ark.) advanced the Standardizing Permitting and Expediting Economic Development (SPEED) Act (H.R. 4776) with Rep. Jared Golden (D-Maine). The bill would revise NEPA by setting review deadlines, narrowing agency analyses, and limiting litigation. Supporters argue it would accelerate energy, water, and infrastructure projects; critics warn it weakens environmental safeguards and public input. Democrats expressed mixed views. Some signaled openness to targeted reforms while questioning implementation. Ranking Member Jared Huffman (D-CALIFORNIA) sharply criticized the bill's approach.

Industry and agricultural groups – including the Alliance - largely backed the measure, asserting that NEPA has grown cumbersome and delays projects vital to Western water supply and infrastructure. For Alliance members, faster approvals could help irrigation upgrades, canal modernization, and conservation projects. Additional supporters include groups focused on forestry, wildfire mitigation, and rural economies. Opponents counter that recent staffing and funding have begun reducing backlogs and that narrowing reviews could undercut accountability.

Last month the Alliance sent a formal support letter to the House Natural Resources Committee and bill authors explaining why we support this legislation. We were approached by Committee staff, who are working towards a coalition to include support from the state/local level and have a goal of including letters from all 50 states before the House sends the bill to the Senate. I encourage all of you to send a letter supporting this bill to Madeline Kelley at Madeline.Kelley@mail.house.gov. Feel free to use our letter as a basis for your own letter, if that helps.

12. Farm Bill Timeline Slips as Year-End Looms

Prospects for a farm bill this fall have dimmed. House Republicans missed a target to advance a bill out of committee by late September, and Senate leaders now point to December at the earliest. Senate Agriculture Chair John Boozman (R-Ark.) forecasted year-end timing; Sen. John Hoeven (R-N.D.) suggested a deal could land before the end of 2025, while noting competing priorities such as nominees, the NDAA, and appropriations. Without action, Congress must extend the 2018 law again before December 31 to avoid disruptions to farm and nutrition programs.

13. Risch, Merkley Advocate for Urban Canal Repairs

Sens. Jim Risch (R-Idaho) and Jeff Merkley (D-Ore.) have introduced the Urban Canal Modernization Act to allow Bureau of Reclamation aging-infrastructure funds to address extraordinary maintenance for urban canals. They highlighted public-safety risks in developed corridors and cited the Klamath Basin's A Canal, built in 1906, as an example of aging infrastructure serving both agricultural and community needs. The senators said the bill would unlock federal grants for repairs in urbanized settings where funding access is often complicated.

14. House Panel Presses Corps on WRDA Implementation

On September 10, the House Transportation and Infrastructure Subcommittee on Water Resources and Environment examined implementation of recent Water Resources Development Acts (WRDAs). Chairman Mike Collins (R-Ga.) pressed the Army Corps on delays and cost overruns and cited dredging needs at Georgia ports. Ranking Member Frederica Wilson (D-Fla.) pointed to budget and staffing pressures while emphasizing the need for consistent funding. Members from Western states raised water-supply resilience, including Forecast-Informed Reservoir Operations and Airborne Snow Observatories (FIRO). Corps leadership described FIRO successes in California and potential application nationwide. On regulatory matters, Assistant Secretary of the

Army for Civil Works Adam Telle said a proposed rule would codify the *Sackett* decision and provide clarity on Waters of the United States.

15. House Committee Advances Weather Act Reauthorization

On September 10, the House Science, Space, and Technology Committee advanced the bipartisan Weather Act Reauthorization Act (H.R. 5089). The bill updates research programs, modernizes alerts, and expands NOAA's use of commercial weather data. Amendments covered tornado research, AI forecasting, harmful algal blooms, and rip-current warnings. The committee reported the bill unanimously for House consideration.

ALLIANCE INITIATIVES

16. New Leadership Elected to Family Farm Alliance Board of Directors

The Alliance Board of Directors has elected new officers who will guide the organization into 2026. Mark Hansen (WASHINGTON) has been elected President. Mr. Hansen raises irrigated forage crops and cattle in Washington's Kittitas Valley, drawing on a background that includes growing up on his family's California farm and working as a crop consultant after earning a Crop Science degree from Cal Poly. Since purchasing his Ellensburg hay ranch in 1995, he has been active in local agricultural and community organizations, while raising two children with his wife, Melissa. Other officers elected include: First Vice President Clinton Pine (IDAHO); Second Vice President Nate Eckloff (NEBRASKA); Treasurer Marc Thalacker (OREGON). In addition, Don Schwindt (COLORADO) will serve as Chairman of the Board. The officer slate was approved unanimously by the board of directors.

17. 2025 Annual Meeting and Conference

The Family Farm Alliance's 2025 Annual Meeting and Conference is right around the corner, kicking off October 29–31 in Reno, Nevada. With the theme *Flowing Forward: Shaping the Future of Western Water*, this year's gathering promises to be one of the most pivotal in the Alliance's history—bringing together farmers, ranchers, policymakers, and water managers to tackle urgent challenges facing irrigated agriculture in the West.

a. A Defining Transition in Leadership

The 2025 conference will mark a historic leadership transition. After 20 years at the helm, I will step down on October 31, passing the torch to Samantha Barncastle. Sam will make her debut as executive director during the two-part panel *Then and Now: The Evolution and Vision of the Family Farm Alliance*, featuring Alliance founders and rising leaders. Also happening at the 2025 annual meeting, the board presidency will pass from Paul Orme, who has served since early 2024, to Mark Hansen, a farmer from Washington's Yakima Basin (*see related discussion, above*).

b. Highlights from the Agenda

The two-day program is packed with timely sessions:

- **Reclamation Roundtable (Oct. 30, 8:45 a.m.)** – Acting Commissioner David Palumbo and Interior officials will discuss NEPA reform, local management, and cutting red tape, moderated by Keppen.
- **Monarch Butterfly Rulemaking (Oct. 30, 10:00 a.m.)** – A landmark ESA proposal will be examined by regulators, farm leaders, and conservationists.
- **Western Water at a Turning Point (Oct. 30, 1:15 p.m.)** – Congressional staff will share insights on federal water and ag policy.
- **Groundwater Management (Oct. 30, 2:00 p.m.)** – Experts from California, Colorado, and Oregon will spotlight practical sustainability strategies, moderated by Barncastle.
- **SNAKE RIVER IRRIGATION MODERNIZATION (Oct. 30, 3:30 p.m.)** – A look at partnerships tackling phosphorus-driven water quality issues.
- **Bridging the Currents (Oct. 31, 8:15 a.m.)** – Tribal leaders and irrigation managers will address salmon recovery, river health, and farm economies in the Northwest.
- **Then and Now: Alliance Evolution (Oct. 31, 9:45 a.m.)** – Reflections on the Alliance’s legacy and future vision.

Attendees can also enjoy a Friday matinee screening of *You Just Can’t See Them From the Road*, a California Rangeland Trust documentary on modern ranching.

c. Keynote Speakers

Last week, we learned that NRCS Chief Aubrey Bettencourt and the second-in-command at EPA’s Office of Water – Peggy Browne – have both agreed to deliver keynote addresses in Reno. We’re still working out the details as to who will join us from the Department of Interior, although we know we’ll have a strong contingent of folks joining us from the Bureau of Reclamation Commissioner’s office and the regional offices. Assuming the government is open for business, that is....

d. Honoring the Past, Investing in the Future

The conference will also feature the Patrick O’Toole Memorial Young Conservationist Scholarship, supporting the next generation of water and land stewards. Pat believed deeply in building the next generation. This scholarship ensures his legacy continues. Registration is open now at www.familyfarmalliance.org. Don’t miss the chance to be part of this pivotal conversation at the end of the month.

18. 2025 Farmer Lobbyist Trip

The Family Farm Alliance capped off one of its most successful Farmer Lobbyist trips to

Washington, D.C., with more than 50 meetings across Capitol Hill and the Trump Administration in just two and a half days. The annual trip, a cornerstone of the Alliance’s advocacy program, brought producers and water managers from nine Western states directly into the halls of Congress and federal agencies to press for practical solutions on water, forestry, and agriculture policy. The group’s agenda emphasized modernizing aging infrastructure, streamlining regulatory processes, and sustaining conservation programs that allow farmers to do more with less water. Discussions focused on tools like Reclamation’s Aging Infrastructure Account and Natural Resources Conservation Service programs such as PL-566 and EQIP, which members highlighted as critical but too often slowed by red tape.

Meetings with senior officials underscored that message. At Interior, Acting Assistant Secretary for Water and Science Scott Cameron pledged that the Trump Administration was going to be “a better friend to farmers,” while at the White House Council on Environmental Quality, newly confirmed Chair Katherine Scarlett outlined plans to reform National Environmental Policy Act and Endangered Species Act processes to improve project delivery. Environmental Protection Agency officials signaled openness to Alliance concerns over watershed mapping, pesticides, and liability for PFAS contamination. Alliance representatives also met with members of Congress from Oregon, California, Arizona, Washington, Idaho, Colorado, Wyoming, and Nebraska. Conversations touched on the slow-moving “skinny” farm bill, forestry and watershed health, and the need to reauthorize the WIIN Act.

We saw a real willingness from both sides of the aisle to find bipartisan solutions, particularly on forest management and project delivery. It’s clear our message is resonating at the right time. This was one of the most effective Farmer Lobbyist trips I’ve been on. A big reason for that was the professional support and initiative shown by our advocates in Washington – The Ferguson Group. Our members can be proud—our voice was heard loud and clear in D.C.

19. Executive Director Transition

Samanth Barncastle is now 60 days into working with the Alliance contractor team. I will still serve as executive director until October 31, my last day. Sam will assume the role as executive director at the end of the annual conference general session. On October 16, she will be the keynote speaker at the [2025 Water Sustainability Summit](#), hosted by our friend Mauricio Guardado and his team at United Water Conservation District in Ventura County, California. Feel free to reach out and welcome Sam at her official new email address: samantha@familyfarmalliance.org.

20. Transportation-Related Costs of Water Infrastructure Projects

As presented by Scott Petersen on our last ZOOM call, we believe many of you have concerns about transportation-related cost-drivers on water infrastructure projects. Consider the following California examples, included in the table below:

Project Name	Project Location	Total Project Cost	Transportation Related Costs	Transportation Percentage of Total Cost
B.F. Sisk Dam Raise and Reservoir Expansion Project	San Joaquin Valley, CA	\$1.1B	\$525M	48%
Delta-Mendota Canal Subsidence Correction Project	San Joaquin Valley, CA	\$1.7B	\$425M	25%
Sites Reservoir	Sacramento Valley, CA	\$6.2 - 6.8B	\$985M	14%

Some of our California members are working to build a coalition that would use the upcoming federal surface transportation reauthorization to secure funding for critical water infrastructure projects that support irrigated agriculture. Encouragingly, there is both an understanding of the issue and early involvement from Congressional committee leadership staff.

So – as reminder – we’re asking our members to review projects you are working on and provide information on how much of the total project cost is related to transportation work (new roads / bridges, relocating roads/bridges, etc.). Please provide as much information as possible by this Friday, October 10. We’ll compile a list of our responses and share that with the Committee. Thanks for your consideration. If you have any questions, please do not hesitate to contact me, Sam or Scott Petersen.

WESTERN WATER “HOT SPOTS”

21. A Change in the Weather....

Forecasters now place a 71% chance on La Niña developing this fall, which is expected to drive significant shifts in weather across the western U.S. In California, state climatologists warn of “extreme” wet-dry swings and severe storm events through the rainy season, heightening risks tied to climate-driven variability. Meanwhile, the Pacific Northwest may see relief from drought conditions, as La Niña typically redirects the jet stream to bring wetter and colder weather to the region. Current models suggest the event will likely be weak and short-lived, with about even odds it persists into early 2026 before conditions return to normal by spring.

22. Columbia and Snake River Basins (ID/OR/MT/WA)

e. House Panel Weighs Bill to Block Snake River Dam Removal

On September 3, the House Natural Resources Subcommittee on Water, Wildlife and Fisheries held a hearing on the Defending Our Dams Act (H.R. 2073) from Rep. Dan Newhouse (R-Wash.). The bill would bar federal funds from studying, removing, or functionally altering the four Lower Snake River dams and would require joint approval from the Army and Bonneville Power Administration for fish-spill operations. Subcommittee Chair Harriet Hageman (R-Wyo.) linked the measure to the administration's withdrawal from the Resilient Columbia Basin Agreement and said stakeholders view the settlement as a path toward dam breaching. Administration witnesses emphasized hydropower, navigation, and irrigation benefits, noting power for hundreds of thousands of homes and the dams' role in wheat exports. Democrats cautioned against restricting studies or operational flexibility, and NOAA raised concerns about spill limits and juvenile salmon survival. Nez Perce Chairman Shannon Wheeler opposed the bill on treaty and recovery grounds. Last summer's tour by the Family Farm Alliance and Idaho Water Users Association highlighted agricultural reliance on the dams for energy and navigation.

f. Tribes, States, Environmental Groups Seek to Revive Snake River Dam Lawsuit

Following the administration's withdrawal from the Resilient Columbia Basin Agreement, tribes, environmental groups, and the states of Oregon and Washington asked a federal judge to lift a stay and reopen litigation over Columbia Basin hydropower impacts on endangered salmon and steelhead. Filings submitted September 12 proposed a schedule that could restart legal activity as soon as this week. Plaintiffs argue dam removal studies and broader recovery actions are necessary to protect salmon and honor treaty obligations; agricultural and utility groups counter that removal would disrupt irrigation, navigation, and clean energy. The dams power hundreds of thousands of homes and move a significant portion of U.S. wheat exports. The Justice Department has indicated it may seek to move directly to summary judgment to expedite resolution.

23. Colorado River Basin: New NGO Report

A new report from a coalition of environmental organizations warns that the Colorado River system is at the brink of collapse and calls for urgent policy changes to prevent disaster. The report highlights critically low water levels behind Glen Canyon Dam, raising the risk that hydropower production could fail and water deliveries to millions could be disrupted. The groups urge immediate reductions in water demand, changes to dam operations, and greater transparency in water management negotiations among the seven western states that depend on the river. They argue that the river's current management framework has failed to adapt to worsening drought and climate change impacts.

The report emphasizes the stakes: the Colorado River supplies water to over 40 million people, irrigates farmland across the Southwest, supports 30 tribal nations, and flows into two states in

Mexico. With another poor water year looming, experts warn the system may not withstand continued strain without significant intervention. The advocacy groups behind the report—including the Great Basin Network, Sierra Club, Save the Colorado, and the Glen Canyon Institute....no real friends of agriculture—press for stronger leadership and collaboration to implement long-term solutions that balance ecological health with human needs. Without such changes, they claim, the river could face irreversible decline.

24. Balancing AI Growth and Water Resources

The rapid global expansion of data centers to support artificial intelligence is straining water resources, particularly in arid regions like the western U.S., prompting heightened scrutiny and new regulations such as California’s requirement for facilities to disclose water use. With hyperscale capacity doubling every four years and electricity consumption projected by the International Energy Agency to nearly double by 2030, major operators like Microsoft, Amazon, Google, and Meta are pledging to become “water positive” by 2030. Yet, siting new centers in drought-prone areas has fueled conflict with agricultural users, as seen in Arizona. At the same time, technology and agriculture are finding opportunities for collaboration: companies like Amazon Web Services are co-investing in irrigation modernization and precision agriculture to reduce water demand and bolster farm resilience, aligning sustainability goals with shared resource challenges.

ADMINISTRATIVE & MISCELLANEOUS

- I'm sure many of you have been following the controversial move in California to reorganize Congressional districts. This has some very real ramifications for our rural California members, including Nadine Bailey, our director from Northern California. Nadine and several other Family Farm Alliance supporters are interviewed in this excellent story about how this redistricting move could have a very real impact on real rural people. Check it out here: <https://calmatters.org/politics/2025/09/redistricting-modoc-marin/>
- The Western States Water Council (WSWC) last month announced the appointment of J.D. Strong as its new Executive Director, effective September 1, 2025, following the retirement of longtime Executive Director Tony Willardson. Tony’s retirement comes after 46 years of dedicated service to the WSWC. Strong most recently served as Director of the Oklahoma Department of Wildlife Conservation and previously as Director of the Oklahoma Water Resources Board (OWRB).

This is a quick summary of just a few of the issues the Alliance has been engaged in. Please do not hesitate to contact me at 541-892-6244 or dan@familyfarmalliance.org if you would like further information about what the Alliance is doing to protect water for Western irrigated agriculture.



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Hammonds Ranch

Executive Director
Michael Wade

TO: San Luis & Delta-Mendota Water Authority Board of Directors

FROM: Mike Wade, Executive Director

DATE: October 6, 2025

RE: Program and Activities Update

Efficiency From All Seven Basin States is the Path Forward

The Coalition continues to successfully place opinion pieces in media outlets to inform the public and policymakers about the challenges and solutions facing California agriculture. Most recently, the Coalition's op-ed, "*Efficiency From All 7 Basin States is the Path Forward*," <https://azcapitoltimes.com/news/2025/10/03/efficiency-from-all-7-basin-states-is-the-path-forward/> was published on October 3 in the *Arizona Capitol Times*. This piece encourages other Colorado River Basin States to follow California's example of using innovative conservation programs to reduce demand and help stabilize water levels in Lake Mead — a message aimed at guiding collaborative solutions as new post-2026 Colorado River operating guidelines are developed.

Throughout 2025, the Coalition has addressed a wide range of important water supply issues in its editorial efforts. Topics have included California's persistently low Central Valley Project (CVP) allocations, the ongoing Bay-Delta Plan debate, including Healthy Rivers and Landscapes, the need for additional storage like Sites Reservoir, and a statement for the Water Blueprint for the San Joaquin Valley on Governor Newsom's signing of SB 72 to strengthen the California Water Plan. These timely, issue-focused pieces are written to ensure that farm water voices are heard in policy discussions and that the public understands the value of reliable water supplies for food production and local economies.

This year, to date, the Coalition has produced 19 editorial pieces, with 14 of them published — an excellent 74 percent publication rate. This success underscores the Coalition's commitment to elevating the farm water perspective and helping people learn more about California's water supply, conservation, and the future of farming throughout the state.

Presentations

CAIA - The Coalition gave a presentation to the California Ag Irrigation Association titled, "From Boomers to Zoomers: How the California Farm Water Coalition Swapped Facebook for Instagram and Grew a Fresher Following." The presentation focused on CFWC's strategy of using new and innovative communications platforms over the years, from highway banners to theater advertising to comprehensive social media campaigns. Facing the challenge of trying to reach a younger (18-44) age group, the Coalition adjusted its campaign to a platform more heavily used by this audience. In addition, social media posts were changed to a style suitable for younger people.

From 2022 to 2025, the Coalition's audience reach grew from 2.1 million to over 8 million. At the same time, the percentage of the Coalition's younger audience almost doubled from around 40% to about 80%, while the older, 45-65+ numbers declined from approximately 59% to about 22% of the total audience, a remarkable success.

MWD – The Coalition was asked to update the Metropolitan Water District's Ag & Tribal Partnerships ad hoc committee on Coalition activities. Following a brief history of the organization, I provided a short list of major organizational priorities, including SGMA and Groundwater Recharge, Post-2026 Colorado River Operational Guidelines, Bay-Delta Plan and Healthy Rivers and Landscapes, and outreach on the need for water storage and infrastructure investments. Lastly, I provided examples of the Coalition's social media activities, including Instagram reels as part of the Cultivate California program, our interactive exhibits at the Museum of Science and Curiosity, and our op-ed and informational pieces that are published by news outlets.