



Meeting Agenda

Date & Time: 12/11/2025 | 9:30 AM

Location: SLDMWA Boardroom

Board of Directors Regular Meeting

842 6th Street, Los Banos

(List of Member/Alternate Telephonic Locations Attached)

Public Participation Information

Join Zoom Webinar -

<https://us02web.zoom.us/j/88231344041?pwd=MF2ZSxSNMSiBwTY1YB7OzeeQiGZXVR.1>

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.

Agenda

Item	Topic	Lead

1.	Call to Order/Roll Call	
2.	Board to Consider Additions or 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

4.	Approval of November 6, 2025 Meeting Minutes	
5.	Acceptance of Financial & Expenditures Reports	
6.	Acceptance of Staff Reports: a. O&M Budget to Actual b. Operations & Maintenance c. Science Program d. Activity Agreements e. Procurement Activity	

ACTION ITEMS

7.	Water Resources Committee Recommendation to Adopt Policy Framework and Policy Action Plan for Fiscal Year 2027	Petersen

8. **Water Resources Committee Recommendation Regarding Adoption of Staff Recommendation for Positions on Legislation** Petersen
 - A. H.R. 6229 (Schrier), the Water Infrastructure Finance and Innovation Act Amendments of 2025
 - B. S. 2753 (Risch), Urban Canal Modernization Act
 - C. H.R. 3717 (Harder), Golden Mussel Eradication and Control Act of 2025
9. **Adoption of Resolution Authorizing Execution of Agreement for the Acquisition of Water by the United States, and San Luis & Delta-Mendota Water Authority from the San Joaquin River Exchange Contractors Water Authority 2026-2038 and Actions Related Thereto** Arroyave, Harms
10. **Adoption of Resolution Authorizing Execution of the Exchange Contractors 2026-2038 Transfers Activity Agreement and Actions Related Thereto** Arroyave, Harms
11. **Adoption of Resolution Authorizing Execution of Amendment No. 7 to the Agreement for the Supply and Conveyance of Water by the Department of Water Resources Under the Dry Year Water Purchase Program SWPAO No. 14-803 and Actions Related Thereto** Arroyave, Harms
12. **Grassland Basin Drainage Steering Committee Recommendation Regarding Adoption of Resolution Authorizing Consent to Assignment of Operation and Maintenance Services Associated with the Grassland Bypass Project from Panoche Drainage District to Grassland Basin Authority** Harms

REPORT ITEMS

13. Report on Strategic Plan Implementation Barajas
14. Update on Invasive Species Impacts and Response: Golden Mussels Arroyave, Petersen
15. Report on State and Federal Affairs Petersen, Cardoza, Olsen
16. Executive Director's Report Barajas
(May also include reports on activities re: 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)
17. Chief Operating Officer's Report Arroyave
(May include reports on activities re: 1) OM&R; 2) Infrastructure Projects; 3) Water transfers, exchanges, and release program)
18. Update on Water Operations and Forecasts Arroyave, USBR
19. 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

20. 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
- g. Great Valley Farm Water Partnership

21. Board Member Reports

22. CLOSED SESSION

Akroyd,
Barajas

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

TITLE: Executive Director

TITLE: General Counsel

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; 9th Cir. Case No. 25-6697 (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)
- 23.** Return to Open Session
 - 24.** Report from Closed Session, if any, Required by Government Code Section 54957.1
 - 25.** Reports Pursuant to Government Code Section 54954.2(a)(3)
 - 26.** 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

DECEMBER 11, 2025

7357 W. Tenaya Ave
Fresno, CA 93723

15671 W. Oakland Ave
Five Points, CA 93624



Meeting Minutes

Date & Time: 11/06/2025 | 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: Anthea Hansen, Director
Ed Pattison, Director
Division 2: Justin Diener, Director (via ZOOM)
William Bourdeau, Director
Aaron Barcellos, Director
Bill Diedrich, Director
Division 3: Chris White, Alternate
Cannon Michael, Chair/Director
Michael Gardner, Alternate
Division 4: Aaron Baker, Director
Dana Jacobson, Director
Brett Miller, Alternate
Division 5: Allison Febbo, Director
Manny Amorelli, Director
Friant Representative:
Johnny Amaral, Alternate

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
Lauren Viers, Accounting Manager
Eddie Reyes, Information Systems Technician

Others Present

Kristin Olsen-Cate, California Strategies (ZOOM)
John Wiersma, Henry Miller Reclamation District
Duane Stroup
Brandon Souza, Farm Water Coalition (ZOOM)
Levi Johnson, Reclamation (ZOOM)
Wilson Orvis, Friant Water Authority
Ingrid Shepline, Richardson & Co. (ZOOM)

Authority Representatives Present

Agenda

Item	Topic	Lead

1.	Call to Order/Roll Call – The meeting was called to order at approximately 9:30 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 4-7: Board to Consider: 4) October 9, 2025 Meeting Minutes, 5) Acceptance of the Financial & Expenditures Reports, 6) Acceptance of Treasurer's Report, and 7) Acceptance of Staff Reports - M/S - Motion by Director William Bourdeau, seconded by Director Anthea Hansen, the Board accepted the October 9, 2025 meeting minutes, Financial & Expenditure Reports, Treasurer's Report, and Staff Reports. Vote: Ayes – Hansen, Pattison, Diener, Bourdeau, Barcellos, Diedrich,	

White, Michael, Baker, Jacobson, Miller, Febbo, Amorelli; Nays – 0; Abstentions – 0.

5. **Agenda Item 8: Water Resources Committee Recommendation Regarding Execution of Memorandum of Understanding to Advance a Dredging and Channel Maintenance Strategy** Petersen

- Water Policy Director Scott Petersen reviewed the memorandum included in the packet, and provided a brief background regarding siltation and diversion challenges in the south Delta. Petersen reported that the MOU is intended to demonstrate the support of signatory agencies to develop an integrated dredging and channel maintenance strategy to address channel maintenance and siltation removal efforts in the relevant areas of the Delta. Petersen reported that this group would support efforts for streamlined permitting, planning, and implementation of channel-maintenance and dredging projects. Petersen described the connection with Great Valley Farm Partnership. Petersen answered questions throughout his presentation.

M/S - Motion by Director William Bourdeau, seconded Director Bill Diedrich, the Board adopted the staff recommendation regarding execution of Memorandum of Understanding to advance a Dredging and Channel Maintenance Strategy. Vote: Ayes - Hansen, Pattison, Diener, Bourdeau, Barcellos, Diedrich, White, Michael, Baker, Jacobson, Miller, Febbo, Amorelli; Nays – 0; Abstentions – 0.

6. **Agenda Item 9: Finance & Administration Committee Recommendation Regarding Authorization to Execute Fourth Amendment and Related Budget Increase of \$84,100 for DCI Arc Flash Investigation and Fault Analysis Project Task Order with DHR Hydro Services, Inc.** Arroyave, McNeil

– Chief Operating Officer Pablo Arroyave introduced the item, and provided a brief background. Arroyave reported DHR Hydro Services' (DHR) efforts to restore the DCI Plant back to fully operational have taken considerably more time than previously expected due to Reclamation requirements and difficulties in executing a construction agreement. Arroyave reported that installation of the two new motor control cabinets was originally planned to occur in September, but the outage was cancelled due to pumping concerns, which resulted in additional negotiations with the contractor and a Board issued change order. Arroyave reported that these unexpected delays and complexities have required DHR to almost double the expected support required to complete the project, resulting in this proposed fourth amendment, and the need for Board authorization for a budget increase.

M/S - Motion by Director Aaron Barcellos, seconded by Alternate Aaron Baker, the Board authorized execution of Fourth Amendment and related budget increase of \$84,100 for DCI Arc Flash Investigation and Fault Analysis Project Task Order with DHR Hydro Services, Inc. Vote: Ayes - Hansen, Pattison, Diener, Bourdeau, Barcellos, Diedrich, White, Michael, Baker, Jacobson, Miller, Febbo, Amorelli, Amaral; Nays – 0; Abstentions – 0.

7. **Agenda Item 10: Finance & Administration Committee Recommendation Regarding Acceptance of Final Fiscal Year 2023 Audited Financial Statements** – Director of Finance Ray Tarka introduced Ingrid Shepline from Richardson & Co. Shepline reviewed the audited financial statements for Fiscal Year 2023, and provided a high-level summary of significant changes from Fiscal Year 2022 to Fiscal Year 2023. Shepline reviewed the single audit reports, and the corrective action plan. Shepline answered Board member questions throughout the presentation.
M/S – Motion by Director Manny Amorelli, seconded by Director Dana Jacobson, the Board accepted the Final Fiscal Year 2023 Audited Financial Statements. Vote: Ayes - Hansen, Pattison, Diener, Bourdeau, Barcellos, Diedrich, White, Michael, Baker, Jacobson, Miller, Febbo, Amorelli, Amaral; Nays – 0; Abstentions – 0. Tarka
8. **Agenda Item 11: Planning Committee and Finance & Administration Committee Recommendations Regarding Adoption of Cost Allocation Recommendations for Phase 1 of the DMC Subsidence Correction Project** – Executive Director Federico Barajas reviewed the memo, illustrative cost scenarios for Tasks 1, 2, 3, and 4, and the effects of cost allocation recommendations for Phase 1, which were included in the packet. Barajas reported that staff continues to recommend utilizing non-reimbursable grant funding for Phase 1 of the DMC Subsidence Correction Project. Barajas reviewed the key milestone schedule anticipated for Phase 1, Tasks 1-4, which was handed out at the meeting. Barajas answered Board member questions throughout the presentation.
M/S – Motion by Director Justin Diener, seconded by Director William Bourdeau, the Board adopted Cost Allocation recommendations for Phase 1 of the DMC Subsidence Correction Project. Vote: Ayes – Hansen, Diener, Bourdeau, Diedrich, White, Michael, Baker, Jacobson, Miller, Febbo, Amorelli, Amaral; Nays – Pattison, Barcellos; Abstentions – 0. Barajas, Arroyave
9. **Agenda Item 12: Adoption of Resolution Adopting 2026 Regular Meeting Calendar for the San Luis & Delta-Mendota Water Authority Board of Directors, Water Resources Committee, Finance & Administration Committee, and Planning Committee** – Executive Director Federico Barajas reviewed the memo included in the packet regarding regular meetings of the Board of Directors, Water Resources Committee, Finance & Administration Committee, and Planning Committee for calendar year 2026, and the proposed resolution for Board approval. Barajas noted the two meeting dates outside of the normal calendar dates due to a holiday and the ACWA conference.
M/S – Motion by Director Bill Diedrich, seconded by Alternate Chris White, the Board adopted the Resolution adopting 2026 Regular Meeting Calendar for the San Luis & Delta-Mendota Water Authority Board of Directors, Water Resources Committee, Finance & Administration Committee, and Planning Committee. Vote: Ayes – Hansen, Pattison, Diener, Bourdeau, Barcellos, Diedrich, White, Michael, Baker, Jacobson, Miller, Pucheu, Febbo, Amorelli; Nays – 0; Abstentions – 0. Barajas

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10. **Agenda Item 13: Update on O'Neill Pumping/Generating Plant Rehabilitation Project.** - Chief Operating Officer Pablo Arroyave introduced the item. Arroyave reported that contractor welding actions and resulting issues made the spare transformer inoperable, and unable to be put into service. Arroyave reported that the important relay work was completed, which will shorten the needed outages in the future by several days. Arroyave, McNeil
11. **Agenda Item 14: Report on State and Federal Affairs – Water Policy** Director Scott Petersen reviewed documents included in the packet. Petersen provided federal updates related to federal confirmations, USFWS regulatory action, government funding/shutdown, proposed Endangered Species Act regulatory changes, legislative activity, and Supreme Court activity. Petersen additionally provided a California legislative update and updates regarding California regulatory activity. Petersen answered Board questions throughout his presentation. Kristin Olsen-Cate provided additional updates. Petersen
12. **Agenda Item 15: Executive Director's Report** Barajas
- a. **Government Shutdown** – Executive Director Federico Barajas reported that throughout the government shutdown, Reclamation has been able to get approval to remain operational, through the end of next week. However, Department of Interior consolidated services have been impacted during the government shutdown.
 - b. **SOD Drought Plan** – Executive Director Federico Barajas reported that staff is coordinating with Reclamation regarding the loss factor associated with water available in the drought pool. Barajas reported that staff is also coordinating with Reclamation on greater operational flexibilities with drought pool use.
 - c. **FY2027 Budget** – Executive Director Federico Barajas reported that the OM&R Budget has been presented to the O&M Committee, and has been brought to the Finance & Administration Committee. Barajas reported that a Budget Workshop with the board is scheduled for December.
 - d. **ACWA Social Event** – Executive Director Federico Barajas reported that the Authority will be hosting a member agency social luncheon on Thursday at the ACWA conference, and an invite will be coming out soon.
13. **Agenda Item 16: Chief Operating Officer's Report** Arroyave
- a. **Golden Mussels** – Chief Operating Officer Pablo Arroyave reported that the Authority is considering engaging with a consultant to do a Golden Mussel assessment, which would be a facilities specific assessment.
 - b. **DCI Outage** – Chief Operating Officer Pablo Arroyave reported that the DCI Outage is scheduled to proceed as planned November 17, 2025 through mid-December.
14. **Agenda Item 17: Update on Water Operations and Forecasts** – Levi Arroyave, Johnson from Reclamation provided updates regarding operations, CVP Johnson
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supply, and reservoir storage. Arroyave and Johnson answered Board member questions throughout the presentation.

15. **Agenda Item 18: Committee Reports**
 - a. Water Resources Committee – No report.
 - b. Finance & Administration Committee – No report.
 - c. O&M Technical Committee – Committee Chair Chris White reported that the O&M Technical Committee meeting met October 27, 2025, and recommended the proposed budget for adoption.
 - d. Planning Committee – No report.
16. **Agenda Item 19: Outside Agency/Organization Reports**
 - a. **Family Farm Alliance (FFA)** – Report included in the packet. Director/ Vice-Chair William Bourdeau spoke briefly on the annual conference. Water Policy Director Scott Petersen noted new Board President Marc Hanson.
 - b. **Farm Water Coalition** – Brandon Souza reviewed the report included in the packet, and provided additional information.
 - c. **Association of California Water Agencies** – Chair Cannon Michael reported that the ACWA Conference is coming up in December. General Counsel Rebecca Akroyd reported that Legal Affairs has recommended ACWA sign on to several amicus briefs.
 - d. **San Joaquin Valley Water Blueprint Effort** – 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 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 provided a brief update regarding recent meetings.
 - g. **Great Valley Farm Water Partnership** – Water Policy Director Scott Petersen met regarding priority activities including MOU channel maintenance, SOD gates, and improving conveyance/storage.
17. **Agenda Item 20: Board Member Reports** – None.
18. **Agenda Items 21-23: Closed Session** – Chair Cannon Michael adjourned the open session to address the items listed on the Closed Session Agenda at approximately 11:38 a.m. Upon return to open session at approximately 11:58 a.m., Chair Cannon Michael reported that no reportable actions were taken in closed session. Akroyd
19. **Agenda Item 24: Reports Pursuant to Government Code Section 54954.2(a)(3)** – No reports.
20. **Agenda Item 25: Adjournment** – The meeting was adjourned at approximately 11:59 a.m.



Official Memorandum

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

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

DATES: December 11, 2025

Attached are the Financial & Expenditures Reports.

San Luis & Delta-Mendota Water Authority

Receivable Activity Report (Does Not Include Water Payment Transactions)

Month Ending October 31, 2025

	MEMBERS	USBR EMERGENCY	OTHER	TOTAL RECEIVABLE
RECEIVABLE BALANCE SEPTEMBER 30, 2025	\$ 1,411,544.28	\$ -	\$ 1,353,714.70	\$ 2,765,258.98
Billings:				
ACWA/JPIA - Claim reimbursement			15,944.29	15,944.29
BF Sisk Cash Call			1,400,000.00	1,400,000.00
Cobra - Various Employees			4,504.15	4,504.15
Miscellaneous - Reimbursed (vendor refund)			1,562.79	1,562.79
SJRECWA Transfers - Various Districts			2,828,186.24	2,828,186.24
San Joaquin Valley Drainage Authority			2,668.64	2,668.64
State of CA Depart of Tax & Fee Admin - Diesel Fuel Refund			2,053.22	2,053.22
TOTAL BILLINGS	\$ -	\$ -	\$ 4,254,919.33	\$ 4,254,919.33
Collections:				
BF Sisk Cash Call			15,223.00	15,223.00
Central Delta-Mendota Region JPA			9,464.88	9,464.88
Cobra - Various Employees			3,698.82	3,698.82
Los Banos Property Mgmt. Services			470.00	470.00
Miscellaneous - Reimbursement for Pass-through Expenses			114.98	114.98
Membership - FY26 Installments	979,960.33			979,960.33
SJRECWA Transfers - Various Districts			2,828,186.24	2,828,186.24
Volta Wells Groundwater - Various Districts			258.02	258.02
				0.00
TOTAL COLLECTIONS	\$ 979,960.33	\$ -	\$ 2,857,415.94	\$ 3,837,376.27
RECEIVABLE BALANCE OCTOBER 30, 2025	\$ 431,583.95	\$ -	\$ 2,751,218.09	\$ 3,182,802.04

**San Luis & Delta-Mendota Water Authority
SLDMWA**

AR | Monthly Invoices

October 1, 2025 - October 31, 2025

Customer	Trans Type	Date	Document #	Category	Amount	Memo
0265 St of CA Depart of Tax & Fee Admin	Invoice	10/7/2025	INVWA1558	MISC	\$20.22	Fuel tax refund 2nd Qtr of 2025 Interest
EFWD-MISC Eagle Field Water District	Invoice	10/10/2025	MH387	MISC	\$10,956.30	WY25 SJRECWA Water Transfer - September 2025
WWD-MISC Westlands Water District	Invoice	10/10/2025	MH388	MISC	\$2,817,229.94	WY25 SJRECWA Water Transfer - September 2025
BBID-MISC Byron-Bethany Irrigation District	Invoice	10/13/2025	INVWA1456	MISC	\$15,223.00	B.F. Sisk Dam Raise \$1.4M Cash Call
TRACY-MISC City of Tracy	Invoice	10/13/2025	INVWA1457	MISC	\$76,607.00	B.F. Sisk Dam Raise \$1.4M Cash Call
DPWD-MISC Del Puerto Water District	Invoice	10/13/2025	INVWA1458	MISC	\$55,957.00	B.F. Sisk Dam Raise \$1.4M Cash Call
SBCWD-MISC San Benito County Water District	Invoice	10/13/2025	INVWA1459	MISC	\$76,607.00	B.F. Sisk Dam Raise \$1.4M Cash Call
VALLEY-MISC Valley Water	Invoice	10/13/2025	INVWA1460	MISC	\$919,524.00	B.F. Sisk Dam Raise \$1.4M Cash Call
WWD-MISC Westlands Water District	Invoice	10/13/2025	INVWA1461	MISC	\$256,082.00	B.F. Sisk Dam Raise \$1.4M Cash Call
	Invoice	10/15/2025	INVWA1559	MISC	\$48.54	
	Invoice	10/15/2025	INVWA1560	MISC	\$1,119.68	
	Invoice	10/15/2025	INVWA1561	MISC	\$1,119.68	
	Invoice	10/15/2025	INVWA1562	MISC	\$2,216.25	
0277 Dell USA LP	Invoice	10/30/2025	INVWA1571	MISC	\$1,562.79	Refund - Invoice # TB_750077769_374 850153
0265 St of CA Depart of Tax & Fee Admin	Invoice	10/31/2025	INVWA1563	MISC	\$2,033.00	Fuel tax refund 3rd Qtr of 2025
Total					\$4,236,306.40	

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

ID	Customer	(30)	(60)	(90)	(>90)	Category	Total
CAMP-MEMB	CAMP-MEMB Camp 13 Drainage District	\$0.00	\$0.00	\$0.00	\$79,309.00	MEMBERSHIP	\$79,309.00
FARMERS WD-MEMBER	FARMERS WD-MEMBER Farmers Water Distric	\$0.00	\$0.00	\$0.00	\$190,706.00	MEMBERSHIP	\$190,706.00
MERCED CO-MEMB	MERCED CO-MEMB Merced County	\$0.00	\$0.00	\$0.00	\$6,113.98	MEMBERSHIP	\$6,113.98
OFWD-MEMB	OFWD-MEMB Oak Flat Water District	\$0.00	\$0.00	(\$1,188.00)	\$0.00	MEMBERSHIP	(\$1,188.00)
PDD-MEMB	PDD-MEMB Panoche Drainage District	\$0.00	\$0.00	\$0.00	\$156,726.00	MEMBERSHIP	\$156,726.00
PWD-MEMB	PWD-MEMB Pacheco Water District	\$0.00	\$0.00	\$0.00	(\$0.01)	MEMBERSHIP	(\$0.01)
SLWD-MEMB	SLWD-MEMB San Luis Water District	\$0.00	\$0.00	\$0.00	(\$10.00)	MEMBERSHIP	(\$10.00)
WWD-MEMB	WWD-MEMB Westlands Water District	\$0.00	\$0.00	\$0.00	(\$73.02)	MEMBERSHIP	(\$73.02)
0265	0265 St of CA Depart of Tax & Fee Admin	\$0.00	\$2,053.22	\$0.00	\$2,022.00	MISC	\$4,075.22
0277	0277 Dell USA LP	\$0.00	\$1,562.79	\$0.00	\$0.00	MISC	\$1,562.79
0304		\$0.00	\$0.00	\$0.00	(\$194.16)	MISC	(\$194.16)
0333		\$0.00	(\$97.08)	\$0.00	\$0.00	MISC	(\$97.08)
0334		\$0.00	\$2,216.25	\$2,216.25	\$2,216.25	MISC	\$6,648.75
ACWA	ACWA ACWA/JPIA	\$0.00	\$0.00	\$15,944.29	\$0.00	MISC	\$15,944.29
BVWD-MISC	BVWD-MISC Broadview Water District	\$0.00	\$0.00	\$0.00	\$5,978.02	MISC	\$5,978.02
CCWD-MISC	CCWD-MISC Contra Costa Water District	\$0.00	\$0.00	\$0.00	\$11,364.00	MISC	\$11,364.00
DPWD-MISC	DPWD-MISC Del Puerto Water District	\$0.00	\$55,957.00	\$0.00	\$0.00	MISC	\$55,957.00
DWR	DWR Department of Water Resources	\$0.00	\$0.00	\$0.00	\$1,037,146.24	MISC	\$1,037,146.24
EBMUD-MISC	EBMUD-MISC East Bay Municipal Utility District	\$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	\$239.46	MISC	\$239.46
GWD-MISC	GWD-MISC Grassland Water District	\$0.00	\$0.00	\$0.00	\$6,224.73	MISC	\$6,224.73
MSWD-MISC	MSWD-MISC Mercy Springs Water Distirt	\$0.00	\$0.00	\$0.00	\$384.61	MISC	\$384.61
PANOCH-MISC	PANOCH-MISC Panoche Water District	\$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	\$10,797.47	MISC	\$10,797.47
PID-MISC	PID-MISC Patterson Irrigation District	\$0.00	\$0.00	\$0.00	\$723.89	MISC	\$723.89
PWD-MISC	PWD-MISC Pacheco Water District	\$0.00	\$0.00	\$0.00	\$530.49	MISC	\$530.49
SBCWD-MISC	SBCWD-MISC San Benito County Water District	\$0.00	\$76,607.00	\$0.00	\$1,870.90	MISC	\$78,477.90
SJVDA	SJVDA San Joaquin Valley Drainage Authority	\$0.00	\$2,668.64	\$0.00	\$0.00	MISC	\$2,668.64
SLWD-MISC	SLWD-MISC San Luis Water District	\$0.00	\$0.00	\$0.00	\$6,348.50	MISC	\$6,348.50
TRACY-MISC	TRACY-MISC City of Tracy	\$0.00	\$76,607.00	\$0.00	\$0.00	MISC	\$76,607.00
USBR-MISC	USBR-MISC U.S. Bureau of Reclamation	\$168,290.00	\$0.00	\$0.00	\$0.00	MISC	\$168,290.00
VALLEY-MISC	VALLEY-MISC Valley Water	\$0.00	\$919,524.00	\$0.00	\$1,824.32	MISC	\$921,348.32
WWD-MISC	WWD-MISC Westlands Water District	\$0.00	\$256,082.00	\$0.00	\$67,799.03	MISC	\$323,881.03
Total		\$168,290.00	\$1,393,180.82	\$16,972.54	\$1,604,358.68		\$3,182,802.04
							\$3,182,802.04

San Luis & Delta-Mendota Water Authority
Cash Activity Detail Report - Operational
For Month Ending October 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	4.06% CWB Money Mkt	4.12% Cal Trust 2510 Short Term 201	3.96% Cal Trust 2510 Medium Term 202	4.19% Cal Trust 2510 Liquidity 203	4.21% LAIF 4-006	Petty Cash	Total
		Cash Balance as of 09/30/2025	0.00	(6,187,707.05)	5,000.00	8,093,658.84	2,195,905.40	6,908,218.94	581,166.53	533,920.19	32,709,122.04	68,906.70	1,000.00	44,909,191.59
Date	Receipts - Remote Deposit													
10/01/25	Deposit		0.00	0.00	0.00	22,740.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,740.23
10/06/25	Deposit		0.00	0.00	0.00	27,029.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,029.06
10/07/25	Deposit		0.00	0.00	0.00	129.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	129.01
10/09/25	Deposit		0.00	0.00	0.00	447.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	447.44
10/14/25	Deposit		0.00	0.00	0.00	13,042.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,042.34
10/14/25	Deposit		0.00	0.00	0.00	241,010.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	241,010.28
10/15/25	Deposit		0.00	0.00	0.00	8,174.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,174.40
10/20/25	Deposit		0.00	0.00	0.00	213,835.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	213,835.35
10/22/25	Deposit		0.00	0.00	0.00	470.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	470.00
10/22/25	Deposit		0.00	0.00	0.00	10,956.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,956.30
10/27/25	Deposit		0.00	0.00	0.00	311,107.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	311,107.15
10/28/25	Deposit		0.00	0.00	0.00	51,929.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51,929.36
10/30/25	Deposit		0.00	0.00	0.00	30,583.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,583.84
			0.00	0.00	0.00	931,454.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	931,454.76
Date	Receipts - Wires & ACH													
10/14/25	San Luis Water District Accounts		0.00	0.00	0.00	46,385.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46,385.62
10/14/25	Westlands Water District		0.00	0.00	0.00	2,817,229.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,817,229.94
10/15/25	Westlands Water District		0.00	0.00	0.00	1,190,160.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,190,160.38
10/15/25	Panoche Water District		0.00	0.00	0.00	27,965.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,965.38
10/15/25	Byron Bethany Irrigation District		0.00	0.00	0.00	1,129.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,129.97
10/15/25	Panoche Water 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
10/17/25	Friant Water Authority		0.00	0.00	0.00	734,211.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	734,211.31
			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
			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
			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
			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
			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
			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
			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
			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
			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
			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
			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
			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
			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
			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
			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
			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
			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									

**San Luis & Delta-Mendota Water Authority
Cash Activity Detail Report - Operational
For Month Ending October 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	4.06% CWB Money Mkt	4.12% Cal Trust 2510	3.96% Cal Trust 2510	4.19% Cal Trust 2510	4.21% LAIF 4-006	Petty Cash	Total
			0471	0489	0463	4858	8343	Short Term 201	Medium Term 202	Liquidity 203			
	Cash Balance as of 09/30/2025	0.00	(6,187,707.05)	5,000.00	8,093,658.84	2,195,905.40	6,908,218.94	581,166.53	533,920.19	32,709,122.04	68,906.70	1,000.00	44,909,191.59
Date	Wire Payments												
10/01/25	Funding for 10/3/2025 Payroll & Taxes	0.00	0.00	0.00	(432,033.03)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(432,033.03)
10/15/25	Funding for 10/17/2025 Payroll & Taxes	0.00	0.00	0.00	(441,810.68)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(441,810.68)
10/22/25	O&M Cost (SLJU Facilities)-Conveyance	0.00	0.00	0.00	(4,144,461.20)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(4,144,461.20)
10/29/25	Funding for 10/31/25 Payroll & Taxes	0.00	0.00	0.00	(456,766.97)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(456,766.97)
10/30/25	USBR Power-Tracy,Intertie, O'Neill, DA,Banks	0.00	0.00	0.00	(2,600,000.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(2,600,000.00)
		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	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	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	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	(8,075,071.88)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(8,075,071.88)
Date	CWB Sweep Checking/Trans Muni												
10/01/25	Sweep from Transaction Account	0.00	7,970.01	0.00	(7,970.01)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/02/25	Sweep from Transaction Account	0.00	37,899.50	0.00	(37,899.50)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/03/25	Sweep from Transaction Account	0.00	106,337.66	0.00	(106,337.66)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/06/25	Sweep from Transaction Account	0.00	35,191.24	0.00	(35,191.24)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/07/25	Sweep from Transaction Account	0.00	5,795,469.87	0.00	(5,795,469.87)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/08/25	Sweep from Transaction Account	0.00	16,239.11	0.00	(16,239.11)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/09/25	Sweep from Transaction Account	0.00	641.92	0.00	(641.92)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/10/25	Sweep from Transaction Account	0.00	154,615.77	0.00	(154,615.77)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/14/25	Sweep from Transaction Account	0.00	52,328.27	0.00	(52,328.27)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/15/25	Sweep from Transaction Account	0.00	358,563.93	0.00	(358,563.93)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/16/25	Sweep from Transaction Account	0.00	149,816.24	0.00	(149,816.24)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/17/25	Sweep from Transaction Account	0.00	136,185.88	0.00	(136,185.88)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/20/25	Sweep from Transaction Account	0.00	100,937.12	0.00	(100,937.12)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/21/25	Sweep from Transaction Account	0.00	438,437.51	0.00	(438,437.51)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/22/25	Sweep from Transaction Account	0.00	19,520.24	0.00	(19,520.24)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/23/25	Sweep from Transaction Account	0.00	9,518.06	0.00	(9,518.06)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/24/25	Sweep from Transaction Account	0.00	3,837.60	0.00	(3,837.60)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/27/25	Sweep from Transaction Account	0.00	124,193.16	0.00	(124,193.16)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/28/25	Sweep from Transaction Account	0.00	251,702.45	0.00	(251,702.45)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/29/25	Sweep from Transaction Account	0.00	17,173.09	0.00	(17,173.09)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/30/25	Sweep from Transaction Account	0.00	63,528.03	0.00	(63,528.03)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/31/25	Sweep from Transaction Account	0.00	111,484.35	0.00	(111,484.35)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	7,991,591.01	0.00	(7,991,591.01)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	Bank Fee/Bank Error/Adjustments												
10/30/25	Change in Share Price	0.00	0.00	0.00	0.00	0.00	0.00	(576.55)	(538.22)	0.00	0.00	0.00	(1,114.77)
		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	(576.55)	(538.22)	0.00	0.00	0.00	(1,114.77)
Date	Interest Earned												
10/31/25	Interest Earned Oct 2025	0.00	0.00	0.00	2,207.46	1,212.26	21,114.73	2,030.87	1,796.92	116,523.14	752.72	0.00	145,638.10
		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	2,207.46	1,212.26	21,114.73	2,030.87	1,796.92	116,523.14	752.72	0.00	145,638.10
	Cash Balance as of 10/31/2025	0.00	(3,896,463.98)	5,000.00	4,329,983.77	2,197,117.66	429,333.67	582,620.85	535,178.89	32,825,645.18	69,659.42	1,000.00	37,079,075.40

Note: Daily Interest Rates are through 10/31/2025

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

		CWB Checking Grants	CWB Checking DMC Subsidence Correction Funding	CWB Checking USBR Rewind	CWB Checking IRWM P1R1	CalTrust Solar Over Canal	Total
Account #:		*8778	*1787	*8751	*0659	0200	
Cash Balance as of 09/30/2025		0.00	0.00	0.00	0.00	22,055.17	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
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
Date	Interest Earned						
		0.00	0.00	0.00	0.00	0.00	0.00
10/31/25	Interest Earned	0.00	0.00	0.00	0.00	78.57	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	78.57	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 10/31/2025		0.00	0.00	0.00	0.00	22,133.74	22,133.74

*Non-Interest Bearing Account

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

Account Information:		CWB Bond 2021A	US Bank Bond 2021A	Total
Cash Balance as of 09/30/2025		0.00	454,250.39	454,250.39
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			
10/31/25	Interest Earned	0.00	1,431.18	1,431.18
		0.00	0.00	0.00
		0.00	1,431.18	1,431.18
Cash Balance as of 10/31/2025		0.00	455,681.57	455,681.57

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

Transaction	Type	Date	Payment	Check #	Amount	Memo
Payment #PYMTWA2874 - CDMR MISC Central Delta-Mendota Region JPA	Payment	10/6/2025	Check	1042	\$9,464.88	FY26 Central JPA Expenses Mar'25 thru June'25
Amount Unapplied - Payment #PYMTWA2874 - CDMR MISC Central Delta-Mendota Region JPA					\$9,464.88	
	Payment	10/6/2025	Check	1112	\$1,119.68	October Cobra for A.Lakhotia
Payment #PYMTWA2876 - SLWD-MISC San Luis Water District					\$1,119.68	
	Payment	10/6/2025	Check	47878	\$129.01	Services 6/21/25 - 9/18/25
Amount Unapplied - Payment #PYMTWA2876 - SLWD-MISC San Luis Water District					\$129.01	
Payment #PYMTWA2887 - DPWD-MISC Del Puerto Water District	Payment	10/13/2025	Check	19385	\$129.01	Services 6/21/25 - 9/18/25
Amount Unapplied - Payment #PYMTWA2887 - DPWD-MISC Del Puerto Water District					\$129.01	
Payment #PYMTWA2886 - WWD-MISC Westlands Water District	Payment	10/14/2025	Wire		\$2,817,229.94	WY25 SJRECWA Water Transfer - September 2025
Amount Unapplied - Payment #PYMTWA2886 - WWD-MISC Westlands Water District					\$2,817,229.94	
Payment #PYMTWA2895 - PDD-MEMB Panoche Drainage District	Payment	10/15/2025	Wire		\$52,243.00	FY26 2nd Installment Membership Dues Payment 3 of 6
Amount Unapplied - Payment #PYMTWA2895 - PDD-MEMB Panoche Drainage District					\$52,243.00	
	Payment	10/20/2025	Check	1115	\$1,119.68	November Cobra for A.Lakhotia
Payment #PYMTWA2897 - FRESNO CO-MEMB Fresno County					\$1,119.68	
	Payment	10/20/2025	Check	210090992	\$91,162.00	FY26 2nd Installment Membership Dues
Amount Unapplied - Payment #PYMTWA2897 - FRESNO CO-MEMB Fresno County					\$91,162.00	
Payment #PYMTWA2900 - 0254 Los Banos Property Management Services	Payment	10/21/2025	Check	20878	\$470.00	Repair to A/C Unit
Amount Unapplied - Payment #PYMTWA2900 - 0254 Los Banos Property Management Services					\$470.00	
Payment #PYMTWA2899 - EFWD-MISC Eagle Field Water District	Payment	10/22/2025	Check	003557	\$10,956.30	WY25 SJRECWA Water Transfer - September 2025
Amount Unapplied - Payment #PYMTWA2899 - EFWD-MISC Eagle Field Water District					\$10,956.30	
	Payment	10/23/2025	Check	1527	\$145.62	COBRA C.Bettencourt for Nov, Dec, & Jan
Payment #PYMTWA2902 - BBID-MISC Byron-Bethany Irrigation District					\$145.62	
	Payment	10/27/2025	Check	47900	\$15,223.00	B.F. Sisk Dam Raise \$1.4M Cash Call
Amount Unapplied - Payment #PYMTWA2902 - BBID-MISC Byron-Bethany Irrigation District					\$15,223.00	
	Payment	10/27/2025	Check	2348	\$1,119.68	November Cobra for P.Nacci
Payment #PYMTWA2904 - FRESNO CO-MEMB Fresno County					\$1,119.68	
	Payment	10/27/2025	Check	210091775	\$91,162.00	FY26 1st Installment Membership Dues
Amount Unapplied - Payment #PYMTWA2904 - FRESNO CO-MEMB Fresno County					\$91,162.00	
Payment #PYMTWA2905 - WWD-MEMB Westlands Water District	Payment	10/27/2025	Check	056644	\$745,393.33	FY26 2nd Installment Membership Dues Payment 2 of 6
Amount Unapplied - Payment #PYMTWA2905 - WWD-MEMB Westlands Water District					\$745,393.33	
Amount Unapplied					\$3,837,067.13	

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

Account Type	Date	Document	Vendor	Billed	Paid
ACCOUNTS PAYABLE					
ACH	10/1/2025	26175	10327 SHEPHERD OU		\$2,212.50
ACH	10/3/2025	26176	25536 SLDMWA EE ASSOCIATION		\$430.00
ACH	10/3/2025	26177	5004 ICMA RETIREMENT TRUST		\$105,907.66
Vendor Bill Payment	10/7/2025	43661	1043 ACWA/JPIA - Conference, Agency Dues		\$37,560.00
Vendor Bill Payment	10/7/2025	43662	5500 ACWA/JPIA - Workers Comp		\$55,888.82
Vendor Bill Payment	10/7/2025	43663	25716 AMAZON CAPITAL SERVICES, INC.		\$1,589.11
Vendor Bill Payment	10/7/2025	43664	1675 BLOOMBERG INC.		\$2,886.00
Vendor Bill Payment	10/7/2025	43665	25749 CAPITAL RUBBER & GASKET, INC.		\$103.61
Vendor Bill Payment	10/7/2025	43666	2611 DIEPENBROCK ELKIN		\$378.00
Vendor Bill Payment	10/7/2025	43667	25689 EMERALD LANDSCAPE COMPANY, INC.		\$749.99
Vendor Bill Payment	10/7/2025	43668	3542 FGL ENVIRONMENTAL, INC.		\$160.00
Vendor Bill Payment	10/7/2025	43669	3597 FOLEY & LARDNER LLP		\$32,000.00
Vendor Bill Payment	10/7/2025	43670	25862 GRANITE ROCK COMPANY		\$163,170.28
Vendor Bill Payment	10/7/2025	43671	25626 HALLMARK GROUP		\$29,180.14
Vendor Bill Payment	10/7/2025	43672	25594 HOUSTON ENGINEERING, INC.		\$878.00
Vendor Bill Payment	10/7/2025	43673	25880-EMPLOYEE		\$250.00
Vendor Bill Payment	10/7/2025	43674	25738 KEN GRADY COMPANY, INC.		\$31,997.75
Vendor Bill Payment	10/7/2025	43675	6026 KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD		\$83,369.80
Vendor Bill Payment	10/7/2025	43676	25518 LOS BANOS PROPERTY MANAGEMENT SERVICES		\$9,009.95
Vendor Bill Payment	10/7/2025	43677	6801 LUHDORFF & SCALMANINI CONSULTING ENGINEERS		\$6,938.50
Vendor Bill Payment	10/7/2025	43678	10262 MATRIX SCIENCES INTERNATIONAL INC./SOUTH DAKOTA AGRICULTU		\$6,712.20
Vendor Bill Payment	10/7/2025	43679	25547 O'REILLY / LOS BANOS 1068974		\$838.15
Vendor Bill Payment	10/7/2025	43680	8583 PANOCHE DRAINAGE DISTRICT		\$19.98
Vendor Bill Payment	10/7/2025	43681	8511 PG&E 7262165466-3		\$6,744.63
Vendor Bill Payment	10/7/2025	43682	15003 PROVOST & PRITCHARD CONSULTING GROUP		\$1,933.19
Vendor Bill Payment	10/7/2025	43683	25794 RAMOS OIL COMPANY		\$4,542.09
Vendor Bill Payment	10/7/2025	43684	25638-EMPLOYEE		\$467.60
Vendor Bill Payment	10/7/2025	43685	9603 REFRIGERATION SUPPLIES DISTRIBUTOR		\$91.32
Vendor Bill Payment	10/7/2025	43686	6805 RELX INC. DBA LEXISNEXIS		\$242.00
Vendor Bill Payment	10/7/2025	43687	25623 REXEL USA, INC.		\$10,154.16
Vendor Bill Payment	10/7/2025	43688	10002 SORENSEN'S ACE HARDWARE		\$402.69
Vendor Bill Payment	10/7/2025	43689	10069 SUMMERS ENGINEERING, INC.		\$29,061.72
Vendor Bill Payment	10/7/2025	43690	10504 TEE-DEE-US AUTOMOTIVE LLC		\$83.50
Vendor Bill Payment	10/7/2025	43691	10601 TURLOCK IRRIGATION DISTRICT		\$154.71
Vendor Bill Payment	10/7/2025	43692	11042 ULINE		\$156.13
Vendor Bill Payment	10/7/2025	43693	12116 WALMART		\$427.24
Vendor Bill Payment	10/7/2025	43694	25656 ZOLEO USA INC.		\$203.09
Vendor Bill Payment	10/7/2025	43695	13605 ZORO TOOLS, INC.		\$1,153.86
Vendor Bill Payment	10/7/2025	43696	6026 KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD		\$4,075.70
Vendor Bill Payment	10/14/2025	43697	1671 BAKER MANOCK & JENSEN		\$10,051.98
Vendor Bill Payment	10/14/2025	43698	25793 COMMUTER INDUSTRIES, INC.		\$11,354.19
Vendor Bill Payment	10/14/2025	43699	2248 CPUTREND		\$660.00
Vendor Bill Payment	10/14/2025	43700	2631 D8A COMMUNICATION TECHNOLOGIES		\$853.00
Vendor Bill Payment	10/14/2025	43701	25689 EMERALD LANDSCAPE COMPANY, INC.		\$1,678.00
Vendor Bill Payment	10/14/2025	43702	3604 FIRESTONE COMPLETE AUTO CARE		\$720.67
Vendor Bill Payment	10/14/2025	43703	25550 GILTON SOLID WASTE MANAGEMENT INC. / LBFO		\$88.85
Vendor Bill Payment	10/14/2025	43704	25626 HALLMARK GROUP		\$1,955.00
Vendor Bill Payment	10/14/2025	43705	4500 HOLT OF CALIFORNIA		\$1,089.58
Vendor Bill Payment	10/14/2025	43706	6049 KAHN, SOARES & CONWAY, LLP		\$18.45
Vendor Bill Payment	10/14/2025	43707	7008 MARFAB INC.		\$560.72
Vendor Bill Payment	10/14/2025	43708	7009 MERCED COUNTY REG. WASTE MGMT AUTHORITY		\$288.00
Vendor Bill Payment	10/14/2025	43709	25636 MIZUNO CONSULTING, INC.		\$7,700.00
Vendor Bill Payment	10/14/2025	43710	8071 ORACLE AMERICA, INC.		\$42,765.86
Vendor Bill Payment	10/14/2025	43711	7005 PACIFIC VALLEY COFFEE		\$110.80
Vendor Bill Payment	10/14/2025	43712	15066 PAPE MACHINERY INC. / 353006		\$623.31
Vendor Bill Payment	10/14/2025	43713	25850 PRIMO BRANDS / LBEO		\$195.84
Vendor Bill Payment	10/14/2025	43714	15003 PROVOST & PRITCHARD CONSULTING GROUP		\$4,828.90
Vendor Bill Payment	10/14/2025	43715	25837 RONALD MILLIGAN		\$4,500.00
Vendor Bill Payment	10/14/2025	43716	9629-EMPLOYEE		\$140.00
Vendor Bill Payment	10/14/2025	43717	25852 SABAH INTERNATIONAL INC.		\$17,786.82
Vendor Bill Payment	10/14/2025	43718	10024 SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT		\$46.00
Vendor Bill Payment	10/14/2025	43719	10325 SHRED-IT, C/O STERICYCLE, INC.		\$333.40
Vendor Bill Payment	10/14/2025	43720	25652 SUN AUTO TIRE & SERVICE dba BRUCE'S TIRE & AUTO SERVICE		\$32.48
Vendor Bill Payment	10/14/2025	43721	10230 SUNBELT RENTALS, INC.		\$9,412.71
Vendor Bill Payment	10/14/2025	43722	10665 TALLEY OIL INC.		\$398,187.89
Vendor Bill Payment	10/14/2025	43723	25873 THE FERGUSON GROUP, LLC		\$5,000.00
Vendor Bill Payment	10/14/2025	43724	25858 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA		\$2,120.35
Vendor Bill Payment	10/14/2025	43725	11036 UNITED RENTALS INC.		\$1,560.78
Vendor Bill Payment	10/14/2025	43726	11060 UNWIRED BROADBAND INC. A00015979		\$799.97
Vendor Bill Payment	10/14/2025	43727	25521 UNWIRED BROADBAND INC. A00019063		\$249.98
Vendor Bill Payment	10/14/2025	43728	4122 WILLIAM R. GRAY & CO./DBA Gray-Bowen-Scott		\$12,543.50
Vendor Bill Payment	10/14/2025	43729	12057 WINDECKER. INC.		\$11,433.94

ACH	10/17/2025	26178	5004 ICMA RETIREMENT TRUST	\$106,321.16
ACH	10/17/2025	26179	25536 SLD MWA EE ASSOCIATION	\$425.00
Vendor Bill Payment	10/21/2025	43730	25687 AAA WORKSPACE	\$576.02
Vendor Bill Payment	10/21/2025	43731	1041 ACWA/JPIA - Insurance Premiums	\$228,676.48
Vendor Bill Payment	10/21/2025	43732	1260 ADVANCE CARBON PRODUCTS	\$1,462.39
Vendor Bill Payment	10/21/2025	43733	1154 AIRGAS, INC.	\$2,224.80
Vendor Bill Payment	10/21/2025	43734	25844 APEX POWER, ELECTRICAL SUPPLY AND SOLUTIONS	\$502.74
Vendor Bill Payment	10/21/2025	43735	5503 ARCTIC GLACIER USA, INC. / LOS BANOS 96103091	\$340.00
Vendor Bill Payment	10/21/2025	43736	25555 ARCTIC GLACIER USA, INC. / TRACY 96103092	\$227.50
Vendor Bill Payment	10/21/2025	43737	15063-EMPLOYEE	\$306.00
Vendor Bill Payment	10/21/2025	43738	2449 CALIFORNIA SPECIAL DISTRICTS ASSOCIATION	\$2,381.00
Vendor Bill Payment	10/21/2025	43739	2407 CDM SMITH INC.	\$59,585.45
Vendor Bill Payment	10/21/2025	43740	6808-EMPLOYEE	\$153.88
Vendor Bill Payment	10/21/2025	43741	9619-EMPLOYEE	\$238.00
Vendor Bill Payment	10/21/2025	43742	6780-EMPLOYEE	\$240.10
Vendor Bill Payment	10/21/2025	43743	2519 DELTA DISPOSAL SERVICE - 3354700	\$867.76
Vendor Bill Payment	10/21/2025	43744	25665 DELTA DISPOSAL SERVICE, INC - 3354600	\$2,621.70
Vendor Bill Payment	10/21/2025	43745	2639 DHR HYDRO SERVICES INC.	\$48,672.92
Vendor Bill Payment	10/21/2025	43746	2555 DON'S MOBILE GLASS INC.	\$2,330.00
Vendor Bill Payment	10/21/2025	43747	3542 FGL ENVIRONMENTAL, INC.	\$1,245.00
Vendor Bill Payment	10/21/2025	43748	5047 INDUSTRIAL SCIENTIFIC CORP.	\$971.19
Vendor Bill Payment	10/21/2025	43749	5057-EMPLOYEE	\$749.71
Vendor Bill Payment	10/21/2025	43750	6049 KAHN, SOARES & CONWAY, LLP	\$329.66
Vendor Bill Payment	10/21/2025	43751	6034 KAMPS PROPANE INC. / MANTECA	\$990.79
Vendor Bill Payment	10/21/2025	43752	25881-EMPLOYEE	\$140.06
Vendor Bill Payment	10/21/2025	43753	25863 MATARAZZO LAW, A PROFESSIONAL CORPORATION	\$308.40
Vendor Bill Payment	10/21/2025	43754	10262 MATRIX SCIENCES INTERNATIONAL INC./SOUTH DAKOTA AGRICULTU	\$3,879.70
Vendor Bill Payment	10/21/2025	43755	5555 MLJ ENVIRONMENTAL	\$12,797.00
Vendor Bill Payment	10/21/2025	43756	7027 MODESTO WELDING PRODUCTS INC.	\$12.00
Vendor Bill Payment	10/21/2025	43757	25870 NOSSAMAN LLP	\$284.00
Vendor Bill Payment	10/21/2025	43758	8595 PACIFIC ECO-RISK LAB. INC.	\$7,077.90
Vendor Bill Payment	10/21/2025	43759	7005 PACIFIC VALLEY COFFEE	\$110.80
Vendor Bill Payment	10/21/2025	43760	25855 PDM STEEL SERVICE CENTERS, INC.	\$2,437.80
Vendor Bill Payment	10/21/2025	43761	25530 PG&E 8833159983-2	\$2,347.64
Vendor Bill Payment	10/21/2025	43762	25851 PRIMO BRANDS / LBFO	\$159.87
Vendor Bill Payment	10/21/2025	43763	25847 PRIMO BRANDS / OPP	\$133.89
Vendor Bill Payment	10/21/2025	43764	25859 PRIMO BRANDS / TFO	\$340.74
Vendor Bill Payment	10/21/2025	43765	25794 RAMOS OIL COMPANY	\$4,629.18
Vendor Bill Payment	10/21/2025	43766	25623 REXEL USA, INC.	\$882.00
Vendor Bill Payment	10/21/2025	43767	25785 ROBERT HALF, INC.	\$19,683.75
Vendor Bill Payment	10/21/2025	43768	10667 TROFOLZ TECHNOLOGIES INC.	\$22,404.09
WIRE	10/22/2025	26180	11045 BUREAU OF RECLAMATION - SL JOINT/USBR POWER	\$4,144,461.20
Vendor Bill Payment	10/23/2025	43769	15078-EMPLOYEE	\$1,095.14
Vendor Bill Payment	10/23/2025	43770	25886-EMPLOYEE	\$170.00
ACH	10/24/2025	26181	10327 SHEPHERD OU	\$1,645.59
ACH	10/24/2025		VISA PAYMENT	\$29,787.53
Vendor Bill Payment	10/28/2025	43771	1007 ACWA/JPIA - Crime/Property/Liability/Cyber Insurance	\$337,946.97
Vendor Bill Payment	10/28/2025	43772	1141 AFLAC	\$1,110.93
Vendor Bill Payment	10/28/2025	43773	25716 AMAZON CAPITAL SERVICES, INC.	\$2,047.84
Vendor Bill Payment	10/28/2025	43774	1073 ARGENT COMMUNICATIONS	\$1,025.00
Vendor Bill Payment	10/28/2025	43775	1268 AT&T 831-001-0165 694	\$2,031.96
Vendor Bill Payment	10/28/2025	43776	1267 AT&T 831-001-0165 911	\$2,209.39
Vendor Bill Payment	10/28/2025	43777	10195 AT&T 960 758 3850 555 7	\$1,391.38
Vendor Bill Payment	10/28/2025	43778	10196 AT&T LONG DISTANCE BAN:806492911	\$40.83
Vendor Bill Payment	10/28/2025	43779	25610 AT&T MOBILITY 287312990252	\$1,036.62
Vendor Bill Payment	10/28/2025	43780	25615 AT&T MOBILITY 287314028407	\$2,940.85
Vendor Bill Payment	10/28/2025	43781	1679 BIG T HYDRAULIC INC.	\$276.46
Vendor Bill Payment	10/28/2025	43782	25809 BSK ASSOCIATES	\$6,293.50
Vendor Bill Payment	10/28/2025	43783	2217 C.A. SHORT COMPANY, INC	\$807.17
Vendor Bill Payment	10/28/2025	43784	1548 C.H. BULL CO. INC.	\$369.27
Vendor Bill Payment	10/28/2025	43785	9633 CALIBER COLLISION	\$16,444.29
Vendor Bill Payment	10/28/2025	43786	2345 CALIFORNIA CHAMBER OF COMMERCE	\$499.00
Vendor Bill Payment	10/28/2025	43787	2407 CDM SMITH INC.	\$17,617.49
Vendor Bill Payment	10/28/2025	43788	25704 CITRIN COOPERMAN ADVISORS LLC	\$6,000.00
Vendor Bill Payment	10/28/2025	43789	2188 COUNTY OF ALAMEDA	\$360.00
Vendor Bill Payment	10/28/2025	43790	2105 COUNTY OF STANISLAUS / Fink Road Landfill	\$188.78
Vendor Bill Payment	10/28/2025	43791	2368 CRAMER FISH SCIENCES	\$2,591.50
Vendor Bill Payment	10/28/2025	43792	10311-EMPLOYEE	\$466.39
Vendor Bill Payment	10/28/2025	43793	25767 EAGLE GRAPHICS LLC	\$4,688.12
Vendor Bill Payment	10/28/2025	43794	3542 FGL ENVIRONMENTAL, INC.	\$160.00
Vendor Bill Payment	10/28/2025	43795	3597 FOLEY & LARDNER LLP	\$32,000.00
Vendor Bill Payment	10/28/2025	43796	3537 FRIANT WATER AUTHORITY	\$6,437.17
Vendor Bill Payment	10/28/2025	43797	25831 GANNETT FLEMING, INC.	\$5,609.75
Vendor Bill Payment	10/28/2025	43798	25714-EMPLOYEE	\$195.70
Vendor Bill Payment	10/28/2025	43799	4004 GILTON SOLID WASTE MANAGEMENT INC. / O'Neill	\$117.90
Vendor Bill Payment	10/28/2025	43800	12019 GRAINGER INC.	\$2,285.18
Vendor Bill Payment	10/28/2025	43801	4610 H.T. HARVEY & ASSOCIATES	\$1,075.16
Vendor Bill Payment	10/28/2025	43802	25626 HALLMARK GROUP	\$395,295.87
Vendor Bill Payment	10/28/2025	43803	4500 HOLT OF CALIFORNIA	\$1,053.40
Vendor Bill Payment	10/28/2025	43804	15053-EMPLOYEE	\$250.00
Vendor Bill Payment	10/28/2025	43805	5509 JIM MOORE ENTERPRISES	\$10,584.00

Vendor Bill Payment	10/28/2025	43806	25668-EMPLOYEE	\$90.65
Vendor Bill Payment	10/28/2025	43807	6801 LUHDORFF & SCALMANINI CONSULTING ENGINEERS	\$28,429.09
Vendor Bill Payment	10/28/2025	43808	7008 MARFAB INC.	\$68.73
Vendor Bill Payment	10/28/2025	43809	10262 MATRIX SCIENCES INTERNATIONAL INC./SOUTH DAKOTA AGRICULTU	\$9,273.00
Vendor Bill Payment	10/28/2025	43810	7030 MCMASTER-CARR	\$37.91
Vendor Bill Payment	10/28/2025	43811	5555 MLJ ENVIRONMENTAL	\$172.85
Vendor Bill Payment	10/28/2025	43812	7077 MODESTO STEEL COMPANY, INC.	\$951.24
Vendor Bill Payment	10/28/2025	43813	7529 NEW YORK LIFE INSURANCE	\$778.03
Vendor Bill Payment	10/28/2025	43814	8055 O'REILLY / TRACY 2347935	\$229.17
Vendor Bill Payment	10/28/2025	43815	15035 PAPE KENWORTH / 1051618	\$65.53
Vendor Bill Payment	10/28/2025	43816	25855 PDM STEEL SERVICE CENTERS, INC.	\$640.39
Vendor Bill Payment	10/28/2025	43817	7583 PETTY CASH LBFO	\$183.91
Vendor Bill Payment	10/28/2025	43818	7584 PETTY CASH TFO	\$379.20
Vendor Bill Payment	10/28/2025	43819	25531 PG&E 2125628853-7	\$62.24
Vendor Bill Payment	10/28/2025	43820	15074 PLATT	\$2,145.45
Vendor Bill Payment	10/28/2025	43821	25878 PRECISION INSTRUMENTATION	\$2,687.18
Vendor Bill Payment	10/28/2025	43822	8581 PREMIER URGENT CARE/DBA PATEL, PULLIAM & HUBLI	\$68.00
Vendor Bill Payment	10/28/2025	43823	15015 PRINCIPAL LIFE INSURANCE COMPANY	\$6,853.57
Vendor Bill Payment	10/28/2025	43824	1610 RAPTOR BLASTING SOLUTIONS, INC.	\$231.68
Vendor Bill Payment	10/28/2025	43825	25814 RAT INCORPORATED	\$220.00
Vendor Bill Payment	10/28/2025	43826	9603 REFRIGERATION SUPPLIES DISTRIBUTOR	\$754.31
Vendor Bill Payment	10/28/2025	43827	25785 ROBERT HALF, INC.	\$3,284.25
Vendor Bill Payment	10/28/2025	43828	10164 SAN JOAQUIN RIVER EXCHANGE CONTRACTORS WA	\$2,828,186.24
Vendor Bill Payment	10/28/2025	43829	4592 SGS NORTH AMERICA, INC.	\$35.70
Vendor Bill Payment	10/28/2025	43830	25703 SIGN SOLUTIONS	\$3,351.67
Vendor Bill Payment	10/28/2025	43831	10119 SNAP-ON INDUSTRIAL	\$115.99
Vendor Bill Payment	10/28/2025	43832	10504 TEE-DEE-US AUTOMOTIVE LLC	\$41.75
Vendor Bill Payment	10/28/2025	43833	10667 TROFHOLZ TECHNOLOGIES INC.	\$2,371.75
Vendor Bill Payment	10/28/2025	43834	25779 ULTEIG OPERATIONS, LLC	\$12,192.00
Vendor Bill Payment	10/28/2025	43835	11549 VALIN CORPORATION	\$337.01
Vendor Bill Payment	10/28/2025	43836	11501 VAN'S ACE HARDWARE INC.	\$103.79
Vendor Bill Payment	10/28/2025	43837	12111 WARDEN'S	\$1,408.50
Vendor Bill Payment	10/28/2025	43838	12096 WEX BANK	\$620.83
Vendor Bill Payment	10/28/2025	43839	12123 WOODARD & CURRAN INC.	\$65,401.25
Vendor Bill Payment	10/28/2025	43840	13605 ZORO TOOLS, INC.	\$691.19
ACH	10/28/2025	26195	10327 SHEPHERD OU	\$2,250.00
ACH	10/28/2025	26196	5004 ICMA RETIREMENT TRUST	\$107,159.65
ACH	10/28/2025	26197	25536 SLDMWA EE ASSOCIATION	\$445.00
WIRE	10/30/2025	26198	11045 BUREAU OF RECLAMATION - SL JOINT/USBR POWER	\$2,600,000.00
Total - ACCOUNTS PAYABLE				\$0.00 \$12,444,809.14
Total				\$0.00 \$12,444,809.14

San Luis & Delta-Mendota Water Authority

Activity Agreements Budget to Actual

Paid/Pending Comparison Summary

March 1, 2025 through October 31, 2025

FAC 12/8/25 & BOD 12/11/25

	FY Budget 3/1/25 - 2/28/26	Actual To Date Paid/Expense	% of Budget	Amount Remaining
03 General Membership	1,253,323	741,117	59.13%	512,206
05 Leg/CVP Operations	3,789,242	1,502,334	39.65%	2,286,908
35 Contract Renewal Coordinator	200	899	449.73%	(699)
28 Yuba County Water Transfers	23,000	20,733	90.15%	2,267
22 Grassland Basin Drainage #3A	1,793,749	698,481	38.94%	1,095,268
63 SGMA - Coordinated	1,320,895	555,114	42.03%	765,781
64 SGMA - Northern Delta-Mendota Region	451,451	145,283	32.18%	306,168
65 SGMA - Central Delta-Mendota Region	451,451	134,396	29.77%	317,055
67 Integrated Regional Water Management	110,977	9,990	9.00%	100,987
68 Los Vaqueros Reservoir Expansion Project	1,700	227	13.36%	1,473
44 Exchange Contractors - 5 Year Transfer	20,000	31,352	156.76%	(11,352)
56 Long-Term North to South Water Transfer	40,832	2,538	6.22%	38,294
57 North to South Water Transfer Program	88,448	39,967	45.19%	48,481
69 B.F. Sisk Dam Raise & Reservoir Exp	4,084,755	1,316,740	32.24%	2,768,015
16 DHCCP	166	57	34.60%	109
TOTAL	13,430,189	5,199,228	38.71%	8,230,961
8/12 X 13,430,189		\$ 8,953,459	66.67%	
Budget vs. Actual		<u>3,754,231</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: 12.08.25 FAC and 12.11.25 BOD

RE: FY26 O&M Budget to Actual Report Through October 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 October 31, 2025 are under budget by \$442,915, or 2.92 %. This favorable variance is the result of timing differences for O&M expenses in all cost pools except for the DCI Conveyance Pool. DCI Conveyance Costs continue to trend over budget as a result of rate increases and is expected to continue to exceed budget throughout the fiscal year.

Outstanding

2022 Water Year (FY 3/1/22-2/28/23)

With the completion of the FY23 Audit, staff is now completing the final accounting for Water Year 2022. Final Accountings for this water year are expected to be completed by December 31, 2025.

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 & FY2025

Staff is working toward completing the FY2024 and FY2025 as soon as possible and have begun providing the auditors with the necessary information.



San Luis & Delta Mendota-Water Authority
FY26 O&M Budget to Actual Report
12.08.25 FAC and 12.11.25 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: OCTOBER 31, 2025
66.67%

	Total	UPPER	Intertie	Volta Wells	LWR	O'NEILL O&M		
						DIRECT	STORAGE	SL DRAIN
DMC	\$ 6,120,831	\$ 3,693,310			\$ 2,427,522			
JPP	\$ 3,412,004	\$ 3,412,004						
WW	\$ 92,287	\$ 69,215			\$ 23,072			
Intertie O&M	\$ 380,837		\$ 380,837					
DCI DWR Conveyance	\$ 2,346,283		\$ 2,346,283					
Volta Wells	\$ 21,207			\$ 21,207				
Mendota Pool	\$ 151,186				\$ 151,186			
O'Neill	\$ 2,522,183					\$ 2,298,001	\$ 224,182	
SL Drain	\$ 120,603							\$ 120,603
	\$ 15,167,421	\$ 7,174,529	\$ 2,727,120	\$ 21,207	\$ 2,601,779	\$ 2,298,001	\$ 224,182	\$ 120,603

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

	Total	UPPER	Intertie	Volta Wells	LWR/POOL	O'NEILL O&M		
						DIRECT	STORAGE	SL DRAIN
DMC	\$ 5,187,109	\$ 3,129,902			\$ 2,057,207			
JPP	\$ 3,218,688	\$ 3,218,688						
WW	\$ 70,861	\$ 53,146			\$ 17,715			
Intertie O&M	\$ 287,047	\$ 287,047						
DCI DWR Conveyance	\$ 3,398,005		\$ 3,398,005					
Volta Wells	\$ 1,609			\$ 1,609				
Mendota Pool	\$ 193,502				\$ 193,502			
O'Neill	\$ 2,291,891					\$ 2,088,178	\$ 203,713	
SL Drain	\$ 75,794							\$ 75,794
	\$ 14,724,506	\$ 6,688,782	\$ 3,398,005	\$ 1,609	\$ 2,268,425	\$ 2,088,178	\$ 203,713	\$ 75,794

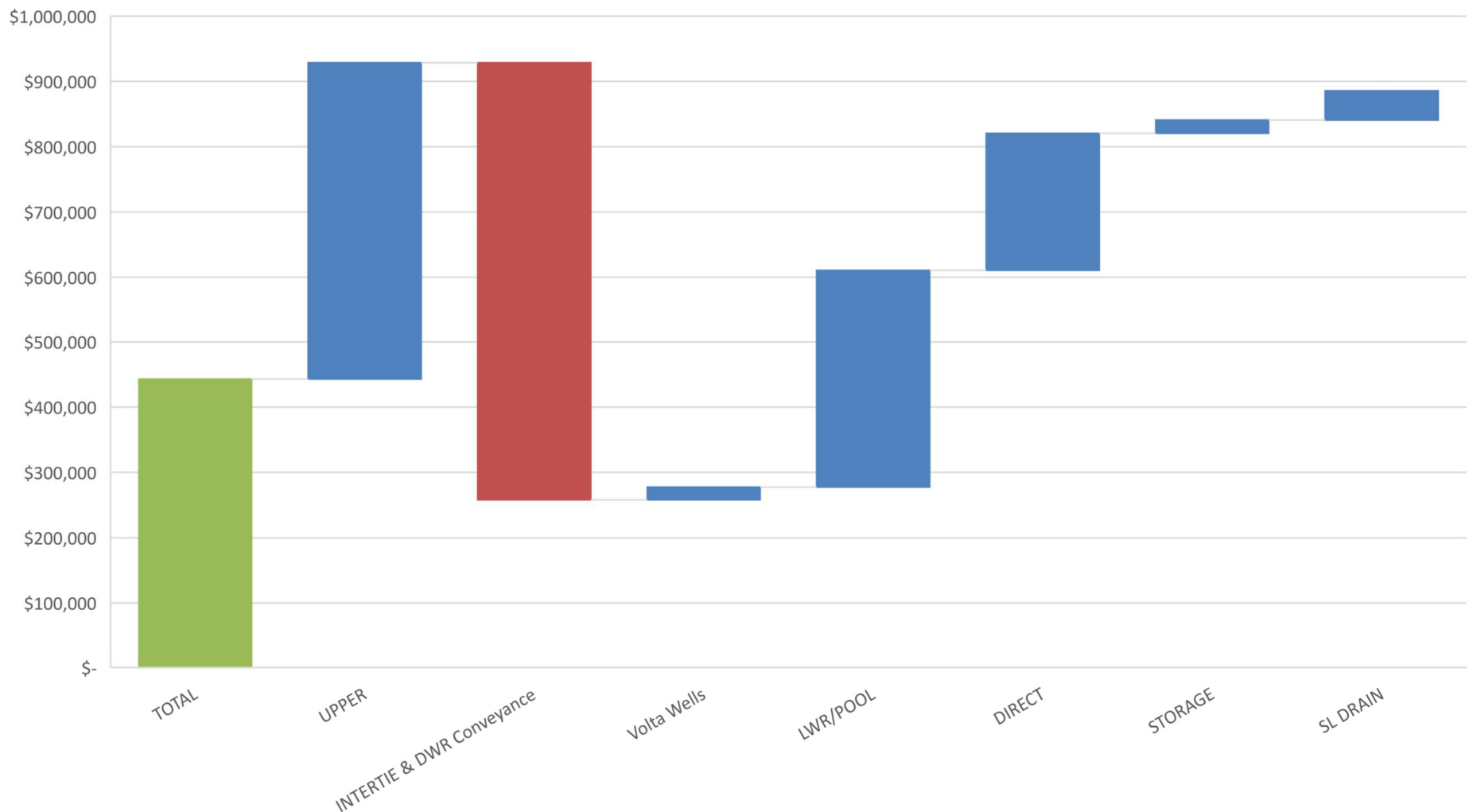
R, O&M BUDGET vs Actual COSTS THROUGH: OCTOBER 31, 2025

	TOTAL	UPPER	INTERTIE & DWR		Volta Wells	LWR/POOL	O'NEILL O&M		
			Conveyance				DIRECT	STORAGE	SL DRAIN
R, O&M Budget	\$ 15,167,421	\$ 7,174,529	\$ 2,727,120		\$ 21,207	\$ 2,601,779	\$ 2,298,001	\$ 224,182	\$ 120,603
R, O&M Actual	\$ 14,724,506	\$ 6,688,782	\$ 3,398,005		\$ 1,609	\$ 2,268,425	\$ 2,088,178	\$ 203,713	\$ 75,794
Difference	\$ 442,915	\$ 485,746	\$ (670,885)		\$ 19,598	\$ 333,355	\$ 209,823	\$ 20,469	\$ 44,809
	UNDER	UNDER	OVER		UNDER	UNDER	UNDER	UNDER	UNDER
	2.920171% UNDER BUDGET								



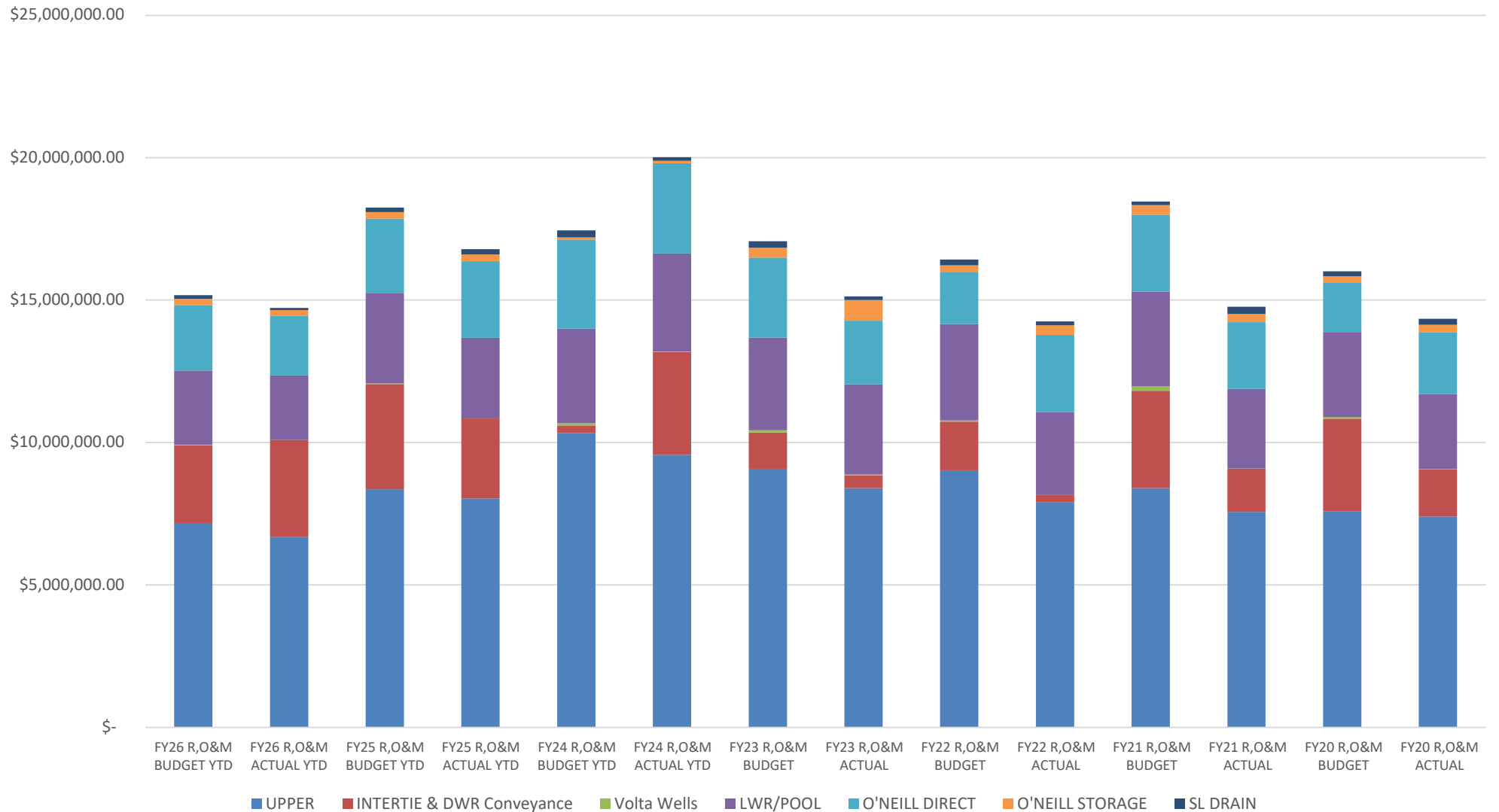
San Luis & Delta Mendota Water Authority
FY26 Budget to Actual Report through October 31, 2025
BUDGET VARIANCES
FAC 12/08/2025 BOD 12/11/2025

■ Increase ■ Decrease ■ Total



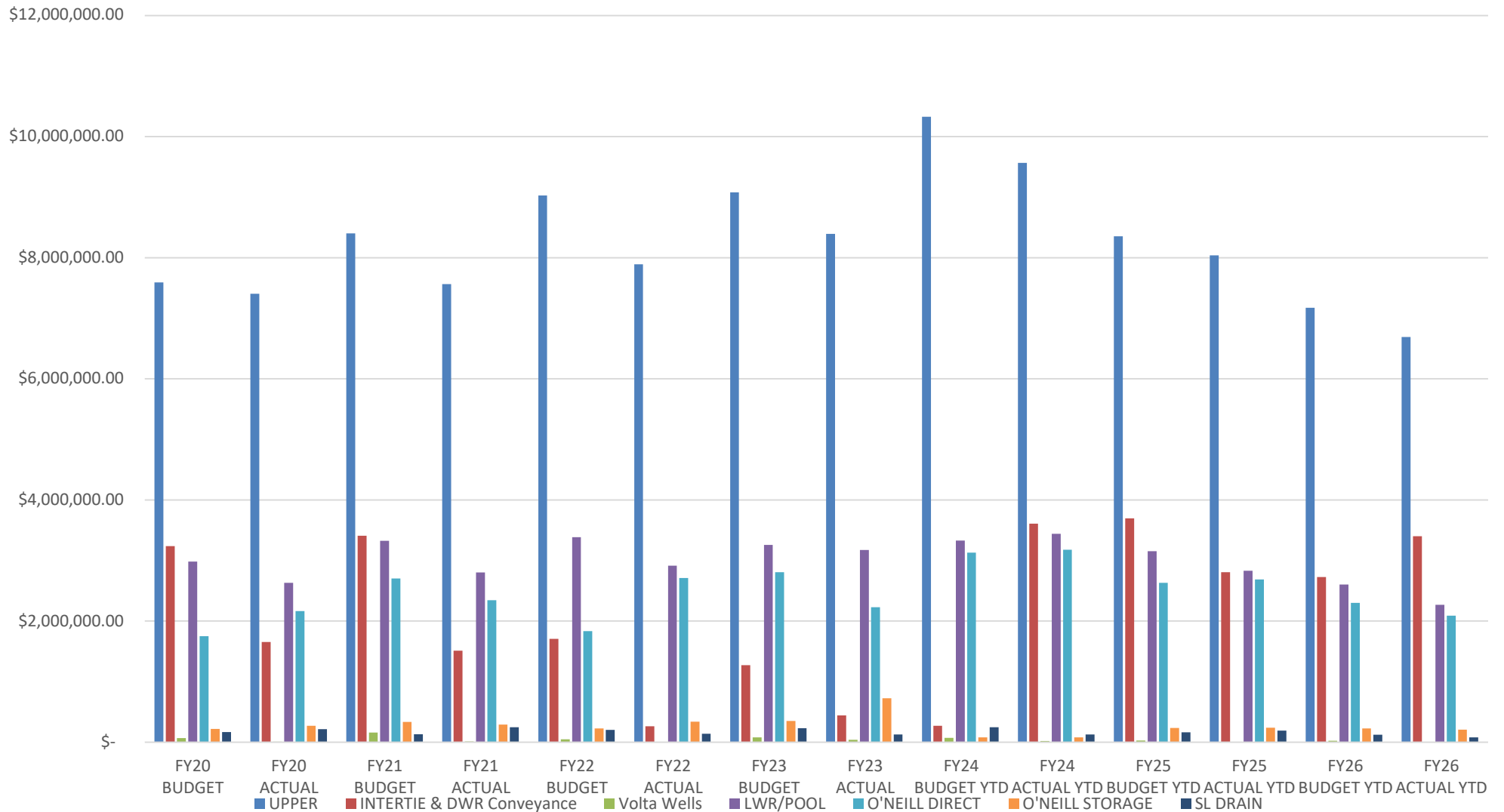


San Luis and Delta-Mendota Water Authority
O&M Budget to Actual -Stacked
FY20-F26 YTD (10/31/2025)
FAC 12/08/2025 BOD 12/11/2025



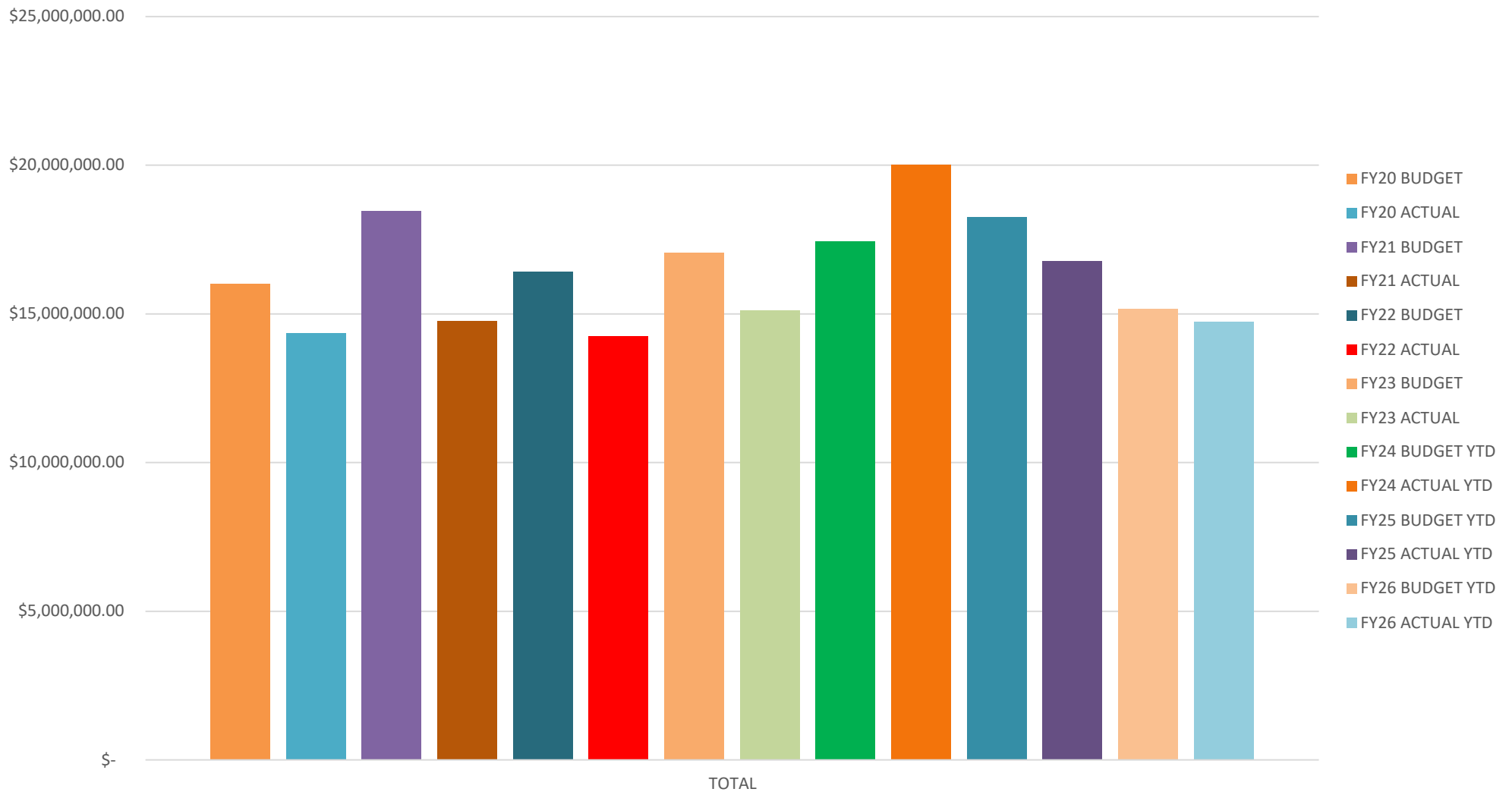


San Luis and Delta-Mendota Water Authority
O&M Budget to Actual-Side by Side
FY20-FY26 YTD (10/31/2025)
FAC 12/08/2025 BOD 12/11/2025





San Luis and Delta-Mendota Water Authority
HISTORICAL O&M BUDGET TO ACTUAL TOTAL
FY20-FY26 YTD (10/31/2025)
FAC 12/08/2025 BOD 12/11/2025
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 October 31, 2025

FAC 12/08/25 & BOD 12/11/25

		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		1,891,129		6.13%		28,947,613
Extra Ordinary O&M	EO&M 26	8,546,501		4,362,304		51.04%		4,184,198
Participatory Grants	PAT 45	-		-		0.00%		-
Operate & Maintain DMC	S/F 02	6,206,891		3,670,536		59.14%		2,536,355
Operate & Maintain Wasteways	S/F 04	90,136		47,652		52.87%		42,484
Mendota Pool	S/F 05	141,406		130,312		92.15%		11,094
Operate & Maintain JPP	S/F 11	3,287,271		2,212,072		67.29%		1,075,198
Intertie Maintenance	S/F 12	397,958	A	194,114		48.78%		203,844
Volta Wells Pumping	S/F 13	21,633		1,084		5.01%		20,549
Operate & Maintain O'Neill	S/F 19	2,391,665		1,581,177		66.11%		810,488
Maintain Tracy Fish Facility	USBR 30	389,372		8,873		2.28%		380,499
Operate & Maintain San Luis Drain	S/F 41	117,534		50,972		43.37%		66,562
Maintain Delta Cross Channel	USBR 44	10,187		11,807		115.91%		(1,620)
WAPA	USBR 45	-		408		0.00%		(407)
Safety Equipment Training	50	132,088		61,922		46.88%		70,166
IT Expense	51	1,158,337		634,765		54.80%		523,572
Warehousing	52	240,629		62,891		26.14%		177,738
SCADA	53	573,721		323,555		56.40%		250,166
Tracy Field Office Expense	54	592,116		388,013		65.53%		204,103
Direct Administrative/General Expense	56	2,116,312		594,592		28.10%		1,521,720
Indirect O & M LBAO Admin.	58	3,193,978		1,977,227		61.90%		1,216,751
TOTAL		60,446,476		18,205,405		30.12%		42,241,071
Total from Self-Funding - page 2		19,231,706		11,326,500				7,905,206
Total from USBR - page 3		626,251		31,029		4.95%		595,222
Total from Special Projects - page 4		-		3,502				(3,502)
Total from EO&M		40,588,519		6,844,374		16.86%		33,744,145
Totals		60,446,476		18,205,405				42,241,072
YTD %		66.67%						

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 October 31, 2025

FAC 12/08/25 & BOD 12/11/25

		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		3,670,536		59.14%		2,536,356
Operate & Maintain Wasteways	04	90,136		47,652		52.87%		42,484
Mendota Pool	05	141,406		130,312		92.15%		11,094
Operate & Maintain JPP	11	3,287,271		2,212,072		67.29%		1,075,198
Intertie Maintenance	12	397,958	A	194,114		48.78%		203,844
Volta Wells Pumping	13	21,633		1,084		5.01%		20,549
Operate & Maintain O'Neill	19	2,391,665		1,581,177		66.11%		810,488
Operate & Maintain San Luis Drain	41	117,534		50,972		43.37%		66,562
Total Direct O & M		12,654,493		7,887,919		62.33%		4,766,575
Safety Equipment Training	50	108,499		52,665		48.54%		55,834
IT Expense	51	951,475		539,873		56.74%		411,601
Warehousing	52	197,656		53,489		27.06%		144,167
SCADA	53	471,263		275,187		58.39%		196,076
Tracy Field Office Expense	54	486,372		330,009		67.85%		156,363
Direct Administrative/General Expense	56	1,738,369		505,707		29.09%		1,232,662
Indirect O & M LBAO Admin.	58	2,623,579		1,681,651		64.10%		941,928
Total Indirect Allocated to O & M		6,577,212		3,438,581		52.28%		3,138,631
Total SLDMWA O&M		19,231,706		11,326,500		58.89%		7,905,206

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 October 31, 2025

FAC 12/08/25 & BOD 12/11/25

		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		8,872		2.28%		380,499
Maintain Fish Release Site	32	-		-		0.00%		-
Operate & Maintain Tracy USBR	33	-		-		0.00%		-
Maintain Delta Cross Channel	44	10,187		11,807		115.91%		(1,620)
WAPA	45	-		408		0.00%		(407)
Total Direct USBR Facilities		399,559		21,087		5.28%		378,472
Safety Equipment Training	50	3,740		152		4.07%		3,587
IT Expense	51	32,794		1,561		4.76%		31,233
Warehousing	52	6,812		155		2.27%		6,658
SCADA	53	16,243		796		4.90%		15,447
Tracy Field Office Expense	54	16,763		954		5.69%		15,809
Direct Administrative/General Expense	56	59,915		1,462		2.44%		58,453
Indirect O & M LBAO Admin.	58	90,425		4,862		5.38%		85,563
Total Indirect Allocated USBR Facilities		226,693		9,942		4.39%		216,750
				31,029				
TOTAL USBR FACILITIES		626,251		31,029		4.95%		595,222

San Luis & Delta-Mendota Water Authority

DMC Indirect Cost Allocated to Special Projects

March 1, 2025 through October 31, 2025

FAC 12/08/25 & BOD 12/11/25

			Allocated To Date			
Safety Equipment Training	50		54			
IT Expense	51		550			
Warehousing	52		54			
SCADA	53		280			
Tracy Field Office Expense	54		336			
Direct Administrative/General Expense	56		515			
Indirect O & M LBAO Admin.	58		1,713			
Total Indirect Allocated to SPECIAL PROJECTS			3,502			
TOTAL INDIRECT ALLOCATED TO SPECIAL PROJECTS			3,502			

San Luis & Delta-Mendota Water Authority

DMC without CIP / E O&M

Budget to Actual Paid/Pending Comparison Summary

March 1, 2025 through October 31, 2025

FAC 12/08/25 & BOD 12/11/25

		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		3,670,535		59.14%		2,536,356
Operate & Maintain Wasteways	S/F 04	90,136		47,652		52.87%		42,484
Mendota Pool	S/F 05	141,406		130,312		92.15%		11,094
Operate & Maintain JPP	S/F 11	3,287,271		2,212,072		67.29%		1,075,198
Intertie Maintenance	S/F 12	397,958	A	194,114		48.78%		203,844
Volta Wells Pumping	S/F 13	21,633		1,084		5.01%		20,549
Operate & Maintain O'Neill	S/F 19	2,391,665		1,581,177		66.11%		810,488
Maintain Tracy Fish Facility	USBR 30	389,372		8,873		2.28%		380,499
Operate & Maintain San Luis Drain	S/F 41	117,534		50,972		43.37%		66,562
Maintain Delta Cross Channel	USBR 44	10,187		11,807		115.91%		(1,620)
WAPA	USBR 45	-		408		0.00%		(407)
Safety Equipment Training	50	112,238		52,871		47.11%		59,367
IT Expense	51	984,268		541,984		55.06%		442,284
Warehousing	52	204,468		53,698		26.26%		150,770
SCADA	53	487,506		276,263		56.67%		211,243
Tracy Field Office Expense	54	503,136		331,299		65.85%		171,837
Direct Administrative/General Expense	56	1,798,284		507,684		28.23%		1,290,600
Indirect O & M LBAO Admin.	58	2,714,004		1,688,226		62.20%		1,025,778
TOTAL		19,857,957		11,361,031		57.21%		8,496,926
Total from Self-Funding - page 2		19,231,706		11,326,500		58.89%		7,905,206
Total from USBR - page 3		626,251		31,029		4.95%		595,222
Total from Special Projects - page 4		-		3,502				(3,502)
Totals		19,857,957		11,361,031				8,496,926
YTD %		66.67%						

A. Does NOT include DWR Wheeling

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 October 31, 2025

FAC 12/08/25 & BOD 12/11/25

		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	3,670,536	37.51%	1,516,573	5,187,110 *
Operate & Maintain Wasteways	S/F 04	47,652	0.57%	23,209	70,861 *
Mendota Pool	S/F 05	130,312	1.56%	63,189	193,501 *
Operate & Maintain Jones Pumping Pl	S/F 11	2,212,072	24.90%	1,006,616	3,218,689 *
Intertie Maintenance	S/F 12	194,114	2.30%	92,933	287,047 *
Intertie DWR Conveyance	S/F 12	3,398,005	0.00%	-	3,398,005 *
Volta Wells Pumping	S/F 13	1,084	0.01%	525	1,609 *
Operate & Maintain O'Neill	S/F 19	1,581,177	17.58%	710,714	2,291,891 *
Maintain Tracy Fish Facility	USBR 30	8,873	0.10%	4,161	13,033
Operate & Maintain San Luis Drain	S/F 41	50,972	0.61%	24,822	75,794 *
Maintain Delta Cross Channel	USBR 44	11,807	0.14%	5,575	17,382
WAPA	45	408	0.01%	206	614
CIP	25	1,891,129	4.53%	182,998	2,074,127
EO&M & Scada Project	26	4,362,304	10.09%	407,943	4,770,247
SPECIAL PROJECTS	XX		0.09%	3,502	3,502
				4,042,966	21,603,410
			100.0%		
Safety Equipment Training	50	61,922			
IT Expense	51	634,765			
Warehousing	52	62,891			
Scada	53	323,555			
Tracy Field Office Expense	54	388,013			
Direct Administrative/General Expense	56	594,592			(6,844,374) less CIP&EO&M
Indirect O & M LBAO Admin.	58	1,977,228			(30,415) less USBR Facilities
Total Indirect to be Allocated			4,042,966		(3,502) less Special Projects
TOTAL		21,603,410			14,725,119 *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 October 31, 2025
FAC 12/08/25 & BOD 12/11/25

			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	984,036	16.97%		4,815,251
CIP-DMC Subsidence Correction Project	25	I3	11,686,645	859,810	7.36%		10,826,835
CIP ONP Pump Bowl Replacement	25	J2	8,281,850	44,283	0.53%		8,237,567
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	81,348	18.66%		354,679
Replacement Vehicles	D1		550,950	410,609	74.53%		140,342
Purchase New Heavy Equipment	D2		78,209	4,030	5.15%		74,179
All Facility Infrastructure Replacement	D3		249,293	39,072	15.67%		210,221
SCADA Replacement & Modernization Program	D4		272,625	69,491	25.49%		203,134
DMC O&M Road Maintenance Program	E6		582,159	424,316	72.89%		157,843
Main Transformer Rehabilitation	G3		1,800,000	884,748	49.15%		915,252
DMC Subsidence Correction Project	I3	26		371,787	0.00%		(371,787)
Unit Rewind	F4	26		170,327	0.00%		(170,327)
DMC Turnout Flowmeter Upgrade-Phase 2	I6			14	0.00%		(14)
JPP Purchase Wear Rings for Pumps	J1			168,134	0.00%		(168,134)
JPP Concrete Slab by Trashrake Dumpster	K1		-	557,504	0.00%		(557,504)
ONP Cooling Water System Rehabilitation Design	L0			133,158	0.00%		(133,158)
Electric Vehicle Charging Station	L1			46,358	0.00%		(46,358)
ONP Sand Filter System Rehabilitation Design	L2			6,320	0.00%		(6,320)
DMC Underdrain Sediment Removal	L5			2,757	0.00%		(2,757)
EO&M Program Management Services	L6		811,170	124,257	15.32%		686,913
Wharehouse Building Design & Construction	M0		779,523	3,808	0.49%		775,715
Rehab Coating on Pump Casing	M1			13,716	0.00%		(13,716)
Unit Valve Replacement	M10			3,548	0.00%		(3,548)
O&M Road Repair (Full Depth Rehab)	M11			228,673	0.00%		(228,673)
Sand Filter (JPP) System Rehab	M3			699	0.00%		(699)
Machine Shop Crane Rehab	M5			147	0.00%		(147)
Motor Protect Relay Replace	M6			6,935	0.00%		(6,935)
Siphon Breaker Comm Upgrades	M7			27,916	0.00%		(27,916)
Trashrake Controls Modern	M8			26,609	0.00%		(26,609)
DCI U1 & U2 Restoration and Plant Electrical Upgrade	Q1		1,127,479	328,075	29.10%		799,405
OPP U5 Unplanned Shaft and Pump Repairs	Q2			178,423	0.00%		(178,423)
JPP U5 Leak Investigation & Repair	Q4		1,859,066	49,526	2.66%		1,809,540
Total Direct CIP/EO&M/PAT			39,385,243	6,253,432	15.88%		33,131,812
Safety Equipment Training	50		19,849	9,051	45.60%		10,799
IT Expense	51		174,069	92,781	53.30%		81,288
Warehousing	52		36,160	9,192	25.42%		26,968
SCADA	53		86,216	47,293	54.85%		38,923
Tracy Field Office Expense	54		88,980	56,714	63.74%		32,266
Direct Administrative/General Expense	56		318,028	86,909	27.33%		231,118
Indirect O & M LBAO Admin.	58		479,974	289,002	60.21%		190,972
Total Indirect Allocated to CIP/EO&M/PAT			1,203,276	590,941	49.11%		612,334
Total CIP / EO&M / PAT			40,588,519	6,844,373	16.86%		33,744,146



December 11, 2025

To: Pablo Arroyave, Chief Operating Officer

From: Bob Martin, Facilities O&M Director

Subject: O&M Report for November 2025

OPERATIONS DEPARTMENT

The C.W. "Bill" Jones Pumping Plant (JPP) operated with 2-5 units for the month of November. The average rate of pumping for the JPP was 3,538 cfs during the month.

Total pumping at the JPP for the month of November was 210,861 acre-feet. The O'Neill Pump/Generating Plant (OPP) generated 0 acre-feet, and pumped 147,629 acre-feet for the month. 14,952 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 of November.

The Federal share in the San Luis Reservoir at the end of November was 380,826 acre-feet as compared to 410,862 acre-feet for the end of November 2024.

During the month of November, releases from Friant Dam ranged from 449 to 502 cfs with 8,046 acre-feet entering the Mendota Pool. Flows for the San Joaquin River Restoration Program (SJRRP) were 8,410 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	32.38 R	33.07 R	37.32 L
76.05 L	115.90	50.66 L	51.65 L

- Maintenance and serviced flow meters at MP's

18.60 L	20.42 L NP	22.50 R	22.78 L
23.94 R	26.21 R	26.89 R	26.95 R
31.60 L	32.61 R	32.62 R	34.55 L
35.04 R	35.18 L	36.01 L	36.39 L
36.68 L	44.24 R	45.35 R	45.78 R
46.83 L	49.43 L	50.66 L	50.70 R
53.64 R	56.80 L	57.46 L	

- 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
- Additional operational activities
 - San Joaquin River flow measurement coordination (SJRRP)

Control Operations

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

- C-25-JP-67 JPP Unit 5 testing equipment installation
- C-25-ON-68 OPP Unit 4 distributor shaft seal
- C-25-JP-69 JPP Unit 5 testing equipment removal
- C-25-JP-70 JPP Unit 1 speed head inspection
- C-25-ON-71 OPP Unit 6 inspect and repair enclosure tube
- C-25-DCI-72 DCI Units 1 & 2 control panel installation
- C-25-JP-73 JPP Unit 1 inspection
- C-25-JP-74 JPP Unit 6 annual maintenance
- C-25-JP-74A JPP Unit 6 annual maintenance
- C-25-JP-75 JPP Unit 6 suction elbow
- C-25-JP-76 JPP Unit 6 accumulator tank

Jones Pumping Plant (JPP)

Electrical/C&I Maintenance Crews:

- JPP Unit 1 pump annual maintenance 12-month PM
- JPP Unit 6 motor annual maintenance 12-month PM
- JPP Unit 4 brake malfunction, troubleshoot and repair
- Tracy switchyard lighting inspection 3-month PM
- JPP lighting test and inspection 3-month PM
- JPP C&I test and inspection 1-month PM
- JPP station service battery bank 1-month PM
- JPP emergency lighting system test and inspection 1-month PM
- Investigate and troubleshoot sewer pit SCADA alarm
- JPP Unit 1 high pressure lube oil sensor failure, troubleshoot and repair
- JPP siphon breaker system SCADA connection issue, troubleshoot and repair
- JPP industrial water system flow meter #2 replacement
- JPP excitation and control board modernization project
- Tracy switchyard lighting inspection 3-month PM

Mechanical Maintenance Crews:

- JPP Unit 6 motor annual maintenance 12-month PM
- JPP Unit 6 pump annual maintenance 12-month PM
- JPP Unit 6 butterfly valve (BFV) annual maintenance 12-month PM
- JPP West Bank CO2 bottles 6-month PM
- JPP East Bank CO2 bottles 6-month PM
- JPP Spare Bank CO2 bottles 6-month PM
- JPP air wash unit 1-month PM
- JPP Unit 1 BFV hydraulic arm leak, troubleshoot and repair
- JPP Unit 4 wheel pit sump pump float switch replacement
- JPP Unit 5 wheel pit sump pump float, troubleshoot and repair
- JPP Unit 4 brake malfunction, inspection, troubleshooting and repair
- JPP Industrial water system packing gland water meter replacement
- JPP stop log rehabilitation
- Removed and replaced fire extinguishers for service
- JPP cranes and hoists annual recertification and inspection prep

Civil Maintenance Crews:

- Hauled stop log from JPP to the Sandblast Building

O'Neill Pumping/Generating Plant (OPP)

Electrical/C&I Maintenance Crews:

- OPP penstock exhaust fan test and inspection 3-month PM
- OPP facilities GFI test and inspection 3-month PM
- OPP 3-ton chain hoist crane test and inspection 3-month PM
- OPP air, heat and vent systems and inspections 3-month PM
- OPP emergency lighting test and inspection 1-month PM
- OPP station service dry transformer test and inspection 1-month PM
- OPP cathodic protection system anode test and inspection 1-month PM
- OPP security gates north/south test and inspection 1-month PM
- OPP annunciator panels test and inspection 1-month PM
- OPP facility restroom plumbing inspection 6-month PM
- OPP battery room fan motor failure, investigate and troubleshoot
- OPP troubleshoot SCADA PLC inputs and outputs development
- OPP Unit 6 enclosure tube bolt issue, investigate and repair
- OPP Unit 4 Governor distribution step seal leak, investigate and repair
- OPP Unit 3 stuffing box water leak, troubleshoot and repair

Mechanical Maintenance Crews:

- OPP Unit 6 enclosure tube bolt issue, investigate and repair
- OPP Unit 4 Governor distribution step seal leak investigation and repair
- OPP Unit 3 stuffing box water leak, troubleshoot and repair
- OPP building inspection 6-month PM
- OPP trash rake crane test and inspection 1-month PM
- OPP 5 ton stop log gantry crane test and inspection 1-month PM

Civil Maintenance Crews:

- None to report

DMC/CA Intertie Pumping Plant (DCI)

Electrical/C&I Maintenance Crews:

- DCI Units 1 & 2 Restoration and Plant Electrical upgrades
- DCI SCADA system 1-month PM

Mechanical Maintenance Crews:

- Uncouple DCI Units 1 and 2 for contractor bump testing

Civil Maintenance Crews:

- DCI generator fueling and maintenance

Delta-Mendota Canal (DMC)

Electrical/C&I Maintenance Crews:

- LBFO main gate controller test and inspection 1-month PM
- LBFO domestic well pump and tank test and inspection 3-month PM
- LBFO domestic water tank float switch and pressure gauge replacement
- LBFO wash water recycling system unit installation
- Check 11 downstream elevation sensor reading error, troubleshoot and repair
- MP 115 flowmeter settings and parameters troubleshooting

Mechanical Maintenance Crews:

- None to report

Civil Maintenance Crews:

- DMC trash collection at MP's 10.28, 14.80, 17.22, 18.05, 52.01, 58.25, and 72.80
- DMC mechanical weed control from MP 52.01 to 62.09
- DMC chemical weed control from MP 57.95 to 68.03, 80.34 to 97.86
- Fence repair at MP 97.68 to 105.06, CK 13 and VWW MP 3.65
- DMC liner milepost marker painting from MP 80.01 to 97.86
- Install bridge at MP 22.50
- Float line repair at MP's 18.58 and 58.46
- MP 31.31 trash rack modifications
- Clean drain inlets from MP 43.24 to 79.12
- DMC checks 1 to 18 block houses, spraying for insects and pest
- Cleaned shoulder drain at Stuhr Rd. (MP 51.40)
- Intake Channel drain maintenance
- Intake Channel trash collection
- DMC erosion control at MP 65.89 to 68.03, 69.21 to 79.12 and Intake Channel
- LBFO wash water recycling system unit removal
- MP 115 meter maintenance and cleaning
- Annual fire extinguisher inspection
- Installed new company logos on vehicles and equipment
- Numerous vehicle oil changes and minor repairs
- Heavy fleet smog services

Tracy Field Office

Electrical/C&I Maintenance Crews

- Control Building HVAC test and inspection 6-month PM
- Meter Maintenance Shop lighting test and inspection 3-month PM
- CMT/VMT 2-ton monorail hoist electrical test and inspection 3-month PM

- CMT/VMT lighting inspection 3-month PM
- JPP ¼ ton monorail hoist electrical test and inspection 3-month PM
- JPP ½ ton monorail hoist electrical test and inspection 3-month PM
- Tracy Electric Shop lighting inspection 3-month PM
- TFO Administration Office lighting inspection 3-month PM
- TFO Water Treatment Plant lighting inspection 3-month PM
- Control Building 1-ton monorail hoist electrical test and inspection 3-month PM
- Tracy UPS battery bank test and inspection 1-month PM
- TFO Water Treatment plant C&I test and inspection 1-month PM
- Control Room annunciator C&I test and inspection 1-month PM
- DCA 480 V panel alarm on 64 relay, troubleshoot and repair
- Install photocell light fixture to illuminate EV charging station
- Investigate and troubleshoot UZ11A annunciator communication error
- Replace lighting fixtures and lights in the Control Room building

Mechanical Maintenance Crews:

- CMT car wash water recycling unit 1-month PM
- Replaced 20-gallon water heater on Electric Shop mezzanine
- Fabricated walkway at MP 22.50

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
- OPP cathodic protection system investigation
- LBFO vehicle lift upgrade
- JPP U-4 brake malfunction report
- OPP as-built drawing updates
- OPP step seal ring study
- JPP station service battery troubleshooting and replacement

Land Management Activity Summary

The Engineering staff issued two (2) access permits this month:

- Access Permit P2602035 was issued to Larry Buehner to grade his parcel adjacent to the Delta-Mendota Canal right-of-way at Milepost 39.87
- Access Permit P2602036 was issued to the Caltrans allowing them to remove graffiti from their existing bridge crossing at Milepost 22.37 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
- Los Banos Creek Recharge and Recovery Phase 1
- City of Patterson, Salado Creek overchute request
- SNCWD, use of DMC ROW for staging of HDD boring under CCID canal

Contract Updates

Spec. No.	Title	Status
F25-ALL-016	Project Management & Engineer Support Services - Task 1 DCI Arc Flash Investigation - FY26	4th amendment approved by board at November meeting. Executed 11/13 to increase task order from \$91,276.00 to \$175,376.00
F26-ALL-009	Procurement Support Services - Master Agreement	Agreement & proposal under review
F25-ALL-033	Gannett Fleming Engineering Services - Master Agreement	Contract and Task Order 1 & 2 ongoing
F26-LBFO-013	Supply and Delivery of Pesticides	Contract executed 11/12/25. Product delivery pending
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
F25-ALL-021	C.A.R.B. Advanced Clean Fleet Compliance Consultation	Master Agreement, no current task orders
F26-LBFO-008	NPDES Permit Consulting Services Master Agreement	Master Agreement, per task
F26-ALL-001	NetSuite Support Services - Master Agreement	Master Agreement, per task
F25-ALL-018	Hallmark Project Management	Master Agreement, per task.
F24-ALL-032	Mechanical Maintenance and Tech. Support	No pending task orders
F25-JPP-007a-f	Excitation System - Master for 1 - 6 Units	Per Unit / Agreement
F26-JPP-016	JPP Impeller Balancing	Pre-solicitation
F26-JPP-014	JPP Station Battery Replacement	Solicitation phase, informal bids due 12/16
F26-JPP-015	JPP Rehabilitate Coating	Solicitation phase, proposals due 1/13/26
F26-DMC-012	DMC Subsidence Correction Project - Phase 1	Solicitation phase, proposals due 1/7/26

F25-ALL-021	C.A.R.B. Advanced Clean Fleet Compliance Consultation - Task 2	Work completed
F25-ALL-021	C.A.R.B. Advanced Clean Fleet Compliance Consultation - Task 1	Work completed
F25-DCI-026	DCI U1 & U2 Restoration and Plant Electrical Upgrades - Material only	Work completed
TBD	CP System Survey Blanket	Working with Charles, pending SOW

SAFETY DEPARTMENT

The Safety Department worked on the following items this month:

- Issued Safety Training materials for the month of November to all staff members
- Working on quote for FR Clothing Program
- Started process for revamping Lone Worker Program
- Created rough drafts for new policies/programs
- Began review of current policies for updates

PROCUREMENT AND WAREHOUSE MANAGEMENT DEPARTMENT

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

- 106 Purchase Orders were issued this month
- 63 Inventory Checkouts
- 194 Item Receipts
- Prepared final weekly PO Invoicing Packages for submittal to A/P for payment
- Completed Smart Procure Public Records Request/Report sent to legal
- Reviewed sample POs in NetSuite for paperless invoice processing, provided feedback to Consultant Citrin
- Re-reviewed change order/amendment language on procurement policy, provided recommendation for revised wording/clarification to legal
- Reviewed and provided feedback to our Consultant Citrin regarding Service Orders transferring from Item Receipt to Vendor Bill Process
- Completed prior month department report

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
- Bi-weekly COO Staff meetings
- Bi-weekly working sessions with Citrin Cooperman (NetSuite Consultant)
- Review/approve timesheets

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 and EO&M Budgets
- Support FY27 EO&M & RO&M budgets, regions 51 and 53
- All Crafts Meeting to discuss status of various projects and open SO
- Push Requisition approvals
- Quotes for Anti-Virus renewals
- Purchase initial O365 licenses

General Network & Desktop Support:

- Desktop support per incident
- Research alternative AV options for Board Room
 - Demos pending
- Swap defective Engineering laptop
 - Open warranty ticket with Dell
- Upgraded Auto CAD & Inventor Licenses as required for Engineering

Ongoing:

- Prep new iPhones and iPads for MDM and deployment
- iPad(s) configured and deployed to Water Operations
- Conversion to Net Extender for VPN Access to network
- Desktop/printer/peripheral
 - Purchased new Surfaces for Executive staff
 - Image creation in progress
 - ARM processor compatibility issues
- Servers
 - Performance monitoring
 - Prepping servers for redeployment and create test lab
 - LBFO AD server migration
- Document Management
 - Monthly Status Meetings
 - Server data file inventory
 - Legal Dept Sandbox testing
 - Set up remote access for vendor
- 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
 - Cybersecurity training and webinars
 - Cyber Readiness Institution Certification Course
 - Monitor Knowbe4 Phishing Campaign
 - Cybersecurity Team
 - Cybersecurity 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 Cybersecurity 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 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
 - OPP break room
- 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 FirstNet cellular to OPP and LBFO
 - Updates to existing copper analog lines
- Review Comcast proposal as potential alternative/ back up to AT&T
- Avaya phone system upgrades

SCADA DEPARTMENT

The SCADA staff worked on the following items this month:

Administrative Activities:

- InfraGard application process

General SCADA Network Support:

- Troubleshoot annunciator OPP and SCADA alarms
 - Repairing and or developing alarms for SCADA A and B
- Monthly “All Crafts Coordination Meeting
- OPP Annunciator troubleshooting and repairs
- OPP troubleshoot and repair megawatt vain controls
- OPP re-establish comms between PLC and server
- JPP troubleshoot West tube totalizer
- JPP U5 SCADA alarm SEL relay mismatch
- DMC MP115 meter replacement and re-connect comms to SCADA
- DMC troubleshoot lower end radio comm losses

Ongoing:

- Installation of direct wireless connection to Syphon House with Ubiquity devices
 - More bandwidth temporarily until fiber pull complete
- 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 Cybersecurity 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
 - 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 unWired services

- Support for Transformer Upgrade Project
- DMC
 - AT&T FirstNet to start APN with DIGI devices
 - Final design completed
 - Check hardware install completed
 - APN configuration and setup
 - 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
 - Excitation Project support
 - Meeting with vendors and Droose
 - Build Proxmox virtual server
 - Provide settings from existing devices to vendor
- 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
 - Procurement Technician
- Resume/Candidate Reviews
 - Plant Mechanic (on-going)
 - Procurement Technician
- Interviews/Skills Testing
 - Plant Mechanic (skills testing, on-going)
 - Procurement Technician (interviews scheduled)
- Job Offers – None
- Scheduling of Retirement Representatives
 - Creative Planning
 - Mission Square

Trainings:

- Cybersecurity training tracking (all staff)
- Sexual Harassment Prevention training tracking (all staff)
- Defensive Driving training tracking (all staff)
- Ethics training tracking (executive & supervisory staff)
- Workplace Violence Prevention training (all staff)
- Navigating reasonable accommodations
- Data management software training RiskStar (property insurance, JPIA)

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: No activity this month. Repair plan has been designed, and the conflicting PG&E line has been relocated. Project needs to be scheduled.

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 development and solicitation of the Phase 1 RFP and the next steps to keep the project moving forward.

Feasibility Study: Feasibility Study has been approved and FONSI (Finding of No Significant Impact) and ROD (Record of Decision) are anticipated late 2025 or early 2026. Coordination continues on Federal permitting efforts with FWS, SHPO, Section 106.

Project Management: Hallmark continues to assist in managing the project and is involved in all aspects of the project. CDM Smith is assisting from a technical perspective.

Design Data Support: Staff continued to manage the Professional Services Agreement with Sandis Engineering (executed Aug 2024) for utility locating and mapping services. The Design team has completed the review and submitted a final set of comments to Sandis to complete. Sandis has provided an updated deliverable and staff to perform a back check review. Upon satisfactory review, the documents will be deemed final.

Phase 1: As approved by the Planning Committee, Phase 1 is the current focus. Phase 1 consists of 4 tasks, (1) Lining & Embankment Raise mp3.5 – 7.2, (2) Liner Raises at Sag Locations, (3) Upper DMC Underwater Liner Repairs, and (4) Lower DMC Underwater Liner Repairs. This month, the team consisting of consultants and WA staff focused on drafting the Request for Proposal for the CMGC agreement to complete Phase 1. The solicitation was publically posted on 11/12/2025 with the mandatory proposal conference held on 11/20/2025. Proposals are due January 7th, and staff anticipates taking the contract to the Board in February to obtain authorization to execute the CMGC contract. Tasks 1 and 2 are required to be completed by January 2027 to take full advantage of the DWR Grant.

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

EXTRAORDINARY O&M and CAPITAL PROJECTS

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 Underdrain Sedimentation Removal Project (FY25)

Status: No activity this month, project is on hold.

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. Two advance funding progress payments have been received from Reclamation, and a third submitted. SLDMWA and TSC continued to provide support and access on site for design information. The 30% design meeting is scheduled for mid December. 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.

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: No activity this month. Staff is in conversation with vendors who can perform the preliminary inspection for this project.

JPP Rehabilitate Coating on Pump Casings & Bifurcation (FY25)

Status: Staff is working closely with GFT on scheduling and planning the project. A new set of technical specifications was developed and approved. The RFP was released on November 24th, with site work scheduled to occur in 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 continued to review the

EXTRAORDINARY O&M and CAPITAL PROJECTS

scope and work with the consultant on details. With scope finalized, the consultant will be resubmitting a proposal that includes the proposed costs.

JPP Unit 5 Leak Investigation & Repair

Status: Pentair came onsite early November to perform an Advanced Machinery Health Survey on JPP Unit 5. This was to establish vibration levels and potential issues prior to disassembly. Sensors were placed throughout the pump and motor assembly, and data was collected. A report of their findings is pending. 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. The RFP was released on November 24th for the recoating of the pump casing with site work scheduled to occur in April and May of 2026 during the low flow period. Staff is preparing an impeller balancing RFP with anticipated release in early December.

O'NEILL PUMPING/GENERATING PLANT (OPP)

Main Transformers Rehabilitation

Status: A full plant outage was taken from Oct 6 to Oct 24 with the intent to swap Transformer A out of service, and swap the Spare into service. However, after the Spare had been moved, several nitrogen gas leaks were found. After further investigation, the March 2024 weld repairs were determined to have punctured the lid. With the possibility of metal in the transformer, the Spare could not be energized, and Transformer A was moved back into service.

Water Authority, Reclamation TSC, CVO, and CEI held multiple technical group meetings and have planned to follow TSC's recommended testing procedure to evaluate the status of the internals of the spare transformer. An Induced Potential Test (IPT) will be performed on the Spare to determine if metal entered the windings of the transformer. The IPT is scheduled for December 10th, pending approval of a 10 hour outage.

OPP Upgrades – Pump Bowl Fabrication & Governor Rehabilitation

Status: Staff continues to work with Pentair on Phase II of the contract. 100% design of the bowls and the governor have been received, and staff has reviewed and approved them in conjunction with USBR. Phase 1 is complete, and Phase 2 notice to proceed was issued to Pentair after the October board approval. Staff witnessed the factory acceptance testing of the hydraulic manifold for the governor system from November 11 - 14. The first bowl is scheduled to be delivered September 2026.

EXTRAORDINARY O&M and CAPITAL PROJECTS

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 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 continued to review the scope and work with the consultant on details. With scope finalized, the consultant will be resubmitting a proposal that includes the proposed costs.

OPP Warehouse Building (Design & Construction)

Status: Reclamation requested and Water Authority staff provided the Scope of Work for the project. Staff is now focusing on contracting to enter into a Design-Build agreement with a builder.

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. Units 1 & 2 replacement motor control panels included the new relays and have been installed and passed electrical tests. Installation of the new relays for Units 3, 4, 5 & 6 to be planned.

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 panels 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, Uteig 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

EXTRAORDINARY O&M and CAPITAL PROJECTS

Transfer Switch (ATS). Improvements to Annunciation, and Protective Relays are still in process. Power Solutions performed SF6 breaker and station service breaker tests. Fire Suppression Panel Replacement has been scheduled for December 8, 2025 to be performed by a contractor. Also, SLDMWA has been working on multiple tests and maintenance activities as required by USBR.

Units 1 & 2 motor control panels were received late October with installation and commissioning occurring late November/early December.

MULTIPLE FACILITIES

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

Status: Completed. An electric vehicle charging station was constructed and a consultant developed a comprehensive plan to use for planning purposes.

WATER OPERATIONS REPORTING





San Luis & Delta-Mendota Water Authority
OPERATIONS SUMMARY

NOTE: ALL FIGURES ARE IN ACRE FEET

	October-2025	October-2024
JONES PUMPING PLANT - PUMPED	152,199	202,097
DCI PLANT - PUMPED	13,529	22,602
DCI PLANT - RETURNED	0	0
O'NEILL P/G PLANT - PUMPED	32,765	46,169
O'NEILL P/G PLANT - GENERATED	526	3,818
DMC DELIVERIES	26,234	43,040
RIVER/WELL/RECYCLE WATER INTO DMC	2,101	5,034
MENDOTA POOL DELIVERIES	70,421	93,004
SHASTA RESERVOIR STORAGE	2,547,400	2,595,700
SAN LUIS RESERVOIR STORAGE	1,069,396	1,061,118
* FEDERAL SHARE	256,706	333,827

	October-2025	October-2024
*SAN LUIS UNIT DELIVERIES	4,769	7,789
SAN LUIS UNIT WELL WATER	0	0
SAN FELIPE UNIT DELIVERIES	5,410	5,626

Jones Pumping Plant monthly average = 2,475 cfs



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

Date 11/13/25

Revised 11/24/25

<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	152,199			
Total Pumped @ DCI	(13,529)			
Total Reversed @ DCI	0			
City of Tracy		0	821	821
Byron Bethany I.D.		101	3	104
West Side I.D.		0	0	0
Banta Carbona I.D.		0	0	0
West Stanislaus I.D.		0	0	0
Patterson I.D.		0	0	0
Del Puerto W.D.		2,443	6	2,449
Central California I.D. - above check #13		2,190	0	2,190
Santa Nella County W.D.		0	0	0
Volta Wildlife Mgmt. Area (Fish & Game)		1,717	0	1,717
Fish & Wildlife (Volta) Santa Fe - Kesterson		0	0	0
Grasslands W.D. (Volta)		6,954	0	6,954
Total Pumped @ O'Neill PP	(32,765)			
Total Generated @ O'Neill PP	526			
Central California I.D. - below check #13		259	0	259
Grasslands W.D. (76.05-L)		8,126	0	8,126
Fish & Game Los Banos Refuge (76.05-L)		610	0	610
Fish & Wildlife Kesterson (76.05-L)		555	0	555
Freitas Unit (76.05-L)		555	0	555
Salt Slough Unit (76.05-L)		386	0	386
China Island (76.05-L)		141	0	141
San Luis W.D. - below check #13		320	0	320
Panoche W.D.		922	2	924
Eagle Field W.D.		53	0	53
Oro Loma W.D.		0	0	0
Mercy Springs W.D.		0	0	0
Firebaugh Canal W.D. (D.M.C.)		70	0	70
River and Groundwater well pump-in	0			
North Valley Regional Recycled Water Program	2,101			
Change in Canal Storage	(523)			
Wasteway Flushing and Spill	0			
Total Available in Delta-Mendota Canal	108,009			
TOTAL DELIVERY FROM DELTA-MENDOTA CANAL	(26,234)	25,402	832	26,234
Theoretical DMC Delivery to Mendota Pool	81,775			
Total DMC Calculated Delivery to MP	74,232			
Estimated (Loss) or Gain in DMC	(7,543)			
Estimated % Loss or Gain in DMC	-4.89%			



**San Luis & Delta-Mendota Water Authority
Monthly Deliveries
October 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	74,232			
Mendota Pool Groundwater Well Pump-In	778			
(+)SJRRP Releases into Mendota Pool	2,114			
(+)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)		13,914	0	13,914
Columbia Canal Company (CCC)		4,530	0	4,530
Firebaugh Canal Water District (FCWD)		1,416	0	1,416
San Luis Canal Company (SLCC)		5,492	0	5,492
<u>Refuge:</u>				
Conveyance Losses		1,735	0	1,735
Calif Dept of F/G-LB Unit (CCID)		1,444	0	1,444
Calif Dept of F/G-LB Unit (SLCC)		837	0	837
Calif Dept of F/G-Salt Slough Unit (CCID)		914	0	914
Calif Dept of F/G-China Island Unit (CCID)		335	0	335
US Fish & Wildlife-San Luis Refuge (SLCC)		4,590	0	4,590
US Fish & Wildlife-Freitas (CCID)		1,314	0	1,314
US Fish & Wildlife-Kesterson (CCID)		1,314	0	1,314
Grasslands WD (CCID)		15,676	0	15,676
Grasslands WD (SLCC)		3,243	0	3,243
Grasslands (Private)		3,556	0	3,556
San Luis WD Conveyance (CCID)		6	0	6
Del Puerto WD Conveyance (CCID)		0	0	0
<u>San Joaquin River Restoration Project:</u>				
SJRRP		2,003	0	2,003
<u>Other: (see MP Operations Report)</u>		8,102	0	8,102
<i>Total Available Water in Mendota Pool</i>	77,124			
TOTAL DELIVERY FROM MENDOTA POOL	(70,421)	70,421	0	70,421
*Estimated (Loss) or Gain in Mendota Pool	(6,703)			
*Estimated % Loss or Gain in Mendota Pool	-8.69%			
Total System Delivery	(96,655)			
*Total Estimated System (Loss) or Gain	(14,246)			
*Total Estimated % System Loss or Gain	-9.06%			

Special Notes:

Higher than normal system losses due to reduced canal side and Mendota Pool demands



Jones Pumping Plant
October - 2025

Date	# OF UNITS	TIME ON/OFF	AVG DAILY CFS
1	5	Continuous	4314
2	5	Continuous	4296
3	5	Continuous	4247
4	5	Continuous	4226
5	5	Continuous	4155
6	5-3	0036	2681
7	3	Continuous	2581
8	3	Continuous	2664
9	3	Continuous	2775
10	3	Continuous	2725
11	3-2	12:01	2288
12	2	Continuous	1835
13	2	Continuous	1826
14	2	Continuous	1823
15	2-1	2200	1662
16	1	Continuous	870
17	1-2	2000	1078
18	2-1	1201	1396
19	1	Continuous	968
20	1-2	0100	1607
21	2-3	0801	2227
22	3-2	0001	1750
23	2	Continuous	1750
24	2-1	0001	945
25	1	Continuous	967
26	1-2-3-4	0701-0819-1101-1607	2263
27	4	Continuous	3542
28	4	Continuous	3513
29	4-3-2-7-2-3-4	0635-0637-0741-1001-1006-1102	3165
30	4-3-2-1-2-3-4	1004-1006-1025-1500-1505-1600	2949
31	4-5	1900	3648
AVG CFS for the month			2475



NON-PROJECT WATER CREDITS REPORT
(ALL FIGURES IN ACRE FEET)
October 2025 WA Credits

Date: 11/04/25

Revised 11/10/25

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	19,249	19,250	1	(1)	BBID	0	0	0	3,478
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	56,878,829	56,883,197	1	0	BCID	0	0	0	0
20.42-L	56,878,829	56,883,197	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	2,160	1.03	(3)	DPWD	0	0	0	0
31.31-L1	89,366	89,366	1	0	WSTAN	0	0	0	1,449
31.31-L2	89,366	89,366	1	0	DPWD	0	0	0	0
31.31-L3	89,366	89,366	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	1,807	0.86	(5)	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								0	18,111



NON-PROJECT WATER CREDITS REPORT

(ALL FIGURES IN ACRE FEET)

October 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								0	18,550
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:						0		0	1,449
Byron Bethany Irrigation District:						0		0	3,478
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	100
Grassland Water District L.B. Creek Diversion Structure						0		0	5,319
San Luis Water District L.B. Creek Diversion Structure						0		0	0



MENDOTA POOL OPERATIONS

2025

ALL FIGURES IN ACRE-FEET

Date: 11/5/25

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
FRESNO SLOUGH	0	0	0	0	0	0	0	0	0	0			0
TPUD	0	0	22	0	0	15	25	23	0	0			85
JAMES I.D.	1,033	2,260	45	1,192	3,960	7,003	7,030	6,352	1,454	774			31,103
WESTSIDE AGRICULTURE ₃	1,035	687	23	77	206	190	205	232	29	54			2,738
M.L. DUDLEY & INDART ₁	31	32	314	451	167	256	471	217	124	187			2,250
MID VALLEY (Kings River)	0	0	0	0	0	0	0	0	0	0			0
REC. DIST. 1606	0	0	0	0	75	19	54	28	17	0			193
STATE FISH & WILDLIFE	1,674	874	245	849	1,443	860	1,250	1,167	2,908	3,796			15,066
TRACTION	651	159	170	559	782	749	671	684	1,005	1,412			6,842
UNMETERED	25	45	20	120	140	100	40	80	400	120			1,090
Total	2,350	1,078	435	1,528	2,365	1,709	1,961	1,931	4,313	5,328			22,998
COELHO FAMILY TRUST ₂	160	116	328	834	952	775	804	560	400	405			5,334
TRANQUILITY I.D.	0	1,081	1,378	2,363	4,033	3,723	3,106	2,395	1,689	1,304			21,072
WESTLANDS LATERAL-6	0	0	0	0	138	0	0	0	0	0			138
WESTLANDS LATERAL-7	0	0	0	0	0	0	0	0	0	0			0
CARVALHO TRUST	0	15	40	89	134	122	110	45	39	50			644
TOTAL	4,609	5,269	2,585	6,534	12,030	13,812	13,766	11,783	8,065	8,102	0	0	86,555

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 85,489 AF

James Bypass Flows 0 AF

Oct, 2025

DMC Inflow 74,232 AF

James Bypass Flows 0 AF

Nov, 2025

DMC Inflow AF

James Bypass Flows AF

Dec, 2025

DMC Inflow AF

James Bypass Flows AF



	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	673	23			5,008
M.L. DUDLEY & INDART ₂	0	37	13	0	557	530	319	241	461	243			2,401
FORDEL	0	505	511	440	428	372	412	50	0	0			2,718
COELHO WEST	0	0	47	298	314	262	284	279	86	92			1,662
CASACA VINYARDS	0	0	46	185	180	89	82	94	0	0			676
DPF	0	0	0	0	0	0	42	86	0	0			128
SOLO MIO	0	0	14	75	80	90	59	0	0	0			318
BAKER FARMS	0	0	0	0	0	0	0	0	0	0			0
FARMERS W.D.	0	0	184	973	991	0	0	0	651	0			2,799
WESTSIDE AGRICULTURE ₃	0	0	28	104	189	236	166	0	28	57			808
WESTSIDE AGRICULTURE BANKED ₃	0	0	0	0	0	0	0	0	0	0			0
SILVER CREEK	0	0	53	233	374	114	73	236	219	227			1,529
TRANQUILITY I.D.	0	0	0	0	0	0	0	0	0	0			0
FCWD	0	0	0	69	80	68	74	69	57	43			460
ALMENDRA	0	0	0	0	114	168	181	175	180	93			911
YRIBARREN FARMS	0	0	0	0	0	0	0	0	0	0			0
CARVALHO TRUST	0	0	0	0	76	53	0	1	0	0			130
ETCHEGOINBERRY	0	0	0	0	0	0	0	0	0	0			0
FRESNO SLOUGH W.D.	0	0	0	0	0	0	0	0	0	0			0
LSK-1	0	0	0	0	0	0	0	0	0	0			0
TOTAL	0	547	1,096	3,883	4,948	2,423	1,692	1,826	2,355	778	0	0	19,548

[illegible]

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

OCTOBER 2025

REACH TOTALS	POOL	INFLOW INTO AQUEDUCT	CUSTOMERS	AMOUNT IN AF
R3A 5410			Parks & Rec. @ San Luis Reservoir	0
			Santa Clara Valley Water District	5080
			Casa de Fruta (Santa Clara Valley Water District)	0
			San Benito Water District	330
R3 427	13		CDFW @ O'Neill Forebay	0
	13		Parks & Rec. @ O'Neill Forebay	0
	13		Cattle Program @ O'Neill Forebay	0
	13		Santa Nella County Water District	18
	13		San Luis Water District	409
R4 7374	14		City of Dos Palos	112
	14		Pacheco Water District	409
	14		San Luis Water District	1659
	14		Panoche Water District	59
	15		San Luis Water District	993
	15		Panoche Water District	1206
	15		Westlands Water District	2936
R5 17223	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	4180
	17		Westlands Water District	4513
	18		DWR Truck @ 13R	0
	18		City of Coalinga	610
	18		Pleasant Valley Pumping Plant	3566
	18		Westlands Water District	4354
R6 6667	19		Alta Gas	0
	19		City of Huron (P&R-Area 11) @ 22R	4
	19		DWR Water Truck @ 22R/CDFW @ 22R	0
	19		Lemoore N.A.S. thru WWD 28L,29L,&30L	218
	19		Kings County thru WWD 30L	0
	19		Westlands Water District	6445
R7 4969	20		City of Huron @ 23R	69
	20		DWR Water Truck @ 23R	2
	20		Westlands Water District	3474
	21		City of Avenal	174
	21		Kings County thru WWD 37L,38L	0
	21		Westlands Water District	1250
42070		0	<---TOTALS--->	42070
TOTALS BY CUSTOMERS				
Inflow Into Aqueduct:				
0 AF TOTAL for PUMP-IN			Santa Nella County Water District	18
0 AF TOTAL for FLOOD			Pacheco Water District	409
			San Luis Water District	3061
			Panoche Water District	1265
			Westlands Water District	30718
			AltaGas	0
			City of Huron @ 23R	69
			City of Huron (P&R/Area 11 @ 22R)	4
			Lemoore N.A.S. thru WWD @ 28L,29L&30L	218
			Kings County thru WWD Laterals	0
			City of Avenal	174
			City of Dos Palos	112
			City of Coalinga	610
			CDFW @ O'Neill Forebay	0
			San Felipe -Pacheco Tunnel	5410
			CDFW @ 4L, 6L, 7L	0
			DWR Water Truck @ 23R	2
			Parks & Recreation	0
			Cattle Program @ O'Neill Forebay	0
Pool 12 - Reach 2B			Customers Total:	42070
VA Turnout Use AF = 15				
DWR 3137(Rev.9/15)				42085



Monthly Availability Report

CW "Bill" Jones Pumping Plant

October - 2025

Unit #	Max Hours	Scheduled Outages (1)	%	Unscheduled Outages (2)	%	Over-all Availability %	Starts	Comments
							Pump	
Unit-1	744	439.8	59.11%	0.0	0.00%	40.89%	3	
Unit-2	744	0.0	0.00%	6.5	0.87%	99.13%	5	
Unit-3	744	0.0	0.00%	27.3	3.67%	96.33%	2	
Unit-4	744	51.3	6.90%	487.0	65.46%	27.64%	2	
Unit-5	744	32.1	4.31%	0.0	0.00%	95.69%	7	
Unit-6	744	0.0	0.00%	0.0	0.00%	100.00%	3	
Total	4464	523.2	12%	520.8	11.67%	76.33%	22	

Notes:

(1) Planned maintenance

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



Monthly Availability Report

DCI Pumping Plant

October - 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%	7	Tube clearance inspection and Clock replacment
Unit-4	744	0.0	0.00%	0.0	0.00%	100.00%	9	Tube clearance inspection and Clock replacment
Unit-5	744	0.0	0.00%	0.0	0.00%	100.00%	8	Clock Replacement
Unit-6	744	0.0	0.00%	0.0	0.00%	100.00%	11	Clock Replacement
Total	4464	0.0	0%	1488.0	33.33%	66.67%	35	

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

October - 2025

Unit #	Max Hours	Scheduled Outages (1)	%	Unscheduled Outages (2)	%	Over-all Availability %	Starts		Comments
							Pump	Gen	
Unit-1	744	473.6	63.66%	0.0	0.00%	36.34%	3	1	
Unit-2	744	473.6	63.66%	0.0	0.00%	36.34%	2	0	
Unit-3	744	473.6	63.66%	0.0	0.00%	36.34%	2	0	
Unit-4	744	0.0	0.00%	744.0	100.00%	0.00%	2	0	
Unit-5	744	473.6	63.66%	0.0	0.00%	36.34%	3	0	
Unit-6	744	473.6	63.66%	0.0	0.00%	36.34%	4	2	
Total	4464	2368.0	53%	744.0	16.67%	30.33%	16	3	

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: December 11, 2025

RE: Staff Report on Science Program – November 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 Coordination Structured Decision-making Facilitation	Funding	Delta Group	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
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 Funding issues on the federal government side have resulted in delays in the implementation of these projects, which began in earnest in October. Staff anticipates much of this work continuing into FY 27.	\$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 4. SLDMWA facility Vulnerability Assessment and Recommended Response for Golden Mussel	\$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 received initial drafts of three tributary specific science for review. These plans will be revised and provided for a broader review. Staff is assisting with the development of the Data Management Strategy associated with the science plan activities. In addition, the Science Committee is refining the timelines associated with early implementation projects and the value of contribution to the program.

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 final draft should be provided to the DCG for review in December. The final report is anticipated for January 2026. Staff is providing technical support for analyses and interpretation of results. 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 completely a subsequent gate operation from September 5-12, 2025. Due to the implementation of the 2024 ITP, the timeline for the Annual Summer Fall Habitat Action Report shifted to a final report in June 2026.

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

On December 4, 2025, Reclamation signed a Record of Decision implementing modified operations for the CVP and SWP. This action was in response to the previous Presidential Executive Order 14181. 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 provided the final report on November 10, 2024. Staff will review the report for priority actions and participate in informational meetings. The documents 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 October 22, 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 next quarterly Science Coordination



Workgroup meeting will be held on January 20, 2025. Associated with the development of the Socio-Economic Water Supply Model being developed by UC Merced, staff will be sending data requests to member agencies. 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 presented the findings at the RecFIN technical meeting on October 16, 2025 in Monterey, CA. The presentation was well received with several questions, interest, and discussions.

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. Last week, staff provided photos of the monitoring plates at O'Neill forebay that were full of Golden Mussels. 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: December 11, 2025

RE: Staff Report on Activity Agreements - November 2025

Background

This memorandum serves as the Staff Report for November 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 November.

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 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

Q4 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. A Request for Proposal was released to solicit proposals to provide these services, and Authority staff will be working in coordination with the new JPA to facilitate the transition to the new JPA as quickly as possible.

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 November 1, 2025 to November 30, 2025

Date Executed	Contract Title	Vendor or Service Provider	Contract Amount	Contract Solicitation Type	Contract Type	Funding Source	Notes
11/12/2025	F26-LBFO-013 Supply and Delivery of Pesticides	Target Specialty Products	\$130,326.05	Informal Bid	Materials, Supplies, & Equipment (MSE)	01 O&M	Contract executed 11/12/2025 via informal bidding process.

CONTRACT CHANGE ORDER NOTIFICATIONS:

Date Executed	Contract Title	Vendor or Service Provider	Change Order Amount	Original Contract Amount	% Change	Justification
11/13/2025	F25-ALL-016 - Fourth Amendment Task Order 1 - FY26 Arc Flash Investigation & Fault Analysis Project	DHR Hydro, Inc.	\$84,100.00	\$91,276.00	92.14%	Fourth Amendment approved at November 06, 2025 Board Meeting.

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 // Board of Directors and Alternates

From: Scott Petersen, Water Policy Director

Date: December 8, 2025

RE: Committee to Consider Recommendation to Board of Directors to Adopt Policy Framework and Policy Action Plan for Fiscal Year 2027

Background

This document serves as the Policy Action Plan that staff will implement as part of the San Luis & Delta-Mendota Water Authority Policy Framework for Fiscal Year 2027.

Scope of Policy Work

Water Supply Reliability

Advocacy for infrastructure investment, regulatory flexibility, and operational improvements to enhance reliability of water deliveries from the Central Valley Project and other sources.

Program Name		Project Stage/Program Purpose
CVP Operations		
Central Valley Project Operations		Support and implement scientifically justified adaptive management and operational provisions of the 2019 and 2024 Biological Opinions to be incorporated into the anticipated Consultation on the Coordinated Operations of the Central Valley Project and State Water Project
Water Allocation Process Improvements		Support the development and advancement of an improved water allocation process, striking a supportable balance between accuracy and timeline of announcement
Major Infrastructure Projects		
Delta-Mendota Canal Subsidence Correction Project		Pursue or establish state and federal funding programs to improve affordability of project for ratepayers.
San Luis Canal Subsidence Correction Project		Pursue or establish state and federal funding programs to improve affordability of project for ratepayers.
B.F. Sisk Dam and Reservoir Raise		Pursue or establish state and federal funding programs to improve affordability of project for ratepayers, in particular, funding for State Route 152 improvements.

Expansion Project	
Shasta Dam Raise	Pursue or establish state and federal funding programs and necessary authorities to improve affordability of project for ratepayers.
South Delta Operable Gates	Pursue or establish state and federal funding programs and necessary authorities to improve affordability of project for ratepayers.
Member Agency Projects	
Various	Aggregate list of projects to be implemented by SLDMWA member agencies and disadvantaged communities in the SLDMWA member agency service area and pursue or establish state and federal funding programs and necessary authorities to improve affordability of project for ratepayers.
Frontline Communities	Pursue federal funding to support the development of a disadvantaged community water resilience strategy in the Westside-San Joaquin Integrated Regional Water Management Planning Region

Water Quality and Resource Management

Policies related to salinity control, groundwater management, drainage, and habitat restoration.

Program Name	Project Stage/Program Purpose
Salinity Control / Drainage	
CV-SALTS	Coordinate with Grassland Basin Drainage Management Activity Agreement member agencies and others to support efforts to implement CV-SALTS.
Habitat Restoration	
HRL Program	Support implementation of habitat restoration efforts associated with the advancement of the Healthy Rivers and Landscapes alternative to implementing the Bay-Delta Plan Update.
San Joaquin River Restoration Program	Support efforts to implement the San Joaquin River Restoration Program and support efforts to ensure sufficient project implementation and third-party protections enshrined in the authorizing statute.

Environmental and Regulatory Compliance

Engagement in policies affecting implementation of the Endangered Species Act, Clean Water Act, Sustainable Groundwater Management Act, and related state and federal laws.

Program Name	Project Stage/Program Purpose
Endangered Species Act	
Section 7 Consultation Process	Pursue legislative and regulatory changes to improve the Section 7 consultation process, including measures to ensure specialized knowledge is incorporated into the process and measures to improve the accountability of actions taken for listed species protection.
Clean Water Act	

Waters of the United States	Pursue legislative and regulatory changes to clarify jurisdictional waters and to improve the certainty and cost associated with the Clean Water Act permitting process.

Climate Adaptation and Resilience

Support for science-based adaptation strategies that prepare for hydrologic variability and climate change.

Energy and Conveyance Efficiency

Promotion of policies that improve water conveyance and power cost efficiency within the Authority's operations.

Funding and Finance

Advocacy for equitable and practical mechanisms to finance infrastructure, habitat, and water management investments.

Program Name	Project Stage/Program Purpose
U.S. Department of the Interior	
Large-Scale Water Recycling Program	
Title XVI Water Reclamation and Reuse Program	
Infrastructure Investment and Jobs Act Sec. 40902 Storage Projects	
Conveyance Funding	Support efforts to establish and expand non-reimbursable federal and state funding for conveyance projects, including major arterial capacity restoration projects.
Environmental Protection Agency	
Water Infrastructure Finance and Innovation Act (WIFIA) Program	Support efforts to improve access to WIFIA program funding for Authority-led and member agency projects, including expanding financing flexibility.
Army Corps of Engineers	
Rehabilitation of High Hazard Potential Dams Program	

Corps Water Infrastructure Financing Program	

Stakeholder Engagement and Communication

Coordination with federal and state agencies, water users, NGOs, and the public to promote understanding and build coalitions around shared objectives.



POLICY FRAMEWORK

San Luis & Delta-Mendota Water Authority

J. Scott Petersen, P.E.
December 8, 2025



Purpose and Intent

The purpose of this Policy Framework is to guide the San Luis & Delta-Mendota Water Authority (“Authority”) in developing, prioritizing, and implementing policy initiatives that advance the collective interests of its member agencies. The framework provides structure to ensure that policy actions are aligned with the Authority’s mission, reflect the shared values of its members, and are carried out with transparency, collaboration, and accountability.

This document is intended to serve as an internal guide for Authority staff, committees, and member agency representatives engaged in policy analysis, advocacy, and coordination activities.

Mission and Guiding Principles

Mission Statement

To operate and maintain the Delta-Mendota Canal and related facilities reliably and cost-effectively, and to support member agencies in restoring and protecting adequate, affordable water supplies to benefit people, wildlife, and the economy.

Guiding Principles

- 1. Collaboration:** Promote cooperation among member agencies and with partners to achieve shared objectives.
- 2. Integrity:** Ensure all policy activities are conducted ethically, transparently, and in accordance with applicable laws and regulations.
- 3. Science and Evidence-Based Decision-Making:** Ground policy recommendations in sound technical, hydrologic, and economic analysis.
- 4. Stewardship:** Support policies that advance sustainable and resilient water management for agricultural, municipal, environmental, and economic needs.
- 5. Regional Leadership:** Represent the San Luis & Delta-Mendota Water Authority’s service area as a trusted, solution-oriented voice in California and federal water policy discussions.

Scope of Policy Work

The Authority’s policy activities will encompass, but are not limited to, the following areas:

- 1. Water Supply Reliability** – Advocacy for infrastructure investment, regulatory flexibility, and operational improvements to enhance reliability of water deliveries from the Central Valley Project and other sources.
- 2. Water Quality and Resource Management** – Policies related to salinity control, groundwater management, drainage, and habitat restoration.



3. Environmental and Regulatory Compliance – Engagement in policies affecting implementation of the Endangered Species Act, Clean Water Act, Sustainable Groundwater Management Act, and related state and federal laws.

4. Climate Adaptation and Resilience – Support for science-based adaptation strategies that prepare for hydrologic variability and climate change.

5. Energy and Conveyance Efficiency – Promotion of policies that improve water conveyance and power cost efficiency within the Authority’s operations.

6. Funding and Finance – Advocacy for equitable and practical mechanisms to finance infrastructure, habitat, and water management investments.

7. Stakeholder Engagement and Communication – Coordination with federal and state agencies, water users, non-governmental organizations (NGOs), and the public to promote understanding and build coalitions around shared objectives.

Policy Development Process

To ensure consistency and alignment across the Authority’s policy work, the following process will guide policy development and adoption:

1. Issue Identification – Emerging issues may be identified by Authority staff, member agencies, committees, or the Board. Staff will evaluate each issue for relevance to the Authority’s mission and member priorities.

2. Analysis and Recommendation – Staff will conduct or coordinate technical and policy analyses to evaluate potential implications. Draft recommendations will be developed in consultation with member agencies and reviewed by the Water Resources and Policy Committees.

3. Board Consideration – Policy positions or major initiatives will be submitted to the Board of Directors for discussion and approval. Approved positions will guide Authority engagement at the state, federal, and regional levels.

4. Implementation and Advocacy – Staff, under the direction of the Executive Director and consistent with Board-approved positions, will engage with legislative, regulatory, and stakeholder entities. The Authority may collaborate with coalitions or associations where mutual benefit exists.

5. Review and Accountability – The Authority will maintain a Policy Action Plan, reviewed annually, summarizing active and emerging policy initiatives. Staff will provide periodic updates to the Board on outcomes, progress, and any adjustments needed to reflect changing conditions.

Roles and Responsibilities

Board of Directors – Approves the Policy Framework, annual priorities, and major policy positions. Provides strategic direction and oversight.

Executive Director – Directs policy staff and ensures implementation of Board-approved positions consistent with Authority objectives.



Water Policy Director – Leads analysis, coordination, and communication on policy initiatives; ensures alignment with member needs; serves as principal staff liaison for policy matters.

Member Agencies – Provide input, technical support, and local context; communicate member-specific needs and perspectives to inform collective action.

Policy and Technical Committees – Review and advise on policy proposals; ensure coordination between policy and technical efforts.

Advisory and Partner Organizations – Collaborate as appropriate to enhance the Authority’s regional and statewide influence.

Transparency and Communication

The Authority will ensure that its policy positions and actions are communicated clearly and timely to its members, stakeholders, and the public. Transparency will be maintained through:

- Regular policy briefings and reports to the Board.
- Publication of major policy statements and legislative positions.
- Coordination with member agencies to align messaging and representation.

Periodic Review

This Policy Framework will be reviewed at least every five years, or more frequently as conditions warrant, to ensure continued alignment with member priorities and regional needs. Updates will be approved by the Board of Directors.

Adopted by the San Luis & Delta-Mendota Water Authority Board of Directors

Date: _____

Chair: _____

Executive Director: _____



Official Memorandum

PO Box 2157
Los Banos, CA 93635
sldmwa.org

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

From: Scott Petersen, Water Policy Director

Date: December 8, 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

- Ratify the position of "Support" adopted by the Executive Director on November 20 on H.R. 6229 (Schrier), Water Infrastructure Finance and Innovation Act Amendments of 2025
- Adopt a position of "Support" on S. 2753 (Risch), Urban Canal Modernization Act
- Adopt a position of "Support and Amend" on H.R. 3717 (Harder), Golden Mussel Eradication and Control Act of 2025

Federal Legislation

H.R. 6229 (Schrier), Urban Canal Modernization Act

RECOMMENDATION: Support

OBJECTIVE: Improve Water Infrastructure Affecting Authority Member Agencies

Summary

This legislation (1) reauthorizes the Water Infrastructure Finance and Innovation Act of 2014, (2) creates an authority to provide technical assistance to communities under 25,000 in population, (3) modifies the WIFIA program to restore WIFIA funding and financing eligibility to state entities and non-federal cost shares in federally involved projects, and (4) extends the loan length for projects with a useful life greater than 35 years.

Status

H.R. 6229 was introduced on November 20, 2025, and has been referred to the House Committee on Transportation and Infrastructure and the House Committee on Energy and Commerce. An identical bill was introduced in the 118th Congress.

The Executive Director, under delegated authority and subject to ratification, provided a support position to Rep. Schrier's office on introduction of the legislation. This is consistent with the position adopted by the Water



Authority Board in the November 2023 meeting, when identical legislation was considered by the Water Authority Board.

Importance to the Authority

This legislation makes two important changes to the WIFIA program. The first change is that it provides WIFIA funding eligibility for projects on a federal facility where that WIFIA loan would be repaid by nonfederal funding sources. Current law treats these projects differently for budgetary scoring purposes than projects that are not owned by the federal government and this change would provide flexibility for projects like the B.F. Sisk Dam Raise and Reservoir Expansion Project or the Delta-Mendota Canal Subsidence Correction Project to be eligible for WIFIA funding.

The second key change is that the legislation provides for an extension of the loan maturity date for WIFIA loans with a useful project life over 35-years to be extended to either 55 years or the project useful life, rather than the existing 30-year loan term under the current program. This would provide for longer financing windows that better align with the useful life of large infrastructure projects.

S. 2753 (Risch), Urban Canal Modernization Act

RECOMMENDATION: Support

OBJECTIVE: Improve Water Infrastructure Affecting Authority Member Agencies

Summary

The bill amends the Omnibus Public Land Management Act of 2009 to authorize extraordinary operation and maintenance work for urban canals of concern. An urban canal of concern is defined as a canal reach where failure would impact more than 100 individuals, as determined by the Secretary using established guidelines. The Secretary may carry out such work, with 35 percent of costs covered with non-reimbursable federal funds and the remainder advanced and repaid by the transferred works operating entity. Reimbursable funds under this section are treated as non-Federal sources for cost-sharing requirements in federal grants.

Status

S. 2753 was introduced on September 10, 2025, and has been referred to the Senate Committee on Energy and Natural Resources. An identical bill was considered during the 118th Congress, passed the Senate under Unanimous Consent on December 19, 2024, and was ultimately not passed by the House before the 118th Congress adjourned.

Importance to the Authority

The restoration of the conveyance capacity of the Delta-Mendota and San Luis Canals are important projects for the long-term reliability of water supplies for Water Authority member agencies. California's hydrology is highly variable, and the last two decades have had increasing variability, with multiple droughts and flood cycles. The ability to convey maximal water supplies during periods of high-flows is a key adaptation strategy for member agencies to ensure compliance with California's Sustainable Groundwater Management Act, and full conveyance capacity of the arterial canals will be an important component to implementing this strategy. However, affordability remains a significant concern for the advancement of these two projects, with each of these projects expected to cost well in excess of \$1 billion each.



This legislation would provide for a non-reimbursable federal cost share of 35 percent for repairs to reaches of the respective canals that would impact more than 100 people, subject to qualification and available funding.

H.R. 3717 (Harder), Golden Mussel Eradication and Control Act of 2025

RECOMMENDATION: Support and Amend

OBJECTIVE: Improve Water Infrastructure Affecting Authority Member Agencies

Summary

The Golden Mussel Eradication and Control Act of 2025 amends the Nonindigenous Aquatic Nuisance Prevention and Control Act to create a demonstration program focused on the golden mussel. The program includes research into the mussel's biology and environmental impact, development of control and eradication methods in areas like waterways and derelict vessels, and the establishment of a grant program to support innovative technologies and containment strategies. The Task Force will also provide technical assistance and coordinate with federal, state, and local entities, while delegating implementation responsibilities when more efficient. Funding of \$15 million per year from fiscal year 2026 through 2030 is authorized to support these efforts.

Status

H.R. 3717 was introduced on June 4, 2025, and has been referred to the House Committee on Transportation and Infrastructure and the House Committee on Natural Resources.

Importance to the Authority

Golden Mussels are being found throughout the Water Authority member agency service area and have the [potential to cause significant water infrastructure](#) issues by clogging pipes, damaging equipment, and disrupting water flow due to their ability to colonize hard surfaces in dense colonies. They can block water intakes, decrease the strength of materials, increase energy consumption for pumping, and lead to costly cleaning and maintenance for water treatment plants, power stations, and irrigation systems. They also pose ecosystem-wide problems by disrupting the food web and increasing the frequency of harmful algal blooms.

The Water Authority has executed a contract to perform a golden mussel infrastructure vulnerability assessment, which will assess the Water Authority's infrastructure system for golden mussel vulnerabilities and recommend potential solutions to reduce the potential for harm associated with golden mussels. It is anticipated that the assessment will identify treatment methods, but that golden mussel response efforts will now become an ongoing operations and maintenance expense of uncertain magnitude for the Water Authority and its members.

This legislation provides some additional funding opportunities and coordination between existing golden mussel response efforts, led by the California Department of Fish and Wildlife (DFW) through the existing Golden Mussel Response Task Force, and key federal agency partners.

Suggested Amendments

Suggested amendments include adding language associated with providing funding for water infrastructure vulnerability assessments, infrastructure modifications and other mitigation/eradication methods and increase the total annual authorization.



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 delegee 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

S. 2753

To amend the Omnibus Public Land Management Act of 2009 to authorize certain extraordinary operation and maintenance work for urban canals of concern.

IN THE SENATE OF THE UNITED STATES

SEPTEMBER 10, 2025

Mr. RISCH (for himself and Mr. MERKLEY) introduced the following bill; which was read twice and referred to the Committee on Energy and Natural Resources

A BILL

To amend the Omnibus Public Land Management Act of 2009 to authorize certain extraordinary operation and maintenance work for urban canals of concern.

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. SHORT TITLE.**

4 This Act may be cited as the “Urban Canal Mod-
5 ernization Act”.

1 **SEC. 2. EXTRAORDINARY OPERATION AND MAINTENANCE**
2 **WORK PERFORMED BY THE SECRETARY OF**
3 **THE INTERIOR.**

4 (a) DEFINITIONS.—Section 9601 of the Omnibus
5 Public Land Management Act of 2009 (43 U.S.C. 510)
6 is amended—

7 (1) by redesignating paragraphs (1), (2), (3),
8 (4), (5), (6), and (7) as paragraphs (2), (3), (4),
9 (5), (6), (7), and (1), respectively, and moving the
10 paragraphs so as to appear in numerical order;

11 (2) in paragraph (3) (as so redesignated), by
12 striking “et seq.)” and inserting “et seq.)”;

13 (3) in paragraph (4) (as so redesignated), by
14 striking “mean” and inserting “means”; and

15 (4) by adding at the end the following:

16 “(8) URBAN CANAL OF CONCERN.—The term
17 ‘urban canal of concern’ means a transferred works
18 or segment of a transferred works that is a canal
19 reach—

20 “(A) the failure of which would result in
21 an estimated at-risk population of more than
22 100 individuals, as determined by the Sec-
23 retary, pursuant to the guidelines and criteria
24 developed under section 9602(a); and

25 “(B) that is determined by the Secretary
26 to be classified as an urban canal reach.”.

1 (b) EXTRAORDINARY OPERATION AND MAINTENANCE WORK ON URBAN CANALS OF CONCERN.—Section
 2 9603 of the Omnibus Public Land Management Act of
 3 2009 (43 U.S.C. 510b) is amended—

4 (1) in subsection (a)—

5 (A) by striking “(a)” and all that follows
 6 through “The Secretary” and inserting the fol-
 7 lowing:

8 “(a) AUTHORIZATION.—

9 “(1) PROJECT FACILITIES.—The Secretary”;
 10 and

11 (B) by adding at the end the following:

12 “(2) URBAN CANALS OF CONCERN.—The Sec-
 13 retary or the transferred works operating entity may
 14 carry out, in accordance with subsection (b), any ex-
 15 traordinary operation and maintenance work on an
 16 urban canal of concern that the Secretary deter-
 17 mines to be necessary pursuant to the guidelines and
 18 criteria set forth in section 9602(a).”;

19 (2) in subsection (b)—

20 (A) by redesignating paragraph (3) as
 21 paragraph (4); and

22 (B) by inserting after paragraph (2) the
 23 following:

1 “(3) URBAN CANALS OF CONCERN.—Except in
 2 the case of emergency extraordinary operation and
 3 maintenance work carried out under subsection (c),
 4 of the total costs of extraordinary operation and
 5 maintenance work on an urban canal of concern con-
 6 ducted under subsection (a)(2)—

7 “(A) 35 percent shall be provided by the
 8 Secretary on a nonreimbursable basis; and

9 “(B) the remaining amounts shall be ad-
 10 vanced by the Secretary in accordance with
 11 paragraph (2), to be repaid by the transferred
 12 works operating entity in accordance with that
 13 paragraph.”; and

14 (3) by adding at the end the following:

15 “(e) REIMBURSABLE FUNDS.—Any reimbursable
 16 funds provided under this section shall be considered to
 17 be a non-Federal source of funds for purposes of any cost-
 18 sharing requirement for a Federal grant.”.

○

119TH CONGRESS
1ST SESSION

H. R. 3717

To amend the Nonindigenous Aquatic Nuisance Prevention and Control Act of 1990 to establish a demonstration program with respect to the golden mussel.

IN THE HOUSE OF REPRESENTATIVES

JUNE 4, 2025

Mr. HARDER of California (for himself, Mr. GARAMENDI, Ms. MATSUI, Mr. THOMPSON of California, Mr. DESAULNIER, and Mr. GRAY) introduced the following bill; which was referred to the Committee on Transportation and Infrastructure, and in addition to the Committee on Natural Resources, for a period to be subsequently determined by the Speaker, in each case for consideration of such provisions as fall within the jurisdiction of the committee concerned

A BILL

To amend the Nonindigenous Aquatic Nuisance Prevention and Control Act of 1990 to establish a demonstration program with respect to the golden mussel.

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. SHORT TITLE.**

4 This Act may be cited as the “Golden Mussel Eradi-
5 cation and Control Act of 2025”.

1 **SEC. 2. GOLDEN MUSSEL DEMONSTRATION PROGRAM.**

2 Section 1202 of the Nonindigenous Aquatic Nuisance
3 Prevention and Control Act of 1990 (16 U.S.C. 4722) is
4 amended—

5 (1) by redesignating subsections (j) and (k) as
6 subsections (k) and (l), respectively; and

7 (2) by inserting after subsection (i) the fol-
8 lowing:

9 “(j) GOLDEN MUSSEL DEMONSTRATION PRO-
10 GRAM.—

11 “(1) DEMONSTRATION PROGRAM.—

12 “(A) IN GENERAL.—The Task Force, in
13 partnership with State and local entities, port
14 authorities, industry partners, institutions of
15 higher education, and local nonprofit organiza-
16 tions, shall develop a demonstration program of
17 prevention, monitoring, control, eradication,
18 education, and research with respect to the
19 golden mussel, including—

20 “(i) research and development regard-
21 ing—

22 “(I) the biology;

23 “(II) the environmental toler-
24 ances;

25 “(III) the effect on—

26 “(aa) fisheries;

1 “(bb) water quality; and

2 “(cc) other ecosystem com-
3 ponents; and

4 “(IV) the efficacy of control
5 mechanisms and technologies;

6 “(ii) tracking dispersal and establish-
7 ment of an early warning system to alert
8 likely areas of future infestations;

9 “(iii) development of control and
10 eradication methods and plans, including—

11 “(I) in and around—

12 “(aa) derelict vessels;

13 “(bb) public infrastructure;

14 “(cc) fish screens; and

15 “(dd) waterways; and

16 “(II) hull inspections; and

17 “(iv) provision of technical assistance
18 to regional, State and local entities to
19 carry out this subsection, as applicable.

20 “(B) IMPLEMENTATION AREA.—The dem-
21 onstration program shall be implemented in the
22 Sacramento-San Joaquin Delta and any other
23 waters of the United States the Task Force de-
24 termines are infested, or likely to become in-
25 fested, by the golden mussel.

1 “(C) AVAILABILITY OF CERTAIN INFORMA-
2 TION.—The Task Force shall collect and make
3 available to State and local entities and port
4 authorities, through direct reports, publications,
5 and other means necessary, information relating
6 to control and eradication methods and plans
7 developed under the demonstration program.

8 “(D) CONTROL AND ERADICATION GUIDE-
9 LINES.—Not later than 1 year after the date of
10 the enactment of this subsection, the Task
11 Force shall develop guidelines to control the
12 spread of and eradicate the golden mussel, in-
13 cluding through the establishment of watercraft
14 inspection stations.

15 “(2) RESPONSE AND CONTAINMENT RESEARCH
16 GRANT PROGRAM.—

17 “(A) IN GENERAL.—The Task Force shall
18 establish a grant program to award amounts,
19 on a competitive basis, to State and local enti-
20 ties, institutions of higher education, nonprofit
21 organizations, and industry partners to carry
22 out projects that—

23 “(i) identify effective technologies and
24 mechanisms to control and remove golden
25 mussels from—

1 “(I) water intakes;
2 “(II) conveyance infrastructure;
3 “(III) fish screens;
4 “(IV) derelict vessels;
5 “(V) boat hulls;
6 “(VI) waterways; or
7 “(VII) other areas where the
8 golden mussel may be found; or

9 “(ii) provide an understanding of the
10 biology of the golden mussel and effective
11 containment science with respect to the
12 golden mussel.

13 “(B) TECHNOLOGY TRANSFER.—In car-
14 rying out the grant program, the Task Force
15 may enter into an agreement with a State or
16 local entity, port authority, industry partner, or
17 any other appropriate entity for the use or sale
18 of any new technology developed under the
19 grant program to expedite the control and
20 eradication of golden mussels.

21 “(3) COORDINATION.—

22 “(A) IN GENERAL.—The demonstration
23 program shall provide guidance to other Fed-
24 eral agencies, States, port authorities for all
25 United States ports of entry, local government

1 agencies, and regional and other entities with
2 the necessary expertise to participate in control
3 and eradication methods and plans developed
4 pursuant to the demonstration program.

5 “(B) DELEGATION.—The Task Force may
6 delegate responsibility for implementing all or a
7 portion of a control or eradication method or
8 plan developed pursuant to the demonstration
9 program to an entity described in subparagraph
10 (A) if the Task Force determines—

11 “(i) such entity has sufficient author-
12 ity or jurisdiction and expertise; and

13 “(ii) it will be more efficient or effec-
14 tive to delegate such responsibility than to
15 retain such responsibility.

16 “(4) AUTHORIZATION OF APPROPRIATIONS.—
17 There are authorized to be appropriated to the Task
18 Force to carry out this section \$15,000,000 for each
19 of fiscal years 2026 through 2030.

20 “(5) DEFINITIONS.—In this subsection:

21 “(A) DEMONSTRATION PROGRAM.—The
22 term ‘demonstration program’ means the dem-
23 onstration program developed under paragraph
24 (1)(A).

1 “(B) GRANT PROGRAM.—The term ‘grant
2 program’ means the grant program established
3 under paragraph (2)(A).

4 “(C) INSTITUTION OF HIGHER EDU-
5 CATION.—The term ‘institution of higher edu-
6 cation’ has the meaning given the term in sec-
7 tion 101(a) of the Higher Education Act of
8 1965 (20 U.S.C. 1001(a)).”.

○



Official Memorandum

PO Box 2157
Los Banos, CA 93635
sldmwa.org

To: SLDMWA Board of Directors, Alternates

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

Date: December 11, 2025

RE: Resolutions Authorizing Execution of the (1) Exchange Contractors 2026-2038 Transfer Agreement and Actions Related Thereto, and (2) Exchange Contractors 2026-2038 Transfers Activity Agreement and Actions Related Thereto

Background

Environmental Document – The U.S. Bureau of Reclamation (“Reclamation”) and the San Joaquin River Exchange Contractors Water Authority (“Exchange Contractors”) prepared the Water Transfer Program for the San Joaquin River Exchange Contractors Water Authority 2014-2038 Final Environmental Impact Statement/Environmental Impact Report (the “2013 EIS/EIR”). The certified 2013 EIS/EIR includes analysis of the environmental effects of transfer of up to 150,000 acre-feet per year of water from the Exchange Contractors for refuge use and to Central Valley Project (“CVP”) water service contractors within the San Luis & Delta-Mendota Water Authority (“Water Authority”) for irrigation and certain specified municipal and industrial (“M&I”) uses.

Transfer Agreements – Based upon and consistent with the analysis done in the 2013 EIS/EIR, the Exchange Contractors, Reclamation, and the Water Authority entered into a 2014-2018 Transfer Agreement¹, a 2019-2023 Transfer Agreement², and a 2024-2025 Transfer Agreement³. These Transfer Agreements provided for the sale and transfer by the Exchange Contractors, and for purchase by Reclamation for refuge supply and by the Water Authority for irrigation and M&I uses, of up to 80,000 acre-feet per year of water, implemented through successive one-year transfers.

Activity Agreements – The Water Authority also entered into Activity Agreements for the 2014-2018, 2019-2023, and 2024-2025 Transfer Agreements. Pursuant to these Activity Agreements, the Water Authority purchased transfer water on behalf of the Activity Agreement Participants. With the exception of 2014, 2015, 2021, and 2022, when the Exchange Contractors did not receive their full allocation, Water Authority Activity Agreement Members obtained supplemental water supply each year through these agreements. These

¹ Agreement for the Acquisition of Water by the United States, San Luis & Delta-Mendota Water Authority, and Madera Irrigation District from the San Joaquin River Exchange Contractors Water Authority 2014-2018, Agreement No. 14-WC-20-4520.

² Agreement for the Acquisition of Water by the United States and San Luis & Delta-Mendota Water Authority from the San Joaquin River Exchange Contractors Water Authority 2019-2023, Agreement No. 19-WC-20-5476.

³ Agreement for the Acquisition of Water by the United States and San Luis & Delta-Mendota Water Authority from the San Joaquin River Exchange Contractors Water Authority 2024-2025, Agreement No. 24-WC-20-6200.



agreements provide the largest block of reliable south of Delta supplemental water supply for Water Authority members.

New Transfer Agreement and Activity Agreement – Based upon and consistent with the analysis done in the 2013 EIS/EIR, the Exchange Contractors, Reclamation, and the Water Authority are in the process of finalizing a new 2026-2038 Transfer Agreement⁴, the current draft of which provides the terms and conditions for the sale and transfer by the Exchange Contractors, and for purchase by Reclamation for refuge supply and the Water Authority for irrigation and M&I uses, of up to 80,000 acre-feet per year of water for a period of thirteen (13) years, to be implemented through successive one-year transfers. The Water Authority is also in the process of finalizing a new Activity Agreement for the 2026-2038 Transfer Agreement.

Issues for Decision

1. Whether the Water Authority should adopt the proposed Resolution Authorizing Execution of the Exchange Contractors 2026-2038 Transfer Agreement and Actions Related Thereto; and
2. Whether the Water Authority should adopt the proposed Resolution Authorizing Execution of the Exchange Contractors 2026-2038 Transfers Activity Agreement and Actions Related Thereto.

Recommendation

Staff recommends the Board adopt both proposed resolutions.

Analysis

The Exchange Contractors, Reclamation, and the Water Authority are working diligently to finalize the 2026-2038 Transfer Agreement. The Exchange Contractors approved the Transfer Agreement at its November 7, 2025 Board of Directors meeting. Currently, the Transfer Agreement is with Reclamation for final solicitor review and approval. Water Authority staff has been in communication with Reclamation and anticipates that the Transfer Agreement will be finalized and executed by the end of December 2025. Upon adoption of the resolution regarding the Transfer Agreement and following execution of the Transfer Agreement by the Water Authority, the Transfer Agreement would become effective on January 1, 2026.

Upon adoption of the resolution regarding the Activity Agreement, Water Authority members will have until January 30, 2026 to execute the 2026-2038 Activity Agreement. Following execution of the Activity Agreement by at least two member agencies, the Water Authority's Executive Director would execute the Activity Agreement and the Activity Agreement would become effective on February 1, 2026.

The activities contemplated in the Transfer Agreement and Activity Agreement are within the scope of the Exchange Contractors' approved 2014-2038 transfer program and certified 2013 EIS/EIR, such that no subsequent or supplemental CEQA review is required. (Pub. Resources Code, § 21166; CEQA Guidelines, §§ 15162, 15163, 15168(c).)

⁴ Agreement for the Acquisition of Water by the United States, and San Luis & Delta-Mendota Water Authority from the San Joaquin River Exchange Contractors Water Authority 2026-2038, Agreement No. 26-WC-20-6200.



Budget

No direct budget impact due to the proposed structure of the Activity Agreement whereby the cost for the Water Authority's coordination of water transfer activities pursuant to the Activity Agreement, and any additional financial obligations and liabilities associated with the coordination of transfer activities, will be paid for by only the Activity Agreement Members.

Attachments

1. Resolution No. 2025-XX Authorizing Execution of the Exchange Contractors 2026-2038 Transfer Agreement and Actions Related Thereto
2. Draft Agreement for the Acquisition of Water by the United States, and San Luis & Delta-Mendota Water Authority from the San Joaquin River Exchange Contractors Water Authority 2026-2038
3. Resolution No. 2025-XX Authorizing Execution of the Exchange Contractors 2026-2038 Transfers Activity Agreement and Actions Related Thereto
4. Draft San Luis & Delta-Mendota Water Authority Exchange Contractors 2026-2038 Transfers Activity Agreement

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

RESOLUTION NO. 2025-

**RESOLUTION AUTHORIZING EXECUTION OF THE EXCHANGE CONTRACTORS
2026-2038 TRANSFER AGREEMENT AND ACTIONS RELATED THERETO**

WHEREAS, together with the U.S. Bureau of Reclamation (“Reclamation”), the San Joaquin River Exchange Contractors Water Authority (“Exchange Contractors”) prepared the Water Transfer Program for the San Joaquin River Exchange Contractors Water Authority 2014-2038 Final Environmental Impact Statement/Environmental Impact Report dated January 2013, with the Record of Decision adopted by Reclamation on July 30, 2013 and the Environmental Impact Report certified by the Exchange Contractors on March 1, 2013 (the “2013 EIS/EIR”), analyzing the environmental effects of transfer of up to 150,000 acre-feet of water per year from the Exchange Contractors for refuge use; to Central Valley Project (“CVP”) water service contractors within the San Luis & Delta-Mendota Water Authority (“Water Authority”) for irrigation and certain specified municipal and industrial (“M&I”) uses; and to certain other CVP or State Water Project contractors; and

WHEREAS, based upon and consistent with the analysis done in the 2013 EIS/EIR, the Exchange Contractors, Reclamation, Madera Irrigation District, and the Water Authority developed the Agreement for the Acquisition of Water by the United States, San Luis & Delta-Mendota Water Authority, and Madera Irrigation District from the San Joaquin River Exchange Contractors Water Authority 2014-2018, Agreement No. 14-WC-20-4520, which provided the terms and conditions for the sale and transfer by the Exchange Contractors, and for purchase by Reclamation for refuge supply and by Madera Irrigation District and the Water Authority for irrigation and M&I uses, of up to 80,000 acre-feet of water per year for a period of five (5) years, implemented through successive one-year transfers; and

WHEREAS, based upon and consistent with the analysis done in the 2013 EIS/EIR, the Exchange Contractors, the Water Authority and Reclamation entered into the Agreement for the Acquisition of Water by the United States and San Luis & Delta-Mendota Water Authority from the San Joaquin River Exchange Contractors Water Authority 2019-2023, Agreement No. 19-WC-20-5476, which provided the terms and conditions for the sale and transfer by the Exchange Contractors, and for the purchase by Reclamation for refuge supply and by the Water Authority for irrigation and M&I uses, of up to 80,000 acre-feet of water per year for a period of five (5) years, implemented through successive one-year transfers; and

WHEREAS, based upon and consistent with the analysis done in the 2013 EIS/EIR, the Exchange Contractors, Reclamation, and the Water Authority entered into the Agreement for the Acquisition of Water by the United States, and San Luis & Delta-Mendota Water Authority from the San Joaquin River Exchange Contractors Water Authority 2024-2025 (Agreement No. 24-WC-20-6200), which provided the terms and conditions for the sale and transfer by the Exchange Contractors, and for the purchase by Reclamation for refuge supply and by the Water Authority for irrigation and M&I uses, of up to 80,000 acre-feet of water per year for a period of five (2) years, implemented through successive one-year transfers; and

WHEREAS, the Water Authority and individual Water Authority member agencies entered into Activity Agreements for the 2014-2018, 2019-2023, and 2024-2025 Transfer Agreements to participate in the benefits and incur the obligations of the Transfer Agreements; and

WHEREAS, based upon and consistent with the analysis done in the 2013 EIS/EIR, the Exchange Contractors, Reclamation, and the Water Authority are in the process of finalizing the Agreement for the Acquisition of Water by the United States, and San Luis & Delta-Mendota Water Authority from the San Joaquin River Exchange Contractors Water Authority 2026-2038, Agreement No. 26-WC-20-6200 (“Exchange Contractors 2026-2038 Transfer Agreement”), the current draft of which provides the terms and conditions for the sale and transfer by the Exchange Contractors, and for purchase by Reclamation for refuge supply and the Water Authority for irrigation and M&I uses, of up to 80,000 acre-feet of water per year for a period of thirteen (13) years, to be implemented through successive one-year transfers; and

WHEREAS, the Water Authority is in the process of finalizing the Exchange Contractors 2026-2038 Transfers Activity Agreement for Water Authority members who desire to participate in the benefits and incur the obligations of the Exchange Contractors 2026-2038 Transfer Agreement, by the terms of which the costs of the water transfers will be paid by Activity Agreement Members, and not by non-participating members of the Water Authority; and

WHEREAS, the Board has considered the latest draft of the Exchange Contractors 2026-2038 Transfer Agreement, a copy of which has been presented to the Board; and

WHEREAS, the activities contemplated in the Exchange Contractors 2026-2038 Transfer Agreement and Exchange Contractors 2026-2038 Transfers Activity Agreement are within the scope of the Exchange Contractors’ 2014-2038 approved range of potential transfers and certified 2013 EIS/EIR, such that no subsequent or supplemental CEQA review is required. (Pub. Resources Code, § 21166; CEQA Guidelines, §§ 15162, 15163, 15168(c).)

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 to execute the Exchange Contractors 2026-2038 Transfer Agreement in substantially the form presented to the Board, subject to such additions, deletions, and other revisions as the said Executive Director shall approve prior to execution.

Section 3. The Executive Director, Chief Operating Officer, or such Water Authority employee or consultant, as either of such officers 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 December, 2025, 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. 2025- 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 December, 2025.

Federico Barajas, Secretary

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

AGREEMENT FOR THE ACQUISITION OF WATER
BY THE UNITED STATES, AND
SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
FROM THE
SAN JOAQUIN RIVER EXCHANGE CONTRACTORS WATER AUTHORITY
2026-2038

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PREAMBLE

THIS AGREEMENT FOR THE ACQUISITION OF WATER BY THE UNITED STATES AND SAN LUIS & DELTA-MENDOTA WATER AUTHORITY FROM THE SAN JOAQUIN RIVER EXCHANGE CONTRACTORS WATER AUTHORITY for calendar years 2026-2038 is made on the date of full execution below, and shall be effective January 1, 2026, pursuant to Section 3406(d)(2) of Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706) Central Valley Project Improvement Act (CVPIA), among the UNITED STATES OF AMERICA, acting by and through the Bureau of Reclamation (Reclamation), the SAN JOAQUIN RIVER EXCHANGE CONTRACTORS WATER AUTHORITY (Exchange Contractors) on behalf of the San Luis Canal Company, the Central California Irrigation District, the Columbia Canal Company, and the Firebaugh Canal Water District, collectively referred to as the Exchange Contractors; and the SAN LUIS & DELTA-MENDOTA WATER AUTHORITY (Water Authority), acting for and on behalf of its participating member agencies each of whom holds a contract with the United States for water service from the Central Valley Project. Hereafter, references Reclamation, Exchange Contractors, or Water Authority shall be to a “Party”, and collectively, the “Parties.”

RECITALS

WHEREAS, Reclamation and the Exchange Contractors have jointly prepared the Final Environmental Impact Statement/Environmental Impact Report Dated March 1, 2013, with the Record of Decision being adopted July 30, 2013, analyzing the environmental effects of the transfer of water for refuge use, irrigation and certain specified M&I uses within a defined

geographic region for the Water Transfer Program for the San Joaquin River Exchange
Contractors Water Authority 2014-2038; and

WHEREAS, there are no significant new or additional potential environmental effects
from transferring water pursuant to the Water Transfer Program during the calendar years 2026
through 2038 upon the terms of this Agreement; and

WHEREAS, Reclamation, the Exchange Contractors, the Water Authority and Madera
ID previously entered into Agreement Number 6-WC-20-3336 (the 5-Year Transfer Agreement)
dated June 3, 2006 for the period of January 1, 2006 through and including December 31, 2010,
and the First Amendment to that agreement dated November 4, 2010, whereby the 5-Year
Transfer Agreement was extended and amended to supply Transfer Water to Reclamation,
Madera ID and the Water Authority; and

WHEREAS, Reclamation, the Exchange Contractors, the Water Authority and Madera
ID extended the term of the 5-Year Transfer Agreement for a period of three years, through
calendar year 2013, and amended certain provisions thereof by the First Amendment; and

WHEREAS, Reclamation, the Water Authority on behalf of its participating member
agencies, and Madera ID entered into Agreement Number 15-WC-20-4673 to acquire transfer
water made available by the Exchange Contractors during the calendar years 2014 through 2018;
and

WHEREAS, thereafter, Reclamation, and the Water Authority on behalf of its
participating member agencies, entered into Agreement Number 19-WC-20-5476 to acquire

transfer water made available by the Exchange Contractors during the calendar years 2019 through 2023; and

WHEREAS, Reclamation and the Water Authority on behalf of its participating member agencies, entered into Agreement Number 24 -WC-20-6200 to acquire transfer water made available by the Exchange Contractors during calendar years 2024 and 2025; and

WHEREAS, Reclamation and the Water Authority on behalf of its participating member agencies, are willing to enter into this Agreement and acquire the Transfer Water made available by the Exchange Contractors during calendar years 2026 through 2038 subject to the conditions specified in Reclamation's annual transfer approvals and the other terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, the Parties hereto agree as follows:

DEFINITIONS

1. When used herein unless otherwise distinctly expressed, or manifestly incompatible with the intent hereof, the term:

(a) "Agreement" shall mean this Agreement For The Acquisition Of Water By The United States And San Luis & Delta-Mendota Water Authority From The San Joaquin River Exchange Contractors Water Authority for 2026 – 2038.

(b) "CVP" or "Project" shall mean the Central Valley Project as those terms are defined in Section 3403(d) of the CVPIA.

(c) “CVP SoD Contract Allocation” shall mean the supply of CVP water made available to the CVP water service/repayment contractors in the Delta Division, San Felipe Divisions and the San Luis Unit for agricultural use during the March 1 - February 28/29 CVP contract water year in accordance with the terms of their contracts with Reclamation. The CVP SoD Allocation shall not include any additional water supply available to Transfer Participants during the contract year at issue pursuant to the South of Delta Drought Plan or other supplemental water programs that may come into existence during the term of this Agreement.

(d) “CVPIA” shall mean the Central Valley Project Improvement Act, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706).

(e) “Exchange Contract” shall mean the Second Amended Contract for Exchange of Waters entered into between Central California Irrigation District, San Luis Canal Company, Firebaugh Canal Water Company and Columbia Canal Company and Reclamation on or about February 14, 1968.

(f) “Jones Pumping Plant” shall mean the federal pumping plant used to pump water from the Sacramento San Joaquin Delta into CVP facilities south of said Delta.

(g) “Level 4 Refuge Water Needs” shall mean, pursuant to Section 3406(d)(2) of the CVPIA, the water needs identified in the “Dependable Water Supply Needs” table for those habitat areas set forth in the Refuge Water Supply Report.

(h) “M&I Users” shall mean Water Authority Participating Members, San Luis Water District, Santa Clara Valley Water District, San Benito County Water District, and Westlands Water District acquiring Transfer Water for M&I use during a particular Year.

(i) “Operations Plan” shall mean that certain document attached hereto as Appendix 1, describing the principles and procedures for establishing the anticipated quantities of water to be delivered in each month and each Year; establishing mechanisms for scheduling the water and making adjustments to schedules; establishing the Points of Delivery; and establishing and adjusting other operational details required to implement this Agreement. The Parties may amend the Operations Plan from time to time by unanimous written agreement by attaching to this Agreement a revised written Operations Plan marked and signed by all Parties and stating on its face that it is intended to be an “Operations Plan” under this provision to show the effective date, without any formal amendment of this Agreement being required. In the event of any inconsistencies between the terms of the Operations Plan and of this Agreement, the terms of this Agreement shall prevail.

(j) “Point of Delivery” or “Points of Delivery” shall mean for the Water Authority and Reclamation, such respective points as each shall designate with the approval of Reclamation in Mendota Pool, in the Delta-Mendota Canal upstream of Mendota Pool, or in San Luis Reservoir.

(k) “Refuge Water Supply Report” shall mean the report issued by the California - Great Basin Interior Region 10 of the Bureau of Reclamation of the U.S. Department of the Interior entitled Report on Refuge Water Supply Investigations, Central Valley Hydrology Basin, California (March 1989).

(l) “Secretary” or “Contracting Officer” shall mean the Secretary of the United States Department of the Interior or a duly authorized representative.

(m) “Substitute Water” shall have the meaning set forth in the Exchange Contract.

(n) “Transfer Participants” shall mean Reclamation and the Water Authority.

(o) “Transfer Water” shall mean the amount of Substitute Water provided for transfer to the Transfer Participants by the Exchange Contractors each Year pursuant to the terms of this Agreement through actions taken by the Exchange Contractors in accordance with the San Joaquin River Exchange Contractors Water Authority’s Water Transfer Program Final 2014-2038 EIR/EIS dated March 1, 2013 and adopted July 30, 2013 to develop water for transfer, consisting only of tailwater recaptured and water made available through other conservation measures.

(p) “Refuge Water Supply Program” shall mean the program established by the United States to acquire and deliver water supplies pursuant to Section 3406(d)(2) of the CVPIA.

(q) “Water Authority’s Participating Member Agencies” shall mean Water Authority member agencies that are participating in the San Luis & Delta-Mendota Water Authority Exchange Contractors 2026 – 2038 Transfer Program Activity Agreement, currently those agencies listed in Exhibit C.

(r) “Year” shall mean the applicable calendar year.

TERM

2. This Agreement shall be effective on January 1, 2026 and shall remain in effect through December 31, 2038; provided, that the Exchange Contractors may elect in writing to

earlier terminate the Agreement as provided in Article 11(c), and any Party may elect to terminate in accordance with the provisions of Article 2, subdivision (a)(iv).

(a) During the Term, each Party shall possess the independent right to request a Price Redetermination for the price of Transfer Water set forth in Exhibit A. No Party shall be required to initiate Price Redetermination.

(b) If Price Redetermination is not initiated by any Party, the pricing schedule set forth in Exhibit A shall continue in full force and effect.

(c) If any Party does initiate Price Redetermination, the procedures below shall apply:

(i) Price Redetermination may be initiated by transmitting written notice to the other Parties no earlier than March 1st of the Fifth Contract Year and no later than May 1st of the Fifth Contract Year, and Tenth Contract Year, respectively.

(ii) Upon receipt of a notice for Price Redetermination, the Parties will exercise good faith and reasonable negotiations to arrive at a mutually agreed upon redetermined price for Transfer Water to become effective in the Sixth Contract Year or Eleventh Contract Year, as applicable. Such negotiations shall continue for a period of three months from the date of the notice, and may be extended further upon mutual agreement of the Parties.

(iii) Upon conclusion of any mutually agreed upon Price Redetermination for the Sixth, or Eleventh Contract Year, a revised Exhibit A reflecting the redetermined price shall be incorporated herein.

(iv) If the Parties are unable to reach agreement on a Price Redetermination acceptable to all Parties, any Party may elect to terminate the Agreement on the last day of February of the Sixth Contract year or Eleventh Contract year, as applicable.

(d) In the event of early termination, provisions of this Agreement shall survive, including terms concerning payment, indemnity, and use of Transfer Water.

(e) If this Agreement is still in effect in 2038, the Parties shall commence good faith negotiations six months prior to expiration of the Agreement concerning future water transfer opportunities between the Parties.

WATER MADE AVAILABLE AND PURCHASED

3. (a) Subject to the terms of this Agreement, the Exchange Contractors shall make available to the Transfer Participants for purchase in non-Critical water years, as described in Article 6 of the Exchange Contract, a minimum of 20,000 acre feet (AF) and a maximum of up to 80,000 AF of Substitute Water, including the 5,000 AF described herein for M&I Users for M&I use, annually as Transfer Water for irrigation, refuge and M&I uses as described in Article 5. Each Year of this Agreement, subject to the provisions of Article 4(b)(i) below concerning water for M&I use, the Transfer Participants shall purchase the amount of Transfer Water made available by the Exchange Contractors subject to the terms of this Agreement.

(b) The Exchange Contractors will notify the Transfer Participants by February 15th of each Year of the quantity of Transfer Water to be made available during the period of March 1 and December 31 of that Year. If the announcement of the Exchange Contractors' allocation of Substitute Water is delayed or conditioned by Reclamation, the notification to the

Transfer Participants shall be made within fifteen (15) days of the announcement by Reclamation pursuant to Article 7 of the Exchange Contract.

(c) The Transfer Water shall be scheduled and delivered during the period between March 1 and December 31 of each Year, subject to the requirements and limitations specified in Articles 3(e) through 3(h), 5 and 6 of this Agreement and the terms set forth in the Operations Plan; said delivery period may be expanded by Transfer Participants rescheduling Transfer Water into the following Year with the approval of Reclamation.

(d) The Exchange Contractors shall not be obligated to provide any amount of Transfer Water during any Year in which delivery of Substitute Water to the Exchange Contractors is reduced under the terms of the Exchange Contract, or during any period in which an unforeseen or highly unusual circumstance or condition exists that reduces delivery capacity of Substitute Water to the Exchange Contractors, or in the instance that any other provision of this Agreement provides for interruption or termination of the delivery of Transfer Water.

(e) In the event the Exchange Contractors determine that the full quantity of 80,000 AF of Transfer Water will not be made available in any Year in which transfers are otherwise required to be made hereunder during the term of this Agreement, the Exchange Contractors shall not transfer any Transfer Water outside of the boundaries of the Exchange Contractors during such Year other than the quantities of Transfer Water they make available pursuant to the terms of this Agreement and the quantities made available pursuant to the exceptions described in Article 3(f) below.

(f) In the event the Exchange Contractors determine that the full quantity of 80,000 AF of Transfer Water will not be made available in any Year, they may nonetheless transfer Substitute Water that is made available for transfer to other persons or parties as follows:

(i) through fallowing of lands within the Exchange Contractors service area, including but not limited to, fallowing of lands by landowners within the Exchange Contractors service area for transfer to the same or related landowners under Section 3405(a) of the CVPIA;

(ii) through any program or plan to reduce or mitigate for saline drainage flows or discharges to the San Joaquin River;

(iii) by commingling and direct delivery of groundwater to lands adjacent to Exchange Contractors lands;

(iv) from Central California Irrigation District to the City of Dos Palos pursuant to existing agreements or extensions of those agreements;

(v) from Central California Irrigation District and Firebaugh Canal Water District to Panoche Water District pursuant to existing agreements or extensions of those agreements;

(vi) transfers by San Luis Canal Company in cooperation with Eastside Canal Irrigation District and/or other Merced County water serving entities;

(vii) for service of water to lands in proximity to the Exchange Contractors' Members' facilities or service area which water service may protect Exchange

Contractors' service area lands or facilities from damage through reducing groundwater use by those lands receiving the Transfer Water, or which water service may be in accordance with the Exchange Contractors Groundwater Sustainability Agency's Groundwater Sustainability Plan;

(viii) transfers pursuant to groundwater banking programs developed by Exchange Contractor members, surface water storage programs developed by Exchange Contractor members, and other sources of water supply that may be developed by Exchange Contractor members during the term of this Agreement; and additionally,

(ix) the Exchange Contractors may provide Substitute Water in compliance with the terms of an involuntary administrative or court order requiring the water to be made available for use outside of the service area recognized under the Exchange Contract;

(x) water transferred pursuant to the exclusions described in this Article 3(f) shall be limited only by the Exchange Contractors obligation to perform this Agreement in good faith.

(g) Neither Substitute Water proposed to be transferred by the Exchange Contractors in excess of 80,000 AF in any Year nor Substitute Water transferred pursuant to the exclusions described in Article 3(f) above shall be subject to a first right of refusal of the Parties to this Agreement to acquire these amounts of water or any other limitation upon transfer.

(h) In the event that on or before February 15 of any Year, Reclamation has declared that the Year is critical under Article 4 and/or Article 7 of the Exchange Contract, and at any time prior to July 1 of such Year that declaration is changed to a non-critical Year, within 30 days after the change in the declaration the Exchange Contractors shall notify the Transfer

Participants of the quantity of Water the Exchange Contractors elect to make available pursuant to this Agreement during that Year, if any. The Transfer Participants shall be obligated to purchase their allocations of the Transfer Water, except as provided in Article 5(f), that the Exchange Contractors elect to make available at the prices determined under this Agreement, and shall schedule the delivery of such water under the Operations Plan.

(i) In the event that on or before February 15 of any Year, Reclamation declares that the Year is non-critical under Article 4 and/or Article 7 of the Exchange Contract and that declaration is subsequently changed to a critical Year, the Transfer Participants shall purchase any amounts of Transfer Water made available prior to such declaration in accordance with this Agreement, but after the declaration of a critical Year is made, the Exchange Contractors shall have no further obligation to make Transfer Water available during that Year.

WATER PRICE AND PAYMENT TERMS

4. The Transfer Participants shall pay the Exchange Contractors for all Transfer Water as set forth in this Article.

(a) The price for Transfer Water is based upon the June CVP SoD Contract Allocation for "Ag" announced by Reclamation for each Year at the rates set forth in Exhibit A for different allocation levels. Exhibit A pricing shall be applied for each month Transfer Water is made available under this Agreement for that Year, applicable retroactively to any Transfer Water made available before the June announcement and prospectively for Transfer Water made available during the balance of the Year, even if Reclamation adjusts the SoD Contract

Allocation subsequent to the June announcement upward or downward. The prices shown in Exhibit A, shall commence on January 1st of each Year during the term of this Agreement for both the Agricultural and Refuge Price Schedule and the M&I Price Schedule.

(b) The timing and process applicable to M&I Users shall be as set forth in this subdivision.

(i) The Water Authority shall notify the Exchange Contractors in writing on or before April 1 (the “Option Date”) each Year of the amount of Transfer Water for M&I Users the Water Authority wishes to purchase for such Year and shall concurrently tender to the Exchange Contractors a non-refundable payment of Fifty Dollars (\$50) per AF (the “Option Payment”) for such Transfer Water.

(ii) On or before May 1, or, if the announcement by Reclamation to the Exchange Contractors pursuant to Article 7 of the Exchange Contract is delayed, the date that is fifteen (15) days following Reclamation’s announcement (the applicable date being the “Call Date”), the Water Authority shall provide the Exchange Contractors with further written notice of the final quantity of Transfer Water for M&I Users the Water Authority wishes to purchase for such Year.

(iii) In the event the total quantity of water for M&I Users the Water Authority requested as of the Option Date exceeds the amount of water for M&I Users the Water Authority requests on the Call Date, the balance of such Transfer Water shall be offered: a) for agricultural uses to the Water Authority; and b) for refuge uses to Reclamation at the price for such water set forth in Exhibit A, subject to the allocation provisions of Article 5 of this

Agreement. Provided, that in the event Reclamation does not desire to purchase its allocated share of the balance of Transfer Water for M&I Users requested on the Option Date but not requested on the Call Date, the Water Authority shall be obligated to purchase such Transfer Water.

(iv) Any Option Payment will be applied toward the total purchase price of the quantity of Transfer Water for M&I Users as of the Call Date for such Year. However, the Exchange Contractors shall be entitled to retain the Option Payment for the amount of Transfer Water, if any, reserved for M&I Users on the Option Date but not requested by those M&I Users on the Call Date for such Year.

(v) Notwithstanding the characterization of the Option Payment as “non-refundable” in this Article 4, if for any reason the Transfer Water for M&I Users is not made available or the quantity of Transfer Water during a Year allocated to M&I Users pursuant to Exhibit B is not available under Article 5(e), including pursuant to the circumstance of a transfer of M&I water to third parties, the Exchange Contractors shall reimburse to the Water Authority the Option Payment for such quantity of Transfer Water.

(c) In addition to paying the Transfer Water prices to the Exchange Contractors, because the Exchange Contractors do not have a payment responsibility for their Substitute Water, the Water Authority shall confirm that its Participating Members: (i) pay directly to Reclamation the applicable water rate(s) or rate components for any additional facilities required to effectuate the transfer. Such payment shall be made to Reclamation prior to any Transfer Water being delivered. To the extent practicable, such payment shall be made

two months in advance of delivery. The first payment shall be due upon approval of the scheduled delivery of the water as referenced in Article 6 of this Agreement or in the month of March, if applicable, and subsequent payments being due each month thereafter as applicable. The additional facilities are identified in the then existing “Final Policy on Water Rates for Water Transfers from One Central Valley Project (CVP) Contractor to Another CVP Contractor” as may be amended by Reclamation. Reclamation and the Water Authority’s Participating Members shall also pay operation and maintenance, reserve and conveyance pumping charges directly to the Water Authority for any conveyance and conveyance pumping facilities used to deliver the water. The Exchange Contractors shall pay directly to Reclamation the administrative costs incurred by Reclamation to process the transfer applications referred to in Article 6 of this Agreement. Payment of the administrative cost is to be made at the time the transfer application referred to in Article 6 is submitted to Reclamation.

(d) The Exchange Contractors shall submit appropriate invoices to Reclamation and the Water Authority subsequent to the last day of each month during which the Exchange Contractors have made available Transfer Water to such Party. Payment for all Transfer Water shall be paid to the Exchange Contractors within 30 days upon verification of the quantity of Transfer Water made available during such month and receipt of such invoice. Reclamation’s payments shall conform to the timing and penalty provisions found in the Prompt Payment Act. For the Water Authority, interest shall accrue at the rate of seven (7) percent per annum on any balance that is not paid within thirty (30) days of the invoice date.

(e) Invoices to Reclamation shall include the following information for verification and payment processing purposes:

(i) the method of measurement and quantity of Transfer Water made available to Reclamation at each Point of Delivery during the preceding month;

(ii) the Point(s) of Delivery and total quantity of Substitute Water diverted by and for the Exchange Contractors during the preceding month pursuant to the Exchange Contract;

(iii) the Exchange Contractors' Taxpayer Identification Number;

(iv) the Agreement Number; and

(v) the Remittance Address and Point of Contact.

(f) Invoices to the Water Authority shall include the information set forth in this Article 4 and any mutually agreed-upon additional information.

(g) If payment for Transfer Water is not made within 30 days as required by this Article 4, the Exchange Contractors may take the actions set forth below:

(i) The Exchange Contractors may immediately stop making Transfer Water available to the non-paying party and shall provide notice to such party that no further quantities of Transfer Water will be furnished to the non-paying party if the party does not pay all outstanding invoices in full within an additional 30 days.

(ii) In the event a non-paying party other than the Water Authority fails to cure an event of non-payment in accordance with subdivision (i) of this Article 4(g), the Exchange Contractors shall provide notice to the Water Authority, and the Water Authority shall

purchase the Transfer Water that the Exchange Contractors make available, but have not yet delivered, to the non-paying party.

(iii) Notwithstanding the above, nothing in subdivisions (i) or (ii) of this Article 4(g) obligates any party to pay the Exchange Contractors for non-payment for Transfer Water made available by the Exchange Contractors to another party, and the Exchange Contractors shall retain all remedies available at law to collect such delinquent payment solely from the non-paying party.

ALLOCATION OF WATER

5. The Transfer Water shall be allocated among the Transfer Participants as set forth in this Article.

(a) The Transfer Water will be allocated to Reclamation for refuge use and to the Water Authority for irrigation and M&I use for each Year according to Exhibit B attached hereto.

(b) The Transfer Water allocation to Reclamation for refuge use and to the Water Authority for irrigation and M&I use as set forth in Exhibit B shall be reviewed and may be modified in the Fifth Contract Year, and Tenth Contract Year, respectively. Exhibit B is only applicable for Calendar Years 2026- 2030 of this agreement and does not set precedence for the allocation among transfer participants.

(c) Reclamation and the Water Authority shall initiate the review of the allocation to Reclamation for refuges and Water Authority for irrigation and M&I uses at the same time as the Price Redetermination takes place as outlined in Article 2(a)(i).

(d) Upon conclusion of any mutually agreed upon allocation modification, for the Sixth or Eleventh Contract Year, a revised Exhibit B reflecting the modified allocation shall be incorporated herein. If the Parties are unable to reach mutual agreement on modifications to Exhibit B, the then-existing Exhibit B shall remain in force and effect.

(e) In any Year in which the Exchange Contractors provide less than 80,000 AF of Transfer Water, the Transfer Water allocation to Reclamation and the Water Authority shall be prorated based upon Exhibit B. Such reduced allocations shall be adjusted for Transfer Water designated for M&I Users as provided in Article 5(g) by proportionately reducing the quantities of water allocated under Exhibit B to Reclamation and the Water Authority.

(f) Contingent upon appropriations or allotment of funds as provided in Article 15, Reclamation may be unable in any Year to purchase all or a portion of any Transfer Water during such Year. In such case, Reclamation shall provide notice to the Water Authority of the specific quantity of water it will purchase by March 1 of such Year. Upon such notice each year, Reclamation shall not have any further obligation under this Agreement for payment for such Transfer Water relinquished by Reclamation. In any Year in which Reclamation cannot purchase all or part of its Transfer Water allocation, the allocation for the Water Authority shall be increased proportionately, and the Water Authority agrees to purchase such water at the rates set forth in Exhibit A, and Article 4(a).

(g) M&I Users may acquire up to the first 5,000 AF of Transfer Water.

(h) In any Year in which Reclamation or the Water Authority do not need their full Transfer Water allocation for their respective use, they shall offer such portion of their Transfer

Water allocation to the other party. If accepted by the other party, that party shall receive the entire additional allocation. The party agreeing to accept additional allocation shall pay the Exchange Contractors for such additional allocation as provided by this Agreement. Except as provided for in Article 5(f) of this Agreement, no party shall be relieved of its obligation to purchase its entire allocation unless another party agrees to purchase and pay for that allocation.

(i) The Water Authority agrees to calculate the allocation of Transfer Water for each of the Transfer Participants each Year and to promptly circulate such allocation to the Parties. The Water Authority shall circulate updated calculations at least monthly through July 1st of each Year to show any adjustments in allocation or price caused by:

- (i) changes in the availability of Transfer Water pursuant to Articles 3(h) and 3(i);
- (ii) changes in the SoD Contract Allocation through June 30 pursuant to Article 4(a);
- (iii) Reclamation's election not to purchase all or a portion of its Transfer Water; and/or
- (iv) a non-paying party's failure to cure an event of non-payment under Article 4(g).

(j) The Parties shall cooperate to develop and adjust a monthly delivery schedule pursuant to the Operations Plan that will reflect the allocations of Transfer Water, and any changes therein, and to accommodate the timing and delivery needs of the Parties. In the event any party identifies an error or disputes the calculated allocations of Transfer Water, the Parties

shall meet and confer within 5 days to reconcile any such error or dispute. The Water Authority shall not be liable to any Party for performing the service of calculating the Transfer Water allocations.

ANNUAL TRANSFER APPROVAL

6. Simultaneously with the notice given pursuant to Article 3(b) of the quantity of Transfer Water to be made available to the Transfer Participants, the Exchange Contractors shall submit to Reclamation in writing a request for acknowledgment of the transfer and a proposed schedule for the quantity of Transfer Water to be made available between March 1st and December 31st of that Year. Reclamation shall promptly review and acknowledge such transfer within 15 days of receipt in writing upon its determination that the transfer is consistent with Section 3405(a) of the CVPIA and Reclamation's Interim Guidelines for Implementation of Transfers Pursuant to Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), as may be revised and/or amended, which said determination and acknowledgement shall be given no later than March 1 of such Year. Provided that, the Water Authority submits to Reclamation the calculated allocation schedule that reflects the monthly quantities and water classifications for each of the Transfer Participants for such Year. Upon such acknowledgement, Transfer Water may be delivered for irrigation, M&I, or refuge purposes in accordance with the provisions of this Agreement.

POINTS OF DELIVERY;

RESPONSIBILITY BEYOND POINTS OF DELIVERY

7. (a) The Exchange Contractors shall make Transfer Water available to the Water Authority and Reclamation at their respective Points of Delivery.

(b) Reclamation and the Water Authority shall be responsible to provide and pay for all arrangements for the conveyance and conveyance pumping required to wheel the Transfer Water purchased beyond the Points of Delivery identified in Article 7(a) and shall be obligated to pay for all Transfer Water made available for delivery by the Exchange Contractors at the Point or Points of Delivery identified pursuant to this Article and in accordance with the scheduling procedures set forth in the Operations Plan, whether or not Reclamation and/or the Water Authority conveys or delivers Transfer Water past the Point(s) of Delivery.

(c) The Exchange Contractors shall not be responsible for the control, carriage, handling, use, disposal, or distribution of Transfer Water to the Transfer Participants pursuant to this Agreement beyond the Point or Points of Delivery established pursuant to Article 7(a) of this Agreement. The Transfer Participants hereby assume responsibility for all claims, demands or actions arising from their respective actions to convey and deliver Transfer Water from their respective Points of Delivery identified in this Article 7 or under the Operations Plan.

USE OF TRANSFER WATER

8. The following constraints are applicable to the use of Transfer Water by the Transfer Participants.

(a) No Transfer Water is to be delivered either directly or indirectly to lands which are within the "Initial Drainage Study Area" described on Appendix 2 to this Agreement, unless approved by the Exchange Contractors.

(b) Transfer Water provided under this Agreement is for the use of the Transfer Participants within their respective service areas, unless the Transfer Water is re-transferred without injury to the Exchange Contractors as authorized herein. Transfer Participants will exercise good faith and reasonable efforts to prioritize the beneficial use of all the Transfer Water within their respective service areas. Transfer Water shall not be re-transferred or used outside of a Transfer Participants' service area by any means, unless the Transfer Participant: (i) determines, in good faith, that a portion of the Transfer Water cannot reasonably be beneficially used within its service area, and (ii) provides the Exchange Contractors thirty (30) days advance written notice of the re-transfer along with a copy of the proposed agreement for that portion of Transfer Water to be re-transferred. The re-transfer must conform with all applicable laws, including but not limited to full compliance with the *Water Transfer Program for the San Joaquin River Exchange Contractors Water Authority*, 2014-2038 EIS/EIR ("Water Transfer Program EIS/ EIR"), including without limitation the place of use designated therein. Re-transfers shall be made without any cost whatsoever to the Exchange Contractors. Exchange Contractors expressly and knowingly consent to the re-transfer of Transfer Water by Participants only when carried out in conformity with this paragraph.

(c) Upon the request of a Transfer Participant, the Transfer Participant and Exchange Contractors shall meet and confer concerning any proposed re-transfer of Transfer Water to or for transferees, locations, or purposes of use not contemplated by the Water Transfer Program EIS/ EIR. Any re-transfer subject to this Paragraph shall require the express, advance consent of the Exchange Contractors.

COMPLIANCE WITH LAWS AND REGULATIONS

9. Each Party to this Agreement shall comply with all applicable Federal and state laws and regulations governing water quality and the transfer of water, and shall obtain any required permits or licenses from the appropriate Federal, state or local agencies.

FORCE MAJEURE

10. If any Party hereto shall be delayed or prevented from the performance of any act required hereunder by reasons of acts of God, labor troubles, inability to procure materials, government shutdown; restrictive governmental laws or regulations of the United States or State of California or any political subdivision thereof, or other cause without fault and beyond the control of the Party obligated, specifically excepting any asserted financial difficulty including fluctuations of local and national economics, performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay but not beyond the end of the term of this Agreement; provided that if the period of delay would otherwise obligate the Exchange Contractors to make water available after the end of any Year, performance by the Exchange Contractors shall be excused and this Agreement as to that Year shall not be enforced as to waters not delivered because of the force majeure event.

WATER RIGHTS AND PROTECTION

11. (a) No Party hereto shall assert that any activity under this Agreement shall affect the validity of any existing water rights held by any other Party. This Agreement does not constitute an amendment, modification or alteration of the Exchange Contract nor a special or additional benefit pursuant to Reclamation Law.

(b) Without limiting the foregoing, the Exchange Contractors shall be deemed to have put all of the Substitute Water made available to the Water Authority and/or to Reclamation hereunder to beneficial use in accordance with the requirements of the Exchange Contract. Further, in no event shall the purchase of Substitute Water pursuant to this Agreement in any way affect the Exchange Contractors' rights under the Exchange Contract. Nor shall the Exchange Contractors be deemed not to require the amount of Transfer Water purchased under this Agreement for use within its boundaries in the future as a result of the transfer and/or sale of Transfer Water hereunder.

(c) If any Transfer Participant during the term of this Agreement commences or participates as a complaining or moving Party in an administrative proceeding or legal proceeding in which that Transfer Participant takes a position or contends directly or indirectly by encouraging or assisting any third party to take a position or contend that (i) use of water retained by the Exchange Contractors or transferred hereunder or available to the Exchange Contractors from groundwater or other sources is not reasonable or beneficial, or (ii) that the amounts of water allocated and available to the Exchange Contractors pursuant to the terms of the Exchange Contract, including any amounts transferred under this Agreement or under other agreements, are in excess of the amounts reasonably and beneficially necessary to provide for

long-term conjunctive use and reasonable conservation of surface water and groundwater quantities and quality within the Exchange Contractor service area, this Agreement shall be terminated on December 31st of the calendar year in which those acts occur as to all Transfer Participants upon the written election of the Exchange Contractors.

LIABILITY AND HOLD HARMLESS

12. (a) Within thirty (30) days of receipt by any Party to this Agreement of any claim for liability arising from actions or omissions within the scope of this Agreement, the Party receiving the claim shall notify the other Parties of such claim and provide a copy of the claim to the other Parties, if it is in written form. Nothing in this Article shall be construed to limit the right of any Party to assert such affirmative defenses and file such cross-complaints as may be appropriate in relation to any claim affecting the liability of such Party.

(b) The United States hereby releases and holds harmless the Exchange Contractors and the Water Authority, and their respective officers, agents, and employees from all claims for damage to persons or property, direct or indirect, resulting from the United States' performance of this Agreement.

(c) The Exchange Contractors hereby release and hold harmless the United States and the Water Authority, and their respective officers, agents, and employees from all claims for damage to persons or property, direct or indirect, resulting from the Exchange Contractors' performance of this Agreement.

(d) The Water Authority hereby releases and holds harmless the United States and the Exchange Contractors, and their respective officers, agents, and employees from all claims

for damage to persons or property, direct or indirect, resulting from the Water Authority's performance of this Agreement.

WAIVER

13. Waiver of any breach of this Agreement by any Party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Agreement.

ASSIGNMENT - SUCCESSOR AND ASSIGNS OBLIGATED

14. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of the Parties hereto but no assignment or transfer of this Agreement or any right or interest therein by any Party shall be valid until approved in writing by the other Parties.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

15. The expenditure or advance of any money or the performance of any obligation of the United States under this Agreement shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the United States in the event funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT

16. No member of or delegate to Congress, Resident Commissioner, or official of the Exchange Contractors or the Water Authority shall benefit from this Agreement other than as a water user or landowner in the same manner as other water users or landowners.

NOTICES

17. Any notice, demand, or request authorized or required by this Agreement shall be deemed to have been given, on behalf of the Exchange Contractors and/or Transfer Participants, when mailed, postage prepaid, or delivered to the designated addressee for such Party listed below. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

To Exchange Contractors:

Mr. Chris White
San Joaquin River Exchange Contractors
Water Authority
P.O. Box 2115
Los Banos, California 93635

To Water Authority:

Mr. Federico Barajas
San Luis & Delta-Mendota Water Authority
P. O. Box 2157
Los Banos, California 93635

To Reclamation:

[]
U.S. Bureau of Reclamation, Interior Region 10
California-Great Basin
Attention: Water Acquisition, BDO-300
801 I Street, Suite 140
Sacramento, California 95814

IN WITNESS WHEREOF, the Parties hereto have executed this contract as of the day and year first above written:

THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR

By

Regional Director, Interior Region 10
* California-Great Basin
Bureau of Reclamation

SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS WATER AUTHORITY

By _____
Executive Director, San Joaquin River
Exchange Contractors Water Authority

SAN LUIS & DELTA-MENDOTA
WATER AUTHORITY

By _____
Executive Director, San Luis & Delta-Mendota
Water Authority

WATER AUTHORITY PARTICIPATING MEMBER AGENCIES
(Subject to amendment pursuant to the San Luis & Delta-Mendota Water Authority Exchange
Contractors 2026 – 2038 Transfer Program Activity Agreement)

Del Puerto Water District
Eagle Field Water District
Pacheco Water District
Panoche Water District
San Benito County Water District
San Luis Water District
Santa Clara Valley Water District
Westlands Water District

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SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

RESOLUTION NO. 2025-

**RESOLUTION AUTHORIZING EXECUTION OF THE EXCHANGE CONTRACTORS
2026-2038 TRANSFERS ACTIVITY AGREEMENT AND ACTIONS RELATED
THERE TO**

WHEREAS, together with the U.S. Bureau of Reclamation (“Reclamation”), the San Joaquin River Exchange Contractors Water Authority (“Exchange Contractors”) prepared the Water Transfer Program for the San Joaquin River Exchange Contractors Water Authority 2014-2038 Final Environmental Impact Statement/Environmental Impact Report dated January 2013, with the Record of Decision adopted by Reclamation on July 30, 2013 and the Environmental Impact Report certified by the Exchange Contractors on March 1, 2013 (the “2013 EIS/EIR”), analyzing the environmental effects of transfer of up to 150,000 acre-feet of water per year from the Exchange Contractors for refuge use; to Central Valley Project (“CVP”) water service contractors within the San Luis & Delta-Mendota Water Authority (“Water Authority”) for irrigation and certain specified municipal and industrial (“M&I”) uses; and to certain other CVP or State Water Project contractors; and

WHEREAS, based upon and consistent with the analysis done in the 2013 EIS/EIR, the Water Authority entered into three successive Transfer Agreements for the periods of 2014-2018 (Agreement No. 14-WC-20-4520), 2019-2023 (Agreement No. 19-WC-20-5476), and 2024-2025 (Agreement No. 24-WC-20-6200), which provided the terms and conditions for the sale and transfer by the Exchange Contractors, and for purchase by Reclamation for refuge supply and by the Water Authority for irrigation and M&I uses, of up to 80,000 acre-feet of water per year, implemented through successive one-year transfers; and

WHEREAS, the Water Authority and individual Water Authority member agencies Byron-Bethany Irrigation District, Del Puerto Water District, Eagle Field Water District, Mercy Springs Water District, Pacheco Water District, Panoche Water District, San Benito County Water District, Santa Clara Valley Water District, San Luis Water District, and Westlands Water District executed the Exchange Contractors 2014-2018 Transfers Activity Agreement, effective November 16, 2015, to participate in the benefits and incur the obligations of the Exchange Contractors 2014-2018 Transfer Agreement; and

WHEREAS, the Water Authority and individual Water Authority member agencies Del Puerto Water District, Panoche Water District, San Benito County Water District, Santa Clara Valley Water District, San Luis Water District, and Westlands Water District executed the Exchange Contractors 2019-2023 Transfers Activity Agreement, effective April 22, 2019, to participate in the benefits and incur the obligations of the Exchange Contractors 2019-2023 Transfer Agreement; and

WHEREAS, the Water Authority and individual Water Authority member agencies Del Puerto Water District, Eagle Field Water District, Pacheco Water District, Panoche Water District, San Benito County Water District, San Luis Water District, Santa Clara Valley Water District, and

Westlands Water District executed the Exchange Contractors 2024-2025 Transfers Activity Agreement, effective February 1, 2024, to participate in the benefits and incur the obligations of the Exchange Contractors 2024-2025 Transfer Agreement; and

WHEREAS, based upon and consistent with the analysis done in the 2013 EIS/EIR, the Exchange Contractors, Reclamation, and the Water Authority are in the process of finalizing the Agreement for the Acquisition of Water by the United States, and San Luis & Delta-Mendota Water Authority from the San Joaquin River Exchange Contractors Water Authority 2026-2038, Agreement No. 26-WC-20-6200 (“Exchange Contractors 2026-2038 Transfer Agreement”), the current draft of which provides the terms and conditions for the sale and transfer by the Exchange Contractors, and for purchase by Reclamation for refuge supply and the Water Authority for irrigation and M&I uses, of up to 80,000 acre-feet of water per year for a period of thirteen (13) years, to be implemented through successive one-year transfers; and

WHEREAS, the Water Authority is in the process of finalizing the Exchange Contractors 2026-2038 Transfers Activity Agreement for Water Authority members who desire to participate in the benefits and incur the obligations of the Exchange Contractors 2026-2038 Transfer Agreement, by the terms of which the costs of the water transfers will be paid by Activity Agreement Members, and not by non-participating members of the Water Authority; and

WHEREAS, the Board has considered the latest draft of the Exchange Contractors 2026-2038 Transfers Activity Agreement, a copy of which has been presented to the Board; and

WHEREAS, Activity Agreement Members that plan to execute the Exchange Contractors 2026-2038 Transfers Activity Agreement agree to indemnify and hold harmless the Water Authority and its Members who do not participate in the Activity Agreement with respect to any and all costs, losses, damages, claims and liabilities arising under the Activity Agreement; and

WHEREAS, the activities contemplated in the Exchange Contractors 2026-2038 Transfer Agreement and Exchange Contractors 2024-2025 Transfers Activity Agreement are within the scope of the Exchange Contractors’ 2014-2038 approved range of potential transfers and certified 2013 EIS/EIR, such that no subsequent or supplemental CEQA review is required. (Pub. Resources Code, § 21166; CEQA Guidelines, §§ 15162, 15163, 15168(c).)

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 to execute the Exchange Contractors 2026-2038 Transfers Activity Agreement in substantially the form presented to the Board, subject to such additions, deletions, and other revisions as the said Executive Director shall approve prior to execution.

Section 3. The authorization conferred by this Resolution shall be contingent upon the occurrence of the following actions: (1) the completion and execution of the Exchange Contractors

2026-2038 Transfer Agreement, and (2) at least two (2) members of the Water Authority executing the Exchange Contractors 2026-2038 Transfers Activity Agreement by January 30, 2026.

Section 4. In the event the contingencies described in Section 3 fail to occur, the authorization conferred by this Resolution is revoked *ab initio*, and any documents executed by the Water Authority in reliance upon this Resolution or the Exchange Contractors 2026-2038 Transfers Activity Agreement shall have no binding force or effect.

Section 5. The Executive Director, Chief Operating Officer, or such Water Authority employee or consultant, as either of such officers 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 December, 2025, 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. 2025- 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 December, 2025.

Federico Barajas, Secretary

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
EXCHANGE CONTRACTORS 2026-2038 TRANSFERS ACTIVITY AGREEMENT**

This Activity Agreement (“**Activity Agreement**”) is entered into as of this ____ day of _____ 2025, by and among the San Luis & Delta-Mendota Water Authority (“**Water Authority**”), a joint powers agency of the State of California, and its members who execute this Agreement, who are hereinafter referred to jointly by the plural term “**Activity Agreement Members**.” Capitalized terms used in this Activity Agreement will have the meanings set forth in Section 2 below.

1. RECITALS

A. The parties to this Activity Agreement, together with certain other local agencies, have entered into an amended and restated Joint Exercise of Powers Agreement-San Luis & Delta-Mendota Water Authority dated January 1, 1992 (“**JPA Agreement**”), by and among the parties indicated therein, establishing the Water Authority for the purpose of exercising the common powers of the members, including those powers described in this Activity Agreement.

B. The Activity Agreement Members are each empowered, among other powers, to provide water service to lands within their boundaries for irrigation, municipal, and/or industrial use; to contract with the United States, the State and other public agencies, and mutual water companies and other private parties for such purposes; to control the quality of water accepted into their respective systems; to transfer water and to purchase water in order to maximize the efficient, beneficial use of the water supplies available; and to adopt rules and regulations necessary to the exercise of such powers.

C. The Activity Agreement Members have each entered into contracts with the United States for water service from the Central Valley Project (“**CVP**”) for irrigation and/or municipal and industrial (“**M&I**”) purposes within their respective jurisdictional areas and receive water conveyed through the Delta-Mendota Canal, the San Luis Canal, and/or the Pacheco Pumping Plant and Tunnel.

D. Since 1992, the Activity Agreement Members in most years have received less than the full contract allocations provided for in their CVP repayment contracts because of hydrologic conditions and/or regulatory constraints, and the Bureau of Reclamation (“**Reclamation**”) has projected continued shortages of such allocations in the future.

E. Member agencies of the San Joaquin River Exchange Contractors Water Authority (“**Exchange Contractors**”) hold contracts for water from the United States that substitutes deliveries through the Delta-Mendota Canal for water from historical sources of surface water supplies and provides the Exchange Contractors with a highly reliable supply of water.

F. The Activity Agreement Members recognize the importance of water transfers to optimizing the use of the water supplies available from the CVP south of the Sacramento-San Joaquin River Delta and for stabilizing the quantity of water reliably available to them.

G. Together with Reclamation, the Exchange Contractors prepared the Water Transfer Program for the San Joaquin River Exchange Contractors Water Authority 2014-2038 Final Environmental Impact Statement/Environmental Impact Report dated January 2013, with the Record of Decision adopted by Reclamation on July 30, 2013 and the Environmental Impact Report certified by the Exchange Contractors on March 1, 2013 (the “**2013 EIS/EIR**”), analyzing the environmental effects of transfer of up to 150,000 acre-feet per year of water from the Exchange Contractors for refuge supplies; to CVP water service contractors within the Water Authority for irrigation and certain specified M&I uses; and to certain other CVP or State Water Project contractors.

H. Based upon and consistent with the analysis done in the 2013 EIS/EIR, the Exchange Contractors, the Water Authority, and Reclamation entered into the Agreement for the Acquisition of Water by the United States and San Luis & Delta-Mendota Water Authority from the San Joaquin River Exchange Contractors Water Authority, Agreement No. 19-WC-20-5476, for the period of the calendar years 2019 through 2023, which provided the terms and conditions for the sale and transfer by the Exchange Contractors, and for the purchase by Reclamation for refuge supply and by the Water Authority for irrigation and M&I uses, of up to 80,000 acre-feet per year of water for a period of five (5) years, implemented through successive one-year transfers.

I. Based upon and consistent with the analysis done in the 2013 EIS/EIR, the Exchange Contractors, the Water Authority, and Reclamation entered into the Agreement for the Acquisition of Water by the United States and San Luis & Delta-Mendota Water Authority from the San Joaquin River Exchange Contractors Water Authority, Agreement No. 24-WC-20-6200, for the period of the calendar years 2024 through 2025, which provided the terms and conditions for the sale and transfer by the Exchange Contractors, and for the purchase by Reclamation for

refuge supply and by the Water Authority for irrigation and M&I uses, of up to 80,000 acre-feet per year of water for a period of two (2) years, implemented through successive one-year transfers.

J. Based upon and consistent with the analysis done in the 2013 EIS/EIR, the Exchange Contractors, the Water Authority and Reclamation have developed the Agreement for the Acquisition of Water by the United States and the San Luis & Delta-Mendota Water Authority from the San Joaquin River Exchange Contractors Water Authority, Agreement No. 26-WC-20-XXXX, for the period of the calendar years 2026 through 2038 (“**Exchange Contractors 2026-2038 Transfers Agreement**” or “**Transfers Agreement**”), which provides the terms and conditions for the sale and transfer by the Exchange Contractors, and for the purchase by Reclamation for refuge supply and by the Water Authority for irrigation and M&I uses, of up to 80,000 acre-feet per year of water for a period of thirteen (13) years, to be implemented through successive one-year transfers.

K. Water transfers commenced beginning in 2026 within the Exchange Contractors’ approved range of potential transfers and covered by the 2013 EIS/EIR arranged by the Water Authority for the benefit of the Activity Agreement Members will be administered according to the terms of this Activity Agreement and consistent with the provisions of the Transfers Agreement.

L. Each of the parties to this Activity Agreement desires to participate in the benefits and is willing to incur the obligations of the Transfers Agreement, through the joint exercise of their common powers under this Activity Agreement.

M. Nothing in this agreement restricts Activity Agreement Members from pursuing water transfers that are not covered by the Exchange Contractors’ approved range of potential transfers, the 2013 EIS/EIR, or this Activity Agreement.

N. The Water Authority and each of the Activity Agreement Members have shared, and continue to share, a common interest in sharing information and resources reasonably necessary to accomplish the purpose of this Activity Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the true and correct facts recited above, and of the covenants, terms, and conditions set forth herein, the Activity Agreement Members and the Water Authority agree as follows:

2. **DEFINITIONS**

A. **“Activity Agreement”** or **“Agreement”** shall mean this Exchange Contractors 2026-2038 Transfers Activity Agreement.

B. **“Activity Agreement Expenses”** shall mean all expenses directly incurred by the Water Authority in order to implement this Activity Agreement, together with a share of “Water Authority Administration Costs” allocable to members of this Activity Agreement; “Activity Agreement Expenses” expressly includes, but is not limited to, costs and fees associated with developing, implementing, maintaining, amending or terminating this Activity Agreement and all costs incurred by the Water Authority in pursuing, negotiating, defending litigation, holding third parties harmless or administering the Transfers Agreement.

C. **“Activity Agreement Member”** shall mean a member of the Water Authority who is signatory to this Activity Agreement. The Activity Agreement Members are listed on Exhibit “A” attached hereto, as updated by agreement of the Activity Agreement Members from time to time; such updated Exhibit “A” shall be attached hereto and replace all prior versions of Exhibit “A”.

D. **“Administration Agreements”** shall mean those certain agreements between the Water Authority and Activity Agreement Members for the undertaking of activities and sharing of costs and benefits pursuant to Sections 22 and 23 of the JPA Agreement.

E. **“Board of Directors”** shall mean the Board of Directors of the San Luis & Delta-Mendota Water Authority.

F. **“Exchange Contractors”** shall mean the San Joaquin River Exchange Contractors Water Authority.

G. **“Exchange Contractors 2026-2038 Transfers Agreement”** or **“Transfers Agreement”** shall mean that certain Agreement for the Acquisition of Water by the United States and the San Luis & Delta-Mendota Water Authority from the San Joaquin River Exchange Contractors Water Authority for the period of the calendar years 2026 through 2038. The price for Transfer Water as set forth in the Transfers Agreement is attached hereto as Exhibit “E”.

H. **“Exchange Contractors 2026-2038 Transfers”** shall mean the Water Authority activities under this Activity Agreement to implement one-year transfers between the Water Authority and the Exchange Contractors under the Transfers Agreement.

I. **“Fiscal Year”** shall mean the Water Authority’s March 1 through February 28/29 fiscal year.

J. **“Irrigation Users”** shall mean the Activity Agreement Members who commit to acquire Transfer Water for irrigation uses during the term of this Activity Agreement.

K. **“JPA Agreement”** shall mean that certain Second Amended and Restated Joint Exercise of Powers Agreement dated July 8, 2024, establishing the Water Authority, as it may be amended or restated over time.

L. **“M&I Users”** shall mean the Activity Agreement Members that may acquire Transfer Water for M&I use during a specific Year.

M. **“Transfer Water”** shall mean the water provided for transfer by the Exchange Contractors each Year pursuant to the Exchange Contractors 2026-2038 Transfers Agreement.

N. **“Water Authority”** shall mean the San Luis & Delta-Mendota Water Authority.

O. **“Water Authority Administration Costs”** shall mean Water Authority general administration expenses, including rent and other occupancy charges, acquisition costs of office furniture and equipment, including telephone, telecopy, photocopy, cost of cars and other vehicles, insurance premiums salaries and wages of employees including payment in connection with retirement programs and other benefit programs, fees of creditors, lawyers, engineers, and other consultants, travel, telephone, telecopy, and photocopy expenses, and any other general administrative expenses, a percentage of which will be allocated to this Activity Agreement by the Water Authority.

P. **“Year”** shall mean a calendar year.

Q. All other capitalized terms used herein shall have the meaning ascribed to them in this Activity Agreement, and capitalized terms in the Exchange Contractors 2026-2038 Transfers Agreement shall have the meanings ascribed to them in that agreement; provided, that in the event of any conflicts, the terms of this Activity Agreement will prevail to determine such meanings.

3. PURPOSE OF AGREEMENT

A. The purpose of this Activity Agreement is to allow, through the joint exercise of some or all of the common powers of the Activity Agreement Members described in the Recitals above, as appropriate, the Activity Agreement Members to participate in the Exchange Contractors 2026-2038 Transfers to obtain the benefits, and to share the obligations of the Transfers Agreement under the terms set forth herein.

B. The parties acknowledge and agree that the Water Authority's role in this Activity Agreement is to: (1) provide the umbrella joint powers agreement pursuant to which the parties may exercise their common powers and to provide services at the expense of the Activity Agreement Members; (2) act as agent for the Activity Agreement Members in order to negotiate and implement the Transfers Agreement with the Exchange Contractors for and on behalf of the Activity Agreement Members; and (3) provide administrative services relating to acquiring Transfer Water, including, but not limited to, providing notices, calculating water allocations, providing advance funding for Transfer Water, and providing billing services to the Activity Agreement Members during the term hereof.

4. ORGANIZATION

The business of this Activity Agreement will be conducted by the Water Authority at large and therefore governed by the Board of Directors. However, it is recognized that at some time in the future the Activity Agreement Members may wish to form a separate body specifically for the purpose of directing the business of the Activity Agreement. Within twenty-four (24) months of the Effective Date, the Activity Agreement Members will evaluate whether to facilitate the formation of an Activity Agreement steering committee. Upon unanimous agreement among the Activity Agreement Members, the Board of Directors will consider establishing the organizational structure proposed by the Activity Agreement Members, which will be described in an amendment to this Activity Agreement, and that organizational structure may then serve as the governing body for this Activity Agreement.

5. POWERS RESERVED TO BOARD OF DIRECTORS AND LIMITATIONS THEREON

A. The Board of Directors will have ultimate approval authority over all Activity Agreement annual budgets based upon the recommendation of staff and approval of the Activity Agreement Members; provided, the Board of Directors may only alter an Activity Agreement annual budget in a manner consistent with the Activity Agreement Members' recommendation.

B. The Board of Directors will have the right, upon recommendation of or in consultation with staff and the approval of Activity Agreement Members, to approve all amendments to this Activity Agreement, including any amendment terminating the Activity Agreement.

C. The Board of Directors will have the right, upon the recommendation of or in consultation with staff, and the approval of the Activity Agreement Members, to act on any claims and to make decisions concerning the prosecution of, defense of, or other participation in actions or proceedings at law brought against the Water Authority arising from this Activity Agreement; provided if that action is taken at the request of the Activity Agreement Members then the costs for such action will be borne by the Activity Agreement Members.

D. The Board of Directors delegates to staff the power to conduct the activities described in this Activity Agreement pursuant to the terms of this Activity Agreement, without the required approval of the Board of Directors except as specifically provided in this Section 5. This delegation will specifically include, but not be limited to, the power to enter into contracts within approved Activity Agreement budgets.

6. ACCOUNTABILITY, REPORTS, AND AUDITS

A. Full books and accounts for this Activity Agreement will be maintained by the Water Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for public entities. The books and records will be open to inspection by Activity Agreement Members at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

B. There will be strict accountability of all funds deposited on behalf of the Activity Agreement with the Water Authority. The Treasurer of the Water Authority, directly or acting through its Accounting Department, will provide regular reports of Activity Agreement accounts. Funds of the Activity Agreement will be subject to audit by the official auditor of the Water Authority. An Activity Agreement Member may request an independent audit of the Activity Agreement funds; such audit will be conducted at the expense of the requesting Activity Agreement Member.

7. AUTHORIZATION TO ALLOCATE ACTIVITY AGREEMENT EXPENSES

A. Each member of the Water Authority has entered into an Administration Agreement which authorizes agreement(s) by and among the Water Authority and any of its members or other entities (including Friends of the Water Authority) to provide for undertaking and sharing costs and benefits of any authorized activity of the Water Authority.

B. The Water Authority and the Activity Agreement Members agree that all Activity Agreement Expenses, including Water Authority Administration Costs, incurred by the Water Authority under this Activity Agreement are the expenses of the Activity Agreement Members, and not of the Water Authority, and will be paid by the Activity Agreement Members. The Activity Agreement Members agree that the Board of Directors is authorized to allocate a share of Water Authority Administration Costs as part of the Activity Agreement Expenses to cover the cost to the Water Authority of administering this Activity Agreement.

C. The Activity Agreement Members agree that the costs of Transfer Water are the expenses of the Activity Agreement Members and not of non-participating Activity Agreement Members or of the Water Authority; each Activity Agreement Member shall be bound to accept and pay for the actual costs of such Activity Agreement Member's allocated share of Transfer Water as set forth in Section 9 of this Activity Agreement.

8. SCHEDULING

The Water Authority, in consultation with the Exchange Contractors, Reclamation and the Activity Agreement Members, will develop a process for the scheduling of the water allocated that will be subject to modification from time to time by agreement of the parties, without formal amendment of this Agreement being required.

9. PURCHASE OBLIGATION AND PROCESS FOR ALLOCATING WATER FOR M&I USERS AND FOR IRRIGATION USERS FOR EACH YEAR

During the term of the Exchange Contractors 2026-2038 Transfers Agreement, the Activity Agreement Members shall be obligated to purchase all water made available to the Water Authority as set forth in the Exchange Contractors 2026-2038 Transfers Agreement. The Water Authority shall allocate the Transfer Water among Irrigation Users and M&I Users as set forth in this Section 9.

A. Allocation for Irrigation Users. The allocation for Irrigation Users shall be the maximum quantity designated for Irrigation on Exhibit "B" plus (1) any allocation for M&I Users not accepted by M&I Users during such Year, and (2) any portion of Reclamation's allocation for such Year that Reclamation cannot purchase in accordance with Sections 5(f) and 5(h) of the Transfers Agreement, as summarized in Section 9.C. of this Activity Agreement. The Water Authority shall sub-allocate the quantity of Transfer Water made available for Irrigation Users

among Irrigation Users based on each Irrigation User's CVP water supply contract quantity for irrigation as of the date hereof, as agreed by the parties and set forth on Exhibit "D" attached hereto.

B. Notice and Allocation for M&I Users. Beginning on February 15, 2026 for the 2026 Year, and thereafter on or around each February 15, promptly upon receipt of notice from the Exchange Contractors, the Water Authority shall notify the M&I Users of the quantity of Transfer Water, up to 5,000 acre-feet, available for M&I use. The M&I Users must notify the Water Authority in writing of each Year of the quantity of Transfer Water they desire to acquire for M&I use for the forthcoming Year. The Water Authority shall notify the Exchange Contractors in writing on or before April 1 of each Year of the amount of Transfer Water for M&I Users that the Water Authority wishes to purchase for that Year as described in Section 4.b.i of the Transfers Agreement. The Water Authority shall provide further notice to the Exchange Contractors in writing on or before May 1 of each Year of the final quantity of Transfer Water for M&I Users that the Water Authority wishes to purchase for that Year as described in Section 4.b.ii of the Transfers Agreement.

1. The Water Authority shall sub-allocate Transfer Water made available by the Exchange Contractors for M&I Users in any Year as follows:

a. If the Transfer Water made available for M&I Users during a particular Year is adequate to cover all of the Transfer Water requested by the M&I Users pursuant to Section 9.B. above for that Year, the Water Authority shall allocate the Transfer Water made available for M&I Users as set forth in Exhibit "C", or any other allocation mutually agreed to by these M&I contractors.

b. If the Transfer Water made available for M&I Users during a particular Year is inadequate to cover the combined quantities of Transfer Water requested by the M&I Users pursuant to Section 9.B. above, the Water Authority shall allocate the available M&I water based on the allocation set forth in Exhibit "C". If any participating M&I User chooses not to take its allocation, that portion of the M&I water shall be allocated to the remaining participating M&I Users based on their proportional share of their M&I historic use, or upon any other allocation mutually agreed upon by the M&I Users.

2. In the event Transfer Water is reduced under any applicable provision of the Transfers Agreement, the allocation for M&I Users will be reduced proportionately from 5,000

acre-feet and the available allocation will be sub-allocated between M&I Users as provided in Section 9.B.1.b. above.

C. Reclamation's Allocation, Election Not to Purchase, and Water Authority Obligation to Purchase in Certain Years.

1. Reclamation shall have the right to purchase for refuge supply purposes in each Year up to the maximum allocation for Reclamation set forth in Exhibit "B" determined in reference to the corresponding CVP South-of-Delta Contract Allocation for Irrigation for such Year, on the same terms and conditions as set forth in the Transfers Agreement. The allocation set forth in Exhibit "B" shall be reviewed and may be modified pursuant to and as described in Section 5 of the Transfers Agreement; if so modified, a revised Exhibit "B" reflecting the new allocation shall be incorporated herein without requiring the process set forth in Section 16.A. of this Agreement.

2. Under Section 5(f) of the Transfers Agreement, Reclamation may be unable to purchase all of its allocation of Transfer Water during such Year. In any Year in which Reclamation cannot purchase all or part of its Transfer Water allocation the allocation for the Water Authority shall be increased proportionately, and the Water Authority agrees to purchase such water at the rates set forth in the Transfers Agreement.

3. In the event Section 5(f) and Section 5(h) of the Transfers Agreement is triggered and the Water Authority's allocation is modified, the resulting total volume of Transfer Water allocated to the Water Authority shall be allocated to the Irrigation Users Users in accordance with Exhibit "D".

D. Notice of Allocation. The Water Authority will promptly calculate the respective allocations of Transfer Water for Irrigation Users and M&I Users pursuant to the terms of the Transfers Agreement and this Agreement and shall notify the Activity Agreement Members of the amount of their respective allocations for the respective Water Year.

E. Reallocation. An Activity Agreement Member may obtain the written agreement of any other Activity Agreement Member(s) to accept its allocated share of Transfer Water, or a portion thereof, and the obligations under this Activity Agreement of the Activity Agreement Member arranging such substitution.

F. Reallocation to WWD. By May 20 of each Year, each Activity Agreement Member wishing to reallocate all or some portion of the Transfer Water allocated to it under this Activity

Agreement for such Year to WWD shall provide written notice to WWD and the Water Authority of the quantity to be reallocated. Each Activity Agreement Member providing such notice hereby agrees that the quantity specified in the reallocation notice shall be delivered to WWD, and WWD agrees to accept and purchase such reallocated quantity in accordance with the terms of this Activity Agreement and the Transfers Agreement and to relieve each Activity Agreement Member providing such notice of its respective obligation to purchase the reallocated quantity for such Year. Nothing in this Section 9.F. precludes an Activity Agreement Member from reallocating all or some portion of the Transfer Water allocated to it under this Activity Agreement to any Activity Agreement Member(s) pursuant to Section 9.E.

10. PAYMENT FOR ACTIVITY AGREEMENT EXPENSES AND FOR TRANSFER COSTS

A. The Water Authority, in consultation with the Activity Agreement Members, will develop a process for payment of costs and timing of payments based on the principles set forth below in this Section 10.

B. The Water Authority will bill each Activity Agreement Member periodically for their allocated share of Activity Agreement Expenses; such allocated share will be based on the percentage set forth in Exhibit D, and payment will be due within 30 days of the date of the invoice.

C. Pursuant to Section 4(d) of the Transfers Agreement, the Exchange Contractors will invoice the Water Authority for the cost of Transfer Water at the price set forth in Exhibit “E” subsequent to the last day of each month during which the Exchange Contractors have made Transfer Water available to the Water Authority. As soon as the Water Authority receives the invoice and verifies the deliveries to the Activity Agreement Members during such period, the Water Authority shall bill the Activity Agreement Members. The Activity Agreement Members shall remit payment upon receipt of the Water Authority’s invoice, so that the Water Authority can timely pay the Exchange Contractors.

D. The price set forth in Exhibit “E” shall be reviewed and may be modified pursuant to and as described in Section 2 of the Transfers Agreement; if so modified, a revised Exhibit “E” reflecting the new price shall be incorporated herein without requiring the process set forth in Section 16.A. of this Agreement.

E. In addition to the cost of Transfer Water payable to the Exchange Contractors, each Activity Agreement Member hereby agrees to pay to Reclamation and the Water Authority those costs for Transfer Water described in Section 4(c) of the Transfers Agreement.

F. Each Activity Agreement Member hereby agrees to pay to the Water Authority any and all costs incurred by the Water Authority on account of such Activity Agreement Member's participation in and obligations under the Transfers Agreement, including but not limited to: (1) interest on late payments as provided in Section (4)(d) of the Transfers Agreement; (2) reimbursement of foregone interest on Water Authority accounts, if any; and (3) any other costs incurred by the Water Authority because of such Activity Agreement Member's late payment.

G. Each Activity Agreement Member shall be bound to accept and pay for the costs of such Member's allocated share of Transfer Water, except for the Transfer Water such Member reallocates pursuant to Sections 9.E. and 9.F. of this Agreement. The Water Authority shall have no responsibility to track changes in allocations or in payment obligations resulting from reallocations made pursuant to Sections 9.E. or 9.F. of this Agreement until it receives a copy of the writing or notice memorializing the allocation adjustment.

H. Within sixty (60) days following the end of each Fiscal Year during the term of this Activity Agreement, the Water Authority will compare the total payments made by each Activity Agreement Member during the year to the total annual amount due from each Activity Agreement Member. The amount due will be calculated by applying the total annual Activity Agreement Expenses including Transfer Water costs to a percentage that is based on each Activity Agreement Member's amount of Transfer Water in acre-feet purchased under this Agreement divided by the total amount of Transfer Water in acre-feet purchased by all Activity Agreement Members under this agreement. However, if there are no transfers in a Fiscal Year, the allocation as described in Section 10.B. shall apply. Immediately following such calculation, the Water Authority will provide notice of credits or bills for additional charges to the Activity Agreement Members. Each Activity Agreement Member may elect to obtain refunds or to apply any credit balance and will remit payment of bills for additional amounts within thirty (30) days.

I. Each Activity Agreement Member agrees to hold harmless the Water Authority, all other Activity Agreement Members, and all Water Authority members who are not participants in the Activity Agreement from obligations incurred by the Water Authority in order to acquire the

Activity Agreement Member's respective share of the water transferred from the Exchange Contractors pursuant to this Activity Agreement.

11. SOURCE OF PAYMENTS

Each Activity Agreement Member agrees that it will, at all times, have sufficient money to meet its obligations hereunder and under the JPA Agreement. Each Activity Agreement Member hereby confirms that the Water Authority and other Activity Agreement Members are third party beneficiaries of such Activity Agreement Member's obligations under this Activity Agreement and may take such actions in law or in equity to enforce payments hereunder.

12. INDEMNIFICATION OF AUTHORITY MEMBERS WHO DO NOT PARTICIPATE IN THIS AGREEMENT

The Activity Agreement Members shall hold the Water Authority and each of its members who is not an Activity Agreement Member, free and harmless from and indemnify each of them against any and all costs, losses, damages, claims, and liabilities arising from this Activity Agreement. This indemnification obligation includes the obligation of the Activity Agreement Members to defend the Water Authority, and all members of the Water Authority which are not participants in the Activity Agreement, at the sole expense of the Activity Agreement Members, in any action or proceeding brought against the Water Authority or any of its members not participating in the Activity Agreement to recover any such costs, losses, damages, claims, or liabilities arising from this Activity Agreement.

13. TERM

A. This Activity Agreement shall take effect on February 1, 2026 ("**Effective Date**"), assuming execution by the Water Authority and at least two (2) Water Authority members prior to that date, and will be retroactive for costs incurred negotiating and developing the Transfers Agreement and this Activity Agreement and will remain in full force and effect through the term of the Exchange Contractors 2026-2038 Transfers Agreement, or until all obligations arising under this Activity Agreement and the Transfers Agreement have been satisfied, whichever comes later.

B. In the event the Exchange Contractors 2026-2038 Transfers Agreement does not take effect or is rescinded or terminated prior to December 31, 2038, this Activity Agreement shall likewise terminate upon all Activity Agreement Members satisfying all obligations, including all payment obligations, arising under this Activity Agreement.

C. This Activity Agreement may be extended without formal amendment being required in the event of any renewal or extension of the Exchange Contractors 2026-2038 Transfers Agreement for an additional Year or Years, by attaching a new Exhibit “B” to this Activity Agreement setting forth any revised quantities or allocations among Reclamation, Irrigation Users, and M&I Users.

14. WITHDRAWAL FROM FURTHER PARTICIPATION

A. Withdrawal. An Activity Agreement Member may withdraw from this Agreement at any time by obtaining the agreement of one or more other Activity Agreement Members to fully assume the benefits and the obligations pertaining to the withdrawing Activity Agreement Member and by satisfying the process and requirements set forth in this Section 14.

B. Notice and Effective Date. An Activity Agreement Member may withdraw from this Activity Agreement at any time by providing written notice to the Water Authority and the other Activity Agreement Members. The withdrawal shall be effective thirty (30) days after sending the written notice.

C. Payment of Obligations. Withdrawal is conditioned upon the withdrawing Activity Agreement Member ensuring to the satisfaction of the other Activity Agreement Members that there are no adverse impacts to those members from the withdrawal. This may occur via the withdrawing Activity Agreement Member’s payment or agreement to pay its share of all debts, liabilities, and obligations of the Water Authority pursuant to this Activity Agreement and incurred prior to the effective date of such withdrawal. A withdrawing party shall, within thirty (30) days of the withdrawal date, pay all such Activity Agreement Member’s financial obligations incurred prior to such withdrawal date pursuant to the terms of this Activity Agreement or enter into an agreement acceptable to the Water Authority for continuing payment of such obligations until fully paid.

D. Rights Following Withdrawal. As of the withdrawal date, all rights of participation in this Activity Agreement shall cease for the withdrawing Activity Agreement Member.

E. Obligations Following Withdrawal. Withdrawal shall not excuse the withdrawing Activity Agreement Member’s performance of obligations imposed upon that party by any judgment which has been entered by a court of competent jurisdiction or regulation to which the Water Authority or the Activity Agreement Members are subject and that arise from or are related to activities of the Activity Agreement conducted during the period when the withdrawing Activity

Agreement Member participated in this Activity Agreement. Furthermore, the indemnification obligations set forth in Section 12 of this Activity Agreement shall survive a party's withdrawal from this Activity Agreement for activities under this Activity Agreement conducted during the period when the withdrawing Activity Agreement Member participated in this Activity Agreement.

15. ADMISSION OF NEW MEMBERS

After February 1, 2026, no additional members of the Water Authority may become participants of this Activity Agreement without the written consent of all of the other Activity Agreement Members and of the Board of Directors. The admission of any Activity Agreement Member pursuant to this section shall be documented by that new Activity Agreement Member signing this Activity Agreement. Upon admission of a new Activity Agreement Member, the parties shall agree to the participation percentage of such new Activity Agreement Member, to be documented in an amendment to this Activity Agreement and Exhibit "B" to this Activity Agreement.

16. MISCELLANEOUS

A. Amendments. Except for an extension provision as described in Section 13 and incorporation of revised exhibits as described in Section 9.C.1 and Section 10.D, this Activity Agreement may only be amended in writing executed by the parties hereto.

B. Assignment; Binding on Successors. Except as otherwise provided in this Activity Agreement, the rights and duties of the Activity Agreement Member may not be assigned or delegated without the written consent of the Water Authority. Any attempt to assign or delegate such rights or duties in contravention of this Activity Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Water Authority then in effect. This Activity Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Water Authority and the Activity Agreement Members.

C. Counterparts. This Activity Agreement may be executed by the Water Authority and the Activity Agreement Members in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and

the same instrument. This Agreement, if executed in counterparts, will be valid and binding on a party as if fully executed as on one original.

D. Choice of Law. This Activity Agreement shall be governed by the laws of the State of California.

E. Severability. If one or more clauses, sentences, paragraphs or provisions of this Activity Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Activity Agreement Members and the Water Authority that the remainder of the Activity Agreement shall not be affected thereby.

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

G. Reasonable Cooperation. Activity Agreement Members will reasonably cooperate with each other and the Water Authority to perform the obligations under this Activity Agreement, assist the Water Authority, when necessary, in carrying out its obligations under any and all of the water transfer agreements contemplated herein, and to carry out the purpose and intent of this Agreement.

IN WITNESS WHEREOF, the Members and the Water Authority have executed this Activity Agreement as of the date appearing next to their respective signature lines:

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

**EXCHANGE CONTRACTORS 2026-2038 TRANSFERS
ACTIVITY AGREEMENT MEMBERS**

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)
- 8)

EXHIBIT B

ALLOCATION FOR 2026-2030 AMONG RECLAMATION, IRRIGATION USERS, AND M&I USERS BASED ON CVP SOUTH-OF-DELTA CONTRACT ALLOCATON FOR IRRIGATION

SOD Ag Allocation (%)	Reclamation (AF)	SLDMWA (AF)	Total (AF)
0	12,000	68,000	80,000
5	12,000	68,000	80,000
10	12,000	68,000	80,000
15	13,000	67,000	80,000
20	14,000	66,000	80,000
25	15,000	65,000	80,000
30	15,000	65,000	80,000
35	16,000	64,000	80,000
40	17,000	63,000	80,000
45	17,000	63,000	80,000
50	20,000	60,000	80,000
55	21,000	59,000	80,000
60	32,500	47,500	80,000
65	37,000	43,000	80,000
70	40,000	40,000	80,000
75	40,000	40,000	80,000
80	50,000	30,000	80,000
85	50,000	30,000	80,000
90	50,000	30,000	80,000
95	45,000	35,000	80,000
100	45,000	35,000	80,000

*5,000 acre-feet of option water is available for M&I per Section 9.

*The allocation set forth in this Exhibit “B” is subject to Section 5 of the Transfers Agreement.

EXHIBIT C

M&I USERS' CONTRACT QUANTITY/ALLOCATION PERCENT

M&I User	Allocation Percentage (%)	Contract Quantity (AF)

EXHIBIT D

IRRIGATION USERS' CONTRACT QUANTITY/ALLOCATION PERCENT

Participants	Contract Quantity (AF)	Allocation Percentage (%)

EXHIBIT E

**EXCHANGE CONTRACTORS 2026-2038 TRANSFERS AGREEMENT PRICE
SCHEDULE**

AGRICULTURE, REFUGE, AND M&I PRICE SCHEDULE		
CVP SOD AG Allocation	2026	2027 through 2038
0% to 25%	\$650	2026 pricing escalated by 3% annually.
26% to 50%	\$425	
51% to 75%	\$285	
76% to 100%	\$110	
The pricing schedule is subject to the provision of Section 2: Term of this agreement.		

*The pricing schedule set forth in this Exhibit “E” is subject to Section 2 of the Transfers Agreement.



Official Memorandum

PO Box 2157
Los Banos, CA 93635
sldmwa.org

To: SLDMWA Board of Directors, Alternates

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

Date: December 11, 2025

RE: Resolution Authorizing Execution of Amendment 7 to the Agreement for the Supply and Conveyance of Water by DWR to the San Luis & Delta-Mendota Water Authority Under the Dry Year Water Purchase Program and Actions Related Thereto

Background

Extension of Yuba Accord Transfer Program – Several efforts are underway or have been completed to facilitate the extension of the Yuba Accord Long-Term Water Transfer Program (“Yuba Accord Transfer Program”) through 2050: **(1)** Yuba Water Agency filed a petition for long-term transfer with the State Water Board seeking approvals necessary to continue operation of the Yuba Accord Transfer Program; the State Water Board will consider the Administrative Hearing Officer’s proposed order regarding the petition at its January meeting¹; **(2)** pursuant to CEQA, Yuba Water Agency issued a Final Supplemental Environmental Impact Report for the extension (State Clearinghouse No. 200506211); **(3)** pursuant to NEPA, the Water Authority is cooperating with Reclamation to prepare the necessary Warren Act contracts and associated environmental review documents for conveyance of the transfer water in Federal Facilities; and **(4)** certain members of the Water Authority entered into the September 4, 2025 Yuba Transfers 2026-2050 Activity Agreement (see Board of Directors Resolution No. 2025-543).

In addition to the above, the following efforts are underway.

Yuba-DWR Agreement – The Yuba Accord Transfer Program is operated, in part, pursuant to the Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources (“Yuba-DWR Agreement”). Pursuant to the Yuba-DWR Agreement, DWR purchases specified components of water for delivery to State Water Project (“SWP”) contractors and members of the Water Authority. The Yuba-DWR Agreement has been amended several times, the most recent of which is Amendment 7, dated September 30, 2020. The Water Authority and the State Water Contractors worked with DWR to negotiate an Amendment 8 which extends the term of the Yuba-DWR Agreement through 2050. Yuba Water Agency approved Amendment 8 on November 18, 2025, and DWR is expected to execute the agreement by the end of December 2025.

Dry Year Purchase Agreement – In order to implement the purchase and sale of water acquired by DWR under the Yuba-DWR Agreement to members of the Water Authority, DWR and the Water Authority entered into the Agreement for the Supply and Conveyance of Water by DWR to the San Luis & Delta-Mendota Water Authority Under the Dry Year Water Purchase Program, dated December 21, 2007 (“Dry Year Purchase Agreement”)

¹ Yuba Water Agency also filed a short term-petition with the State Water Board requesting a one-year extension of the transfer program for 2026 in the event no order on the long-term petition is issued in time.



(see Board of Directors Resolution No. 2007-277). The Dry Year Purchase Agreement has been amended several times, the most recent of which is Amendment 6, dated September 30, 2020 (see Board of Directors Resolution No. 2020-470), pursuant to which the Dry Year Purchase Agreement was to expire on December 31, 2025. The Water Authority worked with DWR to develop an Amendment 7 to the Dry Year Purchase Agreement, attached hereto. Amendment 7 is a restatement of the Dry Year Purchase Agreement, meaning it incorporates the original agreement and all amendments to date. Under Amendment 7, the term of the Dry Year Purchase Agreement is extended through 2050.

Issue for Decision

Whether the Water Authority should adopt the proposed Resolution Authorizing Execution of Amendment 7 to the Dry Year Purchase Agreement and Actions Related Thereto.

Recommendation

Staff recommends the Board adopt the proposed resolution.

Analysis

Amendment 7 to the Dry Year Purchase Agreement governs participation in all benefits and the incurrence of all obligations of the Yuba Dry Year Purchase Agreement for Yuba Accord transfers beginning in 2026 and continuing through December 2050. Water Authority members who may receive the Yuba Accord transfer water purchased by the Water Authority under the Dry Year Purchase Agreement are those that have joined the Water Authority's Yuba Transfers 2026-2050 Activity Agreement, currently: 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.

The physical, operational, and financial details of the Yuba Accord Transfer Program through 2050 are analyzed by the Yuba Water Agency as lead agency pursuant to CEQA in its September 2024 Final Supplemental Environmental Impact Report. The Water Authority and/or Activity Agreement Members may be responsible agencies under CEQA for actions related to water transfers; however, the actions contemplated by Amendment 7 to the Dry Year Purchase Agreement are within the scope of Yuba Water Agency's Supplemental Environmental Impact Report, such that no subsequent or supplemental CEQA review is required. (Pub. Resources Code, § 21166; CEQA Guidelines, §§ 15162, 15163, 15168(c).)

Budget

No direct budget impact because all financial obligations and liabilities associated with the coordination and implementation of transfer activities or individual transfers will be paid for by only the Yuba Transfers 2026-2050 Activity Agreement Members.



Attachments

1. Resolution No. 2025-XX Authorizing Execution of Amendment 7 to the Dry Year Purchase Agreement and Actions Related Thereto
2. Proposed Amendment 7 to the Dry Year Purchase Agreement

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

RESOLUTION NO. 2025-

**RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT 7 TO THE
AGREEMENT FOR THE SUPPLY AND CONVEYANCE OF WATER BY DWR TO
THE SAN LUIS & DELTA-MENDOTA WATER AUTHORITY UNDER THE DRY
YEAR WATER PURCHASE PROGRAM AND ACTIONS RELATED THERETO**

WHEREAS, the existing Yuba Accord Long-Term Water Transfer Program (“Yuba Accord Transfer Program”) is operated, in part, pursuant to the Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources (“Yuba-DWR Agreement”); and

WHEREAS, pursuant to the Yuba-DWR Agreement, DWR purchases specified components of water for delivery to State Water Project contractors and members of the Water Authority; and

WHEREAS, consistent with and to further facilitate funding the Yuba River Accord, DWR and Yuba Water Agency have entered into several amendments to the Yuba-DWR Agreement, the most recent of which is Amendment 7, dated September 30, 2020; and

WHEREAS, the Water Authority and the State Water Contractors worked with DWR to negotiate an Amendment 8 to the Yuba-DWR Agreement which extends the term of the Yuba-DWR Agreement through 2050; Yuba Water Agency approved Amendment 8 on November 18, 2025, and DWR is expected to execute the agreement by the end of December 2025; and

WHEREAS, in order to implement the purchase and sale of water acquired by DWR under the Yuba-DWR Agreement to members of the Water Authority, DWR and the Water Authority entered into that certain Agreement for the Supply and Conveyance of Water by DWR to the San Luis & Delta-Mendota Water Authority Under the Dry Year Water Purchase Program, dated December 21, 2007 (“Dry Year Purchase Agreement”) (see Water Authority Board of Directors (“Board of Directors”) Resolution No. 2007-277); and

WHEREAS, DWR and the Water Authority have entered into several amendments to the Dry Year Purchase Agreement, the most recent of which is Amendment 6, dated September 30, 2020 (see Board of Directors Resolution No. 2020-470); and

WHEREAS, the Dry Year Purchase Agreement through Amendment 6 expires on December 31, 2025; and

WHEREAS, in order to implement the purchase and sale of water acquired by DWR under the Yuba-DWR Agreement to Water Authority Members beginning in 2026, DWR and the Water Authority have developed an Amendment 7 to the Dry Year Purchase Agreement; and

WHEREAS, the Board has considered that certain proposed form of the Amendment 7 to the Dry Year Purchase Agreement between the Water Authority and DWR, a copy of which has been presented to the Board; and

WHEREAS, to facilitate the conveyance of the Yuba Transfer Water in Federal Facilities to the Water Authority members, the Water Authority is cooperating with Reclamation to prepare the necessary Warren Act contracts and associated environmental review documents for said contracts under NEPA; and

WHEREAS, the physical, operational, and financial details of the Yuba Accord Transfer Program through 2050 are analyzed by the Yuba Water Agency as lead agency pursuant to CEQA in its September 2024 SEIR; the Water Authority and/or Activity Agreement Members may be responsible agencies under CEQA for actions related to water transfers; however, the actions contemplated by Amendment 7 to the Dry Year Purchase Agreement are within the scope of Yuba Water Agency's SEIR, such that no subsequent or supplemental CEQA review is required. (Pub. Resources Code, § 21166; CEQA Guidelines, §§ 15162, 15163, 15168(c).)

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 to execute Amendment 7 to the Dry Year Purchase Agreement in substantially the form presented to the Board, subject to such additions, deletions and other revisions as the said Executive Director shall approve prior to execution.

Section 3. The Executive Director, or such Water Authority employee or consultant the Executive Director so designates, is 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 December, 2025, 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. 2025- 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 December, 2025.

Federico Barajas, Secretary

State of California
California Natural Resources Agency
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 7
TO
AGREEMENT FOR THE SUPPLY AND CONVEYANCE OF WATER
BY THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA
UNDER THE DRY YEAR WATER PURCHASE PROGRAM
BETWEEN
THE DEPARTMENT OF WATER RESOURCES
AND
THE SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

SWP #25-803

This AMENDMENT 7 (Amendment) to the “Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program” (Participation Agreement) is entered into as of _____ between the Department of Water Resources of the State of California (DWR), pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, and the San Luis & Delta-Mendota Water Authority, a public agency in the State of California, herein referred to as the “AUTHORITY.” DWR and the AUTHORITY are herein referred to separately as the “Party” and collectively as the “Parties.” Unless otherwise provided in this Amendment, the definitions in the Yuba Water Purchase Agreement, and the exhibits to that agreement shall apply to this Amendment.

RECITALS

- A. The Yuba County Water Agency (Yuba) is engaged in the Yuba River Accord initiative (Yuba River Accord) to resolve issues associated with operation of the Yuba Project in a way that protects lower Yuba River fisheries and local water-supply reliability, while providing revenues for local flood control projects, water to use for protection and restoration of Sacramento-San Joaquin Delta (Delta) fisheries, and improvements in state-wide water supply management.
- B. The Yuba River Accord includes three major elements, all of which must be in place for the Yuba River Accord to become effective: (1) the Fisheries Agreement (dated November 3, 2007) to provide higher flows for fish in the lower Yuba River under certain conditions, (2) Conjunctive Use Agreements between Yuba and its Member Units for implementing a conjunctive use and water use efficiency program; and (3) the “Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources” dated December 4, 2007 (Yuba Water Purchase Agreement), as amended.
- C. Under the Yuba Water Purchase Agreement, Yuba makes surface water available for delivery and purchase by DWR, some of which is made available through substitution of groundwater for surface flows that would otherwise be used by its Member Units.
- D. In 2007 and 2008, 21 State Water Project (SWP) Contractors and the AUTHORITY entered into agreements with DWR for the purchase and delivery of the water made available under the Yuba Water Purchase Agreement (cumulatively referred to as the Participation Agreements). The Participating SWP Contractors and the AUTHORITY are jointly referred to as “Participating Contractors.” In 2014, two additional Participating SWP Contractors entered into Participation Agreements; and in 2020, one Participating SWP Contractor declined to renew the Participation Agreements. As of 2025, there are a total of 23 Participating Contractors.
- E. Since entering into the Participation Agreements, the Participating Contractors have approved Amendments 1 through 6.
- F. The Parties desire to extend the term and other provisions of this water supply and conveyance agreement whereby DWR will purchase water under the Yuba River Accord to make available for purchase by the Participating Contractors, including the AUTHORITY, through this Amendment 7.

Now, therefore, in accordance with the Recitals and in consideration of the terms and conditions herein, the Parties agree to the following:

1. **DEFINITIONS**

When used in this Participation Agreement, the following definitions will apply:

“Amendment” means this Amendment 7 to this Participation Agreement.

“Balanced Conditions” mean the hydrologic condition of the Delta as defined in the November 24, 1986 “Agreement between the United States of America and the State of California for Coordinated Operations of the Central Valley Project and the State Water Project” (COA), as amended.

“Banks Pumping Plant” means a SWP facility in the south Delta owned and operated by DWR.

“Carriage Water” means the water losses due to increased Delta outflow necessary to maintain baseline Delta salinity conditions as determined by DWR and Reclamation, that are associated with Storage Component Water and Net Accrued Groundwater Substitution Component Water that is exported by the Projects.

“Conference Year” means a Water Year for which the North Yuba Index is less than 500,000 acre-feet, calculated according to the procedures and formulas set forth in Exhibits 4 and 5 of the Fisheries Agreement, and using the latest available forecasts for the Water Year.

“Delivered Transfer Water” means Released Transfer Water from Yuba that is accounted as being exported by the Projects, or contributing to exports, as described in Section 5 of Exhibit 1 of the Yuba Water Purchase Agreement.

“Final Classification” means the Water Year classification for the Sacramento Valley Index in the May issue of DWR’s Bulletin 120.

“Fisheries Agreement” means the agreement, which is part of the Yuba River Accord, among Yuba, the California Department of Fish and Game (now known as Department of Fish and Wildlife), and other parties, under which Yuba operates the Yuba Project to provide higher flows in the lower Yuba River under certain conditions to improve fisheries protection.

“Management Committee” means the committee, consisting of one representative each from Yuba, DWR, and Participating Contractors, established under Section 12 (“Technical Committee and Management Committee”) of the Yuba Water Purchase Agreement.

“Member Unit” means a “Member Unit” as defined in Section 2(g) of the 1959 Yuba County Water Agency Act.

“Net Accrued Groundwater Substitution Component Water” is the net amount of water resulting from Yuba’s groundwater substitution pumping program that is made available to the Participating Contractors. The Net Accrued Groundwater Substitution Component Water will be released and delivered by Yuba to DWR in accordance with the Yuba Water Purchase Agreement.

“Participating Contractors” means all SWP Contractors and the AUTHORITY that have executed an agreement with DWR to purchase water originating from the Yuba Water Purchase Agreement.

“Participating SWP Contractors” means all Participating Contractors that are also SWP contractors.

“Participation Agreement” means the December 21, 2007 “Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program” as amended.

“Projects” means the State Water Project (SWP) and the Central Valley Project (CVP).

“Purchased Water” means the supply of Storage Component Water and Net Accrued Groundwater Substitution Component Water that has been delivered by Yuba to DWR and is accounted for as Delivered Transfer Water in the manner set forth in Exhibit 1 (“Scheduling and Accounting Principles”) of the Yuba Water Purchase Agreement. Purchased Water includes Carriage Water, water used as Delta outflow when the Export/Inflow ratio is controlling in the time period of July 1 through January 31 pursuant to the Revised Water Right Decision 1641, evaporation, and other losses assessed by DWR.

“Released Transfer Water” means the average daily flows measured at the Marysville Gage that are greater than the Baseline Flows and is further described in Section 4.2 of Exhibit 1 of the Yuba Water Purchase Agreement.

“Storage Component Water” means the water supplies available to DWR pursuant to Section 6 of the Yuba Water Purchase Agreement.

“Technical Committee” means the committee, consisting of technical representatives from Yuba, DWR, and Participating Contractors, established under Section 12 (“Technical Committee and Management Committee”) of the Yuba Water Purchase Agreement.

“Third Party” means an agency, entity or individual other than DWR, a Participating Contractor, a Member Unit, customer, landowner, or any other entity within the boundaries of a Participating Contractor, as defined in Section 9 (“Right of Yuba to Transfer Certain Quantities of Water to a Third Party”) of the Yuba Water Purchase Agreement.

“Third-Party Transfer” means a water transfer from Yuba to a Third Party as defined in Section 9 (“Right of Yuba to Transfer Certain Quantities of Water to a Third Party”) of the Yuba Water Purchase Agreement.

“Water Accounting Year” means the twelve-month period commencing January 1 through December 31.

“Water Year” means the twelve-month period from October 1 of one year through September 30 of the following year. For this Participation Agreement, each Water Year will be classified: (1) as “Wet,” “Above Normal,” “Below Normal,” “Dry” or “Critical,” based on the Sacramento Valley Water Year Hydrologic Classification in Figure 1 on page 188 of the State Water Resources Control Board's March 15, 2000, Revised Water-Right Decision 1641; or (2) as a “Conference Year.”

“Yuba Project” means the Yuba River Development Project, including New Bullards Bar Dam and Reservoir on the North Yuba River.

“Yuba River Accord” means Yuba’s initiative as described in Recitals A and B of this Participation Agreement.

“Yuba Water Purchase Agreement” means the Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources, which is attached hereto as Attachment A, and as amended.

2. EFFECT OF THIS AMENDMENT

After December 31, 2025, this Amendment supersedes the Participation Agreement in its entirety.

3. TERM OF PARTICIPATION AGREEMENT

- A. This Participation Agreement will become effective upon execution by the Parties and will terminate on December 31, 2050.
- B. The Parties may terminate this Participation Agreement on December 31, 2030, if the Parties fail to amend this Participation Agreement pursuant to Section 4.B.3 as necessary to address amendments made to the Yuba Water Purchase Agreement regarding the quantity and pricing of water pursuant to Section 10 thereof.
- C. This Participation Agreement will remain in effect beyond the termination dates set forth above to the extent required to enable the Parties to satisfy all obligations then existing or outstanding.

4. PURCHASED WATER

A. METHODS FOR ESTABLISHING ALLOCATIONS AND SHARING OF WATER

- 1. DWR will make available to the AUTHORITY 50% of the following types of water: Storage Component Water and Net Accrued Groundwater Substitution Component Water.
- 2. DWR will make available to the AUTHORITY, and the AUTHORITY may accept and purchase, Storage Component Water and Net Accrued Groundwater Substitution Component Water that is made available to the Participating SWP Contractors, if the Participating SWP Contractors elect to not take said water.
- 3. For Storage Component Water, if the AUTHORITY does not take some or all of the water made available to it after the May 22 initial allocation, DWR will make that water available to the Participating SWP Contractors. If that water is not purchased by the Participating SWP Contractors, then the AUTHORITY will be required to purchase the remaining amount.

B. TYPES AND PRICES OF PURCHASED WATER

1. STORAGE COMPONENT WATER

- a) For Storage Component Water that is accounted for as Purchased Water and made available to the AUTHORITY from January 1, 2026 through December 31, 2030, the AUTHORITY will pay:
 - i) Wet Year. \$75 per acre-foot in a Final Classification Wet Water Year.
 - ii) Above Normal Year. \$150 per acre-foot in a Final Classification Above Normal Water Year.
 - iii) Below Normal Year. \$225 per acre-foot in a Final Classification Below Normal Water Year.
 - iv) Dry Year. \$300 per acre-foot in a Final Classification Dry Water Year (except as provided in subsection vi, below).
 - v) Critical Year. \$450 per acre-foot in a Final Classification Critical Water Year (except as provided in subsection vi, below).
 - vi) Consecutive Dry or Critical Years. \$525 per acre-foot in two or more consecutive years with either a Final Classification of Dry or Critical Water Years.
- b) Specified quantities of Storage Component Water in Dry and Critical Years (previously known as Component 2 Water) are subject to a price reduction. In 2004 during development of the Yuba River Accord, the Participating Contractors identified quantities of water they believed that the SWP and CVP would have received in Dry and Critical Years from the Yuba Project if alternative regulatory conditions of D-1644 had gone into effect (i.e., the long-term flow requirements). To address this concern, DWR and Yuba agreed to discount pricing for a portion of the Storage Component Water delivered in these year types. As a result, the price for such discounted Storage Component Water in Dry and Critical Water Years is 80% of the price of Storage Component Water agreed to by the Parties for the following quantities.
 - i) In any Water Year that has a Final Classification as Dry, the first 15,000 acre-feet of Storage Component Water; and

- ii) In any Water Year that has a Final Classification as Critical, the first 30,000 acre-feet of Storage Component Water.

2. NET ACCRUED GROUNDWATER SUBSTITUTION COMPONENT WATER

The following provisions shall apply to Net Accrued Groundwater Substitution Component Water made available by Yuba, through DWR, to the AUTHORITY beginning on January 1, 2016, and continuing through the term of this Participation Agreement.

- a) Except as otherwise provided herein, Net Accrued Groundwater Substitution Component Water will be accounted for in accordance with the provisions of the Yuba Water Purchase Agreement.
- b) In every year within the term of this Participation Agreement when one or more Participating Contractors desire to purchase Net Accrued Groundwater Substitution Component Water from Yuba through DWR, the Management Committee representatives of DWR, Yuba, and the Participating Contractors will convene by February 15 and conclude by March 31 to negotiate the price per acre-foot of Net Accrued Groundwater Substitution Component Water, any provisions for the Delta export priority for such water, and any other terms applicable to the transfer of Net Accrued Groundwater Substitution Component Water. If necessary, the dates herein may be adjusted if approved in writing by Yuba and DWR with written notice to the AUTHORITY.
- c) In every Water Accounting Year when: (1) one or more Participating Contractors desire to purchase Net Accrued Groundwater Substitution Component Water; (2) the annual negotiations referenced in Section 4.B.2.b have reached a successful conclusion calling for the purchase of such water that year; (3) the Management Committee representatives have agreed as to the terms of, and each of these representatives has recommended in writing said terms and the approval of, a letter agreement between Yuba and DWR establishing the price per acre-foot and any modified terms that will be applicable to the Net Accrued Groundwater Substitution Component Water for that Water Accounting Year; and (4) DWR and Yuba have executed said letter agreement, DWR will offer in writing to the AUTHORITY the opportunity to purchase Net Accrued Groundwater Substitution Component Water at the price and terms as provided in the letter agreement between DWR and Yuba.

3. POSSIBLE FUTURE ADJUSTMENTS TO QUANTITIES

If the provisions of Section 10 or 20 of the Yuba Water Purchase Agreement require changes to the quantity of water available therein, the Parties agree that amendment of this Participation Agreement for such purposes will be a condition precedent of any amendment of the Yuba Water Purchase Agreement pursuant to Section 10 or 20 thereof. The Parties agree to meet and negotiate in good faith potential changes to this Participation Agreement.

4. PRICE FOR FALL DELIVERED WATER

Storage Component Water and Net Accrued Groundwater Substitution Component Water that is accounted as Delivered Transfer Water in the months of October and November will be priced using the determination of Water Year that was in effect before September 30 of that year.

C. THIRD-PARTY TRANSFERS PURSUANT TO SECTION 9 OF THE YUBA WATER PURCHASE AGREEMENT

The Yuba Water Purchase Agreement provides for the sale of water to Third Parties under the terms outlined in Section 9 (“Right of Yuba to Transfer Certain Quantities of Water to a Third Party”) of the Yuba Water Purchase Agreement. So long as a Third-Party Transfer is carried out consistent with the accounting provisions of Exhibit 1 for Released Transfer Water during Balanced Conditions in the Yuba Water Purchase Agreement, the AUTHORITY will not object based on the use of the transfer water accounting provisions of Exhibit 1 to such a transfer as not protective of DWR and the AUTHORITY as legal users of water during the time the AUTHORITY remains a Participating Contractor. The AUTHORITY also agrees that, as a Participating Contractor, it will not purchase water directly from Yuba other than through the Yuba Water Purchase Agreement.

5. REQUESTS, SCHEDULING, AND CONVEYANCE

Scheduling and conveyance of Purchased Water will be dependent on factors like releases by Yuba (including the flow schedule for the lower Yuba River as provided for in the Fisheries Agreement, the North Yuba Index, or the Yuba River Index), capacity of CVP and SWP facilities, and Bay-Delta conditions. To meet the goals of Section 7, the AUTHORITY may modify the requests in writing and DWR may update the allocation of Purchased Water without amending this Participation Agreement.

A. REQUESTS FOR STORAGE COMPONENT WATER

1. On or about April 11 of each Water Accounting Year, DWR will inform the AUTHORITY of the potential quantity of Storage Component Water that is available to the AUTHORITY.
2. On or before April 18, the AUTHORITY will submit an initial request to DWR for Storage Component Water.
3. On or about May 22, DWR will notify the AUTHORITY of the quantity of Storage Component Water to be allocated to the AUTHORITY pursuant to Section 5.A. DWR will continue to update the allocation to reflect the latest conditions.
4. In the event that Yuba wishes to conduct the First Type of Third-Party Transfer (as described in the Yuba Water Purchase Agreement) in the months of July through November during Balanced Conditions, and Yuba notifies DWR to not back a specified quantity of Released Transfer Water into Project storage, DWR will notify the AUTHORITY within 5 business days after Yuba issued the notice and provide an opportunity for the AUTHORITY to guarantee purchase of that portion of such water allocated to the AUTHORITY in accordance with Section 4.A at the current year pricing regardless of whether it becomes Delivered Transfer Water. Such water, when stored in Project storage, will be released in a subsequent year to the AUTHORITY provided it was stored in Project storage and not spilled by flood control releases before its scheduled release. The AUTHORITY will pay for this allocated amount at the current year pricing regardless of whether it becomes Delivered Transfer Water in the current year.

B. REQUESTS FOR NET ACCRUED GROUNDWATER SUBSTITUTION COMPONENT WATER

1. On or about April 1 of each Water Accounting Year, DWR will notify the AUTHORITY of the quantity of Net Accrued Groundwater Substitution Component Water that Yuba will make available and the terms of such water, including the price per acre-foot, and any other applicable terms.
2. On or before April 11, the AUTHORITY will submit an initial request to DWR for the amount of Net Accrued Groundwater Substitution Component Water.

3. On or before May 14, the AUTHORITY may adjust the requested quantity of Net Accrued Groundwater Substitution Component Water.
4. On or before May 14, the AUTHORITY will commit to the final quantity of Net Accrued Groundwater Substitution Component Water to be purchased during the Water Accounting Year, but such amount will not be less than the actual amount of Net Accrued Groundwater Substitution Component Water made available between April 1 and May 15 in accordance with the accounting provisions for Net Accrued Groundwater Substitution Component Water set forth in Exhibit 1 of the Yuba Water Purchase Agreement.
5. On or about May 22, DWR will notify the AUTHORITY of the final quantity of Net Accrued Groundwater Substitution Component Water to be allocated to the AUTHORITY.
6. DWR will provide Yuba not less than 72-hours' notification for suspension or termination of groundwater pumping due to limitations on the ability to divert the Net Accrued Groundwater Substitution Component Water. In the event of such suspension or termination, the AUTHORITY will pay for its allocated quantity of Net Accrued Groundwater Substitution Component Water, including the amount incurred through the 72-hour notification period irrespective of whether DWR was able to divert the Net Accrued Groundwater Substitution Component Water.
7. The Parties acknowledge that Section 5.1.8 of the Yuba Accord Fisheries Agreement allows the River Management Team to schedule the release of a portion of Net Accrued Groundwater Substitution Component Water at a time when it might not be transferable. The AUTHORITY will not be required to pay for any portion of Net Accrued Groundwater Substitution Component Water that is released under Section 5.1.8 to the extent that it is not transferable under the accounting provisions set forth in Exhibit 1 of the Yuba Water Purchase Agreement.
8. The final allocated Net Accrued Groundwater Substitution Component Water can be reduced if Yuba Member Units pump less than the quantity in letter agreement between Yuba and DWR. The AUTHORITY will not be required to pay for this reduction.

9. If necessary, the dates herein may be adjusted if approved in writing by Yuba and DWR with written notice to the AUTHORITY.

C. SCHEDULING

1. The AUTHORITY shall submit monthly water delivery schedules and revised monthly schedules, if any, for approval to the Division of Operation and Maintenance, Office of the Division Manager, Water Deliveries Reporting Unit, indicating timing and point of delivery requested under this Agreement with reference to SWP #25-803. Monthly and revised schedules shall be sent by electronic mail to SWP-SWDS@water.ca.gov.
2. The AUTHORITY shall submit weekly water delivery schedules that indicate timing and point of delivery requested with reference to SWP #25-803, by electronic mail by 10:00 am, Wednesday, for Monday through Sunday of next week to the following:
 - a) Water Delivery Scheduling
Water_deliv_sched@water.ca.gov
 - b) Power Management and Optimization Section
POCOptimization@water.ca.gov
 - c) Day-Ahead Scheduling Unit
Presched@water.ca.gov
 - d) Water Operations Scheduling Section
WOSS@water.ca.gov

D. CONVEYANCE

1. If requested by the AUTHORITY, DWR will convey for the AUTHORITY water under this Agreement through the Banks Pumping Plant, provided that DWR evaluates and determines that the conveyance of Purchased Water through Banks Pumping Plant to the AUTHORITY can be done without adversely affecting the SWP operations.
2. Purchased Water is subject to deduction of Carriage Water and other losses assessed by DWR. DWR will export the remaining Purchased Water through Banks Pumping Plant to turnouts along Reaches 3 through 7 of the

California Aqueduct as determined by the AUTHORITY. Delivery within other reaches of the California Aqueduct will be subject to a separate agreement or an amendment of this Participation Agreement.

3. The AUTHORITY will have two options for power required to convey water under this Participation Agreement through Banks Pumping Plant. Option 1 is for the AUTHORITY to provide power at the Banks Pumping Plant during on-peak hours or otherwise directed by DWR. Option 2 is for the AUTHORITY to rely on power from SWP and be responsible for the associated costs.
4. From Banks Pumping Plant to turnouts, there will be conveyance loss through the California Aqueduct: (a) 2% percent if the turnout is within Reach 3 or; (b) 3% if the turnout is within Reach 4 or beyond.
5. The AUTHORITY shall be responsible for and shall bear all risks for all conveyance losses and other water losses, if applicable, and DWR shall deduct any losses, as determined by DWR, from the amount of Purchased Water.

6. INVOICING AND PAYMENTS

DWR will invoice the AUTHORITY and the AUTHORITY will submit payment to DWR based on each invoice as provided below.

A. INVOICING FOR PURCHASED WATER

1. Initial Storage Component Water Invoice: On or about May 22 (or within 10 business days of the date that DWR receives an invoice from Yuba), DWR will invoice the AUTHORITY for 50% of the estimated amount of Storage Component Water allocated to the AUTHORITY.
2. Initial Net Accrued Groundwater Substitution Component Water Invoice: On or about May 22 (or within 10 business days of the date that DWR receives an invoice from Yuba) DWR will invoice the AUTHORITY for 50% of the amount of Net Accrued Groundwater Substitution Component Water allocated to the AUTHORITY.
3. Second Net Accrued Groundwater Substitution Component Water Invoice: On or about August 30 (or within 10 business days of the date that DWR receives an invoice from Yuba) DWR will invoice the AUTHORITY for 40%

of the allocated Net Accrued Groundwater Substitution Component Water allocated to the AUTHORITY.

4. Final Invoice for Purchased Water: On January 17 of the next calendar year (or within 10 business days of the date that DWR receives an invoice from Yuba), DWR will invoice the AUTHORITY for the remaining unpaid cost for Purchased Water.

B. INVOICE FOR CONVEYANCE AND ADMINISTRATIVE COSTS

1. DWR will invoice the AUTHORITY for the conveyance charges and fees described below. Each invoice will include itemization of monthly charges, as appropriate.
2. DWR will invoice the AUTHORITY a one-time fee of \$2,100,000 to recover the costs incurred in the development of this Amendment 7.

OR

DWR will invoice the AUTHORITY an annual fee of \$121,000 until December 31, 2050 through a total of 25 allotments to recover the costs incurred in the development of this Amendment 7.

3. DWR will invoice the AUTHORITY an annual fee of \$15,000 for regular activities that include, but are not limited to, monthly coordination meetings, data tracking and reporting, invoicing, and other efforts regardless of the hydrologic and operational conditions.
4. The AUTHORITY will pay DWR the following charges for conveyance:
 - a) If the AUTHORITY used SWP power for pumping Purchased Water at Banks Pumping Plant, the AUTHORITY shall be responsible for all power costs incurred by DWR as described below:
 - i) The AUTHORITY shall pay all incremental costs incurred by DWR associated with scheduling power to pump Purchased Water at SWP facilities. Such costs include, but are not limited to, load based California Independent System Operator (CAISO) costs, CAISO marginal cost of congestion, CAISO energy loss charges, Transmission Access Charges and/or Wheeling Access Charges, Grid Management Charges, Ancillary Service costs, Scheduling fees,

costs related to Greenhouse Gas compliance, and Resource Adequacy charges.

- ii) Resource Adequacy charges will be based on the total amount of CVP Water conveyed in that month, due to advance scheduling practices through CAISO.
 - iii) The AUTHORITY shall pay the CAISO incurred costs associated with the pumping at SWP facilities under this Agreement, pursuant to the terms established by Contract 12-SNR-01605 entitled "California Independent System Operator Scheduling Services for Joint-Use Facilities of the San Luis Unit and Certain CDWR Pumping Facilities" between DWR and the Western Area Power Administration, as may be amended.
- b) The AUTHORITY shall pay for a use-of-facilities charge for conveyance to turnouts along the California Aqueduct. The calculation of this charge is based on the total monthly exported amount of Purchased Water at Banks Pumping Plant pursuant to this Participation Agreement. DWR will notify the AUTHORITY, in writing, prior to December 31 of each calendar year of the use-of-facility charge per acre-foot for the following calendar year. That charge will be determined by DWR in a manner consistent with the use of facilities charge applied to other non-SWP contractors based on information from the annual Appendix B of DWR Bulletin 132.
- c) The AUTHORITY will pay DWR for any demonstrable costs that the SWP contractors or DWR would otherwise bear as a result of DWR's activities under this Participation Agreement; provided the costs are not addressed in this Participation Agreement; provided further that DWR substantiates in writing to the AUTHORITY that such costs resulted solely from DWR's activities under this Participation Agreement.
5. DWR is not responsible for the use, effects, or disposal of the water beyond the points of delivery authorized by this Participation Agreement.

C. PAYMENTS FOR COSTS ATTRIBUTABLE TO YUBA WATER PURCHASE AGREEMENT

The Parties agree that costs DWR is obligated to pay Yuba pursuant to the Yuba Water Purchase Agreement, and that have not been identified by this Participation Agreement, will be an obligation of the Participating Contractors. If necessary, the Parties will

amend this Participation Agreement to provide for invoicing and payment of such costs if not provided for herein.

D. PAYMENT TERMS AND CONDITIONS

1. The AUTHORITY will pay DWR within 31 days after receiving an invoice.
2. DWR will assess on the AUTHORITY a 1% interest rate per month from the due date until paid in full.
3. If the AUTHORITY disputes an invoice, the AUTHORITY will still pay the full invoiced amount. The AUTHORITY will submit a notice to DWR identifying the dispute within 31 days of receipt of the invoice. Within 21 days after DWR receives the notice, the Parties will meet and, if appropriate, obtain assistance from the Technical Committee and Management Committee to resolve the dispute. If the Parties find that the AUTHORITY overpaid, DWR will apply a credit on the next invoice. If there is no resolution, the Parties will follow the dispute resolution process in Section 11.
4. Invoices will itemize any prior payments and credits, and the total due, less any additional credits.

7. EFFORTS TO MAXIMIZE THE BENEFICIAL USE OF WATER

DWR will use all reasonable efforts to maximize the amount of Purchased Water available to the Participating Contractors. Those efforts will include, but are not limited to fully exercising its rights and obligations under the Yuba Water Purchase Agreement, coordinating with Reclamation on the operations of the SWP and CVP, and storing water in SWP facilities when Delta pumping is constrained, as provided in the Yuba Water Purchase Agreement.

8. MEMBERSHIP ON COMMITTEES

DWR agrees that a representative of the Participating Contractors will be a member of the Management Committee and Technical Committee.

9. CONFERENCE YEAR PRINCIPLES

During any Conference Year, DWR will meet with Yuba and the other parties to the Fisheries Agreement and the Conjunctive Use Agreements to: (1) determine how to

address the circumstances, and (2) discuss the operation of the Yuba Project during that Water Accounting Year.

10. LIABILITY

- A. DWR will not assert that the AUTHORITY, its directors, officers, agents or employees, are liable for damages of any nature whatsoever arising out of any actions or omissions by DWR, its Director, officers, agents or employees, related to DWR's performance of this Participation Agreement, where such liability is caused by an act, error or omission of DWR, its Director, officers, agents or employees.
- B. The AUTHORITY will not assert that DWR, its Director, officers, agents or employees, are liable for damages of any nature whatsoever arising out of any actions or omissions by the AUTHORITY, its directors, officers, agents or employees, related to the AUTHORITY's performance of this Participation Agreement, where such liability is caused by an act, error or omission of the AUTHORITY, its director, officers, agents or employees.
- C. To the extent permitted by California law, the AUTHORITY will indemnify, defend and hold DWR, its Director, officers, agents and its employees safe and harmless from any and all, claims, judgments, damages, penalties, costs, liabilities and losses (including without limitation, sums paid in settlement of claims, actual attorney's fees paralegal fees, consultant fees, engineering fees, expert fees, and any other professional fees) that arise from or are related in any way to the AUTHORITY's activities or performance under this Participation Agreement that are under the exclusive control of the AUTHORITY, including but not limited to the release, conveyance, use or distribution of water by the AUTHORITY for purposes of this Participation Agreement.
- D. To the extent permitted by California law, DWR will indemnify, defend and hold the AUTHORITY, its directors, officers, agents and its employees safe and harmless from any and all, claims, judgments, damages, penalties, costs, liabilities and losses (including without limitation, sums paid in settlement of claims, actual attorney's fees, paralegal fees, consultant fees, engineering fees, expert fees, and any other professional fees) that arise from or are related in any way to DWR's activities or performance under this Participation Agreement that are under the exclusive control of DWR, including but not limited to the release, conveyance, use or distribution of water by DWR for purposes of this Participation Agreement.

11. DISPUTE RESOLUTION

- A. Should any material disputes arise concerning any provision of this Participation Agreement, or the rights and obligations of the Parties hereunder, including those involving possible termination or those that might cause the initiation of any administrative or judicial proceeding to enforce or interpret this Participation Agreement, the Party that believes a dispute exists will notify the other Party, and the Parties will promptly meet and confer to attempt to resolve the perceived dispute.
- B. If the process described in the preceding subsection fails to resolve the dispute within 30 days, the Parties will submit the dispute to a mediator who has experience in water-related disputes. The costs of any such mediation will be borne equally by the Parties. Initiation of this mediation process will be through written notice by one Party to the other Party. The Parties reserve all of their other remedies that may be provided by law or equity in the event that such mediation fails to resolve a dispute. The Parties, in consultation with the mediator, will use their best efforts to resolve the dispute within 30 days. Under no circumstances, however, will mediation under this Section result in a requirement that diminishes, limits or contravenes the discretion, authority or any delegated authority of the Director of DWR or the AUTHORITY under State law.
- C. If mediation fails to resolve the dispute, and prior to commencing any legal action to resolve the dispute, the Party proposing to commence legal action will provide the other Party 30 days' written notice of such action, provided that such notice will not be required where a delay in commencing an action would prejudice the interests of the Party that intends to file suit. During the 30-day notice period, the Parties will continue to attempt to resolve the dispute.

12. NOT A PRECEDENT

The terms and conditions set forth in this Participation Agreement are not intended to set a precedent for any future contractual arrangements for conveying non-SWP water by DWR to the AUTHORITY.

13. PAYMENTS, NOTICES, OR OTHER COMMUNICATIONS

The time for providing any payments, notices, or other communications specified in this Participation Agreement may be extended within the term of this Participation

Agreement with the consent of the Parties, confirmed in writing, without requiring an amendment to this Participation Agreement. All payments, notices, or other communications required under this Participation Agreement will be in writing, and will be deemed to have been duly given upon the date of service, if: (a) served personally on the Party to whom notice is to be given; (b) sent by electronic mail, and the Party to whom notice is to be given confirms receipt; or (c) on the third day after mailing, if mailed to the Party to whom payment, notice or other communication is directed, by first-class mail, postage prepaid, and properly addressed to the designated representatives of the Party set forth below.

DWR:

Assistant Division Manager of Water Management
Department of Water Resources
P.O. Box 942836
Sacramento, CA 94236-0001
cc: swpwatertransfers@water.ca.gov

AUTHORITY:

Executive Director
San Luis & Delta-Mendota Water Authority
Post Office Box 2157
Los Banos, California 93635

A Party may notify the other Party in writing of a change in its designated representatives, without requiring an amendment to this Participation Agreement. When requested, unless otherwise specified in this Participation Agreement, DWR will provide to the AUTHORITY copies of any and all communications it sends or receives pursuant to the terms of the Yuba Water Purchase Agreement. These communications will be shared as soon as possible, but not later than 14 days after DWR receives, or sends, such communications to Yuba, the AUTHORITY, and/or other Participating SWP Contractors.

14. SIGNATORIES' AUTHORITY

The signatories to this Participation Agreement represent that they have authority to execute this Participation Agreement and to bind the Party on whose behalf they execute this Participation Agreement.

The Parties agree that this Participation Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. All Parties will receive an executed copy of this Agreement via DocuSign after all Parties have signed.

15. COUNTERPARTS OF THIS PARTICIPATION AGREEMENT

This Participation Agreement may be signed in any number of counterparts by the Parties, each of which will be deemed to be an original, and all of which together will be deemed to one and the same instrument. This Participation Agreement, if executed in counterparts, will be valid and binding on a Party as if fully executed all in one copy.

16. BINDING ON SUCCESSORS/ASSIGNMENT

This Participation Agreement will bind and inure to the benefit of the respective successors and assigns of the Party, except that, none of the obligations of the Parties set forth in this Participation Agreement will be assigned without the prior, written approval of the other Party, which approval will not unreasonably be withheld.

17. NO THIRD-PARTY BENEFICIARIES

This Participation Agreement will not be construed to create any third-party beneficiaries, except as set forth in this section. This Participation Agreement is for the sole benefit of the Parties, their respective successors and assigns, and no other person or entity will be entitled to rely on or receive any benefit from this Participation Agreement or any of its terms.

18. AMENDMENTS

- A. This Participation Agreement may be amended or modified only by written agreement approved and executed by the Parties.
- B. Prior to any amendment of this Participation Agreement, the Parties will meet and confer with the AUTHORITY and the Participating SWP Contractors. The Parties will not agree to any amendment to this Participation Agreement that would adversely affect the rights and obligations of the AUTHORITY under its “Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the San Luis & Delta-Mendota Water Authority under the Dry Year Water Purchase Program” and the Participating SWP Contractors under each of their respective agreements with DWR to purchase water originating from the Yuba Water Purchase Agreement.

- C. Prior to any amendment of the “Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the San Luis & Delta-Mendota Water Authority under the Dry Year Water Purchase Program”, DWR will meet and confer with the AUTHORITY. DWR will not agree to any amendments to any agreement between DWR and the Participating SWP Contractor to purchase water originating from the Yuba Water Purchase Agreement or the “Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the San Luis & Delta-Mendota Water Authority under the Dry Year Water Purchase Program” that would adversely affect the rights and obligations of the AUTHORITY under this Participation Agreement.
- D. DWR will meet and confer with the AUTHORITY and the Participating SWP Contractors before agreeing to any proposed changes, amendments, or supplements to the Yuba Water Purchase Agreement. DWR will not agree to any changes, amendments, or supplements to the Yuba Water Purchase Agreement or its Exhibits that would be inconsistent with or adversely affect the Parties’ rights and obligations under this Participation Agreement, any other agreement between DWR and the Participating SWP Contractor to purchase water originating from the Yuba Water Purchase Agreement or under the “Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the San Luis & Delta-Mendota Water Authority under the Dry Year Water Purchase Program.”

19. OPINIONS AND DETERMINATIONS

Where the terms of this Participation Agreement provide for action to be based upon the opinion, determination, approval or review of either Party, such terms are not intended to be, and will not be construed as permitting such actions to be arbitrary, capricious or unreasonable. Any opinion, determination, approval or review required of a Party under this Participation Agreement will be provided in a timely manner.

20. REASONABLE COOPERATION

The Parties will reasonably cooperate with each other, including the execution of all necessary documents and providing assistance in obtaining approvals and permits from regulatory agencies required to perform the obligations under this Participation Agreement and to carry out the purpose and intent of this Participation Agreement.

21. CONSTRUCTION AND INTERPRETATION

This Participation Agreement is entered into freely and voluntarily. This Participation Agreement has been arrived at through negotiation, and each Party has had a full and fair opportunity to revise the terms of this Participation Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Participation Agreement.

22. COMPLETE CONTRACT

This Participation Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this Participation Agreement among the Parties concerning the subject matter, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Participation Agreement, except as to those other agreements that are expressly referred to in this Participation Agreement.

23. DETERMINATION OF UNENFORCEABLE PROVISIONS

If any term or provision of this Participation Agreement is deemed invalid or unenforceable by any court of final jurisdiction, the Parties will meet and attempt to address this situation pursuant to the provisions of Section 11 of this Participation Agreement.

24. WAIVER

The waiver at any time by a Party of its rights with respect to a default or other matter arising in connection with this Participation Agreement will not be deemed a waiver with respect to any other default or matter.

25. TIME

Time is of the essence in this Participation Agreement. Any date specified in this Participation Agreement may be changed with the written consent of the Parties.

26. APPLICABLE LAW

This Participation Agreement will be construed under and will be deemed to be governed by the laws of the State of California.

27. VENUE

Any appropriate County under California law will be venue for any state court litigation concerning the enforcement or interpretation of this Participation Agreement.

28. REMEDIES NOT EXCLUSIVE

The remedies provided in this Participation Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by the Party of any remedy under this Participation Agreement will be without prejudice to the enforcement of any other remedy.

29. OFFICIALS NOT TO BENEFIT

No member or delegate to Congress, Resident Commissioner, or Federal or State official will be admitted to any share or part of this Participation Agreement or to any benefit that may arise therefrom.

30. STANDARD CLAUSES

With respect to the mutual obligations of the Parties under this Participation Agreement, the Parties will comply with the Standard Clauses as shown on Attachment B ("State of California Standard Clauses") to this Participation Agreement for the State of California, Contracts with Public Entities.

31. ATTACHMENTS INCORPORATED

Each attachment to which reference is made is deemed incorporated in this Participation Agreement, whether or not actually attached.

IN WITNESS WHEREOF, the Parties hereto, by their authorized representatives, have executed this Participation Agreement on the last date set forth below.

Approved as to legal form
and sufficiency:

STATE OF CALIFORNIA DEPARTMENT
OF WATER RESOURCES

Ann Carroll
General Counsel

Karla Nemeth
Director

Date

Date

Approved as to legal form
and sufficiency:

THE SAN LUIS & DELTA-MENDOTA
WATER AUTHORITY

Name
Counsel

Federico Barajas
Executive Director

Date

Date

ATTACHMENTS:

Attachment A: Amendment 8 to the Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources.

Attachment B: DWR Standard Clauses

DRAFT

ATTACHMENT A

AMENDMENT 8 TO THE AGREEMENT FOR THE LONG-TERM PURCHASE OF
WATER FROM YUBA COUNTY WATER AGENCY BY THE DEPARTMENT OF
WATER RESOURCES.

DRAFT

ATTACHMENT B

**DEPARTMENT OF WATER RESOURCES STANDARD CLAUSES
FOR
AGREEMENT FOR THE SUPPLY AND CONVEYANCE OF WATER
BY THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF CALIFORNIA
TO THE AUTHORITY
UNDER
THE DRY YEAR WATER PURCHASE PROGRAM**

Worker's Compensation Clause. Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).

Nondiscrimination Clause. During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Compliance with Laws, Regulations, Permit Requirements. Contractor shall at all times comply with, and require its contractors and subcontractors to comply with, all applicable federal and State laws, rules and regulations, permits and all applicable local ordinances, specifically including but not limited to environmental, procurement and safety laws, rules, regulations, permits and ordinances.

Availability of Funds. Work to be performed under this contract is subject to the availability of funds through the State's normal budget process.

Audit Clause. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

Compensation. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

Drug-Free Workplace Certification. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

Americans with Disabilities Act. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

Conflict of Interest. Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

Child Support Compliance Act. For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Air or Water Pollution Violation. Under the State laws, the Contractor shall not be: 1) in violation of any order or resolution not subject to review promulgated by the State Air

Resources Board or an air pollution control district; 2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) finally determined to be in violation of federal law relating to air or water pollution.

Recycling Certification. The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).



Official Memorandum

PO Box 2157
Los Banos, CA 93635
sldmwa.org

To: SLDMWA Board of Directors, Alternates

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

Date: December 11, 2025

RE: Resolution Authorizing Consent to Assignment of Operation and Maintenance Services Associated with the Grassland Bypass Project from Panoche Drainage District to Grassland Basin Authority

Background

The United States Department of the Interior, Bureau of Reclamation and the San Luis & Delta- Mendota Water Authority ("Water Authority") have entered into a series of use agreements (in 1995, 2001, 2010, 2019, and 2020) pursuant to which the Water Authority is authorized to use the portion of the San Luis Drain needed to carry out the Grassland Bypass Project and is required to perform certain operation and maintenance ("O&M") of that portion of the Drain ("Use Agreement(s)"). In 1998 and in 2020, the Water Authority entered into a transfer agreement with the United States¹ ("Transfer Agreement") by which the Water Authority became responsible for O&M of the portion of the San Luis Drain described in items 1 through 5 of Section 5.7.1 of Exhibit D to the Transfer Agreement.

The Water Authority obtained easements and/or grants of right-of-way and constructed an earthen channel and check structures that control and convey drainage to an inlet structure of the San Luis Drain (the "Grassland Bypass Canal"). The Grassland Bypass Canal is not subject to any of the above referenced Use Agreements or Transfer Agreement.

On December 12, 1996, the Water Authority and Panoche Drainage District ("Panoche") entered into two separate agreements pursuant to which Panoche agreed to provide certain O&M services for facilities associated with the Grassland Bypass Canal and the San Luis Drain as follows:

1. Under the "Agreement between the San Luis & Delta Mendota Water Authority and the Panoche Drainage District for the Provision of Operation and Maintenance Activities on the Grassland Bypass Canal for Purposes of the Grassland Bypass Channel Project," ("Grassland Bypass Canal Agreement"),² Panoche agreed to provide all O&M, except for biological monitoring services, required to operate and maintain Mud Slough and the Grassland Bypass Canal.

¹ January 14, 2020 Agreement to Transfer the Operation, Maintenance and Replacement and Certain Financial and Administrative Activities Related to the San Luis and Delta-Mendota Canals, Tracy Pumping and O'Neill Pumping/Generating Plant, San Luis Drain and Associated Works between the United States of America and the Authority, Contract No. 8-07-20-X0354

² Attached to the "Agreement to Assign Operation and Maintenance Services Associated with the Grassland Bypass Project Between Panoche Drainage District and Grassland Bypass Authority" ("Agreement to Assign") as Exhibit A.



2. Under the “Agreement between the San Luis & Delta-Mendota Water Authority and the Panoche Drainage District for the Provision of Supplemental O&M Activities on the San Luis Drain for Purposes of the Grassland Bypass Channel Project,” (“San Luis Drain Agreement”),³ Panoche agreed to provide all O&M services, except for biological monitoring services, necessary to be performed on the San Luis Drain in order to carry out the Grassland Bypass Project. (SLDMWA Resolution No. 1996-138.) In 2002, Panoche and the Water Authority negotiated an Addendum to the San Luis Drain Agreement (“San Luis Drain Addendum”).⁴ (SLDMWA Resolution No. 2002-200.)

Earlier this year, the Grassland Basin Authority (“GBA”) and Panoche contacted the Water Authority requesting that the Water Authority consent to the assignment of Panoche’s O&M obligations under the San Luis Drain Agreement and Addendum and Grassland Bypass Canal Agreement to GBA.

The GBA is a joint powers authority formed to manage drainage and other related activities in the Grassland Basin Drainage Area, including the O&M of the San Joaquin River Water Quality Improvement Project (“SJRIIP”). The GBA is a separate entity from the Water Authority, however, the GBA was created, in part, with the intent to eventually take over the activities of the Water Authority’s Grassland Basin Drainage Steering Committee (“GBDSC”), and all members of the GBDSC are also members of the GBA.

Water Authority staff, in coordination with Panoche and GBA, evaluated the request, and assisted with the development of the proposed Agreement to Assign.

The Agreement to Assign is between Panoche and GBA and subject to the consent of the Water Authority. The GBA considered and authorized execution of the Agreement to Assign at its October 30, 2025 Board of Directors meeting. The Water Authority’s GBDSC considered the Agreement to Assign at its November 21, 2025 meeting and voted to recommend that the Water Authority consent to the Agreement to Assign. Panoche will consider the Agreement to Assign at its December 16, 2025 Board of Directors meeting.

Issue for Decision

Whether the Water Authority should adopt the proposed resolution authorizing consent to the Agreement to Assign Operation and Maintenance Services Associated with the Grassland Bypass Project Between Panoche Drainage District and Grassland Bypass Authority.

Recommendation

Staff recommends that the Board of Directors adopt the proposed resolution.

Analysis

The assignment would result, in effect, in GBA entering into two agreements with the Water Authority for the provision of the certain O&M activities described in the Agreements and Addendum. Panoche’s assignment of its obligations, rights, interests, duties, and obligations in and to the Agreements and Addendum to GBA will result in no change in the O&M activities performed pursuant to the Agreements and Addendum. Because no change in the O&M activities will occur, there is no foreseeable direct or indirect physical change

³ Attached to the Agreement to Assign as Exhibit B.

⁴ Attached to the Agreement to Assign as Exhibit C.



in the environment as a result of the assignment and, thus, the assignment does not meet the definition of a project under CEQA.

Water Authority staff feels confident that GBA can perform the O&M activities described in the Agreements and Addendum. Moreover, assignment of these O&M Activities to GBA furthers the Water Authority's long-term goal of transitioning GBDSC activities to GBA.

Budget

No budget impact because the O&M performed under the San Luis Drain Agreement and Grassland Bypass Canal Agreement will remain unchanged and will continue to be paid for by Grassland Basin Drainage Management Activity Agreement Members.

Attachments

1. Resolution No. 2025-XX Authorizing Consent to Assignment of Operation and Maintenance Services Associated with the Grassland Bypass Project from Panoche Drainage District to Grassland Basin Authority
2. Agreement to Assign Operation and Maintenance Services Associated with the Grassland Bypass Project Between Panoche Drainage District and Grassland Bypass Authority
 - Exhibit A: Agreement between the San Luis & Delta Mendota Water Authority and the Panoche Drainage District for the Provision of Operation and Maintenance Activities on the Grassland Bypass Canal for Purposes of the Grassland Bypass Channel Project ("Grassland Bypass Canal Agreement")
 - Exhibit B: Agreement between the San Luis & Delta-Mendota Water Authority and the Panoche Drainage District for the Provision of Supplemental O&M Activities on the San Luis Drain for Purposes of the Grassland Bypass Channel Project ("San Luis Drain Agreement")
 - Exhibit C: Addendum to San Luis Drain Agreement

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

RESOLUTION NO. 2025-

**RESOLUTION AUTHORIZING CONSENT TO ASSIGNMENT OF OPERATION AND
MAINTENANCE SERVICES ASSOCIATED WITH THE GRASSLAND BYPASS
PROJECT FROM PANOCHE DRAINAGE DISTRICT TO GRASSLAND BASIN
AUTHORITY**

WHEREAS, the United States Department of the Interior, Bureau of Reclamation (“Reclamation”) and the San Luis & Delta Mendota Water Authority (“Water Authority”) have entered into a series of use agreements (in 1995, 2001, 2010, 2019, and 2020), pursuant to which the Water Authority is authorized to use the portion of the San Luis Drain needed to carry out the Grassland Bypass Project and is required to perform certain operation and maintenance (“O&M”) of that portion of the San Luis Drain; and

WHEREAS, the Water Authority is responsible for the O&M of the portion of the San Luis Drain as described in items 1 through 5 of Section 5.7.1 of Exhibit D to that certain January 14, 2020 Agreement to Transfer the Operation, Maintenance and Replacement and Certain Financial and Administrative Activities Related to the San Luis and Delta-Mendota Canals, Tracy Pumping and O’Neill Pumping/Generating Plant, San Luis Drain and Associated Works between the United States of America and the Water Authority, Contract No. 8-07-20-X0354, (“Transfer Agreement”); and

WHEREAS, the Water Authority obtained easements and/or grants of right-of-way and constructed an earthen channel and check structures that control and convey drainage to an inlet structure of the San Luis Drain (the “Grassland Bypass Canal”); and

WHEREAS, the Grassland Bypass Canal is not subject to any of the above referenced Use Agreements or Transfer Agreement; and

WHEREAS, on December 12, 1996, Panoche entered into two separate agreements with the Water Authority to provide O&M services for facilities associated with the San Luis Drain and the Grassland Bypass Canal; and

WHEREAS, under the “Agreement between the San Luis & Delta Mendota Water Authority and the Panoche Drainage District for the Provision of Operation and Maintenance Activities on the Grassland Bypass Canal for Purposes of the Grassland Bypass Channel Project,” (the “Grassland Bypass Canal Agreement”), a true and correct copy of which is attached to the proposed Agreement to Assign Operation and Maintenance Services Associated with the Grassland Bypass Project Between Panoche Drainage District and Grassland Bypass Authority” (“Agreement to Assign”) as Exhibit A, Panoche Drainage District (“Panoche”) agreed to provide “all operation and maintenance services, except for biological monitoring services, required to operate and maintain Mud Slough and the Grassland Bypass Canal”; and

WHEREAS, under the “Agreement between the San Luis & Delta-Mendota Water Authority and the Panoche Drainage District for the Provision of Supplemental O&M Activities on the San Luis Drain for Purposes of the Grassland Bypass Channel Project,” (the “San Luis Drain Agreement”), a true and correct copy of which is attached to the Agreement to Assign as Exhibit B, Panoche agreed to provide all O&M services, except for biological monitoring services, necessary to be performed on the San Luis Drain in order to carry out the Grassland Bypass Project (Resolution No. 1996-138); and

WHEREAS, under the Grassland Bypass Canal Agreement and the San Luis Drain Agreement, Panoche agreed to provide the O&M services specified therein and the Water Authority agreed to reimburse Panoche for “all payroll, equipment charges, costs of materials or services, power costs, and administrative costs, including but not limited to insurance costs” incurred by Panoche pursuant to the agreements; and

WHEREAS, in 2002, Panoche and the Water Authority negotiated an Addendum to the San Luis Drain Agreement (hereinafter “San Luis Drain Addendum”); and

WHEREAS, the Water Authority approved the San Luis Drain Addendum on March 7, 2002 (Resolution No. 2002-002), a true and correct copy of the San Luis Drain Addendum approved by the Water Authority is attached hereto to the Agreement to Assign as Exhibit C; and

WHEREAS, pursuant to the San Luis Drain Addendum, Panoche agreed to provide “Baseline O&M Services” as set forth in the Addendum in addition to the O&M services set forth in the San Luis Drain Agreement; and

WHEREAS, Panoche desires to assign its obligations, rights, and interest in and to the Grassland Bypass Canal Agreement, San Luis Drain Agreement, and San Luis Drain Addendum to the Grassland Basin Authority (“GBA”) (collectively “Agreements and Addendum”), and GBA agrees to assume Panoche’s obligations, rights, and interest in and to the Agreements and Addendum pursuant to the terms of the Agreement to Assign; and

WHEREAS, the assignment is conditioned upon the consent thereto by the Water Authority as provided in the Agreement to Assign; and

WHEREAS, nothing in the Agreement to Assign in any way alters, changes, or amends any rights or interest, or assigns or transfers any right or interest, under the Water Authority’s Transfer Agreement with Reclamation; and

WHEREAS, the Water Authority consents to Panoche’s assignment, as described in the Agreement to Assign; and

WHEREAS, in accepting this assignment, GBA agrees that there will be no change in the O&M activities performed pursuant to the Agreements and Addendum as a result of this assignment; and

WHEREAS, because no change in the O&M activities will occur, the Water Authority’s consent to the Agreement to Assign (and PDD and GBA’s execution of said agreement) is an administrative and organizational action that will not result in a direct physical change in the

environment or a reasonably foreseeable indirect change to the environment, and thus is not a project as defined by Public Resources Code section 21065 and CEQA Guidelines section 15378.

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 Board Chair to consent to the Agreement to Assign, by executing the Agreement to Assign under “Consent to Assignment.”

Section 3. The Executive Director, or such Water Authority employee or consultant the Executive Director so designates, is 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 December, 2025, 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. 2025- 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 December, 2025.

Federico Barajas, Secretary

**AGREEMENT TO ASSIGN OPERATION AND MAINTENANCE SERVICES
ASSOCIATED WITH THE GRASSLAND BYPASS PROJECT BETWEEN PANOCHÉ
DRAINAGE DISTRICT AND GRASSLAND BASIN AUTHORITY**

This Agreement to Assign Operation and Maintenance Services Associated with the Grassland Bypass Project (“Assignment”) is entered into by and between Grassland Basin Authority, a California joint powers authority established pursuant to Government Code section 6500 et seq. (“GBA”) and Panoche Drainage District, a public agency of the State of California (“Panoche”). GBA and Panoche may be collectively referred to herein as the “Parties” or individually as “Party.”

WHEREAS, the United States Department of the Interior, Bureau of Reclamation (“Reclamation”) and the San Luis & Delta Mendota Water Authority (“Authority”) have entered into a series of use agreements (in 1995, 2001, 2010, 2019, and 2020), pursuant to which the Authority is authorized to use the portion of the San Luis Drain needed to carry out the Grassland Bypass Project and is required to perform certain operation and maintenance (“O&M”) of that portion of the San Luis Drain; and

WHEREAS, the Authority is responsible for the O&M of the portion of the San Luis Drain as described in items 1 through 5 of Section 5.7.1 of Exhibit D to that certain January 14, 2020 Agreement to Transfer the Operation, Maintenance and Replacement and Certain Financial and Administrative Activities Related to the San Luis and Delta-Mendota Canals, Tracy Pumping and O’Neill Pumping/Generating Plant, San Luis Drain and Associated Works between the United States of America and the Authority, Contract No. 8-07-20-X0354, (“Transfer Agreement”); and

WHEREAS, the 2020 Transfer Agreement, which succeeded a 1998 Transfer Agreement between Reclamation and the Authority, provided the mechanism by which the Authority became responsible for O&M of that portion of the San Luis Drain needed to carry out the Grassland Bypass Project; and

WHEREAS, the Authority obtained easements and/or grants of right-of-way and constructed an earthen channel and check structures that control and convey drainage to an inlet structure of the San Luis Drain (the “Grassland Bypass Canal”); and

WHEREAS, the Grassland Bypass Canal is an Authority facility and is not subject to any of the above referenced Use Agreements or Transfer Agreement; and

WHEREAS, on December 12, 1996, Panoche entered into two separate agreements with the Authority to provide O&M services for facilities associated with the San Luis Drain and the Grassland Bypass Canal; and

WHEREAS, under the “Agreement between the San Luis & Delta Mendota Water Authority and the Panoche Drainage District for the Provision of Operation and Maintenance Activities on the Grassland Bypass Canal for Purposes of the Grassland Bypass Channel Project,” (hereinafter referred to as the “Grassland Bypass Canal Agreement”) a true and correct copy of which is attached hereto as **Exhibit A**, Panoche agreed to provide “all operation and maintenance services, except for biological monitoring services, required to operate and maintain Mud Slough and the Grassland Bypass Canal”; and

WHEREAS, under the “Agreement between the San Luis & Delta-Mendota Water Authority and the Panoche Drainage District for the Provision of Supplemental O&M Activities on the San Luis Drain for Purposes of the Grassland Bypass Channel Project,” (hereinafter referred to as the “San Luis Drain Agreement”) a true and correct copy of which is attached hereto as **Exhibit B**, Panoche agreed to provide all O&M services, except for biological monitoring services, necessary to be performed on the San Luis Drain in order to carry out the Grassland Bypass Project; and

WHEREAS, under the Grassland Bypass Canal Agreement and the San Luis Drain Agreement, Panoche agreed to provide the O&M services specified therein and the Authority agreed to reimburse Panoche for “all payroll, equipment charges, costs of materials or services, power costs, and administrative costs, including but not limited to insurance costs” incurred by Panoche pursuant to the agreements; and

WHEREAS, in 2002, Panoche and the Authority negotiated an Addendum to the San Luis Drain Agreement (hereinafter “San Luis Drain Addendum”); and

WHEREAS, the Authority approved the San Luis Drain Addendum on March 7, 2002, a true and correct copy of the San Luis Drain Addendum approved by the Authority is attached hereto as **Exhibit C**¹; and

WHEREAS, pursuant to the San Luis Drain Addendum, Panoche agreed to provide “Baseline O&M Services” as set forth in the Addendum in addition to the O&M services set forth in the San Luis Drain Agreement; and

WHEREAS, Panoche desires to assign its obligations, rights, and interest in and to the Grassland Bypass Canal Agreement, San Luis Drain Agreement, and San Luis Drain Addendum to GBA (collectively “Agreements and Addendum”), and GBA agrees to assume Panoche’s obligations, rights, and interest in and to the Agreements and Addendum pursuant to the terms of this assignment; and

WHEREAS, the Authority consents to this Assignment.

¹ Neither the Authority nor Panoche have an executed copy of the San Luis Drain Addendum.

NOW THEREFORE, in consideration of the facts stated in the recitals above, the Parties agree and assign rights as hereinafter set forth according to the following terms and conditions:

1. Panoche hereby assigns to GBA all of Panoche's obligations, rights, and interest in and to the Agreements and Addendum, attached hereto as Exhibits A, B, and C.
2. By this Assignment, Panoche delegates to GBA all of Panoche's duties and obligations of performance under the Agreements and Addendum.
3. By accepting this Assignment, GBA agrees to perform all of Panoche's obligations, and assume Panoche's rights and interest in and to the Agreements and Addendum, as if GBA had been an original party to the Agreements and Addendum.
4. In accepting this Assignment, GBA agrees that there will be no change in the O&M activities performed pursuant to the Agreements and Addendum as a result of this Assignment.
5. This Assignment is conditioned upon the consent thereto by the Authority as herein provided below.
6. The Authority shall be a third party beneficiary of this Assignment and this Assignment shall not be assigned, amended, modified or terminated without the prior written consent of the Authority.
7. This Assignment results, in effect, in GBA entering into two agreements with the Authority for the provision of the certain O&M activities described herein; nothing in this Assignment in any way alters, changes, or amends any rights or interest, or assigns or transfers any right or interest, under the Authority's Transfer Agreement with Reclamation.
8. This Assignment shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and transferees.
9. This Assignment shall be governed by and construed in accordance with California law.
10. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatures to the same counterpart.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment on the date indicated by each signature below.

GRASSLAND BASIN AUTHORITY

PANOCHE DRAINAGE DISTRICT

By: _____
David Cory
President, Board of Directors

By: _____
Aaron Barcellos
President, Board of Directors

CONSENT TO ASSIGNMENT

The San Luis & Delta-Mendota Water Authority hereby consents to the foregoing Assignment subject to the terms and conditions stated therein.

Dated this _____ day of _____, 2025.

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

By: _____
Cannon Michael
Chair, Board of Directors

EXHIBIT A

AGREEMENT BETWEEN THE
SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
AND THE PANOCHÉ DRAINAGE DISTRICT
FOR THE PROVISION OF OPERATION & MAINTENANCE ACTIVITIES
ON THE GRASSLAND BYPASS CANAL FOR PURPOSES
OF THE GRASSLAND BYPASS CHANNEL PROJECT

This Agreement, made this 12th day of December, 1996, by and between the SAN LUIS & DELTA-MENDOTA WATER AUTHORITY (the "Authority"), acting for and on behalf of its members and certain other parties participating in the Grassland Bypass Channel Project through the Grassland Basin Drainage Management Activity Agreement and related Memoranda of Understanding, and the PANOCHÉ DRAINAGE DISTRICT, (the "PDD") a public agency of the State of California.

RECITALS

A. The Authority has entered in to that certain Use Agreement for the San Luis Drain with the United States for the Grassland Bypass Channel Project.

B. The Authority has obtained easements or grants of right-of-way and has reconstructed or constructed an earthen channel and check structures (the "Grassland Bypass Canal") to control and convey the combined drainage of the PDD, Pacheco Water District, Charleston Drainage District, Broadview Water District, Firebaugh Canal Water District, Widren Water District, and Camp 13 Drainers from the point of confluence of drainage from these areas to the inlet structure on the San Luis Drain, which Grassland Bypass Canal must be operated and maintained in order to carry out the Grassland Bypass Channel Project.

C. The operation and maintenance activities required for the Grassland Bypass Canal consists primarily of 1) operational requirements consisting of daily patrol of the Grassland Bypass Canal to monitor water flow; daily adjustments of stoplogs at check structures to control water flow; and daily, weekly, monthly and quarterly water quality and biological monitoring; and 2) maintenance requirements consisting of excavation for silt and erosion control, spraying for weed control, riser and weir board maintenance, and road maintenance for accessibility.

D. The environmental commitments of the Finding of No Significant Impact for the Grassland Bypass Channel Project require that any operation and maintenance activities that have the potential to affect threatened or endangered species, as determined by consultation with the United States Fish & Wildlife Service, be conducted in accordance with such consultation.

E. The Authority has previously entered into an agreement to obtain professional services for biological monitoring required for the Grassland Bypass Channel Project.

F. The Authority and PDD are willing to enter into an agreement for PDD to provide the services required for the operation and maintenance of the Grassland Bypass Canal, except for the biological monitoring services, on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the facts stated in the recitals above and of the terms and conditions set forth below, the parties agree as follows:

Section 1. Term of Agreement. This Agreement shall be effective as of September 19, 1996, and shall remain in full force and effect for the duration of the Grassland Bypass Channel Project, or until 30 days after either party provides notice of its termination to the other party.

Section 2. O&M Services. PDD shall provide to the Authority all operation and maintenance services, except for biological monitoring services, required to operate and maintain Mud Slough and the Grassland Bypass Canal in accordance with the following:

2.1. Operational services shall include daily patrol of the Grassland Bypass Canal to monitor water flow; daily adjustments of stoplogs at check structures to control water flow; and daily, weekly, monthly and quarterly water quality monitoring.

2.2 Maintenance services shall include excavation for silt and erosion control, spraying for weed control, riser and weir board maintenance, and road maintenance for accessibility.

2.3 Any operation and maintenance activities that have the potential to affect threatened or endangered species shall be conducted in accordance with the consultation between the Bureau of Reclamation, the Authority, and the United States Fish & Wildlife Service.

2.4. For purposes of this agreement, the term "operation" or "operational" shall refer to those activities necessary for the conveying of water through the facilities or channels referred to herein. The parties acknowledge and agree that PDD shall have no authority or ability hereunder to operate the system in a manner that controls the quantity, quality, or sediment load of the water discharged into the channels operated hereunder, except for water discharged by PDD from lands within PDD, and said authority and ability to control the quantity,

quality or sediment load in water discharged into the channels operated hereunder shall remain with the parties to the Grassland Basin Drainage Management Activity Agreement and any Memoranda of Understanding executed in relation thereto actually making such discharges.

Section 3. Billing and Reimbursement. The PDD shall send invoices to the Authority monthly for reimbursement of all payroll, equipment charges, costs of materials or services, power costs, and administrative costs, including but not limited to any insurance costs, incurred by PDD pursuant to this Agreement, and the Authority shall promptly reimburse the PDD therefor from the Grassland Basin Drainage Management Activity Agreement Budget.

3.1. PDD shall bill the Authority for the cost of labor actually provided to the Authority, based upon records of the hours and nature of work performed each day, as noted on the timecards of the PDD personnel.

3.2. PDD shall bill the Authority for the cost of all equipment provided in accordance with the rate schedule for use of such equipment attached hereto as Exhibit "A" and by this reference incorporated herein. Such rate schedule may be amended from time to time; such amendments shall be attached hereto and upon attachment, shall amend this Agreement by incorporation herein. The hours of use for each item of equipment shall be as recorded on the operating personnel's daily time card.

3.3. PDD shall bill the Authority for all materials and services which are required for the purposes of this agreement by submitting the actual invoice cost for all such materials.

Section 4. Insurance. At all times during the term of this Agreement, PDD shall have in effect the following insurance, or such alternate insurance as may be required by the Authority from time to time.

4.1. General liability coverage for bodily injury, personal injury and property damage with a per occurrence/aggregate limit of at least \$1 million/\$2 million with the Authority named as an additional insured with the ISO CG 2010 endorsement form or equivalent, and automobile liability insurance with combined single limit per accident coverage for bodily injury and property damage in the amount of \$1 million.

4.2. Workers' compensation coverage with limits as required by the Labor Code of the State of California, and employer's Liability limits of \$1 million per accident.

Section 5. PDD Hold Harmless and Indemnification. PDD shall indemnify, defend and hold harmless the Authority and its officers, officials, employees and volunteers from and against all

claims, damages, losses and expenses, including attorneys' fees, arising out of PDD's performance of its obligations hereunder; provided, that nothing herein contained shall impose on PDD, nor relieve the Authority, acting solely for and on behalf of the members of the Grassland Basin Drainage Management Activity Agreement and other participants in that agreement through memoranda of understanding, of liability for claims, damages, losses and expenses, including attorneys' fees, arising out of the active negligence, sole negligence, or willful misconduct of the Authority, its officers, officials, employees and volunteers; provided, further, that nothing contained herein shall be interpreted so as to give rise to a duty to indemnify, defend or hold harmless a party for breach of this Agreement.

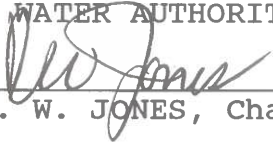
Section 6. Authority Hold Harmless and Indemnification.

The Authority, acting solely for and on behalf of the members of the Grassland Basin Drainage Management Activity Agreement and other participants in the Grassland Basin Drainage Management Activity Agreement, shall indemnify, defend and hold harmless the PDD and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorneys' fees, alleged to have arisen on account of PDD's activities under this Agreement relating to the management or removal of silt or sediment, or for the quantity or quality of water discharged into or from the Grassland Bypass Canal, into or from the San Luis Drain or into or from Mud Slough into the San Joaquin River in connection with the Grassland Bypass Channel Project.

Section 7. Compliance with Laws. In performing their respective duties hereunder, PDD and the Authority shall comply with all applicable laws and regulations of federal, state and local governments.

IN WITNESS WHEREOF, the parties have executed this Agreement on the year and first set forth above.

SAN LUIS & DELTA-MENDOTA
WATER AUTHORITY

By 
C. W. JONES, Chairman

By 
DANIEL G. NELSON, Secretary

PANOCHE DRAINAGE DISTRICT

By 
MIKE LINNEMAN, President

By 
MICHAEL STEARNS, Secretary

EXHIBIT "A"

**PANOCHÉ WATER DISTRICT
EQUIPMENT RENTAL SCHEDULE (CONTRACT)**

	EQUIPMENT W/O OPERATOR		NUMBER
AUTO'S & AUTO'S & PICKUP'S	\$	4.00	
TRUCK'S			
1963 CHEVROLET SIDE DUMP	\$	22.00	# 07
1962 CEVROLET SERVICE TRUCK	\$	18.00	# 08
1963 STUDE BOOM TRUCK	\$	23.00	# 09
1962 GMC DUMP TRUCK	\$	22.00	# 12
FORD DUMP TRUCK	\$	22.00	# 14
1980 FORD SERVICE TRUCK	\$	20.00	# 16
1970 INTL FLAT BED TRUCK	\$	20.00	# 18
1967 GMC DUMP TRUCK	\$	22.00	# 20
1973 GMC SPRAY RIG	\$	22.00	# 24SP
1959 GMC WATER TRUCK	\$	25.00	# 28WT
1970 DODGE DUMP TRUCK	\$	22.00	# 52
1985 GMC SPRAY RIG	\$	23.00	# 53SP
1953 STUDE BOOM TRUCK	\$	23.00	# 71
DRAGLINE			
LINKBELT PORTABLE 1/2 YARD (CLAM)	\$	50.00	# 48C
(FORK)	\$	50.00	# 48F
TRACTOR'S			
1948 D-4 CAT DOZER	\$	35.00	# 13
1948 D7 CAT DOZER	\$	45.00	# 14
1968 F-608 DIESEL WHEEL TRACTOR	\$	25.00	# 15
1948 CAT GRADER #12	\$	32.00	# 17
1983 JOHN DEERE GRADER	\$	37.00	# 27
1971 CAT GRADER W / RIPPER	\$	37.00	# 28
1962 CHAMPION FORK LIFT	\$	22.00	# 31FL
1944 GALLION ROLLER	\$	22.00	# 38
1982 CASE BACKHOE	\$	42.00	# 46BH
1967 CLARK FORKLIFT	\$	20.00	# 62FL
1966 JOHN DEERE W / ELEVATING SCRAPER	\$	40.00	# 76QJD
1966 HYSTER FORK LIFT	\$	23.00	# 69
1980 CASE BACKHOE	\$	42.00	# 70
JOHN DEERE LOADER	\$	38.00	# 72
MISCELLANEOUS			
WEED BURNER FUEL INCLUDED	\$	18.00	# 35BR
SULLAIR AIR COMPRESSOR	\$	6.60	# 37
GORMAN RUPP PUMP TRAILER MOUNTED	\$	6.00	# 64
ECONOLINE TRAILER	\$	6.00	# 32

(REVISED 11/21/95)

**PANOCH WATER DISTRICT
EQUIPMENT RENTAL SCHEDULE (CONTRACT)**

	EQUIPMENT W/O OPERATOR		NUMBER
AUTO'S & AUTO'S & PICKUP'S	\$	4.00	
TRUCK'S			
1963 CHEVROLET SIDE DUMP	\$	6.00	# 07
1952 CEVROLET SERVICE TRUCK	\$	4.00	# 08
1953 STUDE BOOM TRUCK	\$	9.00	# 09
1952 GMC DUMP TRUCK	\$	6.00	# 12
FORD DUMP TRUCK	\$	6.00	# 14
1980 FORD SERVICE TRUCK	\$	5.00	# 16
1970 INTL FLAT BED TRUCK	\$	4.00	# 18
1967 GMC DUMP TRUCK	\$	9.00	# 20
1973 GMC SPRAY RIG	\$	5.00	# 24SP
1959 GMC WATER TRUCK	\$	10.00	# 28WT
1970 DODGE DUMP TRUCK	\$	6.00	# 52
1985 GMC SPRAY RIG	\$	5.00	# 53SP
1953 STUDE BOOM TRUCK	\$	9.00	# 71
DAGLINE			
LINKBELT PORTABLE 1/2 YARD (CLAM)	\$	32.00	# 48C
(FORK)	\$	32.00	# 48F
TRACTOR'S			
1946 D-4 CAT DOZER	\$	12.00	# 13
1946 D7 CAT DOZER	\$	13.00	# 14
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1946 CAT GRADER #12	\$	20.00	# 17
1983 JOHN DEERE GRADER	\$	21.00	# 27
1971 CAT GRADER W / RIPPER	\$	21.00	# 28
1962 CHAMPION FORK LIFT	\$	8.00	# 31FL
1944 GALLION ROLLER	\$	4.00	# 38
1982 CASE BACKHOE	\$	20.00	# 46BH
1967 CLARK FORKLIFT	\$	6.00	# 62FL
1966 JOHN DEERE W / ELEVATING SCRAPER	\$	30.00	# 760JD
1966 HYSTER FORK LIFT	\$	8.00	# 69
1980 CASE BACKHOE	\$	20.00	# 70
JOHN DEERE LOADER	\$	20.00	# 72
MISCELLANEOUS			
WEED BURNER FUEL INCLUDED	\$	4.00	# 35BR
SULLAIR AIR COMPRESSOR	\$	5.00	# 37
GORMAN RUPP PUMP TRAILER MOUNTED	\$	5.00	# 64
ECONOLINE TRAILER	\$	6.00	# 32

(REVISED 11/21/93)

AUTO & TRUCK INVENTORY

EQ NO	DESCRIPTION	YEAR MODEL	IDENTIFICATION	LICENSE NUMBER	RADIO NUMBER
#01	OLDS DELTA 88 4 DOOR	1984	1G3N69YXEM740432	E454730	NONE
#02	CHEV 1/2 TON PICKUP	1993	1GCDC14H9PZ132047	E293911	22740
#03	CHEV 1/2 TON PICKUP	1995	1GCEC14HXSZ237547	E028503	27656
#04	CHEV 1/2 TON PICKUP	1993	1HVFV14HPZ138749	E293910	6110968
#05	FORD 1/2 TON 4x4 PICKUP	1981	1FTDF14G2BRA13246	E759633	
#06	FORD BRONCO	1986	1FMDU15N9GLA73968	E020630	28237
#07	CHEV 2.0 TON DUMP TRUC	1963	3C6530123227	E500704	NONE
#08	CHEV 1 1/2 TON FLAT BED	1952	KEA5289951	E96301	NONE
#09	STUDE 2 1/2 TON BOOM	1953	1331193842	E105053	NONE
#10	MERC GRAND MARQ 4 DR	1992	2MELM75EIN758430	E372734	372734
#11	CHEV 1/2 TON 4X4 PICKUP	1992	1GCEK14H1NZ166598	E299670	27727
#12	GMC 2 1/2 TON DUMP	1952	30220970	E147984	NONE
#14	FORD 2 1/2 TON DUMP	1981	1FDYN8DK2BVJ42823	E030605	NONE
#16	FORD 1 TON FLAT SERV	1980	F-37GRHG0195	E742199	2684
#18	INTL 2.0 TON FLAT BED	1970	426060G91932	E548801	NONE
#19	INTL 2.0 TON FLAT BED	1946	K713746	E105050	NONE
#20	GMC 2 1/2 TON DUMP 10 W	1967	JM86770AD2343K	E50979C	NONE
#21	GMC 1/2 TON JIMMY BLAZE	1978	TKR188Z523708	E001304	26777
#22	GMC 2 1/2 TON DUMP	1972	TCE53WV534888	E598169	NONE
#23	FORD 1/2 TON PICKUP	1994	1ETEF15N2RNA09927	E006375	27549
#24	GMC 1 1/2 TON SPRAY RIG	1973	TCM61V610881	E624747	NONE
#25	CHEV 1/2 TON PICKUP	1990	1GCDC14Z61Z236143	E295410	22831
#26	OLDS CUTLESS 4 DR SDN	1986	JG3GR69A7GR353618	E291755	NONE
#28	GMC 2 1/2 TON WATER TRL	1959	FMW5598ES2110K	E263020	NONE
#41	INTL 2.0 TPM SERVICE TR	1951	A1063	E604074	NONE
#44	DODGE 1/2 TON PWR WGN	1952	88767122	E149257	NONE
#52	DODGE 2 1/2 TON DUMP	1970	061FGJ2106328	E476957	NONE
#53	GMC 1/2 TON SPRAY RIG	1989	GTEC14H1LK562659	E270083	27735
#60	FORD 1/2 TON PICKUP	1991	2FTEF15NXMCA23234	E342539	27658
#68	DODGE 1/2 TON DAKOTA PL	1990	1B7FL23X5LS733367	E006374	22783
#71	STUDE 2 1/2 TON BOOM TR	1953	M324611	E358607	NONE
#73	YAMAHA ATV	1989	JY43HPWO5KC00KK86	E23K68	NONE

REVISED OCTOBER 31, 1995

HEAVY DUTY EQUIPMENT LIST

EQUIP	DESCRIPTION	YEAR	EQUIPMENT	LICENSE
NO		MODEL	IDENTIFICATION	NUMBER
#13	CATERILLAR D-4 DOZER	1946	2T93573	NONE
#15	INTLF-606 TRACTOR	1966	2353 MACH 7141	NONE
#17	CATERILLAR GRADER	1946	8T15425 #12 MOTOR PATROL	NONE
#27	JOHN DEERE GRADER	1983	SN-403985 MOD 672A	NONE
#28	CATERPILLAR GRADER W/RIP	1971	89H799 SERIES 508204	NONE
#30T	TRIALER 2 AXLE 1/2 TON	N/A		NONE
#31	CHAMPION FORK LIFT	1962	CC1156	E628972
#32	ECONOLINE TRAILER	1995	42EDPHF45T1001141	E948871
#33	WELDING TRAILER	1968	CA112682	E310598
#34	PUMP OIL TRAILER	1968	CA1121683	E310576
#36	TRAILER TILT BED	N/A	TD-5-SP-DC23201	NONE
#37	JAGER AIR COMPRESSOR	N/A		NONE
#38	GALLION ROLLER	N/A	F226F7903 MOD T-5631193	NONE
#46	CASE BACKHOE W/LOADER	1982	9053448 5435471 MOD 580	NONE
#48	LINKBELT PORTABLE DRAGLIN	1969	781925G322376 20-T-500	E538075
#48T	DRAGLINE FORK TRAILER	N/A	DR1065536T	E304837
#51	GMC DIESEL STATIONARY PUI	N/A	F-3073-4	NONE
#54T	TRAILER 2 WHEEL CARGO 3/4	N/A	S/N 4231	E323234
#56	TOWNER DISC	1981	G-1237 510-262	NONE
#59T	TRAILER 2 AXLE 3/4 TON	1952	S/N 223041	NONE
#61	COMPRESSOR SULLAIR MOD	1993	S/N 004111618	NONE
#62	CLARK FORK LIFT	1967	S/N 41387 MODEL 1689951	NONE
#63	TRAILER LAWN AND GARDEN	1991	HERKY GONSALVES MODEL	E310576
#64	TRAILER PUMP MOUNTED 4"	N/A	GOMAN RUPP PUMP W/DIESE	NONE
#65	CONSTR MACHINE DUAL 8" PL	N/A	S/N 764829 MODEL # 14A2	NONE
	TRAILER MOUNTED W/DIESEL	N/A	ENGINE TYPE 10541 S/N 411014	
#66	COMPRESSOR WESTINGHOUSE			
#69	HYSTER FORK LIFT	1966	C6D4634L	NONE
#70	CASE BACKHOE W/LOADER	1980	9004601	E282039
#72	JOHN DEERE LOADER	1973	EB3T/096704T MOD 544-A	
#74	10" PORTABLE PUMP 3 POINT	1994	14085	
	HOOK UP			
#760	JOHN DEERE W/ELEV SCRAPE	1966	373 R015906 MOD 760	NONE
			SCRAPER S/N 0011024	

REVISED OCTOBER 31, 1995

EXHIBIT B

AGREEMENT BETWEEN THE
SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
AND THE PANOCHÉ DRAINAGE DISTRICT
FOR THE PROVISION OF SUPPLEMENTAL O&M ACTIVITIES
ON THE SAN LUIS DRAIN FOR PURPOSES
OF THE GRASSLAND BYPASS CHANNEL PROJECT

This Agreement, made this 12th day of December, 1996, by and between the SAN LUIS & DELTA-MENDOTA WATER AUTHORITY (the "Authority"), acting for and on behalf of its members and certain other parties participating in the Grassland Bypass Channel Project through the Grassland Basin Drainage Management Activity Agreement and related Memoranda of Understanding, and the PANOCHÉ DRAINAGE DISTRICT, (the "PDD") a public agency of the State of California.

RECITALS

A. The Authority has entered in to that certain Use Agreement for the San Luis Drain with the United States for the Grassland Bypass Channel Project.

B. In accordance with the Use Agreement, the Authority has prepared that certain San Luis Drain Supplemental O&M Plan describing supplemental operation and maintenance activities necessary to be performed on the San Luis Drain in order to carry out the Grassland Bypass Channel Project.

C. The San Luis Drain Supplemental O&M Plan consists primarily of 1) operational requirements consisting of daily patrol of the San Luis Drain from Check 19 to the terminus of the Drain to monitor water flow; daily adjustments of stoplogs at check structures to control water flow; and daily, weekly, monthly and quarterly water quality and biological monitoring; and 2) maintenance requirements consisting of maintenance of wood stoplogs located at the inlet structure located at San Luis Drain Milepost 105.72 and the outlet drop structure located at San Luis Drain Milepost 78.64.

D. The environmental commitments of the Finding of No Significant Impact for the Grassland Bypass Channel Project require that any operation and maintenance activities that have the potential to affect threatened or endangered species, as determined by consultation with the United States Fish & Wildlife Service, be conducted in accordance with such consultation.

E. The Authority has previously entered into an agreement to obtain professional services for biological monitoring required for

the San Luis Drain Supplemental O&M Plan.

F. The Authority and PDD are willing to enter into an agreement for PDD to provide the services required for the San Luis Drain Supplemental O&M Plan, except for the biological monitoring services, on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the facts stated in the recitals above and of the terms and conditions set forth below, the parties agree as follows:

Section 1. Term of Agreement. This Agreement shall be effective as of September 19, 1996, and shall remain in full force and effect for the duration of the Grassland Bypass Channel Project, or until 30 days after either party provides notice of its termination to the other party.

Section 2. O&M Services. PDD shall provide to the Authority all O&M Services, except for biological monitoring services, required to implement the San Luis Drain Supplemental O&M Plan.

2.1.. Operational services shall include daily patrol of the San Luis Drain from Check 19 to the terminus of the Drain to monitor water flow; daily adjustments of stoplogs at check structures to control water flow; and daily, weekly, monthly and quarterly water quality and biological monitoring.

2.2 Maintenance services shall include maintenance of wood stoplogs located at the inlet structure located at San Luis Drain Milepost 105.72 and the outlet drop structure located at San Luis Drain Milepost 78.64.

2.3. Any operation and maintenance activities that have the potential to affect threatened or endangered species shall be conducted in accordance with the consultation between the Bureau of Reclamation, the Authority, and the United States Fish & Wildlife Service.

2.4. For purposes of this agreement, the term "operation" or "operational" shall refer to those activities necessary for the conveying of water through the facilities or channels referred to herein. The parties acknowledge and agree that PDD shall have no authority or ability hereunder to operate the system in a manner that controls the quantity, quality, or sediment load of the water discharged into the San Luis Drain, except for water discharged by PDD from lands within PDD, and said authority and ability to control the quantity, quality or sediment load in water discharged into the San Luis Drain operated hereunder shall remain with the parties to the Grassland Basin Drainage

Management Activity Agreement and any Memoranda of Understanding executed in relation thereto actually making such discharges.

Section 3. Billing and Reimbursement. The PDD shall send invoices to the Authority monthly for reimbursement of all payroll, equipment charges, costs of materials or services, power costs, and administrative costs, including but not limited to any insurance costs, incurred by PDD pursuant to this Agreement, and the Authority shall promptly reimburse the PDD therefor from the Grassland Basin Drainage Management Activity Agreement Budget.

3.1. PDD shall bill the Authority for the cost of labor actually provided to the Authority, based upon records of the hours and nature of work performed each day, as noted on the timecards of the PDD personnel.

3.2. PDD shall bill the Authority for the cost of all equipment provided in accordance with the rate schedule for use of such equipment attached hereto as Exhibit "A" and by this reference incorporated herein. Such rate schedule may be amended from time to time; such amendments shall be attached hereto and upon attachment, shall amend this Agreement by incorporation herein. The hours of use for each item of equipment shall be as recorded on the operating personnel's daily time card.

3.3. PDD shall bill the Authority for all materials and services which are required for the purposes of this agreement by submitting the actual invoice cost for all such materials.

Section 4. Insurance. At all times during the term of this Agreement, PDD shall have in effect the following insurance, or such alternate insurance as may be required by the Authority from time to time.

4.1. General liability coverage for bodily injury, personal injury and property damage with a per occurrence/aggregate limit of at least \$1 million/\$2 million with the Authority named as an additional insured with the ISO CG 2010 endorsement form or equivalent, and automobile liability insurance with combined single limit per accident coverage for bodily injury and property damage in the amount of \$1 million.

4.2. Workers' compensation coverage with limits as required by the Labor Code of the State of California, and employer's Liability limits of \$1 million per accident.

Section 5. PDD Hold Harmless and Indemnification. PDD shall indemnify, defend and hold harmless the Authority and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of PDD's performance of its obligations hereunder; provided, that nothing herein contained shall impose on PDD, nor

relieve the Authority, acting solely for and on behalf of the members of the Grassland Basin Drainage Management Activity Agreement and other participants in that agreement through memoranda of understanding, of liability for claims, damages, losses and expenses, including attorneys' fees, arising out of the active negligence, sole negligence, or willful misconduct of the Authority, its officers, officials, employees and volunteers; provided, further, that nothing contained herein shall be interpreted so as to give rise to a duty to indemnify, defend or hold harmless a party for breach of this Agreement.

Section 6. Authority Hold Harmless and Indemnification. The Authority, acting solely for and on behalf of the members of the Grassland Basin Drainage Management Activity Agreement and other participants in the Grassland Basin Drainage Management Activity Agreement, shall indemnify, defend and hold harmless the PDD and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorneys' fees, alleged to have arisen on account of PDD's activities under this Agreement relating to the management or removal of silt or sediment, or for the quantity or quality of water discharged into or from the San Luis Drain or from Mud Slough into the San Joaquin River in connection with the Grassland Bypass Channel Project.

Section 7. Compliance with Laws. In performing their respective duties hereunder, PDD and the Authority shall comply with all applicable laws and regulations of federal, state and local governments.

IN WITNESS WHEREOF, the parties have executed this Agreement on the year and first set forth above.

SAN LUIS & DELTA-MENDOTA
WATER AUTHORITY

By 
C. W. JONES, Chairman

By 
DANIEL G. NELSON, Secretary

PANOCHÉ DRAINAGE DISTRICT

By 
MIKE LINNEMAN, President

By 
MICHAEL STEARNS, Secretary

EXHIBIT "A"

**PANOCHÉ WATER DISTRICT
EQUIPMENT RENTAL SCHEDULE (CONTRACT)**

	EQUIPMENT W/OPERATOR	NUMBER
AUTO'S & AUTO'S & PICKUP'S	\$ 4.00	
TRUCK'S		
1983 CHEVROLET SIDE DUMP	\$ 22.00	# 07
1982 CEVROLET SERVICE TRUCK	\$ 18.00	# 08
1983 STUDE BOOM TRUCK	\$ 23.00	# 09
1982 GMC DUMP TRUCK	\$ 22.00	# 12
FORD DUMP TRUCK	\$ 22.00	# 14
1980 FORD SERVICE TRUCK	\$ 20.00	# 16
1970 INTL FLAT BED TRUCK	\$ 20.00	# 18
1987 GMC DUMP TRUCK	\$ 22.00	# 20
1973 GMC SPRAY RIG	\$ 22.00	# 24SP
1959 GMC WATER TRUCK	\$ 25.00	# 28WT
1970 DODGE DUMP TRUCK	\$ 22.00	# 52
1985 GMC SPRAY RIG	\$ 23.00	# 53SP
1953 STUDE BOOM TRUCK	\$ 23.00	# 71
DRAGLINE		
LINKBELT PORTABLE 1/2 YARD (CLAM)	\$ 60.00	# 48C
(FORK)	\$ 60.00	# 48F
TRACTOR'S		
1946 D-4 CAT DOZER	\$ 35.00	# 13
1946 D7 CAT DOZER	\$ 45.00	# 14
1966 F-606 DIESEL WHEEL TRACTOR	\$ 25.00	# 15
1946 CAT GRADER #12	\$ 32.00	# 17
1983 JOHN DEERE GRADER	\$ 37.00	# 27
1971 CAT GRADER W / RIPPER	\$ 37.00	# 28
1962 CHAMPION FORK LIFT	\$ 22.00	# 31FL
1944 GALLION ROLLER	\$ 22.00	# 38
1982 CASE BACKHOE	\$ 42.00	# 46BH
1987 CLARK FORKLIFT	\$ 20.00	# 62FL
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1966 HYSTER FORK LIFT	\$ 23.00	# 69
1980 CASE BACKHOE	\$ 42.00	# 70
JOHN DEERE LOADER	\$ 38.00	# 72
MISCELLANEOUS		
WEED BURNER FUEL INCLUDED	\$ 18.00	# 35BR
SULLAIR AIR COMPRESSOR	\$ 6.60	# 37
GORMAN RUPP PUMP TRAILER MOUNTED	\$ 6.00	# 64
ECONOLINE TRAILER	\$ 6.00	# 32

(REVISED 11/21/95)

**PANOCHÉ WATER DISTRICT
EQUIPMENT RENTAL SCHEDULE (CONTRACT)**

		EQUIPMENT W/O OPERATOR NUMBER	
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1953 STUDE BOOM TRUCK	\$	9.00	# 09
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FORD DUMP TRUCK	\$	6.00	# 14
1980 FORD SERVICE TRUCK	\$	5.00	# 16
1970 INTL FLAT BED TRUCK	\$	4.00	# 18
1967 GMC DUMP TRUCK	\$	9.00	# 20
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1959 GMC WATER TRUCK	\$	10.00	# 28WT
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1985 GMC SPRAY RIG	\$	5.00	# 53SP
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TRACTOR'S			
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1968 F-606 DIESEL WHEEL TRACTOR	\$	4.00	# 15
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1962 CHAMPION FORK LIFT	\$	8.00	# 31FL
1944 GALLION ROLLER	\$	4.00	# 38
1982 CASE BACKHOE	\$	20.00	# 48BH
1967 CLARK FORKLIFT	\$	6.00	# 62FL
1966 JOHN DEERE W / ELEVATING SCRAPER	\$	30.00	# 760JD
1966 HYSTER FORK LIFT	\$	8.00	# 69
1980 CASE BACKHOE	\$	20.00	# 70
JOHN DEERE LOADER	\$	20.00	# 72
MISCELLANEOUS			
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(REVISED 11/21/95)

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EQ NO	DESCRIPTION	YEAR MODEL	IDENTIFICATION	LICENSE NUMBER	RADIO NUMBER
#01	OLDS DELTA 88 4 DOOR	1984	1G3N69YXEM740432	E454730	NONE
#02	CHEV 1/2 TON PICKUP	1993	1GCDC14H9PZ132047	E293911	22740
#03	CHEV 1/2 TON PICKUP	1995	1GCEC14HX8Z237547	E028503	27656
#04	CHEV 1/2 TON PICKUP	1993	1HVFV14HPZ138749	E293910	6110968
#05	FORD 1/2 TON 4x4 PICKUP	1981	1FTDF14G2BRA13246	E759633	
#06	FORD BRONCO	1986	1FMDU15N9QLA73968	E020630	28237
#07	CHEV 2.0 TON DUMP TRUC	1963	3C6530123227	E500704	NONE
#08	CHEV 1 1/2 TON FLAT BED	1952	KEA5289951	E96301	NONE
#09	STUDE 2 1/2 TON BOOM	1953	1331193842	E105053	NONE
#10	MERC GRAND MARQ 4 DR	1992	2MELM75EIN758430	E372734	372734
#11	CHEV 1/2 TON 4X4 PICKUP	1992	1GCEK14H1NZ166598	E299670	27727
#12	GMC 2 1/2 TON DUMP	1952	30220970	E147984	NONE
#14	FORD 2 1/2 TON DUMP	1981	1FDYN8DK2BVJ42823	E030605	NONE
#16	FORD 1 TON FLAT SERV	1980	F-37GRHG0195	E742199	2684
#18	INTL 2.0 TON FLAT BED	1970	426060G91932	E548801	NONE
#19	INTL 2.0 TON FLAT BED	1946	K713746	E105050	NONE
#20	GMC 2 1/2 TON DUMP 10 WI	1967	JM86770AD2343K	E50979C	NONE
#21	GMC 1/2 TON JIMMY BLAZE	1978	TKR188Z523708	E001304	26777
#22	GMC 2 1/2 TON DUMP	1972	TCE53WV534888	E598169	NONE
#23	FORD 1/2 TON PICKUP	1991	1ETEF15N2RNA09927	E006375	27549
#24	GMC 1 1/2 TON SPRAY RIG	1973	TCM61V610881	E624747	NONE
#25	CHEV 1/2 TON PICKUP	1990	1GCDC14Z81Z236143	E295410	22831
#26	OLDS CUTLESS 4 DR SDN	1986	JG3GR69A7GR353618	E291755	NONE
#28	GMC 2 1/2 TON WATER TRL	1959	FMW5598ES2110K	E263020	NONE
#41	INTL 2.0 TPM SERVICE TR	1951	A1063	E604074	NONE
#44	DODGE 1/2 TON PWR WGN	1952	88767122	E149257	NONE
#52	DODGE 2 1/2 TON DUMP	1970	061FGJ2106328	E476957	NONE
#53	GMC 1/2 TON SPRAY RIG	1989	GTEC14H1LK562659	E270083	27795
#60	FORD 1/2 TON PICKUP	1991	2FTEF15NXMCA23234	E342539	27658
#68	DODGE 1/2 TON DAKOTA PL	1990	1B7FL23X5LS733367	E006374	22783
#71	STUDE 2 1/2 TON BOOM TR	1953	M324611	E358607	NONE
#73	YAMAHA ATV	1989	JY43HPWO5KC00KK86	E23K68	NONE

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HEAVY DUTY EQUIPMENT LIST

EQUIP	DESCRIPTION	YEAR	EQUIPMENT	LICENSE
NO		MODEL	IDENTIFICATION	NUMBER
#13	CATERILLAR D-4 DOZER	1946	2T93573	NONE
#15	INTL F-606 TRACTOR	1966	2353 MACH 7141	NONE
#17	CATERILLAR GRADER	1946	8T15425 #12 MOTOR PATROL	NONE
#27	JOHN DEERE GRADER	1983	SN-403985 MOD 672A	NONE
#28	CATERPILLAR GRADER W/RIP	1971	B9H799 SERIES 508204	NONE
#30T	TRAILER 2 AXLE 1/2 TON	N/A		NONE
#31	CHAMPION FORK LIFT	1962	CC1156	E628972
#32	ECONOLINE TRAILER	1995	42EDPHF45T1001141	E948871
#33	WELDING TRAILER	1968	CA112682	E310598
#34	PUMP OIL TRAILER	1968	CA1121683	E310576
#36	TRAILER TILT BED	N/A	TD-5-SP-DC23201	NONE
#37	JAGER AIR COMPRESSOR	N/A		NONE
#38	GALLION ROLLER	N/A	F226F7903 MOD T-5631193	NONE
#46	CASE BACKHOE W/LOADER	1982	9053448 5435471 MOD 580	NONE
#48	LINKBELT PORTABLE DRAGLIN	1969	781925Q322376 20-T-500	E538075
#48T	DRAGLINE FORK TRAILER	N/A	DR1065536T	E304837
#51	GMC DIESEL STATIONARY PUI	N/A	F-3073-4	NONE
#54T	TRAILER 2 WHEEL CARGO 3/4	N/A	S/N 4231	E323234
#56	TOWNER DISC	1981	G-1237 510-262	NONE
#59T	TRAILER 2 AXLE 3/4 TON	1952	S/N 223041	NONE
#61	COMPRESSOR SULLAIR MOD	1993	S/N 004111618	NONE
#62	CLARK FORK LIFT	1967	S/N 44387 MODEL 1689951	NONE
#63	TRAILER LAWN AND GARDEN	1991	HERKY GONSALVES MODEL	E310576
#64	TRAILER PUMP MOUNTED 4"	N/A	GOMAN RUPP PUMP W/DIESE	NONE
#65	CONSTR MACHINE DUAL 8" PL	N/A	S/N 764829 MODEL # 14A2	NONE
	TRAILER MOUNTED W/DIESEL	N/A	ENGINE TYPE 10541 S/N 411014	
#66	COMPRESSOR WESTINGHOUSE			
#69	HYSTER FORK LIFT	1966	C6D4634L	NONE
#70	CASE BACKHOE W/LOADER	1980	9004601	E282039
#72	JOHN DEERE LOADER	1973	EB3T/096704T MOD 544-A	
#74	10" PORTABLE PUMP 3 POINT	1994	14085	
	HOOK UP			
#760	JOHN DEERE W/ELEV SCRAPE	1966	373 R015906 MOD 760	NONE
			SCRAPER S/N 0011024	

REVISED OCTOBER 31, 1995

EXHIBIT C

**ADDENDUM TO
AGREEMENT BETWEEN THE
SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
AND THE PANOCHÉ DRAINAGE DISTRICT
FOR THE PROVISION OF SUPPLEMENTAL O&M ACTIVITIES
ON THE SAN LUIS DRAIN FOR PURPOSES
OF THE GRASSLAND BYPASS CHANNEL PROJECT**

This Addendum to that certain Agreement Between the San Luis & Delta-Mendota Water Authority and the Panoche Drainage District for the Provision of Supplemental O&M Activities on the San Luis Drain for Purposes of the Grassland Bypass Channel Project dated as of December 12, 1996 (the Agreement).

RECITALS

A. The San Luis & Delta-Mendota Water Authority (Authority) and the Panoche Drainage District (PDD) have entered into the Agreement setting forth the terms and conditions under which the PDD provides operation and maintenance activities necessary to implement the Authority's San Luis Drain Supplemental O&M Plan on that portion of the San Luis Drain utilized to carry out the Grassland Bypass Channel Project, described in the Agreement as the reach between Check 19 and the terminus at Mud Slough (North); and

B. The operation and maintenance services provided by PDD benefit, and are paid for by, members of the Authority and other Participating Parties who have entered into the Grassland Basin Drainage Management Activity Agreement (the Activity Agreement Members).

C. The Grassland Bypass Project has recently been continued for a new term of eight years, through December 31, 2009, and the Agreement concerning PDD's activities to implement the Authority's San Luis Drain Supplemental O&M Plan remains in effect.

D. The Authority and PDD now desire PDD to provide the baseline level of operation and maintenance functions for that portion of the San Luis Drain that is used for purposes of the Grassland Bypass Channel Project, as described in items 1 through 5 of Section 5.8.1 of Exhibit D to that certain Agreement to Transfer the Operation, Maintenance and Replacement and Certain Financial and Administrative Activities Related to the San Luis and Delta-Mendota Canals, Tracy Pumping and O'Neill Pumping/Generating Plant, San Luis Drain and Associated Works between the United States of America and the Authority, Contract No. 8-07-20-X0354 (the Transfer Agreement), a copy of said Exhibit D being attached hereto and by this reference incorporated

herein (the Baseline O&M).

E. The Authority is also obligated by the Transfer Agreement to perform certain administrative activities, such as processing requests for permits for encroachments or for use of the right-of-way on this portion of the San Luis Drain, the costs of which also constitute a portion of the Baseline O&M.

F. The Activity Agreement Members, acting through the Steering Committee of the Grassland Basin Drainage Management Activity Agreement, are willing to pay for services of PDD in performing the Baseline O&M, as well as the San Luis Drain Supplemental O&M Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the facts stated in the recitals above and of the terms and conditions set forth below, the parties agree as follows:

Section 1. Term of Addendum. This Addendum to the Agreement shall be effective as of March 1, 2002, and shall remain in full force and effect for the duration of the Grassland Bypass Channel Project, or until 30 days after either party provides notice of its termination to the other party.

Section 2. Baseline O&M. PDD shall provide to the Authority the Baseline O&M Services described in items 1 through 5 of Section 5.8.1 as set forth in Exhibit D attached to this Addendum and by this reference incorporated herein.

Section 3. Administrative Activities Reimbursement. As part of performing the Baseline O&M Services, PDD shall reimburse the Authority the actual cost of administrative activities performed by the Authority on this section of the San Luis Drain as required by the Transfer Agreement.

Section 4. Terms of the Agreement Applicable. The terms governing PDD's provision of services to implement the San Luis Drain Supplemental Plan shall apply to PDD's provision of the Baseline O&M Services, and except as modified by the addition of the Baseline

O&M Services pursuant to this Addendum, the Agreement shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the year and first set forth above.

SAN LUIS & DELTA-MENDOTA
WATER AUTHORITY

PANOCHÉ DRAINAGE DISTRICT

By _____
DANIEL G. NELSON, Executive Director

By _____
DENNIS FALASCHI, General Manager

I, Joseph C. McGahan, Regional Coordinator of the Grassland Basin Drainage Management Activity Agreement, hereby acknowledge that the Steering Committee of the Activity Agreement on February 22, 2002 considered the above Agreement, has approved funds in the Grassland Basin Drainage Management Activity Fiscal Year 2003 Budget to cover the O&M costs arising from the above Agreement, and acknowledges that such funds are payable to Panoche Drainage District pursuant to the Agreement.

Joseph C. McGahan, Regional Drainage Coordinator
Grassland Basin Drainage Management Activity Agreement

EXHIBIT D

BASELINE OM&R ACTIVITIES FOR THE SAN LUIS DRAIN

San Luis and Delta-Mendota Water Authority

5.8 SAN LUIS DRAIN AND REDFERN DRAIN

5.8.1 General

The Authority shall provide baseline operation and maintenance functions for the San Luis Drain. The baseline level of maintenance required is that necessary to protect the public, protect the government from liability, and prevent deterioration of the facility. The baseline level of maintenance consists of the following work:

1. Maintain/replace STOP signs and HIGH VOLTAGE OVERHEAD signs.
2. Grade/maintain operation and maintenance roads.
3. Vegetation control on the roads and inside canal banks.
4. Remove junk/debris dumped on Drain right of way.
5. Check structure maintenance required to operate Drain.
6. Redfern Drain maintenance.

If Reclamation, at a later date, determines that the San Luis Drain should be made fully operational, the operation and maintenance functions as described below shall constitute operation and maintenance functions for all segments of the Drain and related facilities; Provided, however, the Authority shall have no obligation to provide operation or supplemental maintenance functions for any segments of the San Luis Drain for which a use agreement has been executed. 'Supplemental Maintenance' is defined as any maintenance, including panel or lining replacement, necessary for maintenance of the Drain as a useable facility pursuant to a use agreement, and includes but is not limited to maintenance of any facilities modifying, added to or related to the San Luis Drain which may be constructed or installed pursuant to any use agreement.

5.8.1.1 The Authority shall operate and maintain the drains, the surrounding right-of-way and all appurtenances listed in Technical Exhibit 4B, to meet the serviceability standards established in the mandatory directives stated in this Performance Work Statement, Provided, however, the Authority shall not be obligated to operate any segment of the Drain for which a license or use agreement has been granted, except as specifically provided herein.

5.8.1.2 The availability of funds will dictate the level of maintenance performed on the San Luis Drain. At a minimum the baseline level of maintenance, as mentioned in paragraph 5.8.1, shall be performed. The maintenance standards for normal maintenance on the San Luis Drain are described in this Section of the Performance Work Statement.

5.8.1.3 In the event there is no standard or procedure for a function, it shall be the responsibility of the Authority to develop such standards and procedures subject to approval by a designated Reclamation official before the proposed standards and procedures are implemented by the Authority. If the Authority determines that established standards and procedures should be changed, such changes shall be written and provided to the GCAO through the Government Representative (GR). Any changes must receive written approval from the GCAO before being implemented by the Authority.

5.8.1.4 The Authority shall review applications and may issue permits for temporary uses of the San Luis Drain for one year or less which do not involve a use for discharge into any waters of the State, in accordance with the authority granted under Sections 5.1.2.2 and 5.1.2.4 of this Performance Work Statement. The Authority shall notify Reclamation of all permits issued.

5.8.1.5 Reclamation shall remain responsible for review and action upon all requests for use of the San Luis Drain for a term of one year or longer, or which involves a use for discharge to waters of the State. Should the Authority receive such a request, it shall forward the request to Reclamation in accordance with Section 5.2.1.2.3 of the PWS. Because of the importance of coordination of activities on all segments of the drain, Reclamation shall

provide the Authority with notice and opportunity to participate in any decisions concerning use agreements for terms longer than one year and/or for a use for disposal of water and shall provide the Authority with a current list of key contacts under all such use or agreements.

5.8.2 Check Structures

5.8.2.1 On the San Luis Drain there are check structures with boards for control. The structures are located between milepost 78.64 and 163.47. (See Technical Exhibit 4B)

5.8.2.2 The Authority shall perform the following work, but shall not be limited to:

1. All metal shall maintained in good condition with touch-up painting accomplished as required.
2. Deck surfaces shall be kept cleaned of oil spills, dirt and debris.
3. Replace spill boards as necessary.
4. Clean floating debris, dead animals, wood, logs, etc., from in front and back of radial gates.

Standards

5.8.2.3 The Authority shall maintain painted metalwork to prevent corrosion.

5.8.3 Channel Maintenance

5.8.3.1 The principal components of the maintenance work performed in the San Luis Drain consist of the following work (but not limited to): debris removal, disposal of debris removed, and cleaning and repairing of weeps.

5.8.3.2 The Authority shall develop a program for silt management, which may or may not include silt removal, in consultation with the Bureau. Any silt removed shall be disposed of at a site approved by the GR.

Channel Maintenance Standards

5.8.3.3 Debris (i.e., refrigerators, couches, tires, vehicles, animals, etc.) shall be removed and disposed of properly by the Authority.

5.8.3.4 The Authority shall inspect weeps and repair, replace and clean out weeps as required.

5.8.3.5 The Authority may be required to remove any vehicles found in the drain or items that are floating (i.e., tires, couches, animals, etc.) and dispose of these items. However the Authority shall notify both local law enforcement officials and the GR on duty when items of value are found in the drain.

5.8.3.6 If deceased persons are found in the drain, local authorities shall be notified immediately as well as the Bureau of Reclamation, Tracy Office.

5.8.4 Drainage Channels

5.8.4.1 The drainage channels are either parallel or cross the drain. The Redfern Drain parallels the San Luis Drain between MP 111.76 and MP 116.30. The Authority shall properly maintain the Redfern Drain until such time as the obligation of maintenance is assumed by the Poso Canal Company or the Firebaugh Water District.

5.8.4.2 The principal components of the maintenance work performed on the drainage channels includes but is not limited to:

Removing weeds, silt and debris; erosion repair and control; trash removal; grading; cleaning culverts, weed control; excavation cleanup and removal.

Drainage Channel Standards

5.8.4.3 The Authority shall before the beginning of the rainy season (generally November 1) remove weeds, silt and debris; repair washes and sloughs, stabilize and protect from erosion where required.

5.8.4.4 The Authority shall inspect channels and culverts during and after rainstorms and clean as necessary.

5.8.5 Rights-of Way and Dust Abatement

5.8.5.1 The principal components of the maintenance work performed on rights-of-way, and drain spoil banks, includes but are not limited to the following work:

Erosion repair and control; weed and rodent control; grading; mowing; drainage; dust control; trash removal; excavation; cleanup; and filling rodent holes.

Rights of Way Maintenance Standards

5.8.5.2 The Authority in the non-rainy season (generally March 1 to November 1) shall grade and smooth the banks. Eroded areas shall be repaired by the Authority.

5.8.5.3 The Authority shall complete excavation cleanup and disposal required for channel or right-of-way maintenance or repair in the non-rainy season.

5.8.5.4 The Authority shall provide supplemental drainage where needed and maintain established drainage.

5.8.5.5 The Authority shall keep the banks free of any trash or any material that is not native to the banks.

5.8.5.6 The Authority shall fill rodent holes on the inside slope before the rainy season.

Dust Abatement Standards

5.8.5.8 The Authority shall carry out proper and efficient measures wherever and as often as necessary to reduce the dust nuisance and to prevent dust originating from the Authority's operations from damaging crops, orchards, cultivated fields and dwellings or causing a nuisance to persons. The Authority shall comply with Federal, State and local dust control regulations.

Inlet Drains

5.8.6.1 On the San Luis Drain there are drains 8 inches in diameter to drain water collecting along the O&M roads into the drain.

5.8.6.2 The Authority shall keep inlet drain entrances and outlets cleaned of weeds, rocks, and debris; repair drain lining; and repair or replace damaged inlet drain structures.

5.8.6.3 As required, the Authority shall replace or repair and lubricate hinge pins; replace or repair broken or cracked flap valves; seal flap valves to prevent leakage out of the canal; and clean and/or sandblast, prime and paint flap gates.

Inlet Drains Standards

5.8.6.4 The Authority shall inspect inlet drain structures annually for damage.

5.8.6.5 The Authority shall check operation of flap gates and drain inlets prior to rainy season and also check operation of the flap gates during and after rainstorms and repair as necessary.

5.8.6.6 The Authority shall maintain painted metalwork to prevent corrosion.

Storm Runoff

5.8.7.1 Certain facilities are provided to allow storm runoff or natural runoff to cross the San Luis Drain. There are some areas where water may stand along the outside of the drain embankment.

5.8.7.2 The principal components of the maintenance work performed for storm runoff consist of but are not limited to the following:

Debris removal, pumping, grading, smoothing, and excavation removal and disposal.

Storm Runoff Standards

5.8.7.3 During and after storms the Authority shall inspect crossings and remove debris (such as rocks, grass, tree limbs, trash) as required.

5.8.7.4 When standing water accumulates on the outside of the drain embankment, endangering the embankment, the Authority shall pump the water into the drain as soon as practical.

Concrete Lining

5.8.8.1 The entire San Luis Drain is concrete lined. The usual thickness of the lining is 2.5 inches.

5.8.8.2 The principal components of the maintenance work for concrete lining consists of but shall not be limited to the following:

Crack filling, filling voids behind the lining, temporary repairs with sand bags, riprapping and placing concrete.

Concrete Lining Standards

5.8.8.3 The Authority shall observe during daily patrols for any signs of cracking or movement of the lining. During both the dewatering and normal operations of the drain, minor cracks shall be sealed by the Authority with joint compound and broken lining shall be removed and replaced with new

concrete to the lines and grades for that area as set forth in the original design of the drain.

5.8.8.4 Concrete repair or replacement shall be in accordance with the latest standards set forth in the U.S. Bureau of Reclamation Concrete Manual.

5.8.8.5 A summary of typical sections and where they were used can be found in the structure list for the San Luis Drain. (See Technical Exhibit 4B)

5.8.8.6 The Authority shall inspect for voids behind the lining and shall fill voids before the rainy season begins (generally November 1).

5.8.9 Riprapping

5.8.9.1 Riprapping may be required on any of the drain embankments, bridge abutments, structures, drainage channels or where creeks or streams cross over or under the drain to protect from erosion.

5.8.9.2 The principal components of the maintenance work performed on the riprap consists of but are not limited to the following:

Grading, slough repair, placement of riprapping, hauling and excavation.

Riprapping Standards

5.8.9.3 The Authority shall provide routine inspection of canal and drainage systems and other pertinent facilities for need of riprap or repair of existing riprap, and shall place new or repair existing riprap as per requirements in Technical Exhibit No 6.

5.8.9.4 When voids occur in the riprap, the Authority shall fill these voids.

5.8.10 Pest Management

5.8.10.1 Pest management activities performed on, in, or around all lands, facilities and appurtenant structures of the San Luis Drain shall be in accordance with paragraph 5.2.18.

5.8.11 Road Maintenance

5.8.11.1 On the San Luis Drain there are approximately 170 miles of roadway. The roadway consists of 4 inches of gravel surfacing on both sides of the drain.

5.8.11.2 The width of these roadways is 14 feet (minimum).

5.8.11.3 The principal components of the maintenance work performed on the roadways includes but are not limited to:

Grading, filling potholes, dust control, weed control, watering, sloping, surfacing, material hauling, and signing the roadways.

Road Standards

5.8.11.4 The roads shall have the potholes filled and the roadways maintained before the rainy season (generally the rainy season is November 1 through March 1) by the Authority.

5.8.11.5 After the rainy season, the Authority shall repair road areas that are causing safety and vehicle maintenance problems.

5.8.11.6 The Authority shall keep the all roads passable for operations and maintenance vehicles and equipment year round.

5.8.12 Signs and Reflectors

5.8.12.1 All signs are installed to provide warning, instruction, location and direction to Operations and Maintenance personnel and to the public who have access to the drain.

5.8.12.2 Some of the typical locations for signs are at road crossings of the drain, structures along the drain, and any utility crossings of the drain (ie, power, telephone, irrigation, etc.), and drain crossings.

5.8.12.3 Principal components of the maintenance work performed on signs consist of the following work, but not limited to:

Installing, repairing, replacing and painting of signs.

Sign Standards

5.8.12.4 The Authority shall inspect/inventory signs and repair, replace or paint as required by Reclamation Instructions 353.1.

5.8.12.5 The Authority shall maintain painted signs so they are bright and readable from a distance of 100 feet.

5.8.13 Gates

5.8.13.1 Gates can vary from standard chain-link with 3-strand barbed wire top, double opening, chain link gates to standard barbed wire, wood post stock

fence gates, wood gates, etc. They will vary in height and width depending on need.

5.8.13.2 The principal components of the maintenance work performed on gates consist of but are not limited to the following work:

Adjusting swing, repairing, replacing, painting, repairing or replacing reflectors, repairing or replacing locking system and lubricating.

Gate Standards

5.8.13.3 The Authority shall inspect and replace, repair, paint and lubricate as required to keep gates in good operating condition.

5.8.13.4 The Authority shall maintain the painted metalwork to prevent corrosion.

5.8.14 Fence Repair

5.8.14.1 This work covers all fencing on the San Luis Drain Right-of-Way.

5.8.14.2 Types of fenced areas are:

Drain bank right-of-way, system structures (checks, siphons, etc.), and maintenance yards.

5.8.14.3 Types of fences used in the San Luis Drain area are:

barbed wire, 4-strand or 5-strand with steel and wood posts and chain link ranging from a height of 4 feet to 8 feet with 3-strand barbed wire top.

5.8.14.4 The principal components of the maintenance work performed on fences consist of the following work but not limited to:

Repair, replacement, removal and painting.

Fence Repair Standards

5.8.14.5 The Authority shall inspect safety fences along the canal and around or on structures and repair, replace and paint as required.

5.8.14.6 The Authority shall provide routine inspection of right-of-way for repair or replacement of fences as necessary.

5.8.14.7 Fences shall be replaced, repaired and maintained by the Authority to the standards set forth in the following drawings and safety design standards:

1. Drawing No. 40-D-6270 - Woven or barbed wire - steel posts
2. Drawing No. 40-D-6271 - Woven or barbed wire - wood posts
3. Drawing No. 40-D-6261 - Rural safety fencing
4. Drawing No. 40-D-6268 - School and urban safety fencing
5. Drawing No. 40-D-5410 - Switchyards and substations
6. Drawing No. 40-D-6272 - Deer-proof fencing
7. Drawing No. 2-D-89 - Safety fence and safety cable
8. Design Standards, chapter 3, figure 4, paragraph 3.7, Safety Fence Extension Protects Underground Works
9. Design Standards, chapter 3, figure 9, paragraph 3.18 and figure 10, paragraph 3.19, Escape Devices for Canals
10. Design Standards, chapter 3, figure 5 and 6, paragraph 3.8, Guardrail and Handrail Installations

5.8.15 Guardrail

5.8.15.1 Guardrail are used to provide protection to structures, to equipment, to keep vehicles out of the drain, and for employee safety. Typical locations are where roads cross the drain, where a road dead-ends into the drain, and where operating roads go by structures or stationary equipment. Guardrail may be made of the following materials and combinations thereof: pipe, wood and metal.

5.8.15.2 The principal components of the maintenance work performed on guardrail include but are not limited to the following work: Repairing, replacing, painting, and constructing as needed.

Guardrail Standards

5.8.15.3 The Authority shall inspect and repair, replace, and paint guardrail as required.

5.8.16 Ladders, Safety Nets and Floats

5.8.16.1 Ladders are placed along the drain and upstream of checks and siphons. Cables with floats are also upstream of all checks and siphons along the drain.

5.8.16.2 The principal components of the maintenance work for the ladders, and floats include but are not limited to the following:

Repairing, replacing, painting, welding, checking tension in cables and removing debris from nets and flotation lines.

Ladders, and Floats Standards

5.8.16.3 During the operation season, the Authority shall inspect the floats and repair or replace as required.

5.8.16.4 The Authority shall inspect the ladders annually and during dewaterings and repair or replace as required.

5.9 SAN LUIS DRAIN OPERATIONS

5.9.1 Management of Discharge

5.9.1.1 Except as otherwise provided in this Performance Work Statement, the Authority shall manage all segments of the San Luis Drain subject to this Performance Work Statement to the extent feasible to achieve zero discharge.

5.9.1.2 Constrained by the limitation of zero discharge, provision for storage of any inflow that exceeds evaporation must be obtained within the channel prism. The probability of successfully maintaining zero discharge is maximized by maximizing the available empty channel prism capacity to contain excess inflow.

5.9.1.3 The inflow is a function of the differential hydrostatic head between the ground-water table and the water surface within the drain. Minimizing the differential elevation by which the ground-water table exceeds the drain's water surface minimizes the ground-water seepage into the drain. Such reduction in the differential hydrostatic head has been accomplished by adding flash boards to check structures, thus raising the water surface.

5.9.1.4 The ground-water table profile naturally follows the slope of the land, which is a steeper gradient than the water surface profile behind each check structure. Thus, for many of the long reaches between check structures, it is not possible to add sufficient height of flash board to raise the water surface above the ground-water table at the far end and keep the water surface below the lining at the near end.

5.9.1.5 A water surface above the lining will erode the unprotected berms, which could lead to overtopping of the channel banks and possible washout and associated damage to drain structures and adjacent property. Thus the management of water storage in the drain is also constrained by the maximum height of the lining.

5.9.1.6 Lands adjacent to the drain from Check 10 to Check 15 are flooded to support seasonal wetlands from September through March. By checking the water surface up to the top of the lining, the seasonal inflow to this reach of the drain can be minimized. Spillage to downstream reaches is limited to the capacity of those reaches. If the capacity of downstream reaches appears likely to be exceeded, then earthen plugs should be placed in those reaches of inflow where the drain's water level can be raised above the crest of the downstream check structure without overtopping the lining.

5.9.2 Exposure of Sediments

5.9.2.1 Not used.

5.9.2.2 If water is added to the drain at no expense, can be shown to be of no environmental hazard, does not significantly lower the drain's capacity to contain all inflow, then no action to remove or regulate the flow is warranted. Water entering the drain upstream of Check 41 is limited only by the capacity of the drain above Check 41 and is not considered a liability to the drain's capacity below Check 10.

5.9.3 Groundwater Monitoring

5.9.3.1 The Authority shall provide periodic observations of the water depth below the lining above each check structure to adequately manage the containment of all inflow to the drain.

5.9.4 Use Agreements

5.9.4.1 The Authority shall have no obligation under this Performance Work Statement to operate any segment of the San Luis Drain which is the subject of a use agreement with any third party, and any such use agreement between the Bureau of Reclamation and the third party will assign to the third party user operating responsibilities for that portion of the drain to which the use

agreement applies for its duration. Any such use agreement shall require the third party user to comply with all laws, obtain any and all required permits for discharges from the Central Valley Regional Water Quality Control Board, to manage all drainwater placed in the drain pursuant to the use agreement, and to hold the Authority harmless to the same extent as Reclamation for such operations. Reclamation shall notify the Authority of all such use agreements as required in Section 5.7.1.4 above, and the Authority shall coordinate with the key contact of the user any operations which require coordination. The Authority shall notify Reclamation of all permits issued under section 5.7.1.4, and the Authority shall coordinate with the key contact of the user any operations which require coordination.

5.9.4.2 The third party under a use agreement shall not be required to include in such party's maintenance program maintenance activities to be assumed by the Authority under this PWS.

5.9.5 Emergency Discharge

5.9.5.1 In the event local precipitation, flooding, or other uncontrollable or flows create an emergency situation in which the San Luis Drain cannot be managed to achieve zero discharge without damage to the Drain, the Authority may be required to make emergency discharges. Any such discharges shall be made, in consultation with Reclamation and with any user under a use agreement for segments of the Drain downstream from segments which will spill, and the Authority shall coordinate its actions with those of the downstream user to minimize impacts on such user. The Authority shall be responsible for obtaining any permits required for such emergency discharge.



Official Memorandum

PO Box 2157
Los Baños, CA 93635
sldmwa.org

To: SLDMWA Board of Directors, Alternates
From: Federico Barajas, Executive Director
Date: December 11, 2025
RE: Update on Fiscal Year 2026 Strategic Plan Implementation Progress

Background

The San Luis & Delta-Mendota Water Authority Board of Directors first adopted a Strategic Plan in July 2019. Subsequently, the Board adopted a 2023 Strategic Plan in October 2023. Staff then created an implementation plan with detail relating to the adopted goals and objectives. This memorandum provides an end of Fiscal Year 2026 update on Strategic Plan implementation progress. No Board action is required.

1. Strategic Plan Goals and Objectives

1	GOAL: Sustainable Water Resources.
1.1	OBJECTIVE: South-of-Delta water supply reliability is maximized.
1.2	OBJECTIVE: Pursue water infrastructure projects that benefit south-of-Delta water supplies.
1.3	OBJECTIVE: The Water Authority engages in regulatory, legislative, legal, and administrative venues to optimize water supply.
1.4	OBJECTIVE: The Water Authority's scientific studies and communication are considered credible in relevant legislative, scientific, regulatory, and public arenas.
1.5	OBJECTIVE: The Water Authority is engaged in collaborative efforts to assist disadvantaged communities within its service area to have adequate and safe drinking water.
1.6	OBJECTIVE: 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.
1.7	OBJECTIVE: Activity Agreements are periodically revisited, and the Water Authority's role relative to specific Activity Agreements is modified or ended as appropriate.
2	GOAL: Financial Management is Planned Over the Longest Reasonable Time Frame.
2.1	OBJECTIVE: Long-term financial plans identify all significant long-term costs and funding.
2.2	OBJECTIVE: Water Authority members affirm that financial reporting is clear, adequate, and understandable.
2.3	OBJECTIVE: Grants and other favorable public and private funding help fund water infrastructure projects that benefit south-of-Delta water supplies.
2.4	OBJECTIVE: Audits, accounting true-ups, and related financial reports are completed promptly.
2.5	OBJECTIVE: The cost allocation for the Legislative and CVP Operational Affairs (Leg/Ops) fund has been reevaluated, and changes considered.
3	GOAL: Reliable and Cost-Effective Operations, Maintenance, and Replacement.
3.1	OBJECTIVE: EO&M and RO&M activities are planned and proactively implemented on schedule for the lowest cost and with the least disruption to regular operations.
3.2	OBJECTIVE: Preventive maintenance is undertaken with the longest reasonable planning horizon for long-term cost-effectiveness and reliability.

3.3	OBJECTIVE: The Water Authority is prepared to mitigate and recover from unplanned events and maintain cybersecurity.
3.4	OBJECTIVE: Technology is used to lower costs and improve the quality of EO&M and RO&M projects and activities.
3.5	OBJECTIVE: Communication with the Board, member agencies, and Reclamation on OM&R issues and activities is timely, complete, and clear.
3.6	OBJECTIVE: The Water Authority's office spaces are optimized for location and long-term cost-effectiveness.
4	GOAL: Effective Communication and Engagement with Members and Key Stakeholders.
4.1	OBJECTIVE: General public understanding and support for issues the Water Authority supports is increasing.
4.2	OBJECTIVE: The Water Authority supports collaborative programs to educate the broader public in California about critical issues important to the Water Authority.
4.3	OBJECTIVE: Understanding and support for the Water Authority and its objectives from key identified stakeholders is increasing.
4.4	OBJECTIVE: The Authority's logo and branding design is updated.
5	GOAL: A High-Performing Staff and Board.
5.1	OBJECTIVE: Key positions are identified, and there is at all times more than one person prepared to carry out each identified key role as an interim successor in a reasonably proficient manner.
5.2	OBJECTIVE: A succession and knowledge retention plan is in place for each key position.
5.3	OBJECTIVE: Trained and experienced staff are in place and have the resources to meet the rapidly growing demands of the EO&M program and other critical functions.
5.4	OBJECTIVE: Staff are motivated, trained, and working together effectively to meet the goals and priorities of the Water Authority.
5.5	OBJECTIVE: Staff culture is being actively developed and nurtured.
5.6	OBJECTIVE: The Board's culture, Board and management team roles and relationships, and sense of being a team are actively being developed and nurtured.

2. Implementation Plan

Following Board adoption of the 2023 Strategic Plan, staff broke down the various objectives into implementation actions, including internal deadlines, staff leads, and information regarding frequency of recurrence. For Fiscal Year 2026, the following five implementation actions were identified as “Core” actions, and twenty-two actions were identified as “High Priority” actions:

“CORE” Priority Actions

- 1.1.1: Operate Central Valley Project facilities efficiently, reliably, and cost effectively.
- 1.3.5: Proactively participate in state and federal legislative affairs, consistent with annually adopted Fiscal Year Objectives and Strategic Plan Objectives.
- 2.2.5: Continue providing timely financial updates regarding Activity budgets and cost allocation.
- 3.1.1: Develop and manage an annual OM&R calendar that includes Plant Annual Maintenance activities, approved EO&M projects, Plant Outages/Clearances, and forecasted pumping information, including coordination with Reclamation and member agencies.
- 3.1.2: Continue to develop and manage annual OM&R budgets to ensure facilities remain reliable at a reasonable cost.

High Priority Actions

- 1.1.4: Establish and implement 2024 Drought Plan Pilot Project.
- 1.2.1: Proactively pursue storage and conveyance projects.
- 1.2.4: Pursue federal, state, regional, local, and private funding opportunities.
- 1.4.2: Improve science communication by coordinating Science Plan implementation with Communications Plan.
- 1.5.3: Develop, in coordination with DAC Stewardship Workgroup established in 1.5.2, a master plan for improving water security for frontline communities in the region.
- 1.7.1: Evaluate future management of Grassland Basin Drainage Management Activity Agreement.
- 1.7.4: If appropriate, develop and initiate transition plan for 1.7.3 [DM Subbasin SGMA Services Activity Agreements].
- 2.1.2: Ensure extraordinary operation, maintenance, and replacement (EO&M) / capital improvement project (CIP) plan reflects accurate project costs that are compliant with Reclamation's Directives and Standards (D&S).
- 2.2.2: Produce monthly reporting that can be easily accessed on the Water Authority website.
- 2.2.3: Implement a structure to produce monthly board packages with sufficient detail to address changes and variances.
- 2.4.2: Transition "Cash Basis" manual accounting process to NetSuite and create processes and procedures to address water accounting within NetSuite.
- 3.1.5: Identify opportunities to streamline procurement and contracting process.
- 3.2.1: Develop and manage an effective PM program for all Water Authority-managed facilities to ensure reliability.
- 3.2.3: Develop, prioritize, and manage annual maintenance activities at each Water Authority-managed facility to ensure reliability of plant(s) and structures.
- 3.3.1: Establish and convene a Cybersecurity Team.
- 3.4.1: Select, install, and implement a document management system.
- 3.4.2: Streamline budgeting process by integrating software tools.
- 3.4.5: Standardize office software to eliminate recurring issues and reduce IT support calls.
- 3.6.1: Identify viable options for Los Banos Administrative Office considering staffing needs and levels.
- 4.4.3: Update website and other materials consistent with new logo/branding, through implementing relevant sections of the communications plan developed in 4.1.1.
- 5.1.2: Identify key positions with specialized knowledge that are more challenging to recruit.
- 5.2.1: Develop and maintain a succession plan for each key position.

Attachment 1 to this memorandum provides a detailed update on the status of the above actions.

Staff will identify new High Priority actions for Fiscal Year 2027 in the coming months.

Attachment

Strategic Plan Implementation Progress Document

Attachment 1 – Strategic Plan Implementation Progress

Goal 1: SUSTAINABLE WATER RESOURCES.		
Objective 1.1 South-of-Delta water supply reliability is maximized.		
IN PROGRESS	1.1.1 CORE : Operate Central Valley Project facilities efficiently, reliably, and cost-effectively.	Major milestone accomplished with completion of Action 5. New ROD signed by Reclamation on 12-04-25.
COMPLETE	1.1.4 HIGH : Establish and implement 2025 Drought Plan Pilot Project.	Working to transition into 2026 Pilot Project.
Objective 1.2 Pursue water infrastructure projects that benefit south-of-Delta water supplies.		
ONGOING	1.2.1 HIGH : Proactively pursue storage and conveyance projects.	Obtained CALTRANS letter significantly reducing Highway 152 costs associated with B.F. Sisk Dam Raise project. Progressed toward initiation of DMC Subsidence Correction Project Phase 1.
ONGOING	1.2.4 HIGH : Pursue federal, state, regional, local, and private funding opportunities.	Numerous opportunities pursued, including by sending letter to President requesting \$250 million for DMC Subsidence Correction Project.
Objective 1.3 The Water Authority engages in regulatory, legislative, legal, and administrative venues to optimize the water supply.		
IN PROGRESS	1.3.5 CORE : Proactively participate in state and federal legislative affairs, consistent with annually adopted Fiscal Year Objectives and Strategic Plan Objectives.	2025 has been a very active year both at State and Federal levels.
Objective 1.4 The Water Authority's scientific studies and communication are considered credible in relevant legislative, scientific, regulatory, and public arenas.		
IN PROGRESS	1.4.2 HIGH : Improve science communication by coordinating Science Plan implementation with Communications Plan.	Science plan being coordinated with other stakeholders.
Objective 1.5 The Water Authority is engaged in collaborative efforts to assist disadvantaged communities within its service area to have adequate and safe drinking water.		
IN PROGRESS	1.5.3 HIGH : Develop, in coordination with DAC Stewardship Workgroup established in 1.5.2, a master plan for improving water security for frontline communities in the region.	Draft document in place; working with DAC Stewardship Workgroup on next steps.
Objective 1.7 Activity Agreements are periodically revisited, and the Water Authority's role relative to specific Activity Agreements is modified or ended as appropriate.		
COMPLETE	1.7.1 HIGH : Evaluate future management of Grassland Basin Drainage Management Activity Agreement.	Plan for activities under Grassland Basin Drainage Management Activity Agreement to be transitioned to Grassland Basin Authority.

IN PROGRESS	1.7.4 HIGH: If appropriate, develop and initiate transition plan for 1.7.3 [DM Subbasin SGMA Services Activity Agreements].	Transition plan in place along with FY27 budget coordination.
Goal 2. FINANCIAL MANAGEMENT IS PLANNED OVER THE LONGEST REASONABLE TIME FRAME.		
Objective 2.1 Long-term financial plans identify all significant long-term costs and funding.		
COMPLETE	2.1.2 HIGH: Ensure extraordinary operation, maintenance, and replacement (EO&M) / capital improvement project (CIP) plan reflects accurate project costs that are compliant with Reclamation's Directives and Standards (D&S).	10 Year plan has been updated with cost estimates provided through a consulting agreement.
Objective 2.2 Water Authority members affirm that financial reporting is clear, adequate, and understandable.		
IN PROGRESS	2.2.2 HIGH: Produce monthly reporting that can be easily accessed on the Water Authority website.	Gravity Budgeting Software will provide this functionality; reporting is being developed.
ONGOING	2.2.3 HIGH: Implement a structure to produce monthly board packages with sufficient detail to address changes and variances.	While reporting is established, continuous improvement/enhancement to the structure is being developed with the Gravity implementation.
ONGOING	2.2.5 CORE: Continue providing timely financial updates regarding Activity budgets and cost allocation.	Process is continuing with expected enhancements in FY27.
Objective 2.4 Audits, accounting true-ups, and related financial reports are completed promptly.		
COMPLETE	2.4.2 HIGH: Transition "Cash Basis" manual accounting process to NetSuite and create processes and procedures to address water accounting within NetSuite.	"Cash Basis" migration to NetSuite for WY24 was completed and development of enhanced reporting continues.
Goal 3. RELIABLE AND COST-EFFECTIVE OPERATIONS, MAINTENANCE, AND REPLACEMENT.		
Objective 3.1 EO&M and RO&M activities are planned and proactively implemented on schedule for the lowest cost and with the least disruption to regular operations.		
IN PROGRESS	3.1.1 CORE: Develop and manage an annual OM&R calendar that includes Plant Annual Maintenance activities, approved EO&M projects, Plant Outages/Clearances, and forecasted pumping information, including coordination with Reclamation and member agencies.	Calendar in place; working to finalize design, format, and content (external vs. internal). Verifying and updating outage dates, special projects, completion dates and data entries. Working with SLDMWA Operations and CVO on approved outage requests from USBR for FY27. Goal is to have the calendar format and management process completed by 12/31/25.
ONGOING	3.1.2 CORE: Continue to develop and manage annual OM&R budgets to ensure	Proposed FY27 Budget has been prepared and submitted for approval.

	facilities remain reliable at a reasonable cost.	
IN PROGRESS	3.1.5 HIGH: Identify opportunities to streamline procurement and contracting process.	Contract Specialist position was moved to the Engineering Department to streamline the EO&M Project contract development, review, approval and administration processes. Development and implementation of a paperless Purchase Order invoicing and closeout procedures is in progress with an anticipated implementation date in early January 2026.
Objective 3.2 Preventive maintenance (PM) is undertaken with the longest reasonable planning horizon for long-term cost-effectiveness and reliability.		
IN PROGRESS	3.2.1 HIGH: Develop and manage an effective PM program for all Water Authority-managed facilities to ensure reliability.	PM program development in progress with an anticipated completion date of fall 2026.
IN PROGRESS	3.2.3 HIGH: Develop, prioritize, and manage annual maintenance activities at each Water Authority-managed facility to ensure reliability of plant(s) and structures.	Annual Maintenance Plan is being developed in conjunction with 3.2.1 PM Program. Anticipated completion is Fall 2026.
Objective 3.3 The Water Authority is prepared to mitigate and recover from unplanned events and maintain cybersecurity.		
COMPLETE	3.3.1 HIGH: Establish and convene a Cybersecurity Team.	Cybersecurity Team established and convened.
Objective 3.4 Technology is used to lower costs and improve the quality of EO&M and RO&M projects and activities.		
IN PROGRESS	3.4.1 HIGH: Select, install, and implement a document management system.	Vendor and solution selected; development and rollout underway. Projected to go live across the organization January 5, 2026.
IN PROGRESS	3.4.2 HIGH: Streamline budgeting process by integrating software tools.	Software tools (Gravity) were used in parallel with previous budgeting methods for the FY27 budget cycle. Streamlining is ongoing, with noted ease of entry on CIP/EO&M, and implementation of additional analytics for RO&M and Activity Agreements for this budget cycle.
IN PROGRESS	3.4.5 HIGH: Standardize office software to eliminate recurring issues and reduce IT support calls.	Office 365 has been selected and will roll out in conjunction with Document Management System as they are both built on the same Microsoft platform.
Objective 3.6 The Water Authority's office spaces are optimized for location and long-term cost-effectiveness.		

ONGOING	3.6.1 HIGH: Identify viable options for Los Banos Administrative Office considering staffing needs and levels.	In process of renewing lease for existing office space.
Goal 4. EFFECTIVE COMMUNICATION AND ENGAGEMENT WITH MEMBER AND KEY STAKEHOLDERS.		
Objective 4.4 The Water Authority's logo and branding design is updated.		
IN PROGRESS	4.4.3 HIGH: Update website and other materials consistent with new logo/branding, through implementing relevant sections of the communications plan developed in 4.1.1.	Communications consultant has been procured and staff currently working to prioritize tasks associated with this priority item.
Goal 5. A HIGH-PERFORMING STAFF AND BOARD.		
Objective 5.1 Key positions are identified, and there is at all times more than one person prepared to carry out each identified key role as an interim successor in a reasonably proficient manner.		
ONGOING	5.1.2 HIGH: Identify key positions with specialized knowledge that are more challenging to recruit.	Working with Chief Operating Officer and recruiting agencies to recruit key positions based on other local available employment opportunities.
Objective 5.2 A succession and knowledge retention plan is in place for each key position.		
ONGOING	5.2.1 HIGH: Develop and maintain a succession plan for each key position.	Working with management to develop succession plans for each department.

TERMINOLOGY

COMPLETE:	Action item completed for fiscal year.
IN PROGRESS:	Action item with clear completion has been initiated, but not yet completed.
ONGOING:	Action item with no clear completion (multi-year effort) has been initiated.
NOT YET INITIATED:	Work on action item not yet begun in earnest.



Meeting Agenda

Date & Time: 12/8/2025 | 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/81309390664?pwd=zdwDpyCaMgJyKBgd28aC6OycubbbVQi.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

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 November 3, 2025 Meeting Minutes	

5. **Recommendation to Board of Directors to Adopt Staff Recommendation for Positions on Legislation** Petersen
 - A. H.R. 6229 (Schrier), the Water Infrastructure Finance and Innovation Act Amendments of 2025
 - B. S. 2753 (Risch), Urban Canal Modernization Act
 - C. H.R. 3717 (Harder), Golden Mussel Eradication and Control Act of 2025
6. **Recommendation to Board of Directors to Adopt Policy Framework and Policy Action Plan for Fiscal Year 2027** Petersen
7. **Recommendation to Board of Directors to Adopt Fiscal Year 2027 Activity Budget** Barajas

REPORT ITEMS

8. Executive Director's Report Barajas
 (May include reports on activities within the Water Resources Committee's jurisdiction re: 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 Gov. 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 Gov. Code Section 54956.9 – 2 potential cases

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Existing Litigation Pursuant to paragraph (1) of Subdivision (d) of Gov. Code 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; 9th Cir. Case No. 25-6697 (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

DECEMBER 8, 2025

15671 W. Oakland Ave
Five Points, CA 93624

1025 Deerhaven Drive
Vista, CA 92084



Meeting Minutes

Date & Time: 11/3/2025 | 10:00 AM

Location: SLDMWA Boardroom
842 6th Street, Los

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: Absent
Division 2: Bill Diedrich, Member
Lon Martin, Alternate
Division 3: Chris White, Member
Division 4: Dana Jacobson, Alternate
Division 5: Manny Amorelli, Alternate

Division 4: Dana Jacobson, Member
Division 5: 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
Jaime McNeil, Engineering Manager
Eddie Reyes, Information Systems Technician

Board of Directors Present

Division 1: Absent
Division 2: Justin Diener, Director
William Bourdeau, Vice-Chair/Director
Bill Diedrich, Member
Lon Martin, Alternate
Division 3: Chris White, Alternate
Jarrett Martin, Director
Cannon Michael, Director

Others Present

Steve Stadler, San Luis Water District
Brian Silva, San Luis Water District
David Roose, DHR Hydro Services, Inc. (via ZOOM)
Patrick McGowan, Pacheco Water District
Ron Milligan, Milligan Consulting (via ZOOM)

Agenda

Item	Topic	Lead
1.	Call to Order/Roll Call – The meeting was called to order by Chair William Bourdeau at approximately 10:00 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 October 6, 2025 Meeting Minutes - Chair William Bourdeau deemed the October 6, 2025 meeting minutes approved, with a minor non-substantive correction.	

5. **Recommendation to Board of Directors to Execute Memorandum of Understanding to Advance a Dredging and Channel Maintenance Strategy.** – Water Policy Director Scott Petersen reviewed the memorandum included in the packet, and provided a brief background regarding siltation and diversion challenges in the South Delta. Petersen reported that the MOU is intended to demonstrate the support of signatory agencies to develop an integrated dredging and channel maintenance strategy to address channel maintenance and siltation removal efforts in the relevant areas of the Delta. Petersen reported that this group would support efforts for streamlined permitting, planning, and implementation of channel-maintenance and dredging projects. Petersen described the connection with Great Valley Farm Partnership. Petersen answered questions throughout his presentation.
M/S - Motion by Ex-officio member Cannon Michael, seconded by Alternate Manny Amorelli, the Committee authorized execution of Memorandum of Understanding to advance a Dredging and Channel Maintenance Strategy. Vote: Ayes - Michael, Bourdeau, Diedrich, White, Jacobson, Amorelli; Nays – 0; Abstentions – 0. Petersen
6. **Update on O'Neill Pumping/Generating Plant Rehabilitation Project –** Chief Operating Officer Pablo Arroyave introduced the item. Arroyave reported that contractor welding actions and resulting issues made the spare transformer inoperable, and unable to be put into service. Engineering Manager Jaime presented a PowerPoint presentation regarding "OPP Transformer Rehabilitation Project Update". Arroyave indicated that staff is discussing next steps. Staff answered questions throughout the presentation. Arroyave, McNeil
7. **Executive Director's Report** Barajas
- a. **Government Shutdown** – Executive Director Federico Barajas reported that throughout the government shutdown, Reclamation has been able to get approval to remain operational, through the end of next week. However, Department of Interior consolidated services are still affected.
 - b. **DMC Subsidence Correction Project** – Executive Director Federico Barajas reported that there is a Planning Committee meeting scheduled this afternoon. Barajas reported that the Committee will be reviewing modeling, scheduling, and key milestones. Barajas reported that the Finance & Administration Committee/Board of Directors will be considering cost allocation recommendations and action by the Board this week.
 - c. **Activity Agreement Budget** – Executive Director Federico Barajas reported that staff intend to bring the Activity Agreement Budget to this Committee for review and action next month.
 - d. **B.F. Sisk Dam Raise Project** – Water Policy Director Scott Petersen reported that the Authority received a letter from Caltrans indicating that Cottonwood Creek Embankment could proceed at 2:1 slope rather than 3:1. Petersen reported that this will be a significant

estimated cost savings, estimated to be well over \$200 million. Petersen called out the leadership of Senator Cortese and Senator Cabellero, and the support of the entire Water Authority legislative delegation in accomplishing this outcome.

8. **Update on Water Policy/Resources Activities** – Water Policy Director Petersen
Scott Petersen provided an update regarding Long-Term Operations of the Central Valley Project and State Water Project, State Water Resources Control Board Activity, including Bay-Delta Plan Update, and activities of the Water Blueprint for the San Joaquin Valley and the San Joaquin Valley Collaborative Action Program. Petersen answered questions throughout the presentation.
9. **Update on Water Operations and Forecasts** – Chief Operating Officer Arroyave, Pablo Arroyave introduced consultant Ron Milligan, who provided information regarding CVP supply, reservoir storage, allocations, snowpack, and operations. Milligan and Arroyave answered member questions throughout the presentation.
10. **Committee Member Reports** – No reports.
11. **Agenda Items 12-14: Closed Session** – Chair William Bourdeau Akroyd
adjourned the open session to address the items listed on the Closed Session Agenda at approximately 11:08 a.m. Upon return to open session at approximately 11:22 a.m., Chair William Bourdeau reported that no reportable actions were taken in closed session.
12. **Agenda Item 15: Reports Pursuant to Government Code Section 54954.2(a)(3)** – No reports.
13. **Agenda Item 16: Adjournment** – The meeting was adjourned at approximately 11:23 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: December 8, 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 14181¹, directing analysis of potential changes to the operations in the 2024 Record of Decision ("ROD") for consideration by the Administration. On December 4, 2025, Reclamation executed a Record of Decision on the Long-Term Operations of the Central Valley Project and State Water Project, as a first step towards implementing EO 14181.

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

On December 4, 2025, Reclamation executed a Record of Decision² on the Long-Term Operations of the Central Valley Project and State Water Project, as a first step towards implementing EO 14181, updating operations associated with the Record of Decision executed by Reclamation and the Biological Opinions issued by the Fish and Wildlife Service and NOAA Fisheries in December 2024. This new operation is described as "Action 5".

Specifically, the Action 5 ROD updates the operations of the Projects by:

- (1) **Removing the Delta Smelt Summer and Fall Habitat Action (Fall X2)**, in response to findings by the U.S. Fish and Wildlife Service that the action is not anticipated to have observable effects on delta smelt survival,

¹ <https://www.govinfo.gov/content/pkg/FR-2025-01-31/pdf/2025-02174.pdf>

² https://www.usbr.gov/mp/nepa/nepa_project_details.php?Project_ID=54661



- (2) **Removing the early implementation measure of the Delta export reduction of the Healthy Rivers and Landscapes (“HRL”) program**, in response to uncertainties associated with the timing of potential adoption and implementation of the HRL Program by California’s State Water Resources Control Board,
- (3) **Updating the Delta operating criteria** to expand the opportunities for Old and Middle River (“OMR”) management at no more negative than -5,000 cubic feet per second (cfs), and a stormflex action of -6,500 cfs, including the use of predictive tools for real-time assessment of environmental conditions.

Modeling of these proposed operational changes has estimated between 250 – 400 TAF improvement in combined CVP and SWP export capacity under Action 5 operations, with the SWP benefits being uncertain based on how the SWP operates under the Incidental Take Permit required for compliance with the California Endangered Species Act.

There is additional analysis being performed to assess the efficacy of additional potential operational changes that could improve water supply and maintain species protections, as well as alternative methods to address environmental effects on species listed under the federal Endangered Species Act (“ESA”) and advance species recovery efforts.

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.

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.³ 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.

³ Available at <https://water.ca.gov/-/media/DWR-Website/Web-Pages/Blogs/Voluntary-Settlement-Agreement-Meeting-Materials-Dec-12-2018-DWR-CDFW-CNRA.pdf>.



Phase 1 Status – San Joaquin River and its Tributaries

The State Water Board adopted a resolution⁴ 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)⁵ 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 comments⁶ 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.

Recently, on September 19, 2025, the State Water Resources Control Board (Board) 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), to which the Water Authority provided comments⁷.

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

In July, the Board released a draft Bay Delta Plan (July 2025 revised draft), which included proposed changes to the draft Bay Delta Plan released in October 2024 (2024 draft), based on public input and comments

⁴ Available at https://www.waterboards.ca.gov/board_decisions/adopted_orders/resolutions/2018/rs2018_0059.pdf.

⁵ Available at https://www.waterboards.ca.gov/public_notices/notices/20220715-implementation-nop-and-scoping-dwr-baydelta.pdf

⁶ Request from Authority staff

⁷ Request from Authority staff



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.

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.

It is anticipated that a revised release of the Bay-Delta Plan Update will be released for public comment in December 2025.

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 has launched the California Water Accounting, Tracking, and Reporting System (CalWATRS). A link to the new system and additional information is posted on the [CalWATRS webpage](#).

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

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 hearings before the AHO continue and staff will update on issues associated with the DCP as they develop.

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 November 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.

Chapter 4 of the Plan is now out for review and comment and is attached herein.

San Joaquin Valley Water Collaborative Action Program (SJV CAP)

Background

The CAP Plenary Group adopted work groups to implement the CAP Term Sheet⁸, 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.

⁸ Request from Authority staff



ATTACHMENTS



November 10, 2025

Acting Regional Director Adam Nickels
Bureau of Reclamation
California Great Basin – Region 10
2800 Cottage Way
Sacramento, CA 95825

Submitted via email to: sha-MPR-BDO@usbr.gov

Re: Comments on Environmental Compliance Sufficiency Review – Action 5 (CVP and SWP Long-Term Operations Plan)

Dear Acting Regional Director Nickels,

This letter is to provide comments on behalf of the San Luis & Delta-Mendota Water Authority ("Water Authority") and the San Joaquin River Exchange Contractors Water Authority ("Exchange Contractors") on the Environmental Compliance Sufficiency Review for the Central Valley Project ("CVP") and State Water Project ("SWP") Long-Term Operations Plan ("LTO") – Action 5.

The Water Authority is a joint-powers authority that serves two important roles: 1) to provide representation on common interests of the Water Authority's 27 member agencies; and 2) to operate and maintain certain Central Valley Project ("CVP") facilities, including the Jones Pumping Plant, the Delta-Mendota Canal ("DMC") and the O'Neill Pumping Plant, that the Authority's member agencies depend on for delivery of CVP water. Twenty-five of the Water Authority's member agencies contract with the United States for the delivery of water from the CVP as the principal source of water they provide to users within their service areas, including the four member agencies of the Exchange Contractors. That water supply serves approximately 1.2 million acres of agricultural lands within areas of San Joaquin, Stanislaus, Merced, Fresno, Kings, San Benito, and Santa Clara Counties, a portion of the water supply for nearly 2 million people, including in urban areas within Santa Clara County referred to as the "Silicon Valley," and millions of waterfowl that depend upon up to 200,000 acres of managed wetlands and other critical habitat within the largest contiguous wetland in the western United States.

Given this connection, the Water Authority and its member agencies have a strong interest in the operations of the CVP and how sound and effective implementation of the federal Endangered Species Act ("ESA") can influence the reliability and affordability of our member agencies' contracted water supplies, as well as ensure scientifically supported, reasonable protection for species listed under the ESA. The experience of our member agencies, and the farms and communities reliant on their contracted supplies, demonstrates that for the past thirty years, restrictions on the operations of the CVP have resulted in progressively more severe reductions in water supply for the farms, communities, and ecosystems served by our member agencies, with little measurable population-level benefit to species listed under the ESA.



Action 5 was developed to operate the CVP in accordance with *Executive Order 14181 – Emergency Measures to Provide Water Resources in California and Improve Disaster Response in Certain Areas*, dated January 24, 2025 (E.O. 14181), and does so by modifying components included in Alternative 2 in the 2024 LTO Final Environmental Impact Statement (“EIS”). Action 5 operates the CVP to deliver more water to high-need communities by increasing storage and conveyance. Specifically, Action 5: (1) removes the Delta Smelt Summer and Fall Habitat Action (“Fall X2”), (2) removes the Early Implementation Measure of the Delta export reduction of the Healthy Rivers and Landscapes (“HRL”) Program, and (3) updates Delta operating criteria and governance.

Water Supply and Species Impacts

Importantly, the changes proposed by Action 5 are anticipated to improve water supply deliveries for south-of-Delta CVP and SWP contractors by an average of 129,000 acre-feet annually, or the equivalent of enough water to support approximately 258,000 households or 36,860 acres of farmland. Importantly, this increased water supply trend holds true for critical and dry years, years when additional water available for deliveries is at its highest value. Action 5 improves water supply conditions without modifying the Proposed Action in a manner that causes an effect to winter-run Chinook salmon or its critical habitat, to spring-run Chinook salmon or its critical habitat, to California Central Valley steelhead species or its critical habitat, to green sturgeon or its critical habitat, or to Southern Resident Killer Whale that were not considered in the National Marine Fisheries Service’s 2024 LTO Biological Opinion. We understand that similar findings regarding the effects of Action 5 were made in Reclamation’s review of aquatic and terrestrial species covered under the U.S. Fish and Wildlife Service’s 2024 LTO Biological Opinion.

Delta Smelt Summer and Fall Habitat Action (Fall X2)

The Water Authority has a long history of investments in research designed to reduce the uncertainties associated with the effects of management actions on listed species in the Delta. One management action that has significant water supply costs and little to no measurable impact on listed species has been the implementation of the Fall X2 action. The U.S. Fish and Wildlife Service (“FWS”), in its 2024 LTO Biological Opinion, determined that Fall X2 is not anticipated to have observable effects on delta smelt survival. We thank the FWS for its acknowledgment of the scientific record and support the removal of Fall X2 in the Proposed Action included as Action 5.

Adaptive Management and Future Operations

The 2024 LTO included a framework for adaptive management of the CVP and SWP in response to the development of new scientific information and analytical tools. The Water Authority supports the expedited development of information and/or modeling tools to analyze the population-level effects of various project operations, including further analysis of the impacts of various operational scenarios on winter-run Chinook salmonid cohort replacement rates, and expediting the development of juvenile population estimates for spring-run chinook salmon and longfin smelt. The development and use of these tools will lead to improved analysis that has the potential to further inform operations in the future and we support coordination with CVP contractors and the scientific community to advance these efforts.

Conclusion

The Water Authority and its member agencies have long supported operating the CVP and SWP in a scientifically supported, adaptive manner that is responsive to real-time conditions and we view Action 5 as a further step towards implementing that vision. We commend Reclamation for



its work in analyzing this proposed change to operations of the CVP and SWP and for advancing efforts to improve water supply conditions in response to E.O. 14181 in a manner that can be implemented for operations in the current water year.

Thank you for your continued leadership on improving operations of the CVP. If you have any further questions, please reach out to J. Scott Petersen, Water Policy Director, at scott.petersen@sldmwa.org.

Sincerely,

A handwritten signature in blue ink, reading "Federico Barajas".

Federico Barajas
Executive Director
San Luis & Delta-Mendota Water Authority

A handwritten signature in black ink, reading "Chris White".

Christopher White
Executive Director
San Joaquin River Exchange
Contractors Water Authority

CC:

The Honorable Alex Padilla, U.S. Senate
The Honorable Adam Schiff, U.S. Senate
The Honorable Jared Huffman, Ranking Member, House Committee on Natural Resources
The Honorable Harriet Hageman, Chair, House Subcommittee on Water, Wildlife, and Fisheries
The Honorable Val Hoyle, Ranking Member, House Subcommittee on Water, Wildlife, and Fisheries
The Honorable Josh Harder, U.S. House of Representatives
The Honorable Mark DeSaulnier, U.S. House of Representatives
The Honorable Adam Gray, U.S. House of Representatives
The Honorable Eric Swalwell, U.S. House of Representatives
The Honorable Sam Liccardo, U.S. House of Representatives
The Honorable Ro Khanna, U.S. House of Representatives
The Honorable Zoe Lofgren, U.S. House of Representatives
The Honorable Jimmy Panetta, U.S. House of Representatives
The Honorable Vince Fong, U.S. House of Representatives
The Honorable David Valadao, U.S. House of Representatives

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Chapter 6 Environmental Enhancement

Introduction

The San Joaquin Valley has lost ecosystem health, function, and species composition in expansive areas of the Valley floor. With SGMA requiring extensive land repurposing to reduce water demands and efforts to close the water supply-demand gap in several Valley subbasins, opportunity arise to restore and rehabilitate natural land cover in efforts to recover native species, natural habitats, and landscape connectivity for both. Many of the landcover types have a water demand beyond natural precipitation. That demand should be quantified and water supplies and associated conveyance facilities should be identified and included in a water supply plan for the Valley. In addition, inclusion of landscape repurposing into a water plan itself modifies water demands -- decreasing them when irrigated land is being converted to native land cover and increasing them when grasslands are being converted to higher water-use purposes. The latter may result in less water being available for other purposes in certain subbasins. Inclusion of ecosystem needs is especially important in a water plan for the Valley where additional conveyance capacity needs to be provided to meet the needs of restored ecosystems. To be effective and efficient, large-scale ecosystem restoration in the San Joaquin Valley needs to be strategic, drawing on sound ecological principles and building on prior environmental planning efforts.

The purpose of this chapter is to identify and quantify the water needs for environmental purposes in the San Joaquin Valley and to outline the opportunities that exist for meeting those needs in the context of conservation plan for the Valley.

A component of this report involves identifying where repurposing of agricultural lands is appropriate to support a return to natural landcovers and connections between those areas necessary to facilitate dispersal of animals and plants. That effort is essential to guide an overall water plan that meets the agricultural needs, ecological requirements, and economic realities of the San Joaquin Valley. In this report, a four step process is followed (Figure 4.1). The process requires --

1. Understanding and documenting predevelopment conditions and available resources. Knowledge of past and present landcover is essential for building a realistic conservation plan. This chapter begins with an overview of the pre-settlement landcover in the San Joaquin Valley and how land use has changed over the past almost two centuries to help understand where restoration of specific landcover types may be most feasible.
2. Establishing Valley-wide objectives based on reviews of earlier work. An ambitious objective of the environmental vision is to delist all species of concern and avoid future listings under federal and state Endangered Species Acts, with those species recovered to the demographic state where their persistence is no longer threatened. With SGMA implementation resulting in substantial land repurposing, this section of the chapter provides an overview of the opportunities for ecosystem enhancement. It reviews some of the considerable assessment and planning that has already been

completed, providing foundational guidance for plan development. Leveraging previous restoration studies is efficient and fosters collaboration.

3. Designing connectivity/landscape linkages. Connectivity is essential to maintaining demographic stability and genetic diversity in species of concern, as well as species composition in lands committed to natural cover and condition. In this section, a connecting network of landcover types draws on ecological principles, recognizing the historical context and available resources presented in step 1 (Figure 4.1). A network of corridors, core areas, and specialty reserves can then be transposed from a Valley-wide planning level to a regional level for area-specific conservation planning and to the subbasin level for water planning.

4. Analysis, assessment, and review. The water-supply plan to meet environmental needs emerges from the above programmatic approach. Once the estimated change in landcover types necessary to meet ecological objectives has been calculated, it is then possible to quantify projected changes in the water-supply-demand gap and explore opportunities to meet those water-allocation needs in the water-supply plan. .

This chapter begins with Steps 1 and 2 – necessary steps to identify environmental water supply needs in the Valley. Also considered in this chapter is the identification of opportunities for ecosystem conservation and restoration, which is a component of Step 3. The completion of the above process occurs in the final chapter of this report where a better understanding of the land to be retired by subbasin is considered.

There is also an essential fifth step for a conservation plan – plan implementation – the specifics of which are not included in this report. Successful implementation of a conservation plan would begin with governance and leadership both at a Valley-wide level and for each ecological jurisdiction, with the thought that the protected areas and the areas to be restored would be divided into a comprehensive set of jurisdictional areas. Each jurisdictional area would establish measures for success, including abundance and habitat targets for species of concern, and acreage of different land types to be restored. Those targets, summed across jurisdictional areas should meet the Valley-wide objectives established in step 2 above. Having set regional targets, work plans would need to be developed, prioritized and undertaken as funding becomes available. Progress towards objectives should be evaluated within an adaptive resource management framework, wherein the effectiveness of measures and activities are evaluated for monitoring data, and program activities are adjusted where expected results are not being achieved. (see ESA 2025, Section 5.2)

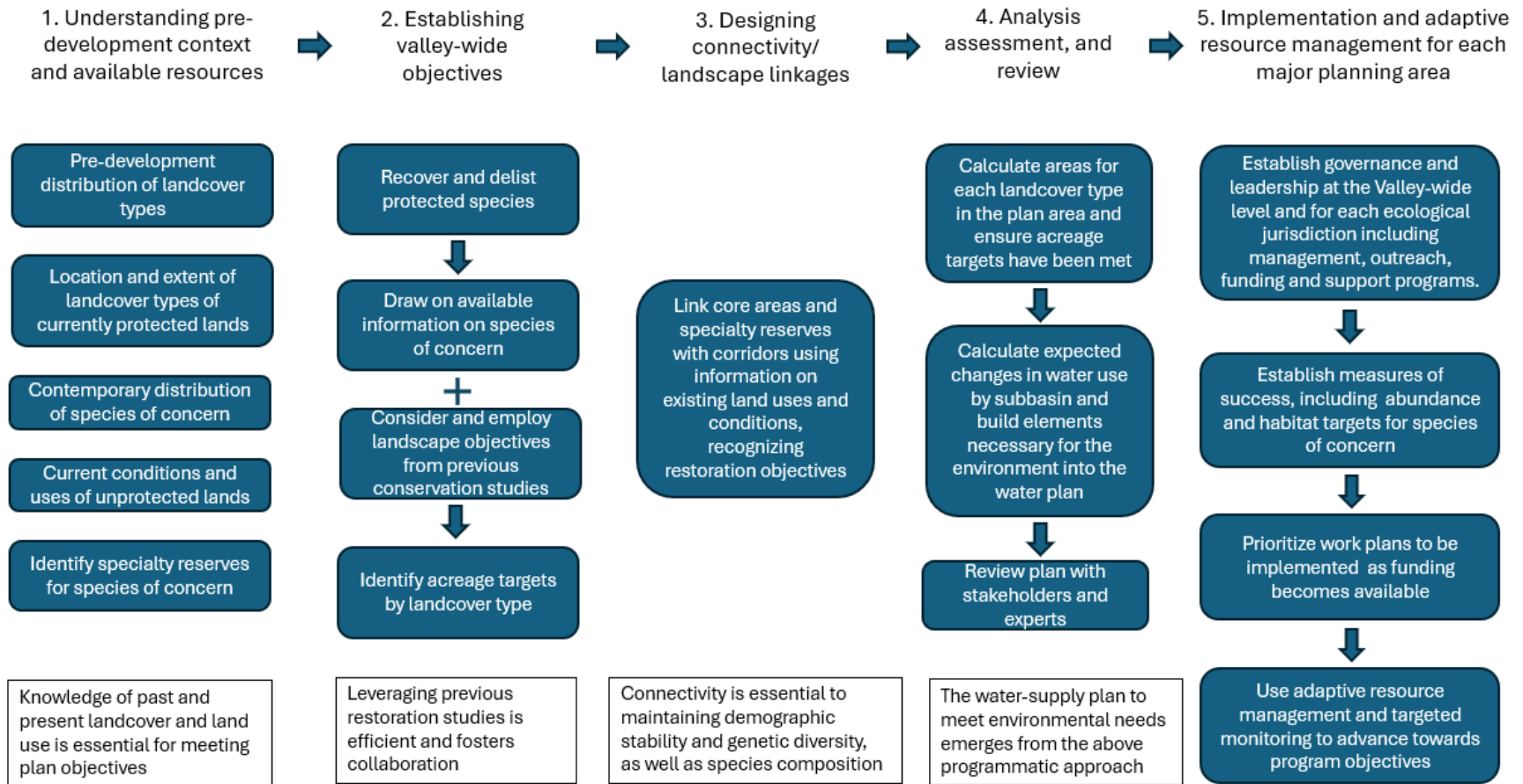


Figure 6-1. The process for developing a conceptual conservation plan for the San Joaquin Valley

Historic and Current Conditions

Environmentally, the San Joaquin Valley is very different from what it was 170 years ago (Figure 4.2). Historic natural, native ecosystems have diminished significantly in extent and some dominant landscape features, including Tulare Lake and the persistent wetlands in the southern Valley no longer exist (Table 4.1, Figure 4.3). As a result, 30 species of animals and 20 species of plants native to the Valley floor have experienced significant habitat loss and are listed as threatened or endangered, with the number of listed varying regionally (Tables 4.2, 4.3, 4.4).

Table 6-1. Current and Historic Landcover in the San Joaquin Valley

Landcover Category	Current Landcover Type Extents (Acres)	Historic Landcover Type Extents (Acres)	Change (Acres)	Change (Square Miles)
Agriculture	5,763,182		5,763,182	9,005
Urban	541,418		541,418	846
Alkali Desert Scrub	86,761	1,527,521	-1,440,760	-2,251
Chaparral	32,317	3,469	28,847	45
Grassland	2,650,489	4,814,106	-2,163,617	-3,381
Riparian and Floodplain Habitats	21,566	1,463,877	-1,442,311	-2,254
Valley/Foothill Hardwood	126,691	93,116	33,575	52
Water	78,117	186,051	-107,934	-169
Wetland	76,830	1,289,384	-1,212,554	-1,895

Source: Central Valley Historic Mapping Project, Chico State, 2003; Fire and Resource Assessment Program (FRAP), 2002

Table 6-2. Listed Animals of the San Joaquin Valley Floor

Common Name	Scientific Name	State Status	Federal Status	Ecosystem
Birds				
California Condor	<i>Gymnogyps californianus</i>	E	E	Grasslands, oak savanna [D]
Greater Sandhill Crane	<i>Grus Canadensis tabida</i>	T	N	Emergent wetlands, grasslands
Least Bell's vireo	<i>Vireo bellii pusillus</i>	E	E	Riparian woodland
Southwestern Willow Flycatcher	<i>Empidonax traillii extimus</i>		E	Riparian woodland
Swainson's hawks	<i>Buteo swainsoni</i>	T	N	Riparian & grassland
Tricolored Blackbird	<i>Agelaius tricolor</i>	T	N	Emergent wetlands, grain fields
Western Yellow-billed Cuckoo	<i>Coccyzus americanus</i>	E	T	Riparian
Western Snowy Plover	<i>Charadrius nivosus nivosus</i>	N	T	Wetlands
Fish				
Delta smelt	<i>Hypomesus transpacificus</i>	E	E	Estuarine

Steelhead	<i>Oncorhynchus mykiss</i>	N	T	Riverine
Chinook salmon (fall run)	<i>Oncorhynchus tshawytscha</i>	T	T	Riverine
Longfin smelt	<i>Spirinchus thaleichthys</i>	T	N	Estuarine
Green Sturgeon	<i>Acipenser medirostris</i>		T	Riverine
Reptiles				
Blunt-nosed Leopard Lizard	<i>Gambelia sila</i>	E	E	Arid uplands
Giant Garter Snake	<i>Thamnophis gigas</i>	T	T	Wetlands
Northwestern Pond Turtle	<i>Actinemys marmorata</i>	N	T	Aquatic & wetlands
Amphibians				
California Tiger Salamander (central California DPS)	<i>Ambystoma californiense</i>	T	T	Aquatic & upland [D]
Invertebrates				
Conservancy Fairy Shrimp	<i>Branchinecta conservatio</i>	N	E	Vernal pools [D]
Longhorn Fairy Shrimp	<i>Branchinecta longiantenna</i>	N	E	Vernal pools [D]
Monarch Butterfly	<i>Danaus plexippus</i>	N	PT	
Valley Elderberry Longhorn Beetle	<i>Desmocerus californicus dimorphus</i>		T	Riparian
Vernal Pool Fairy Shrimp	<i>Branchinecta lynchi</i>	N	T	Vernal pools [D]
Vernal Pool Tadpole Shrimp	<i>Lepidurus packardii</i>	N	E	Vernal pools [D]
Mammals				
Buena Vista Lake Shrew	<i>Sorex ornatus relictus</i>	N	E	Riparian [D]
Fresno Kangaroo Rat	<i>Dipodomys nitratooides exilis</i>	E	E	Upland [D]
Giant Kangaroo rat	<i>Dipodomys ingens</i>	E	E	Grasslands
Riparian Brush Rabbit	<i>Sylvilagus bachmani riparius</i>	E	E	Riparian
San Joaquin Kit Fox	<i>Vulpes macrotis mutica</i>	T	E	Upland
Riparian Woodrat	<i>Neotoma fuscipes riparia</i>	N	E	Riparian woodland
Tipton Kangaroo Rat	<i>Dipodomys nitratooides nitratooides</i>	E	E	Upland

Source: State and Federally Listed Endangered and Threatened Animals of California

IPac IPaC: Explore Location resources

Notes:

Aquatic – ponds, lakes with emergent wetland perimeter

Estuarine – Water bodies where the rivers meet the sea. In the San Joaquin Valley it refers to the Sacramento-San Joaquin Delta.

Grassland - Land on which the natural dominant plant forms are grasses and forbs.

Riverine – a natural body of running water sufficiently deep for fish passage

Uplands – Land on the Valley floor that is unlikely to flood

Vernal pools – seasonal depressional wetlands resulting from rainfall

Wetland - Areas such as marshes or swamps that are covered often intermittently with shallow water or have soil saturated with Moisture

DPS – Distinct Population Segment

E – endangered

N – not listed or information not available

PT – potentially threatened

T- threatened

[D] Indicates critical habitat designated in the San Joaquin Valley.

Table 6-3. Listed Plants of the San Joaquin Valley Floor

Common Name	Scientific Name	State Status	Federal Status	Ecosystem*
Bakersfield Cactus	<i>Opuntia basilaris</i> var. <i>treleasei</i>	E	E	sandy soils, arid grassland
California jewelflower	<i>Caulanthus californicus</i>	E	E	Grasslands & scrub
Chinese Camp Brodiaea	<i>Brodiaea pallida</i>		T	Vernally flooded riparian
Colusa Grass	<i>Neostapfia colusana</i>		T	Alkaline basins [D]
Fleshy Owl's-clover	<i>Castilleja carnestris</i> ssp. <i>succulenta</i>		T	Vernal pools
Greene's Tuctoria	<i>Tuctoria greenei</i>		E	Vernal pools [D]
Hairy Orcutt Grass	<i>Orcuttia pilosa</i>		E	Vernal pools [D]
Hartweg's Golden Sunburst	<i>Pseudobahia bahiifolia</i>		E	Grassland
Hoover's Spurge	<i>Chamaesyce hooveri</i>		T	Vernal pools [D]
Hoover's Woolly-star	<i>Eriastrum hooveri</i>		T	arid grassland & scrub
lone Manzanita	<i>Arctostaphylos myrtifolia</i>		T	Woodland foothills
Keck's Checker-mallow	<i>Sidalcea keckii</i>		E	Grasslands [D]
Kern mallow	<i>Eremalche kernensis</i>		E	arid grassland & scrub
Large Flowered Fiddleneck	<i>Amsinckia grandiflora</i>		E	Grassland
Palmate-bracted Bird's-Beak	<i>Cordylanthus palmatus</i>	E	E	alkaline grasslands
Red Hills Vervain	<i>Verbena californica</i>		T	grasslands
San Joaquin Adobe Sunburst	<i>Pseudobahia peirsonii</i>		T	Grassland and oak woodland
San Joaquin Valley Orcutt Grass	<i>Orcuttia inaequalis</i>		T	Vernal Pools [D]
San Joaquin woolly-threads	<i>Lembertia congdonii</i>		E	arid grassland & scrub
Springville Clarkia	<i>Clarkia springvillensis</i>		T	Oak woodland

Source: State and Federally Listed Endangered and Threatened Animals of California

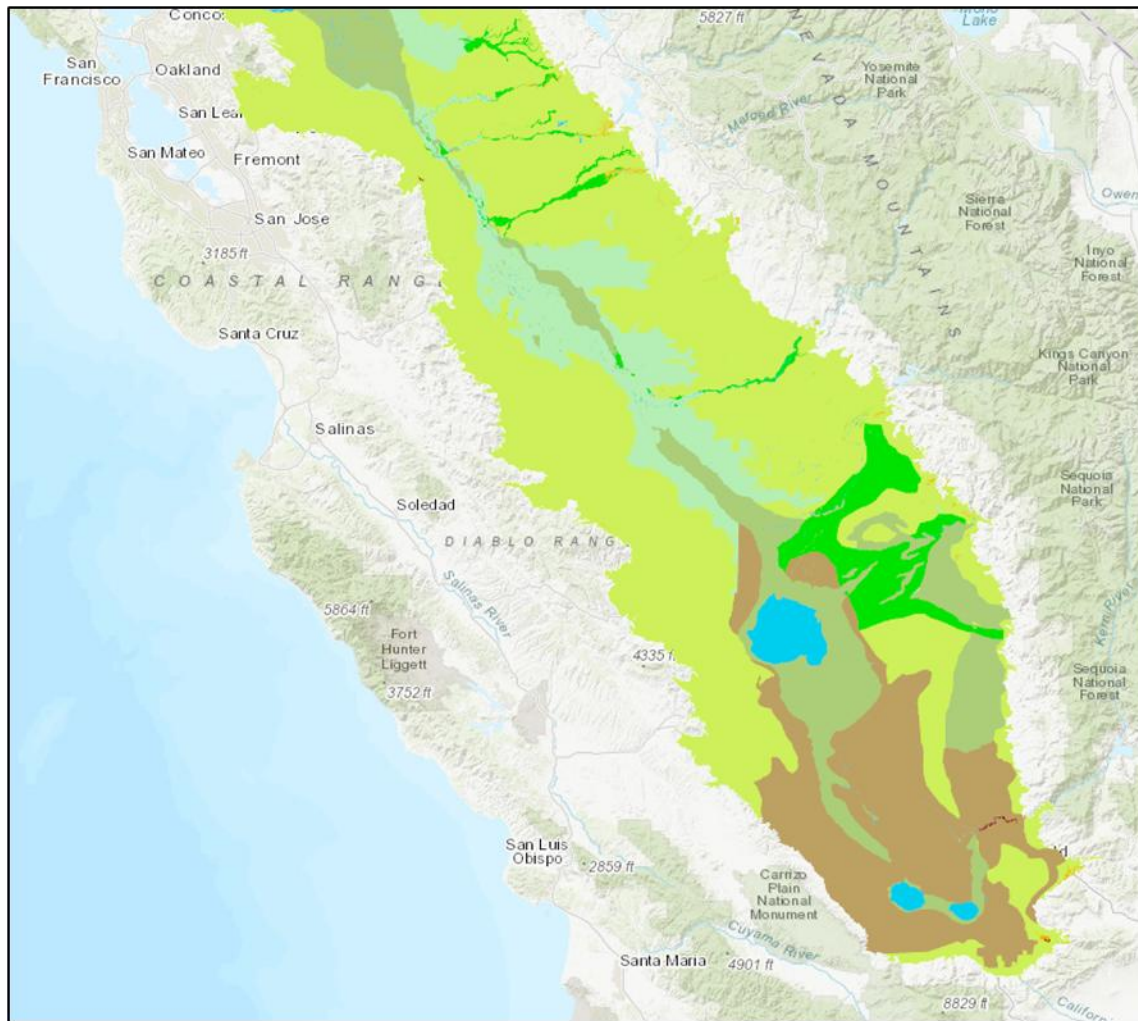
Notes: See notes under Table 4.2

Table 6-4. Number of Listed Species by County in the San Joaquin Valley

County	Number of Listed Plant Species	Number of Listed Animal Species
San Joaquin	3	11
Stanislaus	6	10
Merced	5	13
Madera	6	11
Fresno	12	23
Kings	1	10

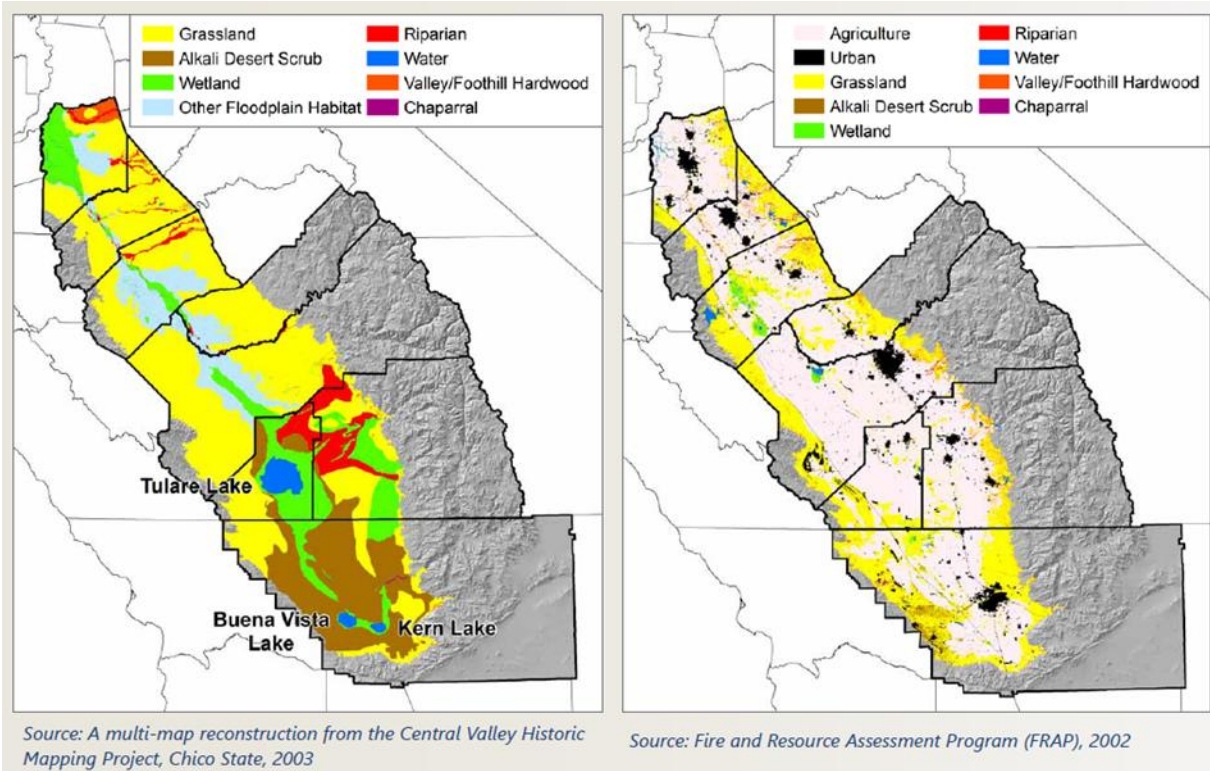
Tulare	10	14
Kern	11	19

Source: Thorne et al (2014), Chapter 4, Table 4



Source: [Maps | Data Basin](#)

Figure 6-2. San Joaquin Valley Pre-1900 Historic Vegetation Base Map



Source: Greenprint Figures 4 and 5

Figure 6-3. 3 Historic Landcover Patterns circa 1850 (left), and 2002 Landcover Patterns (right)

Landcover Types of the San Joaquin Valley Floor

Landcover of the San Joaquin Valley floor have been parsed into different categories by different ecologists -- but eight vegetation communities have wide extent and ecological importance: alkali scrub and saltbush, aquatic and permanent wetlands, floodplains, grasslands, riparian communities adjoining rivers and streams, wetlands that are intermittent, woodlands, and vernal pools. Each provides habitat for a wide range of species (Table 4.5) To that list are added the forest lands on the upper watersheds. They are included here because forest management in the upper watersheds greatly affect water supplies reaching the Valley floor.

Alkali scrub

Alkali scrub surrounded the receding shores of large prehistoric lakes or alkali playas that mark the locations of dry lake beds (Fowler and Koch 1982). Alkali scrub vegetation typically occurs at lower-to middle-Valley elevations, often interdigitated with other arid and semiarid plant communities and wildlife habitats. At lower elevations, alkali scrub may occur in patches on barren salt flats and in desert scrub. In the San Joaquin Valley, alkali scrub borders on annual grassland habitat. In many locations, alkali scrub overlaps with perennial grassland (PGS) . Restoration of alkali scrub will occur primarily in the Tulare Lake hydrologic region based on its historical location and distribution (Figure 4.2). Alkali desert soils are generally not suited for farming, therefore much alkali scrub restoration can be expected on land that is not currently farmed.

Aquatic Ecosystems

Aquatic ecosystems include lakes, ponds and permanent wetlands. “Permanent wetlands have standing surface water year-round and include both managed and unmanaged wetlands. They are too wet for most terrestrial vegetation and tend to undergo wet and dry cycles due to fluctuating water levels. Presently, more than 90% of wetlands in the Central Valley are managed, two-thirds of which are in private ownership.” (CLCC 2018). Restoration of permanent wetlands and aquatic ecosystems should primarily occur as development of small areas -- less than 50 acres -- throughout the Valley in addition to restoring one thousand or more acres of the historic Tulare Lake footprint.

Floodplains

Stream and river flows that exceed channel conveyance capacity inundate floodplains. Floodplain inundation deposits sediment, facilitates establishment of riparian vegetation, provides for wildlife and fish habitats and other benefits, including additional food resources for fish. Many native wildlife and fish species are dependent on or benefit from inundated floodplains. The floodplain of the San Joaquin River has been greatly reduced compared to its historical extent (CALFED 2000b). From the Chowchilla Bypass to Mendota Dam, berms and levees locally constrain the river and minimize the area of inundated floodplain. In addition, riparian forests have declined by more than 50 percent and riparian scrub by more than 80 percent from 1937 to 1993 (Jones & Stokes 1998). That loss of inundated floodplain and riparian vegetation contributes to a loss of animal and plant habitats and reduced habitat conditions along that section of the San Joaquin River.

Availability of floodplain habitat is essential in the life cycles of many listed species. For one example within the San Joaquin River Basin, about one third of the documented occurrences of Delta coyote-thistle have been extirpated primarily from conversion of riparian vegetation to other land-cover types (Jones & Stokes 2002; CNDDDB 2001). Streams and their riparian zones are ecosystems closely linked by flows of organic and inorganic materials, movements of organisms, and are strongly influenced by the exchange of materials, such as nutrients, leaves, and woody debris (Likens & Bormann, 1974; Hynes, 1975). Inundating the floodplain is key to providing organic nutrients to the river ecosystem. Inundated floodplains provide cover, food, and warmer temperatures from late winter through early spring (CDFW 2014). Floodplains provide important benefits to riverine productivity. Typically restoration of floodplains requires the repurposing of agricultural land. The greatest benefits from floodplain restoration will likely occur in the San Joaquin hydrologic region.

Grasslands

“Central Valley grasslands are open grasslands that support a diversity of annual and perennial plant species. These grasslands are characterized by winter precipitation and seasonal summer drought and exhibit high temporal and spatial diversity (Lulow & Young 2011a; Bartolome et al. 2014; Spiegel et al. 2014).” (CLCC 2018). Historically, grasslands habitat dominated the Valley floor north of the Kings River (Figure 4.2). They provide landscape corridors between other ecosystems, buffers for riparian corridors, and foraging habitat for a number of species.

Riparian Ecosystems

“Riparian vegetation/natural riverbank refers to the vegetation that grows along the shores of freshwater rivers and lakes as well as the meander-belt processes that shape this dynamic habitat. As a river meanders, the bank on one side erodes while sediments accumulate on the opposite side,

destroying old habitat and creating new substrate to be colonized, creating a constant succession of vegetation types adapted to this dynamic process. Riparian vegetation is commonly characterized by willow (*Salix* spp.), mulefat (*Baccharis pilularis*), Fremont cottonwood (*Populus fremontii*), Valley oak (*Quercus lobata*), white alder (*Alnus rhombifolia*), California bay-laurel (*Umbellularia californica*), sycamore (*Platanus racemosa*), and walnut (*Juglans californica*), depending on location” (CLCC 2018). Restoration of riparian and riparian-woodland habitat is naturally suited along existing rivers and streams. Riparian corridors are key landscape components in maintaining biological connections along extended and dynamic environmental gradients (Naiman et al. 2005). Continuous riparian habitat provides natural corridors to facilitate species movement; however, those lands tend to be expensive to obtain because they generally have fertile soils and reliable water rights.

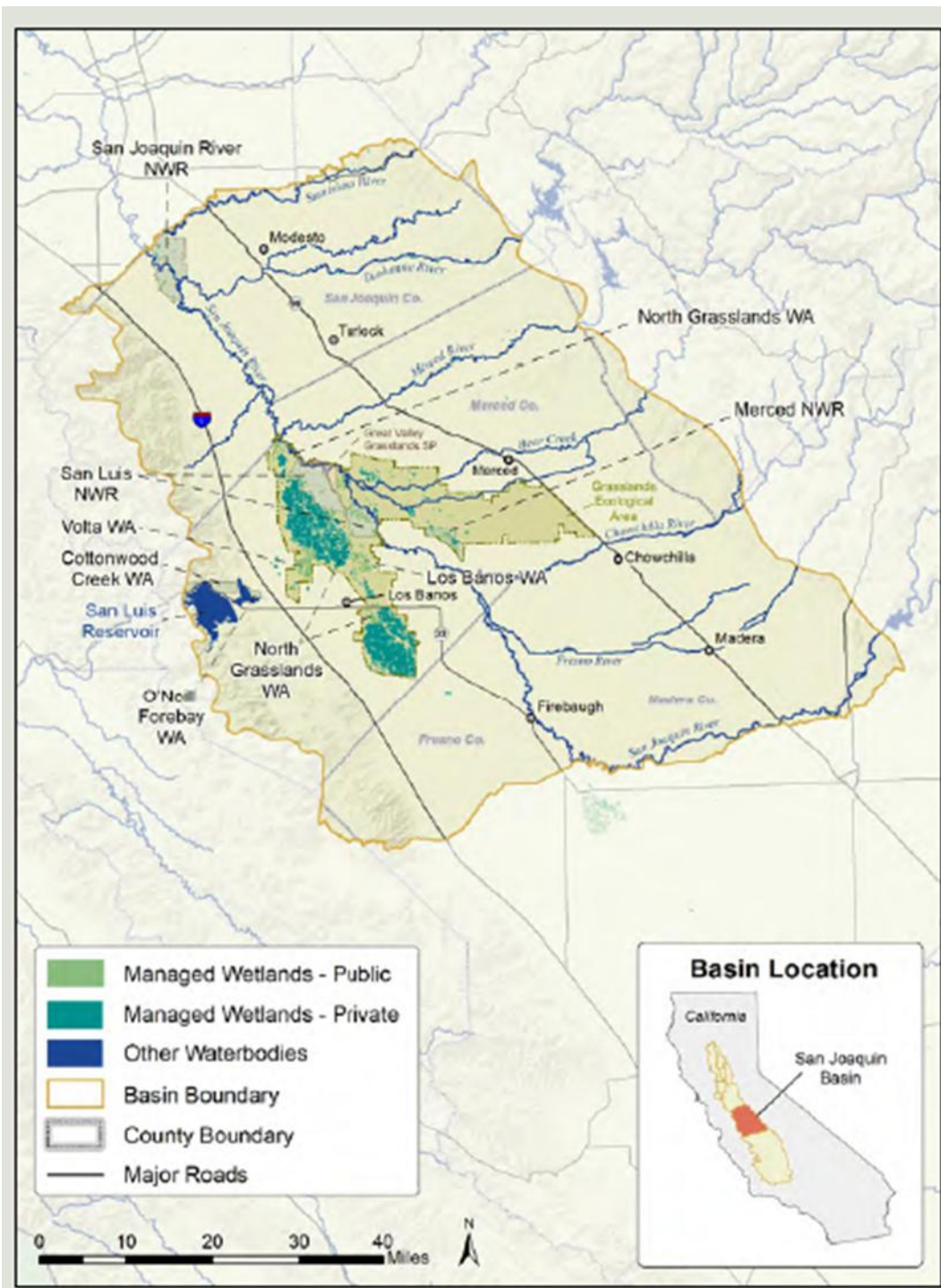
Vernal Pools

“Vernal pools and swales are ephemeral wetlands that form in landscape depressions where soil characteristics limit water infiltration. Vernal pools are characterized by a wet period in winter, drying during spring, and complete desiccation during late spring and summer. Swales connect or feed vernal pools but typically experience less extensive inundation. This unique habitat is home to highly specialized plants, animals, and insects, many of them endemic to the region and listed as threatened or endangered.” (CLCC 2018). In 2018 there were approximately 207,000 acres of vernal pool grassland (Figure 4.6) of which 125,500 acres were estimated to be protected (USFWS). The goal in this Conservation Plan is to protect existing vernal pools in the context of a wider conservation strategy.

Seasonal Wetlands

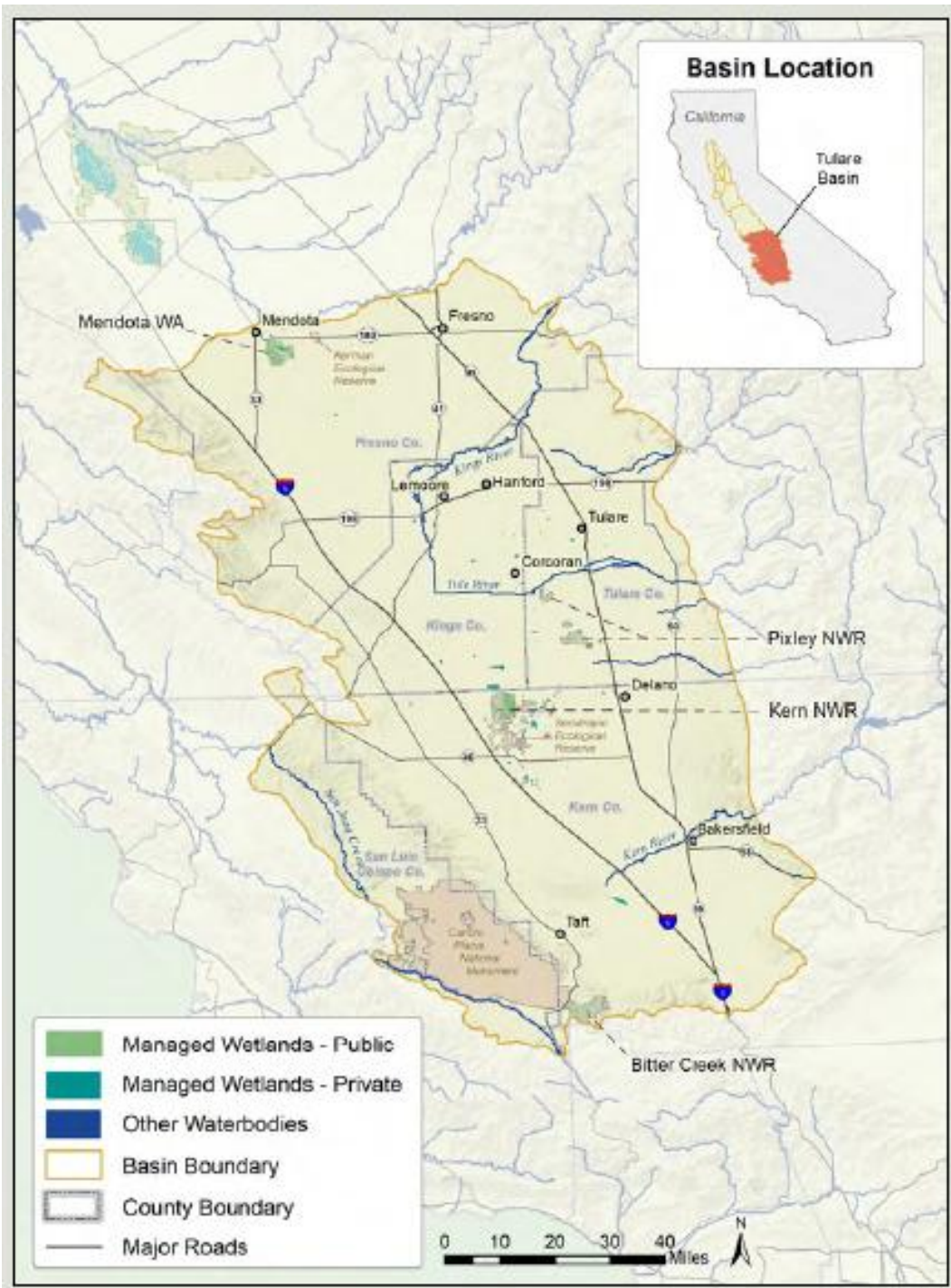
“Seasonal wetlands are inundated during part of the year; most are managed by flooding, disking, and burning. Typical hydrological cycles include fall flooding and drawdown in the spring followed by irrigation to maintain soil moisture. Seasonal wetlands are dominated by herbaceous vegetation, including sedges (*Carex* spp.), rushes (*Eleocharis* spp. and *Scirpus* spp.), bulrushes (*Schoenoplectus* spp.), cattails (*Typha* spp.), and other emergent hydrophytic species. Species composition is determined partially by water depth, and many wetlands are managed for seed production of swamp Timothy (*Heleochoia schenoides*) and smartweed (*Polygonum* spp.; Ortega 2009).” Around 94% of the historic wetland habitat in the San Joaquin Valley has been lost (Table 4.1). Most of the historic wetland habitat occurred along the old Kern River, which ran through Kern Lake and Buena Vista Lake, around Tulare Lake, and along the San Joaquin River. Those wetlands provided important habitat for waterfowl. The locations of remaining wetlands are depicted in Figure 4.4 and 4.5. Analyses in Chapter 2 indicate that around 135,000 acres of recharge facilities are needed to capture surplus local water supplies. The need for additional recharge facilities will determine new wetland acreage requirements in most of the subbasins. To maximize environmental benefits, these recharge ponds could be designed and operated as multi-purpose ponds – that is, providing habitat as well as recharge. The more effective recharge lands are generally located east of the Corcoran Clay on river fans resulting in a geographic shift of wetland locations from historic conditions.

Estimates of remaining wetlands in the San Joaquin Valley vary from 58,000 acres (CVJV 2020, Table 7.9) to 77,000 acres (Thorne et al. 2014, See Table 4.7).



Source: CVJV (2020) Figure 4.1.10

Figure 6-4. Managed wetlands in the San Joaquin Hydrologic Region



Source: CVJV (2020) Figure 4.1.11

Figure 6-5. Managed wetlands in the Tulare Lake Hydrologic Region



Source Vollmar et al (2023)

Figure 6-6. General Locations of Vernal Pools in the San Joaquin Valley

Valley Woodlands

“Oak woodlands in the Central Valley include Valley oak woodlands, blue oak woodlands, and blue oak-foothill pine woodlands. These vegetation types often grade into each other, with Valley oak woodlands occurring at the lowest elevations, and blue oak-foothill pine woodlands occupying higher elevations in the foothills.” (CLCC 2018). Most of the woodland habitat restoration is expected to occur in the foothills surrounding the Valley floor. While that acreage could be large, the restoration target for the Valley floor is relatively small in this analysis.

Forests of the Upper Watersheds

While this report focuses on water management on the Valley floor, the majority of the water in the Valley originates in the watersheds above the Valley floor.

“The Sierra Nevada contains the headwaters of 24 major river basins, with the majority of the runoff being on the west side and draining into the Central Valley. Most of these are east-west trending watersheds that dissect the Sierra into steep canyons. The major vegetation zones of the Sierra form readily apparent large-scale elevational patterns. A broad conifer zone begins at 300-900 m (1000-3000 feet) elevation on the west and 900-1500 m (3000 -5000 feet) on the east side. Under pre-European conditions, fires and other disturbance events regularly burned patches of trees, leaving openings that passed through continuous but distinctive phases as they aged. This succession of a forest through time between major disturbances is important for plants and animals that use different stages as habitat. Within the last 100 years, human influence increased in which resource use was more regulated and forest and range protection was emphasized. Suppression of fires became a primary goal of federal, state and private efforts (Fites-Kaufmann et al. 2007).”

There is a potentially manageable connection between the upper-watershed forest management and the quantity and quality of water reaching the Valley floor. “Fire suppression and logging practices in the Sierra Nevada have resulted in large areas of forest that are overly dense with small trees and brush. Large-scale forest and meadow restoration is needed across the Sierra Nevada to reduce the risk of mega-fires and improve ecosystem health. Mega-fire are large, severe wildfires that burn larger and hotter than historic fires, and have more lasting unwanted human, economic, and environmental consequences.”

Table 6-5. Species Associated with San Joaquin Valley Landcover Types

Landcover Type	Species/Groups of Interest
Alkali scrub & saltbush	San Joaquin kit fox (E), blunt nose leopard lizard (E), kangaroo rats (E), Bakersfield cactus (E), California jewelflower (E), Colusa grass (T), Hoover’s woolly-star (T), Kern mallow (E), palmate-bracted bird’s beak (E), San Joaquin woolly-threads (E)
Aquatic and permanent wetlands	Wetland dependent reptiles and mammals, western pond turtle (T), wetland obligate plants, waterbirds and shorebirds, amphibians, dragonflies and damselflies, delta smelt (E), longfin smelt (T), California tiger salamander (T)
Floodplains	Salmonids (T), green sturgeon, river otter, American beaver, common muskrat, American mink, Chinese Camp Brodiaea (T)

Grasslands and uplands	Tule elk, mule deer, pronghorn, bobcat, gray fox, burrowing mammals (ground squirrel, kangaroo rats (E), San Joaquin kit fox (E), American badger), bumblebees and pollinators, California condor (E), Swainson's hawk (T), California jewelflower (E), Hartweg's golden sunburst (E), Keck's checker-mallow (E), large flowered fiddleneck (E), red hills vervain (T), San Joaquin adobe sunburst (T)
Riparian and river corridors	Riparian birds (yellow billed cuckoo, Least Bell's vireo (E), yellow warbler, black-headed grosbeak, bank swallow, Southwestern willow flycatcher (E), Wilson's warbler, yellow breasted chat, wood ducks), Swainson's hawk (T), amphibians (Foothill Yellow-legged frog, California Red-legged frog, California tiger salamander), giant garter snake (T), riparian brush rabbit (E), riparian wood rat (E), Buena Vista Lake shrew (E), Valley elderberry longhorn beetle (T), steelhead (T), chinook salmon (T), green sturgeon (T). Vegetation is commonly characterized by willow, mulefat, cottonwood, Valley oak, white alder, California bay-laurel, sycamore, and walnut.
Wetlands (seasonal)	Waterbirds and shorebirds such as gadwall, mallard, black-necked stilts, American avocet, and killdeer, tricolored blackbird (T), greater sandhill crane (T), western snowy plover (T), tule elk, giant garter snake (T). Dominant herbaceous vegetation includes sedges, rushes, bulrushes, cattails
Woodlands	Valley oak, yellow billed magpie, mule deer, bobcat, gray fox, burrowing mammals, cavity nesters and roosters (owls woodpeckers, nuthatches, wrens, tree swallows, bluebirds, wood ducks), lone manzanita (T), San Joaquin adobe sunburst (T), Springville clarkia (T)
Vernal Pools	Fairy shrimp (E), tadpole shrimp (E), fleshy owl's-clover (T), Greene's tuctoria (E), hairy Orcutt grass (E), Hoover's spurge (T), San Joaquin Valley Orcutt grass (T)

Notes:

(E) – state or federally listed as endangered

(T) – state or federally listed as threatened

Currently Protected Lands

Currently protected lands form the foundation of an environmental restoration program for the San Joaquin Valley. They provide the core areas from which ecosystems can be expanded and connections to other areas established. These lands include 1) government owned land such as national wildlife refuges, ecological reserves and wildlife areas managed by the California Department of Fish and Wildlife, and State Recreation areas managed by California Department of Parks.; 2) lands with conservation easements and protections such as lands governed by habitat conservation plans, and 3) land owned by environmental organizations such as Wind Wolves Preserve. The existing inventory of these lands in the Valley exceeds 350,000 acres (Table 4.6).

Table 6-6. Large Blocks and Core Areas of Protected Natural Lands

Map Label	Core Areas	Acres	Landcover Types
	Alameda County		
1	Bethany Reservoir State Recreation Area	608	Aquatic, grasslands
	Fresno County		

2	Kerman Ecological Reserve	1,800	Grasslands with some vernal pools, alkali scrub
3	Little Panoche Reservoir Wildlife Area	828	Aquatic, shrub and grasslands
4	Mendota Wildlife Area & Alkali Sink Ecological Reserve	12,730	Seasonal wetlands, grasslands
5	Pleasant Valley Ecological Reserve	1,200	Grasslands and saltbush
6	<i>Upper San Joaquin River Ecological Area</i>		
	Big Table Mountain Ecological Reserve	1,000	Grasslands and volcanic vernal pools
	Millerton State Recreation Area	4,900	Aquatic, riparian, grasslands
	San Joaquin River Ecological Reserve	958	Riparian
	Subtotal	6,858	
Kern County			
7	Buttonwillow Ecological Reserve	1,400	Alkali scrub and grasslands
8	Elk Hills	24,650	Alkali scrub and grasslands
9	Kern National Wildlife Refuge	11,249	Seasonal Wetlands
8	Kern Water Bank	20,600	Alkali scrub and grasslands, seasonal wetlands
10	Lokern Ecological Reserve	3,100	Saltbush scrub
9	Semitropic Ecological Reserve	14,900	Grasslands, alkali scrub
11	Tule Elk Reserve	960	Grasslands, seasonal wetlands
12	Windwolves Preserve	93,000	Grasslands, woodlands
Merced County			
13	<i>Grassland Ecological Area:</i>		
	George J Hatfield State Recreation Area	47	Riparian
	Great Valley Grasslands State Park	2,826	Grasslands, wetlands, riparian woodlands
	Los Banos Wildlife Area	6,275	Wetlands
	North Grasslands Wildlife Area	7,354	Wetlands, riparian, grasslands
	San Luis National Wildlife Refuge	26,800	Wetlands
	Subtotal	43,273	
17	McConnell State Recreation Area	74	Riparian
18	Merced National Wildlife Refuge	10,200	Wetlands, grasslands, vernal pools, riparian
19	<i>San Luis Reservoir Ecological Area</i>		
	Cottonwood Creek Wildlife Area	6,300	Woodlands, grasslands
	O'Neill Forebay Wildlife Area	700	Riparian, wetlands
	Pacheco State Park	6,890	Woodlands, grasslands
	San Luis Reservoir Wildlife Area	902	Woodlands, grasslands
	San Luis Reservoir State Recreation Area	64,000	Aquatic, woodlands, grasslands, aquatic
	Subtotal	78,792	
20	Volta Wildlife Area	3,758	Wetlands and alkali scrub

21	West Hilmar Wildlife Area	346	Woodlands and grasslands
	San Joaquin County		
22	Woodbridge Ecological Reserve	354	Wetlands
	Stanislaus County		
23	Caswell Memorial State Park	258	Riparian woodland
24	Dos Rios State Park	1,563	Riparian, wetlands, grasslands
25	San Joaquin River National Wildlife Refuge	7,300	Riparian woodlands, grasslands, wetlands
26	Turlock Lake State Recreation Area	3,500	Grasslands, aquatic
	Tulare County		
	<i>Pixley Ecological Area</i>		
	Allensworth Ecological Reserve	5,100	Alkali scrub and saltbush
	Colonel Allensworth State Historic Park	240	Alkali scrub and saltbush
	Pixley National Wildlife Refuge	6,939	Seasonal Wetlands
27	Subtotal	12,279	
28	Stone Corral Ecological Reserve	981	Vernal pool, wetlands
	Total	356,634	ac

Specialty Reserves

USFWS (1998) recognized the need to include specialty reserves as a necessary part of the proposed habitat protection network. They are important for recovery of certain species with highly restricted geographic ranges or specialized habitat requirements. These reserves may be small areas surrounded by developed land, or they may be portions of larger conservation areas that require special management.

Table 6-7. Natural Lands Targeted for Protection and Specialty Reserves.

Map Symbol	Location	Species of Interest
1	Springtown Alkali Sink	Palmate-bracted bird's-beak
2	Lower Stanislaus River	Riparian brush rabbit, riparian wood rat,
4	SJR Riparian Community	Riparian brush rabbit, riparian wood rat, San Joaquin kit fox
5	Lemoore Naval Air Station	San Joaquin kit fox, blunt nose leopard lizard,
6	North of Tulare Lake Bed	San Joaquin kit fox, blunt nose leopard lizard,
7	Granite Station	Bakersfield cactus
8	Devils Den Area	Bakersfield cactus, San Joaquin kit fox, blunt nose leopard lizard, Hoover's wooly star, Jared's peppergrass, California jewel flower, Tremblor buckwheat, short nose kangaroo rat, San Joaquin Le Conte's thrasher, Tulare grasshopper mouse, San Joaquin antelope squirrel
9	Lost Hills-Buena Vista Slough	Bakersfield cactus, San Joaquin kit fox, blunt nose leopard lizard, Hoover's wooly star, San Joaquin wooly threads, Lost Hills saltbush, Munz's tidy tips, short nose kangaroo rat, San Joaquin antelope squirrel
10	Jerry Slough to Hwy 58	Hoover's wooly star, lesser salt scale

11	Greater Bakersfield, North of Kern River	Bakersfield cactus, San Joaquin kit fox, blunt nose leopard lizard,
12	Fairfax Rd – Hwy 178	Bakersfield cactus
13	Kern Bluffs	Bakersfield cactus, San Joaquin kit fox, blunt nose leopard lizard, short nose kangaroo rat
14	Fuller Acres	Bakersfield cactus
15	Mouth of Kern Canyon	Bakersfield cactus
16	Cottonwood Creek	Bakersfield cactus
17	Bena Hills – Caliente Hills	Bakersfield cactus, Vazek's clarkia, California jewel flower, Comanche Point layia, Tejon poppy
18	Sand Ridge	Bakersfield cactus, short nose kangaroo rat, San Joaquin kit fox, San Joaquin wooly thread
19	Comanche-Tejon Hills	Bakersfield cactus, San Joaquin kit fox, blunt nose leopard lizard, Comanche Point layia, Tejon poppy, short nose kangaroo rat
20	Kern Lake – Gator Pond	Buena Vista Lake shrew, Bakersfield smallscale, Comanche Point layia
21	Mettler-Wheeler Ridge	Bakersfield cactus, San Joaquin kit fox, blunt nose leopard lizard, short nose kangaroo rat

Source: USFWS (1998), Table 8

Notes: Locations are shown in orange squares in Figure 4.8

Environmental Enhancement – Opportunities and Objectives

There are now immediate opportunities for substantial ecosystem restoration in the San Joaquin Valley. Even with maximum use of local supplies and increased exports from the Delta there is simply not enough water to sustain the current extent of irrigated lands in the San Joaquin Valley. Without a comprehensive conservation plan, retirement of agricultural land will result in a fragmented landscape of fallowed agricultural land, dust from fallowed land resulting in poor air quality, conditions for the proliferation of pests and weeds, and the continued decline of remnant native ecosystems. While uncoordinated retirement of irrigated lands can create certain problems, it also presents two key opportunities (Kelsey et al 2018). It provides for the reorganization and enhancement of landscape mosaics to restore and protect habitat needed for native species and serves as a means to eliminate the primary cause of land subsidence impacting infrastructure.

The San Joaquin Valley is home to a variety of natural land-cover types, including wetlands, grasslands, woodlands, and riparian communities where numerous species reside, including endangered species and species of conservation concern. The Valley is a critical component of the Pacific flyway for migratory birds. In addition, reconnecting floodplains with rivers provides flood protection and improves habitat extent and quality for aquatic species. The repurposing of irrigated lands in a coordinated manner can therefore provide substantial environmental benefits, restoring ecosystems that have diminished in size and have been deteriorating for a century and a half.

The ambitious objective of the environmental vision presented here is to restore and repurpose lands to provide environmental conditions that can enable the recovery and delisting of species of concern that inhabit the Valley by providing protected habitats of adequate extent and condition species of concern. A number of environmental initiatives have been undertaken or are underway in the Valley that provide informed components necessary to advance that objective. Nearly all of those projects will require some form of land re-purposing and many projects would require

repurposing of water supplies. Some of these are geographically specified, such as restoration projects undertaken by The Nature Conservancy, Ducks Unlimited, River Partners and the Groundwater Sustainability Agencies that are developing multi-benefit recharge basins.

At a broader scale, numerous planning efforts have already recognized needs and opportunities on lands requiring environmental restoration, providing helpful guidance to water planning for the Valley. Those efforts include work from the following organizations:

- A Conservation Strategy for restoration of the Sacramento-San Joaquin Delta, Sacramento Valley and San Joaquin Valley Regions (CDFW, USFWS, NOAA 2014).
- Willams et al. (1998) “The Endangered Species Recovery Program is a cooperative research program on biodiversity conservation in central California, administered at California State University, Stanislaus. The program was established in August 1992 at the request and with the support of the U.S. Fish and Wildlife Service and the Bureau of Reclamation, under the direction of Dan Williams at CSU Stanislaus. Over the past decade, ESRP has grown into a cooperative research program working with local, State, and Federal agencies, non-governmental organizations, corporations, and private landowners.”
- The Tulare Basin Wildlife Partners (TBWP) was established in May 2005 to serve as a catalyst for protecting and restoring natural communities and is solely focused on creating integrated land and water management solutions in the Tulare Basin. About - Tulare Basin Watershed Network
- Conservation Strategy for Restoration of the Sacramento-San Joaquin Delta, Sacramento Valley and San Joaquin Valley Regions (ERP 2014) serves as a conceptual framework to guide environmental restoration, including development of conservation priorities and processes to identify and implement restoration opportunities, and monitoring to guide and improve its success in the Sacramento-San Joaquin Delta, and the Sacramento Valley and the San Joaquin Valley regions.
- San Joaquin Valley Greenprint (Thorne et al 2014). The San Joaquin Valley Greenprint was created as a voluntary, stakeholder-driven project to help the eight counties of the San Joaquin Valley create long-term environmental and economic sustainability in the face of challenges associated with economic growth, climate change and environmental protection and enhancement.
- Central Valley Joint Venture (2020). “The CVJV is one of 21 habitat-based Migratory Bird Joint Ventures in North America, all of which work to protect and restore bird habitat. The U.S. Fish and Wildlife Service (USFWS) provides guidance for the establishment and organization of Joint Ventures. The USFWS defines Joint Ventures as self-directed partnerships of agencies, organizations, corporations, tribes and individuals that have formally accepted the responsibility of implementing national or international bird conservation plans within a specific geographic area or for a specific taxonomic group and have received general acceptance in the bird conservation community for such responsibility

(USFWS 2005). The CVJV is a self-directed coalition consisting of 19 public and private organizations. For more than 30 years, the partnership has directed its efforts toward the common goal of meeting the habitat needs of migrating and resident birds in California's Central Valley".

- Sequoia Riverlands Trust is a regional nonprofit land trust dedicated to strengthening California's heartland and the natural and agricultural legacy of the southern Sierra Nevada and San Joaquin Valley. About Us — Sequoia Riverlands Trust
- Kaweah Groundwater Subbasin Regional Conservation Investment Strategy (ICF 2022) was developed to advance the conservation of focal species and their habitats, including working lands and natural communities, to sustain those species over time as environmental conditions in the planning area change.
- San Joaquin Valley Regional Conservation Investment Strategy (ESA 2025) is a conservation vision to help guide beneficial actions to improve region-wide species and habitat recovery efforts. It is a conservation planning tool to promote the conservation of species, habitats, and other natural resources in the San Joaquin Valley.
- California State Wildlife Action Plan (CDFW 2025) SWAP 2025 includes conservation strategies that respond to current and future challenges with specific objectives and actions. The conservation strategies consider the anthropogenic pressures imposed by the legitimate need for food, housing, transportation, and recreation, taken together with the recognition of limited funding and time. The strategies focus on restoring ecological function and processes capable of withstanding the stresses imposed by a changing environment.

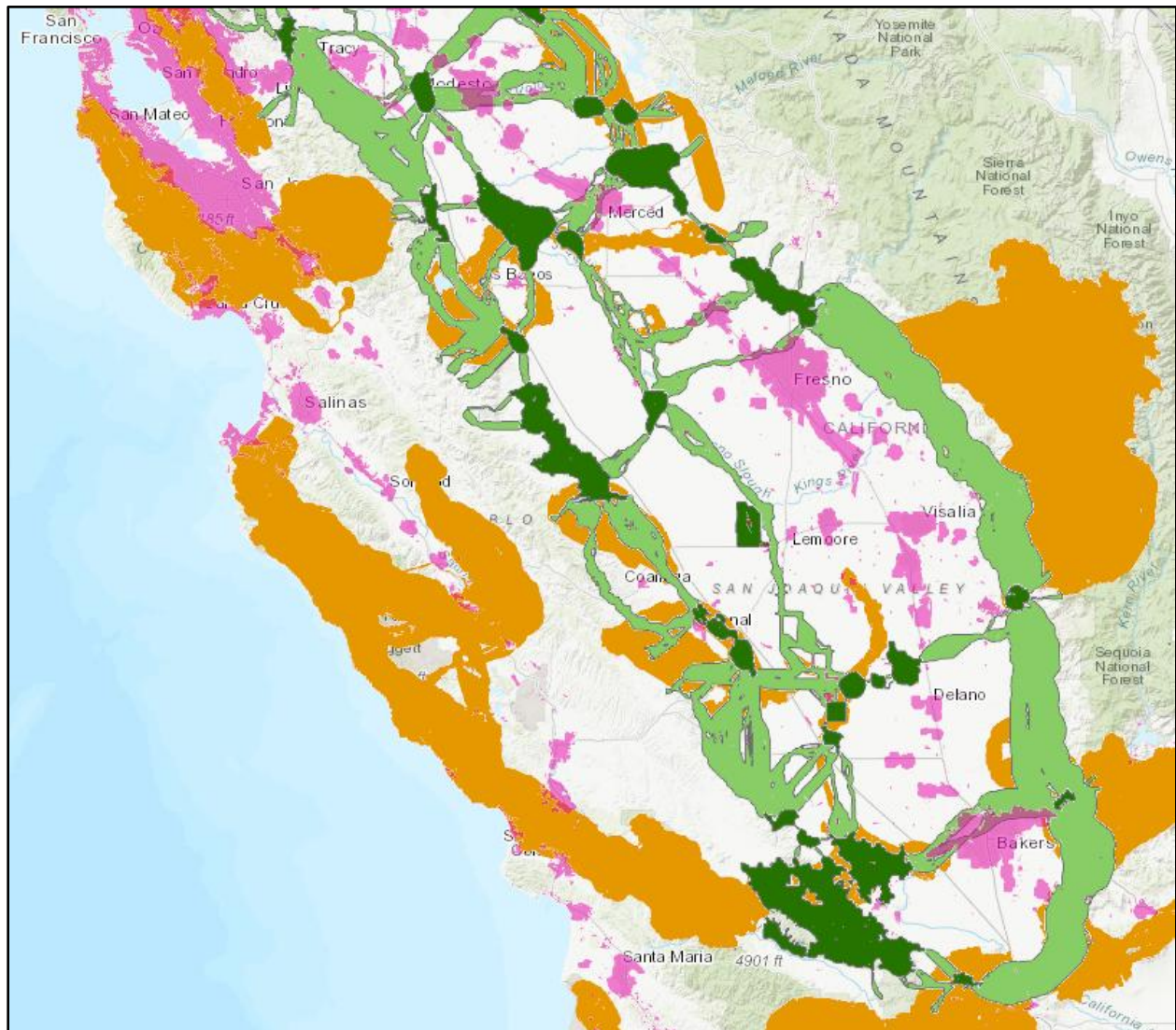
Most of these projects and programs recognize fundamental ecological principles including the establishment of core areas and connecting corridors (Huber et al. 2010, Figure 4.7, Tulare Basin Watershed Partnership). Landscape corridors provide linkages that allow terrestrial species to migrate through and to move from areas experiencing temporally adverse environmental conditions. Corridors also facilitate inter-mixing of otherwise separated populations, thereby maintaining genetic diversity within populations and species.

Collectively, work products from the above efforts offer support and planning opportunities that can be woven into a conceptual conservation plan for the San Joaquin Valley.

Acreage objectives by landcover type were specified in some of these efforts (Table 4.8) and vary, partly because they were focused on sub-areas of the whole Valley or because of their particular focus. Not included in Table 4.8 are the water requirements to meet in-stream flow requirements. Those are provided in Tables 2.3 for The San Joaquin River Restoration and Table 2.5 for the Healthy Rivers and Landscape program. Restoration of all habitats is needed to ensure the protection of endangered species listed above.

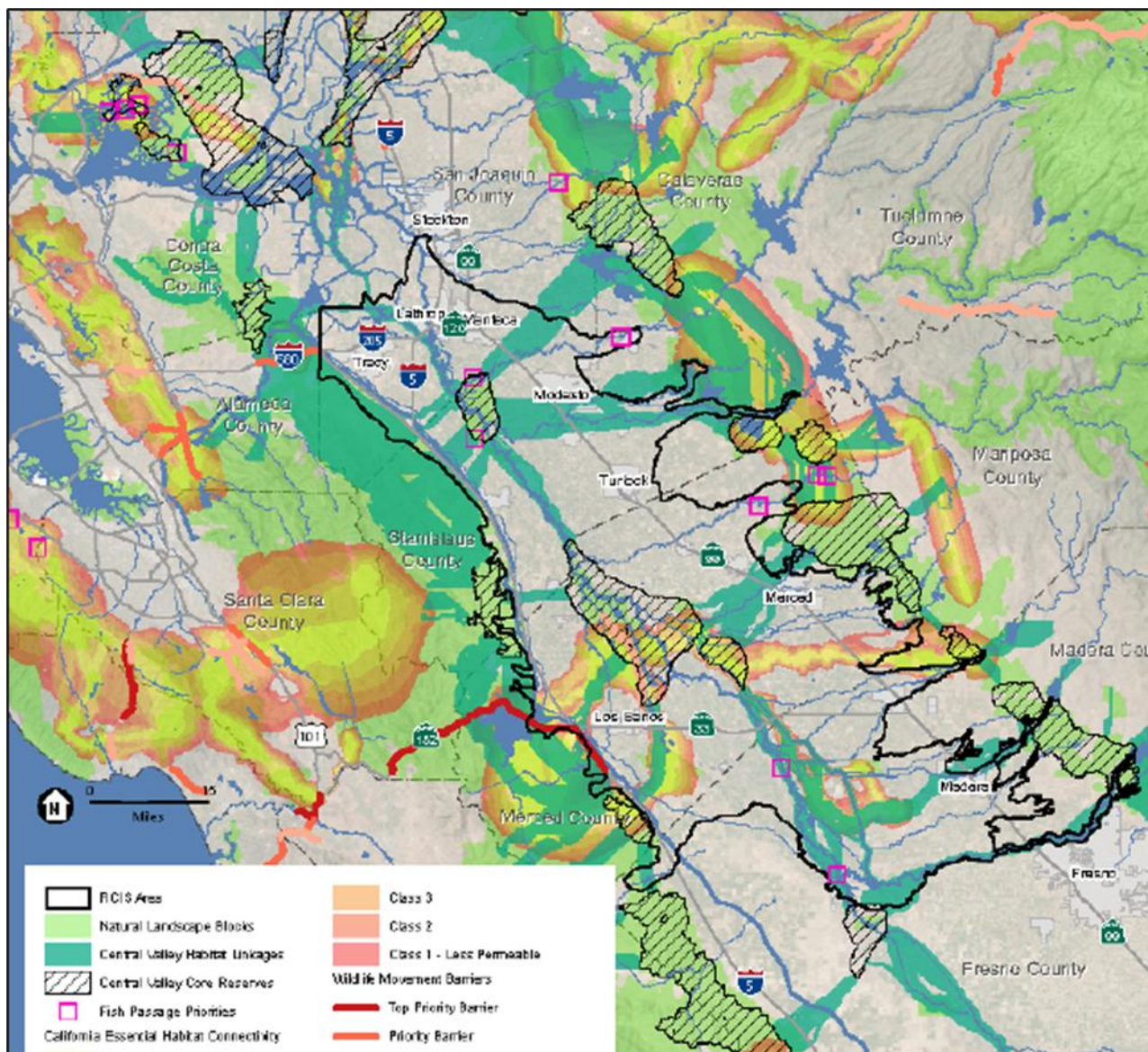
The Central Valley Joint Venture quantified targets for restoration of certain ecosystems. The Collaborative Action Program for the San Joaquin Valley is working on updating those targets. They

have not been published and are subject to further review, but the most recent objectives are provided in Table 4.8.



Source: Conservation Biology Institute (2020)

Figure 6-7. Candidate core areas and potential landscape corridors



Source: ESA (2025) Figure 2-7

Figure 6-8. Habitat Connectivity in the San Joaquin Hydrologic Region

Table 6-8. Restoration Goals by Habitat Type for the San Joaquin Valley (acres)

Landcover Type	CVFPP	CVJV	TNC	TBWP	RCIS	CAP	UVP Target
Focus of Scope for Acreages cited	San Joaquin River	Bird habitat	Upland habitat	Tulare Lake Hydrologic Region	San Joaquin Hydrologic Region	SJV floor	San Joaquin Valley floor
Alkali Desert Scrub			47,000	144,500	4,230	50,000	120,000
Aquatic & Semi-permanent					8,200	16,500	16,500
Floodplain	14,600			37,700	57,600	80,000	80,000

Grassland		10,300		235,300		50,000	80,000
Riparian	7,900	17,600		28,600	8,368	17,650	30,000
Vernal Pools					49,224		20,000
Wetlands		25,100		49,900	36,300	8,650	50,000
Woodland Habitat		8,500		23,100			4,000
Total	22,500	61,500	47,000	519,100	~164,000	222,800	~400,000

Sources:

CVFPP (2022) Table 1.3 Sum of Lower and Upper San Joaquin River. SEV\CVFPP

CVJV (2020) Table ES-1, sum of semi-permanent and managed seasonal wetlands.

TNC (2020) Focused on Upland Species

TBWP Tulare Basin Watershed Partnership - focused on Tulare Lake Hydrologic Region and included lands above the Valley floor.

Estimates of habitat type were derived from corridor acreages and are approximations.

RCIS (ESA, 2025) Floodplain acreage includes river meander.

CAP (2021) San Joaquin Valley Collaborative Action Program Ecosystem Workgroup Presentation. Upland acreage objective divided equally between scrub and grasslands. Floodplain acreage was increased to 80,000 ac in subsequent versions of the CAP plan.

Notes:

Reported targets have been rounded to the nearest 100 acres.

Planning Considerations

As noted previously, ad hoc environmental restoration is unlikely to maximize environmental benefits. Rather, environmental objectives are more likely to be achieved by developing and implementing a strategic plan that employs widely accepted ecological principles.

Williams et al. (1998) formalized a multiple species recovery plan for imperiled species of plants and animals in the San Joaquin Valley. They developed an endangered species recovery plan for imperiled upland species of plants and animals. While their focus was on upland species the planning principles they employed are broadly applicable. They listed six key elements that comprised their recovery strategy: recovery criteria, habitat protection, emphasis on umbrella and keystone species, a monitoring and research program, adaptive management, and economic and social considerations. They go on to explain their concept for habitat protection:

“Considering that habitat loss is the primary cause of species endangerment in the San Joaquin Valley, a central component of species recovery is to establish a network of conservation areas and reserves that represent all of the pertinent terrestrial and riparian natural communities in the San Joaquin Valley.

“Existing natural lands, occupied by covered species, are targeted for conservation in preference to unoccupied natural land or retired farmland. This greatly reduces or eliminates the need for expensive and untested restoration work to make the land suitable to those species. Many covered species are concentrated in the natural communities that persist in the San Joaquin Valley. The recommended approach is to protect land in large blocks wherever possible. Large landscape blocks minimize edge effects, increase the likelihood that ecosystem functions will remain intact, and facilitate effective management.

“Another recommendation of the plan is that, wherever possible, blocks of conservation lands should be connected by natural landscape or land with compatible uses to allow for movement of

species between blocks. Linkages are proposed both on the floor of the San Joaquin Valley and in foothills along the margins of the Valley. Few Valley floor linkages exist at this time; restoration of continuous corridors or islands of suitable vegetation that can act as “stepping stones” will be necessary to provide movement corridors. Natural land remaining along the fringes of the San Joaquin Valley will provide both habitat and landscape linkages.

“Plants and animals depend on habitat connectivity, which is the degree to which organisms or natural processes can move unimpeded across habitats. Animals move between different patches of habitat to feed, rest, and reproduce as part of their daily and seasonal activities. Individuals disperse in search of unoccupied habitat, and some embark on long migrations on which their species depend. As fruits and seeds, plants move between patches of habitat adhered to or in the guts of animals and floating on air or water. Together these movements sustain the diversity and functioning of biological communities. They allow populations to persist through the colonization and recolonization of habitats, and the interchange of individuals and their genes. They also result in habitat patches containing greater numbers and variety of species—thereby having greater resilience.” (ESA 2025)

These principles and other considerations are incorporated in the development of a conceptual conservation plan for the San Joaquin Valley presented later in this report.

Water Use Requirements

Development of a water plan requires the new and unmet environmental water needs to be quantified. This section explains how those calculations were made.

Applied water use for wetlands will vary from site to site based on soil types and infiltration rates with deep infiltration eventually supplementing groundwater supplies. Estimates for consumptive water use by landcover type were estimated based on evapotranspiration rates that vary regionally within the Valley (Figure 4.9). The water-use assumptions for each landcover type are as follows:

- Alkali Desert Scrub - natural precipitation
- Aquatic – 4.4 to 5.2 feet being the 12-month Et by region as specified in Table 4.9. Semipermanent wetlands are assumed to have an applied water demand of 7.4 feet to maintain wetlands from October through mid-July (CVJV 2020). It is assumed wetland vegetation will continue to draw water for the soil for the period from mid-July through September, resulting in a full 12 months of evapotranspiration. Thus, for planning purposes, the evapotranspiration for semi-permanent wetlands is assumed to be the same as for aquatic habitats.
- Floodplain – assumes eight months of flooding and evapotranspiration by vegetation resulting from that flooding (2.9 to 3.4 feet for December through July, Table 4.9) in wet years and three months of flooding and evapotranspiration (1.3 to 1.5 feet for March through May, Table 4.9) in above-normal years. Wet years are assumed to have a frequency

of 32% and above-normal years of 14% (Dayflow SJR Index) resulting in an annual average use of 1.1 to 1.3 acre-feet per acre.

- Grassland - natural precipitation
- Riparian - 4.4 to 5.2 feet being the 12-month Et by region as specified in Table 4.9. Vegetation is assumed to be mostly deciduous hardwood with grass and shrub undercover resulting in year-round evapotranspiration.
- Vernal Pools - natural precipitation
- Seasonal Wetlands are assumed to have an applied water demand of 5.1 feet for August through March with one or two irrigations between April and July to ensure adequate seed production (CVJV 2020). Assuming full evapotranspiration for August through March and 50% evapotranspiration April through July results in an annual use of 3.2 to 3.9 acre-feet per acre.
- Woodland Habitat - natural precipitation

Table 6-9. Evapotranspiration by Region

Month	Region 12	Region 14	Region 15	Region 16
	Pan Evapotranspiration (inches)			
January	1.24	1.55	1.24	1.55
February	1.96	2.24	2.24	2.52
March	3.41	3.72	3.72	4.03
April	5.10	5.10	5.70	5.70
May	6.82	6.82	7.44	7.75
June	7.80	7.80	8.10	8.70
July	8.06	8.68	8.68	9.30
August	7.13	7.75	7.75	8.37
September	5.40	5.70	5.70	6.30
October	3.72	4.03	4.03	4.34
November	1.80	2.10	2.10	2.40
December	0.93	1.55	1.24	1.55
Total (inches)	53.37	57.04	57.94	62.51
Total (feet)	4.4	4.8	4.8	5.2
Precipitation (feet)	11-17.3	12-12.5	6.4 to 12.5	8.5
Seasonal Wetlands & floodplains (feet)	1.1	1.2	1.2	1.3

Source:

Evapotranspiration [etozonemap.jpg \(1462×1693\) \(ca.gov\)](#)

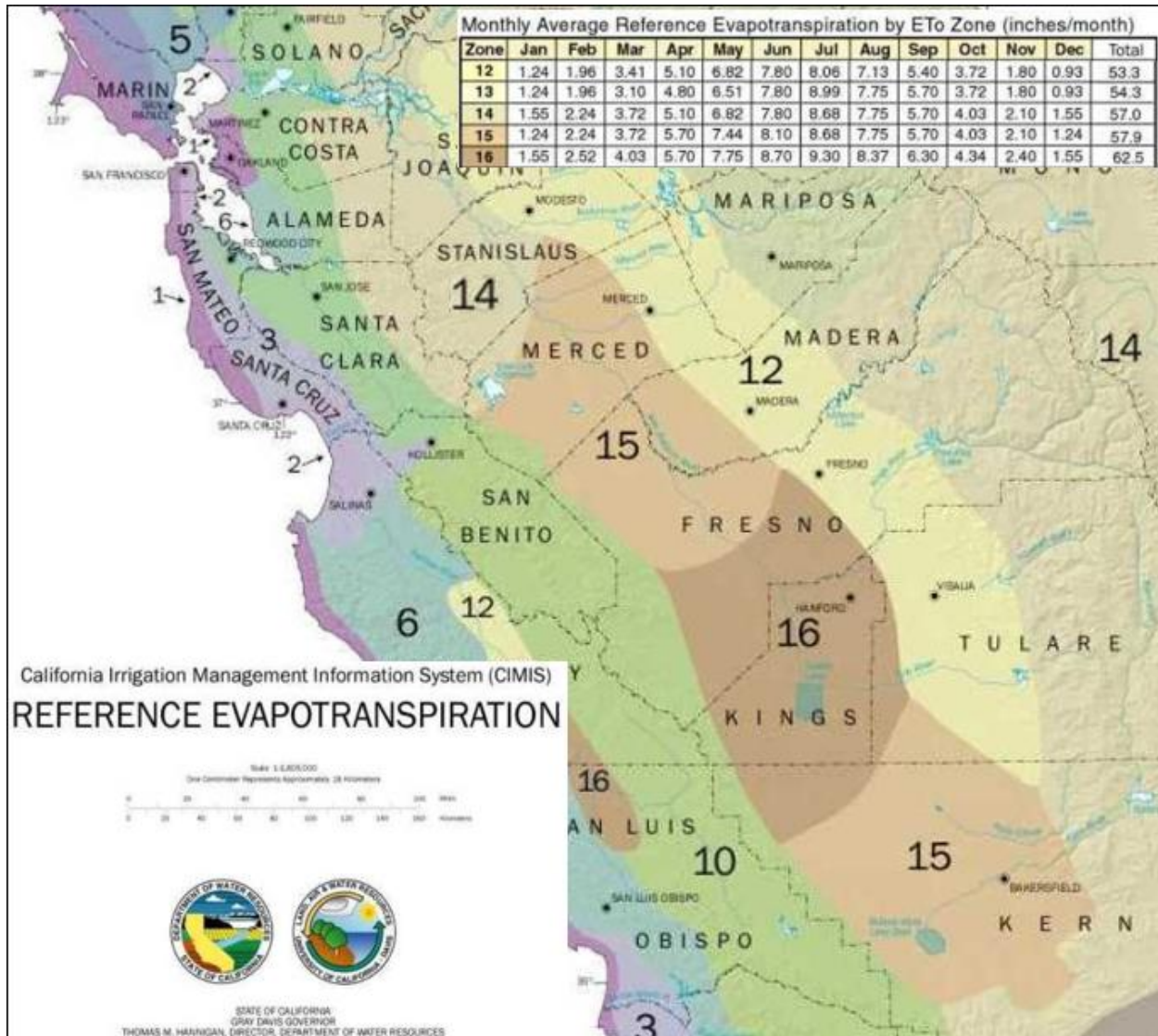
Precipitation data [Average Yearly Precipitation for California Cities - Current Results](#)

Notes:

Total Evapotranspiration is used for the water use by aquatic and riparian ecosystems.

Precipitation is used for the water use of grassland, vernal pool, desert scrub and woodland ecosystems.

Water use by seasonal wetland and floodplain ecosystems is calculated in wet years as evapotranspiration from December through July and in above-normal years from March through May. Flows are assumed to cease in June in wet years and in April in above normal years with the use of soil moisture accounting for another month of evapotranspiration. An annual weighted average is calculated assuming a wet year frequency is 32% and above-normal frequency of 14%.



Source: CA DWR CIMIS EToZone map

Figure 6-9. Reference Evapotranspiration by Region

Table 6-10. Estimated Water Needs for Environmental Restoration in the San Joaquin Valley

Landcover Type	Unit Water Use (feet)	Goal (acres)	Additional Water Supply Objective (acre feet)
Alkali Desert Scrub	Precipitation	120,000	0
Aquatic & Semi-permanent	4.4 to 5.2	16,500	72,600 to 85,800

Floodplain	1.1 to 1.3	80,000	88,000 to 104,000
Grassland	Precipitation	80,000	0
Riparian	4.4 to 5.2	30,000	132,000 to 156,000
Vernal Pools	Precipitation	20,000	0
Wetlands (Seasonal)	3.2 to 3.9	50,000	160,000 to 195,000
Woodland Habitat	Precipitation	4,000	0
Total		~400,000	452,600 to 540,800

Conclusion

Retiring extensive areas of irrigated land to reduce water demands and to close the water-supply demand gap offers the potential for restoration of ecosystems that were once expansive in the San Joaquin Valley. Numerous planning efforts have established targets for restoration. Based on those efforts, the needs for environmental purposes were estimated to range from 450,000 acre-feet to 540,000 acre-feet. These quantities do not include additional water for instream flow requirements or supplemental water needs for wildlife refuges, both of which are included in Chapter 2.

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Changes in the Distribution of Great Valley Vernal Pool Habitats from 2005 to 2018 | San Francisco Estuary Institute



Meeting Agenda

Date & Time: 12/8/2025 | 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/85772019410?pwd=lqLeY3ANNGE3GDxbTPjaKlqkm4Plnh.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

1.	Call to Order/Roll Call	
2.	Finance & Administration Committee to Consider Additions or 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 November 3, 2025 Meeting Minutes	

REPORT ITEMS

5.	FY26 Activity Agreements Budget to Actual Report through 10/31/25	Tarka
6.	FY26 O&M Budget to Actual Report through 10/31/25	Tarka
7.	Contract/Procurement Activity Reports	Tarka
8.	Accounting Updates	Tarka
9.	Executive Director's Report (May include reports on activities within the Finance & Administration Committee's jurisdiction re: 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
10.	Committee Member Reports	
11.	Reports Pursuant to Government Code Section 54954.2(a)(3)	
12.	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**DECEMBER 8, 2025**

15671 W. Oakland Ave
Five Points, CA 93624

1025 Deerhaven Drive
Vista, CA 92084



Meeting Minutes

Date & Time: 11/3/2025 | 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: Cannon Michael, Member
Division 1: Anthea Hansen, Chair/Member
Division 2: Justin Diener, Member
Division 3: Chris White, Member
Jarrett Martin, Alternate
Division 4: Absent
Division 5: Bill Pucheu, Member
Manny Amorelli, Alternate
FWA: Wilson Orvis, Alternate

Board of Directors Present

Division 1: Bobby Pierce, Director
Anthea Hansen, Director
Division 2: Justin Diener, Alternate
Division 3: Chris White, Alternate
Jarrett Martin, Director
Cannon Michael, Chair/Director
Division 4: Dana Jacobson, Director
Division 5: Bill Pucheu, Director
Allison Febbo, Director
Manny Amorelli, Director

FWA Representative: Absent

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
Lauren Viers, Accounting Manager
Jaime McNeil, Engineering Manager
Bob Martin, Facilities O&M Director
Chauncey Lee, O&M Manager
Eddie Reyes, Information Systems Technician

Others Present

Patrick McGowan, Panoche Water District
John Wiersma, Henry Miller Reclamation District
Ingrid Sheipline, Richardson & Co. (ZOOM)

Agenda

Item	Topic	Lead

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 October 6, 2025 Meeting Minutes** – Chair Anthea Hansen deemed the minutes approved with suggested non-substantive edits.
5. **Recommendation to Board of Directors to Accept the Treasurer’s Report for the Quarter Ending September 30, 2025** – Director of Finance Raymond Tarka briefly reviewed the Treasurer’s Report. Tarka stated that total cash as of September 30, 2025 was \$51,118,653.81. M/S - On a motion made by Chair/Member Anthea Hansen, seconded by Alternate Wilson Orvis, the Committee recommended acceptance of the Treasurer’s Report for the quarter ending September 30, 2025. Vote: Ayes – Michael, Hansen, Diener, White, Pucheu, Orvis; Nays – 0; Abstentions – 0. Tarka
6. **Recommendation to Board of Directors to Authorize Fourth Amendment and Related Budget Increase of \$84,100 for DCI Arc Flash Investigation and Fault Analysis Project Task Order with DHR Hydro Services, Inc.-** Chief Operating Officer Pablo Arroyave reviewed the item. Arroyave stated that the original DCI Arc Flash Investigation and Fault Analysis Project and associated outage was rescheduled from September to mid-November due to pumping concerns. Arroyave explained that due to the unexpected delays and complexities of the project, DHR Hydro Services is requiring additional support to complete the project resulting in a budget increase of \$84,100. However, there are budget funds available for use. Arroyave, McNeil
M/S - On a motion made by Alternate Wilson Orvis, seconded by Member Chris White the Committee recommended authorizing the Fourth Amendment and related budget increase of \$84,100 for DCI Arc Flash Investigation and Fault Analysis Project Task Order with DHR Hydro Services, Inc. Vote: Ayes – Michael, Hansen, Diener, White, Pucheu, Orvis; Nays – 0; Abstentions – 0.
7. **Recommendation to Board of Directors to Accept Fiscal Year 2023 Audited Financial Statements** – Director of Finance Raymond Tarka introduced the item. Tarka then referred to external auditor Ingrid Shepline from Richardson and Company to review the final draft of the FY2023 audited financials. Shepline began by noting the partner rotation requirement due to the number of years auditor Brian Nash had been auditing the Authority’s financials. Ingrid then reviewed the audit outline provided to the committee. The outline noted changes and significant variances from the FY2022 audit. The most notable change in the FY2023 audit was a reclassification of the EO&M and CIP fund balances from unrestricted to restricted. After further review by staff and the auditor, it was decided these funds need to be reclassified as restricted because they were collected from members for the purpose of a specific project and in order to be used for other projects staff would need to go back to board for approval. Shepline then reviewed the Governance Letter and Management letter with the committee. Tarka and Shepline answered questions throughout the presentation. Tarka

M/S - On a motion made by Member Justin Diener, seconded by Member Chris White, the Committee recommended acceptance of Fiscal Year 2023 Audited Financial Statements. Vote: Ayes – Michael, Hansen, Diener, White, Pucheu, Orvis; Nays – 0; Abstentions – 0.

8. **Planning Committee Recommendation Regarding Adoption of Cost Allocation Recommendation for Phase 1 of the DMC Subsidence Correction Project, and Possible Recommendation to Board of Directors Regarding the Same** – Executive Director Federico Barajas reviewed the memo provided to the committee and relevant enclosures, which outlined various payment options associated with Phase 1 Implementation of the DMC Subsidence Correction Project. Barajas stated the Planning Committee recommended scenario 1 with the note that there could be potential adjustments for tasks 1 and 2 based on technical information related to modeling and benefits to Friant Water Authority. Barajas, Arroyave
- M/S - On a motion made by Alternate Wilson Orvis, seconded by Ex-Officio Member Cannon Michael, the Committee recommended adoption of the Planning Committee Recommendation Regarding Cost Allocation Recommendation for Phase 1 of the DMC Subsidence Correction Project. Vote: Ayes – Michael, Hansen, Diener, White, Pucheu, Orvis; Nays – 0; Abstentions – 0.
9. **Recommendation to Board of Directors to Adopt the Proposed Fiscal Year 2027 OM&R Budget, Including Routine OM&R and Extraordinary OM&R/Capital Improvement Project Budgets** – Chief Operating Officer Pablo Arroyave introduced the item. Arroyave began by confirming the O&M Technical Committee’s recommendation for proposed projects in FY2027. Arroyave then continued to review the budget PowerPoint presentation, which summarized the various components of the O&M, RO&M, & EO&M budgets including a proposed increase salary of 3.5% reflecting a cost-of-living adjustment. Staff then provided a preliminary rate discussion based on the numbers presented in the budget. Arroyave indicated that upon recommendation, the O&M budget will be distributed to CVP contractors for a 30-day review period, and will go to the Board for approval in January or February with the Activity Agreement budget. Arroyave
- M/S - On a motion made by Alternate Wilson Orvis, seconded by Member Bill Pucheu, the Committee recommended adoption of the proposed Fiscal Year 2027 OM&R Budget, including Routine OM&R and Extraordinary OM&R/Capital Improvement Project Budgets. Vote: Ayes – Michael, Hansen, Diener, White, Pucheu, Orvis; Nays – 0; Abstentions – 0.
10. **Update on O’Neill Pumping/Generating Plant Rehabilitation Project** – Chief Operating Officer Pablo Arroyave introduced Engineering Manager Jaime McNeil who provided an update on the plant rehabilitation project. McNeil reviewed a PowerPoint presentation with the committee, and described damage in the spare transformer that required work to be stopped. Arroyave, McNeil

11. **FY26 Activity Agreements Budget to Actual Report through 9/30/25 -** Tarka
Director of Finance Raymond Tarka presented the Budget to Actual Report through September 30, 2025 for the Activity Agreement funds. Tarka stated for the seven-month period, the budget was trending positive overall with actual spending ending September 30, 2025 at \$4,093,082 or 30.48% of the approved budget.
12. **FY26 O&M Budget to Actual Report through 8/31/2025 –** Director of Finance Raymond Tarka reported that for WY25, the self-funded routine O&M expenses through September 30, 2025 are under budget by \$941,591 or 7.09%, mainly due to the timing of expenditures for O&M expenses in most cost pools. Intertie conveyance costs continue to trend over-budget. The fiscal year 2023 audit has been completed and will be presented to the Board later this week. The fiscal year 2024 and 2025 audits are underway and will be completed as soon as possible. Tarka
13. **Contract/Procurement Activity Report –** Director of Finance Raymond Tarka presented the Contract/Procurement Activity Report for the period of October 1, 2025 through October 31, 2025. There were no contracts executed during this time. On October 15th, a third contract change order was issued with DHR Hydro, Inc. in the amount of \$70,000 for the Jones Pumping Plant Excitation and Control Panel Replacement Project. Tarka
14. **Executive Director's Report** Barajas
 - a. **Budget Workshop** – Executive Director Federico Barajas reported that the FY27 Budget Workshop is scheduled for December 2025.
15. **Committee Member Reports** – No reports.
16. **Reports Pursuant to Government Code Section 54954.2(a)(3)** – No reports.
17. **Adjournment** - The meeting was adjourned at approximately 1:37 p.m.



MEMORANDUM

TO: SAN LUIS & DELTA-MENDOTA WATER AUTHORITY DIRECTORS
FROM: SAMANTHA BARNCASTLE, EXECUTIVE DIRECTOR
SUBJECT: UPDATE REPORT
DATE: DECEMBER 8, 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. This month's report covers many of the issues I've tracked over the last month, the Alliance engagement in those matters, and upcoming deadlines and other things to keep an eye on as we end our year.

GOVERNMENT SHUTDOWN – FINALLY OVER

After 43 days, the longest shutdown in U.S. history ended on November 12 with passage of a bipartisan funding package that restored federal operations and provided critical stability for agriculture and western water interests. The final FY 2026 Agriculture–FDA appropriations bill rejects most proposed cuts and includes \$26.7 billion in discretionary funding—maintaining \$903 million for conservation programs, \$850 million for NRCS working lands assistance, targeted investments in watershed and dam rehabilitation, and roughly \$10 million for irrigation modernization efforts important to western producers. Key agencies such as ARS, NIFA, FSA, and APHIS also received solid support, while some reductions were made to U.S. Department of Agriculture (USDA) climate hubs and urban agriculture programs. The bill extends the 2018 Farm Bill through January 30, 2026, ensuring continuity for commodity programs, crop insurance, Conservation Reserve Program (CRP), and nutrition programs. The agreement reverses shutdown-related layoffs, restores agency operations, and includes several notable provisions—from delaying FDA's food traceability rule to establishing a new USDA rural energy savings pilot. For the Family Farm Alliance, this deal provides needed funding stability for conservation, watershed restoration, and irrigation modernization at a time when western producers face drought, regulatory pressure, and market uncertainty, but there is more work to be done. We will continue to closely track implementation and any lead-up to full Farm Bill reauthorization in 2026, though right now, there is no 'skinny' farm bill expected before Christmas.

TRUMP 47 ADMINISTRATION

1. Administration appointments

More than a month after the Senate confirmed Michael Boren as USDA undersecretary overseeing the Forest Service, he still hasn't assumed the role and remains in a temporary Department of Interior (DOI) position. The uncertainty has caused confusion within the Forest Service, especially as USDA weighs a potential reorganization that could shift parts of the agency to DOI. Despite expectations from lawmakers and stakeholders that he would play a key role in upcoming forest management initiatives, there are no signs Boren has begun his USDA duties, and USDA won't say when he will. Additionally, in Mid-November the Senate Commerce, Science and Transportation Committee activity included a vote on several high-profile nominees, among them Timothy Petty—former DOI assistant secretary for water and science—who pledged to accelerate fishery stock assessments while maintaining scientific integrity. His nomination is expected to move to a floor vote soon.

Meanwhile, the broader nomination landscape remains turbulent: President Trump has withdrawn 57 nominees in his second term—far more than any president in a first year—due to GOP resistance, vetting problems, internal disagreements, and shifting White House direction. The presidential personnel office has tightened background checks in response. Separately, the Administration suffered a blow when the 3rd Circuit Court of Appeals upheld the disqualification of Alina Habba as New Jersey's acting U.S. attorney, underscoring ongoing challenges the administration faces in placing loyalists in top federal legal positions.

2. Administration's Expedited Permitting Agenda Moves Forward

a. Waters of the US (WOTUS)

The Trump Administration has released a sweeping proposal to redefine “Waters of the United States” under the Clean Water Act (CWA), a move that is poised to significantly narrow federal jurisdiction over wetlands and small or intermittent streams. The proposal is intended to align the definition of WOTUS with the Supreme Court's 2023 *Sackett* decision, which requires a “relatively permanent” water connection and a “continuous surface connection” for federal oversight. For Western farmers, ranchers, and irrigation districts, the rule represents a long-awaited shift toward greater clarity, reduced permitting burdens, and meaningful limits on federal overreach—especially for features like ditches, ephemeral drainages, and a variety of other water features that have been the source of uncertainty for years. Republican lawmakers, the Western Caucus, and agricultural groups have praised the rule as a common-sense correction that restores property rights and state authority after more than a decade of regulatory whiplash. Although environmental organizations and some Democrats criticize the proposal as too narrow, removing protections for many wetlands and small streams, the Environmental Protection Agency (EPA) and the Army Corps of Engineers (Corps) emphasize that the new approach is grounded in *Sackett* and designed to be clear, durable, and workable for landowners. The proposal is expected to generate substantial comment activity, and likely litigation, but for now it signals a significant pivot toward regulatory certainty for producers across the West. Additionally, some states have already begun ‘beefing up’ their own regulations to account for federal withdrawal of jurisdiction.

Comments regarding the new proposed rule are due January 5, 2026. An extension on the comment deadline of 30-days has been requested by some conservation groups and an association of cities, but it is unclear whether it will be granted. The Alliance team has plans to meet with a variety of groups, including members, partners, EPA’s office of Water and others before finalizing its comments. Those will be coming to you for review over the holidays, so please watch out for them.

b. ESA Rulemaking

The Administration has initiated a major overhaul of Endangered Species Act (ESA) regulations, advancing four proposed rules that collectively roll back the Biden-era ESA framework and reinstate key elements of the 2019–2020 rules. Over the past two months, the White House Office of Information and Regulatory Affairs (OIRA) has cleared three coordinated ESA rulemaking packages—addressing species listings, critical habitat designations, interagency consultation procedures, and threatened-species protections. All four rules were formally released by DOI and NOAA on November 19, 2025.

The proposals would restore a more restrictive definition of “foreseeable future,” tighten criteria for listing species or designating unoccupied habitat, and bring back the flexibility to decline critical habitat designations when they are not considered “prudent.” The Administration also proposes eliminating the “blanket rule” for threatened species and replacing it with species-specific 4(d) rules, similar to the long-standing NOAA Fisheries approach. Interagency consultation procedures would revert to the 2019 framework, removing the Biden Administration’s requirements for offsets and broader “effects of the action” standards. Importantly for landowners and project sponsors, the package reintroduces economic and national security considerations in critical habitat exclusion decisions and permits economic information to be included in the public record for listing decisions—though statutory language still requires decisions to be based on the best scientific and commercial data.

Supporters, including Western Caucus leaders, argue that the revisions restore clarity, reduce federal overreach, and align ESA implementation with the recent Supreme Court decision, called *Loper Bright*, regarding limiting agency discretion. Agricultural organizations and public-lands stakeholders are broadly supportive of reforms that improve predictability for grazing, water operations, and infrastructure projects. Environmental groups strongly oppose the package, warning that the proposals weaken protections for at-risk species and could limit recovery efforts on private and public lands.

The Alliance plans to provide comments to these proposed ESA reforms, particularly those that affect water operations, habitat designations tied to irrigation infrastructure, and consultation requirements for Bureau of Reclamation (Reclamation) projects. We will focus our comments on the need for regulatory clarity, science-based decision-making, and workable rules that allow Western irrigators to maintain reliable water supplies while contributing meaningfully to species recovery. A more predictable ESA framework—one that eliminates unnecessary procedural burdens and reduces litigation risk—is essential for advancing water infrastructure investment and long-term operational certainty in the West.

The four proposed rules were published in the Federal Register on November 21, initiating a 30-day comment period closing December 22. Environmental groups and states have begun sounding off regarding the need for more time to comment, but an extension on the deadline to file comments is unlikely. Meanwhile, Congress continues to pursue broader legislative changes to the ESA, and key agency leadership positions—including NOAA’s National Marine Fisheries Service deputy administrator—are moving forward in the Senate.

3. DOI Secretarial Order

DOI Secretary Doug Burgum has issued Secretarial Order 3446, a policy shift giving local irrigation districts and other Reclamation contractors greater authority in managing aspects of federally funded water and power projects. Framed as part of the administration’s effort to “unleash American infrastructure” and cut red tape, the order enables Reclamation to revise contracts so qualified local partners can lead portions of procurement and project management while federal oversight remains in place. The first major test will be the B.F. Sisk Dam raise and San Luis Reservoir expansion in California, where the San Luis & Delta-Mendota Water Authority will take on significant procurement responsibilities. Supporters argue the approach could accelerate timelines and reduce costs, while environmental groups warn the policy lacks clarity—particularly regarding how environmental reviews and other federal safeguards will be handled. The order also directs Reclamation to identify broader opportunities to streamline processes across programs, including cost-share requirements, engineering reviews, and compliance obligations.

4. DOI, Bureau of Reclamation: Agency Realignment and Efficiency

Our Reclamation agency realignment initiative is advancing following the much-anticipated new Secretarial Order, which provides additional guidance for the remainder of our work (detailed below). To operationalize this work, three targeted workgroups have been formed, supported by a Steering Committee to ensure coordination with Reclamation leadership. The groups have focused on clarifying federal vs. non-federal roles under the National Environmental Policy Act (NEPA), broadening opportunities for local implementation of operations and maintenance, and cutting unnecessary oversight delays. The overall aim is to reduce bureaucracy, empower qualified partners, and deliver tangible benefits to water users across the West. Summaries of where two of the workgroups are at are provided below.

5. DOI, BLM: Rescission of 2024 Conservation and Landscape Health Rule

Western lawmakers and a broad coalition of agricultural organizations are urging the DOI to fully rescind the 2024 *Conservation and Landscape Health Rule*, which elevated “conservation leasing” and “intact landscapes” to a primary use of federal lands. Members of the Senate Western Caucus argue that the rule created legal uncertainty, sidelined traditional multiple-use activities like grazing and infrastructure access, and introduced exclusionary land-use practices that undermine rural economies. Major agricultural groups—including Farm Bureau, National Cattlemen’s Beef Association, Public Lands Council, and sheep-industry affiliates—submitted comments supporting rescission, noting that the 2024 framework threatened the stability of federal-lands ranching and conflicted with longstanding statutory obligations under the Federal Land Policy and Management Act. The Administration’s proposal to rescind the rule has completed its public

comment period, and significant political and stakeholder attention continues to shape the debate. And last week, DOI rolled out a new program – one dollar one tree, a public lands initiative – to ‘make Christmas great again’ simultaneously and help with landscape clearing and fire prevention in overcrowded forests.

The Family Farm Alliance filed comments supporting full rescission of the 2024 rule. For our members—particularly ranchers, irrigation districts, and water users operating on or near Bureau of Land Management (BLM) lands—the rule’s expansive focus on non-use “conservation” risked complicating access to federal rangelands, impairing water-infrastructure operations, and creating new uncertainties for water rights and watershed management. We view the proposed rollback as an opportunity to restore multiple-use balance, reduce regulatory friction, and ensure that BLM collaborates closely with the local communities who steward these landscapes. We will continue to monitor this rulemaking and related legislation, including proposals to solidify conservation designations and roadless-area protections, for their potential impacts on western water and agricultural operations.

DEVELOPMENTS IN THE 119TH CONGRESS

Congress has returned from an extended recess to an intense, compressed legislative schedule, with leaders racing to complete nine remaining FY 2026 appropriations bills before the Jan. 31 funding deadline. Appropriators remain far apart on key spending levels and policy riders, including in the Interior-Environment and Energy-Water bills—both important to western water, infrastructure and natural resource programs. House and Senate leaders are also trying to clear a backlog of stalled legislation created by the shutdown, including FEMA reform, pipeline safety reauthorization, and a bipartisan highway package. Negotiations continue on the annual National Defense Authorization Act, which is expected to include provisions on nuclear energy, critical minerals, environmental cleanup, and resilience—several of which could intersect with western resource management priorities.

Permitting reform also took center stage this past month with the House markup of the bipartisan SPEED Act, legislation aimed at tightening NEPA deadlines and limiting litigation. Senators are simultaneously working on a broader package that may address transmission buildout and emissions reductions to secure Democratic support. While some Republicans are floating the idea of a second reconciliation bill to advance additional health or tax policies, committee leaders suggest there is little room for further energy or natural-resources legislation through that process, and a bipartisan approach is favored. With compressed timelines, unresolved spending disputes, and a long queue of competing priorities, Congress faces a challenging sprint to advance major bipartisan packages and avoid another shutdown.

6. Senate Energy-Water bill

Senate Republicans released their draft without Democratic support, an uncommon move that signals major obstacles ahead. The dispute largely centers on funding priorities for the Department of Energy, the Corps, and Reclamation. The Senate GOP bill boosts water-infrastructure and fossil-energy spending while cutting clean-energy programs. It proposes a significant funding increase for the Corps, raising its budget to \$9.79 billion, partly to compensate for the loss of earmarks last year and to revive stalled projects, including some previously blocked by the White House. In

contrast, Reclamation would face a 15.5% cut, even as it tackles major drought-related challenges in Western states, further heightening Democratic opposition. In particular, the bill would defund Reclamation's popular Aging Infrastructure Account (AIA) loans by \$200M to help pay for FY 2026 operations. The Account originally was funded by the bipartisan Infrastructure Investment and Jobs Act (IIJA). Senate Democrats sharply criticized the partisan release of the bill, arguing that it undermines negotiation and fails to meet needs in renewable energy and Western water management. The disagreements over Corps funding boosts versus Reclamation cuts underscore the broader struggle to reach a bipartisan spending framework before the January deadline.

We are working with The Ferguson Group to better understand the politics driving this move, and are considering measures intended to alert Western Members of the importance of the AIA to Western water users.

7. Congress Kicks the Farm Bill Can Down the Road for Another Year

House lawmakers voted to extend key farm bill programs for one year as part of the stopgap spending bill that ended the government shutdown, a move Senate Agriculture Chair John Boozman (R-AR) said will give Congress more time to finalize long-delayed updates to farm policy. The extension prevents outdated, decades-old farm law from taking effect in 2026 and provides \$26.7 billion in discretionary USDA funding through September 2026. It continues major programs—including the CRP and federal grain oversight—while other core supports like commodity programs and crop insurance were already extended through 2031 under the GOP *One Big Beautiful Bill* passed in July. The move underscores Congress's ongoing struggle to update the historically bipartisan farm bill, which has become increasingly partisan and complex in recent years.

8. Congress on Conservation programs

Congress has temporarily removed long-standing income and payment caps for the Environmental Quality Incentives Program (EQIP) and Conservation Stewardship Program (CSP) as part of the latest government funding package, effectively opening these major USDA conservation programs to larger, higher-income farming operations for the first time in over two decades. Supporters argue the change reflects rising production costs and will streamline program administration, while conservation and sustainable agriculture advocates warn it will divert already oversubscribed funding away from small and mid-sized farms that rely most on cost-share assistance. Although the shift is tied to a short-term farm bill extension through September 2026, the long-term policy direction remains unclear, particularly as USDA staffing reductions may incentivize agencies to favor fewer, larger contracts over broader participation.

9. Every Drop Counts (H.R. 338) heard in Committee

The House Natural Resources Subcommittee on Water, Wildlife and Fisheries held a hearing on November 19 that covered several Western water and fisheries bills, with the most significant for our members being H.R. 338, the Every Drop Counts Act. The bill would substantially expand Reclamation's Small Storage Program by raising the project cap to 150,000 acre-feet and explicitly supporting large-scale groundwater recharge, aquifer stabilization, and recovery projects—critical tools for drought resilience across the West. Witnesses highlighted how existing 30,000 acre-foot

limits exclude many modern recharge efforts and how expanded capacity would allow Reclamation to better partner with local agencies. The hearing also covered fisheries bills related to interstate coordination, illegal foreign fishing, and NOAA data challenges, while parallel Senate negotiations continue on a broader permitting package tied to transmission policy and clean-energy safeguards.

The Alliance submitted testimony for this hearing, underscoring the importance of flexible storage and groundwater recharge tools to support Western producers and long-term water reliability, and emphasizing the critical importance of groundwater recharge and small storage projects for stabilizing aquifers, protecting Western agriculture, and ensuring national food security. Rep. Jim Costa (D-CALIFORNIA) at the hearing requested that our written testimony be included in the hearing record.

10. SPEED Act to Speed up NEPA reviews

House Natural Resources Chair Bruce Westerman is advancing the SPEED Act (H.R. 4776), a major permitting-reform bill that would tighten NEPA timelines, reduce litigation exposure, expand categorical exclusions, and allow federal agencies to rely on existing state, tribal, or prior federal environmental reviews. The bill, co-sponsored by blue dog Democrat in his last term, Jared Golden, also incorporates new “permit certainty” provisions that would prevent agencies from rescinding or weakening completed NEPA documents or approved permits without a court order—an issue of particular relevance to long-term water supply planning. While Chairman Westerman has been negotiating with House Democrats to secure bipartisan support, the committee markup revealed ongoing divisions. Only two Democrats ultimately supported the bill, citing concerns within their caucus about recent Administration actions affecting renewable energy projects. Nonetheless, the committee advanced the SPEED Act by a 25–18 vote, positioning it as a key component of broader congressional permitting-reform efforts expected this session. As it heads to the House floor with some support from moderate Democrats, some Republicans have signaled trouble as they believe the bill goes too far to protecting wind and solar projects they would otherwise like to see stall.

From the Alliance perspective, many elements of the SPEED Act reflect long-standing priorities for Western water users, including reducing duplicative reviews, improving coordination among agencies, and limiting litigation-driven delays that affect storage, conveyance, and drought-resilience projects. Members of Congress from Western states repeatedly highlighted the multi-year delays faced by irrigation districts and other water managers, underscoring the need for more predictable and timely federal processes. The bill’s future will depend heavily on negotiations in the Senate, where a broader bipartisan package is still taking shape, but momentum for meaningful permitting reform is accelerating. The Alliance will continue monitoring developments closely to ensure Western water infrastructure remains a central part of the national conversation.

11. EXPERTS Act

Congressional Democrats have reintroduced the EXPERTS Act (H.R. 6145), a sweeping proposal aimed at countering the Trump administration’s aggressive deregulatory agenda and restoring federal agencies’ authority in the rulemaking process. The bill would reinstate the *Chevron*

deference overturned by the Supreme Court in 2024, bar private companies from participating in negotiated rulemaking, create a six-year statute of limitations for regulatory challenges, and establish a new Office of the Public Advocate to strengthen public participation. Sponsored by Rep. Pramila Jayapal in the House and Sen. Elizabeth Warren in the Senate, the legislation has only Democratic support and faces long odds in the Republican-controlled Congress. Supporters argue the bill is essential to ensuring that federal regulations continue to protect public health, safety, and the environment amid efforts by the administration to limit agency authority and expedite deregulation.

12. WIFIA Amendments reintroduced

A bipartisan water infrastructure bill aims to boost drought resilience in the West. The bill, which are amendments to Water Infrastructure Finance and Innovation Act (WIFIA), would expand access to financing and technical assistance—particularly for rural areas—enabling more long-term water supply and irrigation projects. Rep. Dan Newhouse (R-WASHINGTON) highlighted the bill as a major step toward helping local water managers maintain systems and secure reliable water for communities and agriculture. At the national level, EPA announced \$7 billion in new WIFIA funding, including \$6.5 billion for water systems and \$550 million for states, alongside five newly approved low-interest loans for major water projects in Texas, Illinois, Oregon, and Florida. Responding to concerns about slowed loan closings, EPA emphasized that the expanded financing will modernize aging infrastructure, support water reuse and resilience, and create jobs. WIFIA remains popular in Congress because small federal appropriations leverage large amounts of low-cost financing, with utilities benefiting from long-term loans that can cover nearly half of major project costs. The Alliance continues to gather more coalition support for this initiative, and will soon be circulating an updated support letter, similar to the one from last time. More soon!

13. Wildfire bills

Senators Cortez Masto (D-NEVADA) and Barrasso (R-WYOMING) also have dueling wildfire bills. Senator Barrasso's S. 140, the "Wildfire Prevention Act," would establish increased annual goals for forest management including mechanical thinning and prescribed burns. Barrasso sponsored a similar bill with then-Sen. Joe Manchin last year. Senator Cortez Masto's bill, the "Western Wildfire Support Act" (S. 91) is a comprehensive bill to improve federal firefighting, enhance detection (UAVs, satellite data), create funding accounts, expedite recovery, and support firefighter training and equipment. It has received bipartisan support in the past. The Alliance continues to watch all wildfire and watershed planning legislation and will continue to monitor these and other related bills.

14. Urban Canal Modernization Act

Congressman Mike Simpson (R-IDAHO) introduced the Urban Canal Modernization Act. This legislation allows Reclamation to authorize a 35% non-reimbursable cost share to help repair and rehabilitate "urban canals of concern," canals through urban areas that would cause significant property damage or possible loss of life if the canal were to fail. Many western canals, including the New York Canal in Boise, are considered urban canals of concern and need repairs. The Urban

Canal Modernization Act has bipartisan support from Reps. Russ Fulcher (R-IDAHO), Dan Newhouse, and Adam Gray (D-CALIFORNIA). The Alliance formerly supports this legislation.

15. PFAS

EPA is proposing significant changes to the Biden-era PFAS reporting rule under the Toxic Substances Control Act. While EPA maintains the same PFAS definition—covering at least 1,400 chemicals—the Trump administration argues the changes reduce burdens on industry while still collecting essential data. At the same time, EPA is moving ahead with approvals of several PFAS-containing pesticides, drawing criticism from environmental groups. The administration continues to support PFAS limits in drinking water but is also seeking court relief from some standards, creating uncertainty for states, farmers, and water providers. Senate Environment and Public Works Chair Shelley Moore Capito (R-WV) is pushing for permanent PFAS liability protections for “passive receivers” — entities such as water systems, landfills, airports, and farmers who do not produce PFAS but receive contamination through their operations. She suggests modeling the protections on the Brownfields program, which provides liability shields to innocent landowners and small waste generators. Senator Capito and others argue that without a clear federal framework for standards, disposal, and liability, cleanup projects and construction activities are increasingly stalled. Democrats on the committee, including Sen. Sheldon Whitehouse, say they are open to reforms but caution that exemptions must not shift cleanup costs to the public or allow manufacturers to escape responsibility. EPA plans to update PFAS disposal guidance in 2026, but lawmakers stressed the need for clearer and more timely federal direction as PFAS designations under Superfund continue to generate complex legal and financial challenges for water managers.

IN THE COURTS

16. PCFFA v Nickels

As previously reported, on September 5, 2025, the United States Court of Appeals for the Ninth Circuit (9th Cir.) issued its decision in *Pacific Coast Federation of Fishermen’s Associations v. Nickels*, affirming summary judgment for the defendants and holding that the CWA’s irrigation-return-flow exemption applies so long as the return flows do not contain additional point-source discharges from activities unrelated to crop production. In the decision, the court clarified that commingled nonpoint source pollution (such as road runoff, windblown dust, or groundwater seepage) does *not* automatically disqualify the exemption, so long as any added point-source pollutants are tied to crop production. Environmental groups filed a petition asking the full Ninth Circuit Court of Appeals to rehear the case. The Alliance participated in an amicus brief in support of Reclamation, SLDMWA, and other water users. Alliance General Counsel Norm Semanko noted that such *en banc* rehearings are rarely granted—only about 2% of requests succeed—and advised that the next step is to wait for the judges to decide whether to reconsider the case. The request has since been denied, so the environmental groups can now appeal to the U.S. Supreme Court, though the likelihood of review there is even lower, around 1%. And given its recent record, environmental groups may also want to think twice before asking the current Supreme Court to weigh in on an environmental issue!

17. Spotted Owl Litigation

Environmental groups, led by Earthjustice and the Center for Biological Diversity, have sued the Fish and Wildlife Service (FWS) for missing ESA deadlines on final listing decisions for two populations of the California spotted owl. The lawsuit filed just before the Thanksgiving holiday seeks to compel FWS to issue overdue determinations following its 2023 proposal to list Southern California owls as endangered and Sierra Nevada owls as threatened, citing ongoing threats such as wildfire, drought, climate change, and competition from barred owls. FWS has attributed its delays to chronic underfunding and ESA workload constraints but declined to comment on the litigation. We will continue to monitor this case for impacts to any ability to maintain watersheds and forests, which may also impact our ability to manage water in the West.

ALLIANCE INITIATIVES

18. AI in the West

Massive growth in AI-driven data centers is rapidly reshaping the West’s energy and water landscape. A wave of “hyperscale” server farm proposals — including an enormous New Era Energy & Digital complex planned for Lea County, New Mexico — would require unprecedented levels of dedicated electricity generation, in some cases prompting developers to pair data centers with their own natural gas or nuclear facilities. Even today, existing data centers consume huge quantities of power and water; California’s centers alone used over 10 terawatt-hours of electricity and 13 billion gallons of water in 2023. Across the West, utilities report that data center demand could triple statewide loads, delay coal-plant retirements, drive new natural-gas generation, require major transmission expansions, and substantially increase costs for legacy ratepayers.

Data center developments are increasingly targeting Western regions with available land, infrastructure, or agricultural water rights. Utilities and state regulators warn that the West’s grid may not be prepared for the surge in demand, raising reliability and affordability concerns for irrigators. Water use for cooling — even with newer air-cooling systems — remains significant, and proposed facilities often seek access to municipal or agricultural supplies. While some developers advertise “sustainable” concepts, most initial operations would rely heavily on fossil-fuel generation, and environmental impacts remain substantial. As this trend accelerates, the Alliance will need to closely track potential impacts on water availability, energy costs, and regulatory pressures facing Western agriculture.

19. Agrivoltaics

A recent article in the NY Times examined the intersection of agriculture and solar farms. Alaska is testing agrivoltaics—the combined use of land for solar power generation and food production—to address the state’s high costs of both energy and produce. Early research shows that crops can benefit from the partial shade provided by solar panels, which can reduce heat stress and water loss, while the vegetation growing beneath the panels may help keep the panels cooler and more efficient. This dual-purpose approach could improve self-sufficiency and reduce expenses for remote communities that rely heavily on imported goods. Although results so far are promising,

the project remains experimental, and researchers emphasize that more data and evaluation are needed before the model can be widely scaled.

WESTERN WATER “HOT SPOTS”

20. Water Outlook Improves: Unpredictable Winter Ahead

As of December 2025, the NOAA outlook for the Western US shows a mixed picture: ongoing long-term drought in the Southwest, but immediate heavy moisture/flooding risk in the Pacific Northwest from multiple atmospheric rivers, while the general Winter outlook suggests improvement for parts of the NW but persistence or development in the Great Plains, with La Niña conditions potentially bringing cooler, wetter patterns to some areas. The Colorado River Basin remains in severe drought, with low reservoir levels, despite some regional precipitation. Three strong atmospheric rivers are hitting Washington and Oregon (Dec 3-10, 2025), bringing heavy rain and potential flooding/landslides, especially to the Olympic Peninsula and Cascades. Drought is expected to improve in eastern Washington, Oregon, and Northern Idaho. In the Southwest & California, widespread drought persists, with low levels in Lake Mead/Powell, though Water Year 2025 had varied precipitation. Southern California-Nevada saw dry conditions with drought continuation into December. Intermountain West saw warmer temps and lower precipitation in western areas, but eastern parts (CO, NM, WY) saw more rain. La Niña conditions suggest cooler/wetter potential for areas like Montana and parts of Colorado. Look for more on the Water Outlook in our Newsletter coming out later this week!

21. Columbia, Snake and Yakima River Basins (ID/OR/MT/WA)

Water tensions are escalating across Washington as severe, multi-year drought conditions force unprecedented regulatory actions and expose long-standing vulnerabilities in water management. In the Yakima Basin, the state issued its first-ever basin-wide curtailment of surface water for all but the most senior rights holders after reservoirs ran nearly dry—an event not seen at this scale in decades. Farmers have been forced to rip out orchards and vineyards, leave crops unharvested, and watch key irrigation districts struggle with century-old, failing infrastructure. The region’s \$4.5 billion agriculture economy is under significant strain, and both irrigators and tribes are expressing frustration with the state’s slow and incomplete water-rights administration, noting that most watersheds remain overallocated.

Meanwhile, on the west side of the Cascades, the Nooksack Basin has entered a full adjudication process after tribes and environmental groups pressed for action to protect instream flows for salmon. Farmers in Whatcom County—many without fully documented water rights and lacking the storage infrastructure available in Yakima—fear future curtailments and uncertainty as litigation proceeds. Across the state, the message is clear: without modernized infrastructure, clearer water-rights accounting, and long-term investments in storage and resilience, both agriculture and ecosystems face a future defined by deeper shortages and escalating conflict.

22. Colorado River Basin (AZ/CA/CO/NE/NM/UT/WY)

a. Negotiations stall

Negotiations among the seven Colorado River Basin states passed the federal government’s November 11 deadline without a preliminary agreement, underscoring persistent divisions over how to share an increasingly scarce water supply. While all parties reported “collective progress,” the core dispute remains unchanged: Lower Basin states want all seven to share mandatory cutbacks during dry years, while the Upper Basin states argue they already live within the limits of hydrology and should not be required to take formal reductions. Years of historic drought-driven declines in river flows and reservoirs that remain roughly one-third full have created a system with little buffer and high stakes. DOI will move forward with releasing draft post-2026 operating options in December under the NEPA process and is now giving the states until mid-February to deliver a detailed consensus plan that can be folded into the federal review.

Despite sharp public rhetoric—most notably from Arizona, which has urged stronger federal involvement—state negotiators emphasize that no one has walked away from the table. Tribes, municipalities, irrigation districts, and conservation interests are all pressing for clarity as decisions about reservoir operations, shortage-sharing, and long-term rules will shape the region for decades. With the river operating under hydrology far drier than assumed in the 1922 Compact, the central challenge ahead is determining how to equitably divide a shrinking resource while maintaining reliability for agriculture, communities, and ecosystems. The next three months will be critical, as the basin must translate broad principles into an actionable, durable framework before the federal government finalizes its own plan by summer 2026. Failure to reach consensus could result in federal intervention or potential litigation—outcomes that all seven states say they wish to avoid.

b. Drought

Arizona’s Drought Interagency Coordinating Group has recommended continuing the state’s long-standing drought emergency and drought declarations, as hotter and drier conditions are expected to persist into a third decade. NOAA forecasts tied to a mild La Niña indicate below-average winter precipitation and reduced snowpack—critical to reservoir recharge—though early-fall storms somewhat improved soil moisture, offering only a “glimmer” of runoff hope. State and federal hydrologists reported continued short- and long-term drought across most of Arizona, below-normal inflows on the Colorado, Salt, and Verde Rivers, mounting pressure on hydropower production, and worsening wildfire and forest-health risks that further undermine watershed reliability. Maintaining the declarations keeps coordination and preparedness mechanisms in place as the state braces for another challenging water year.

23. Klamath River Basin (CALIFORNIA / OREGON)

Chinook salmon are successfully returning to the Klamath River following dam removals, but some are now entering agricultural irrigation canals that lack long-promised fish screens. Landowners and the Klamath Drainage District are concerned both for fish safety and for avoiding regulatory or liability issues if salmon become stranded. Demand for customized screens far exceeds supply, though Oregon recently secured limited new funding and is partnering with federal agencies on multi-screen projects—some of which will not be in place until 2026.

24. California’s Central Valley – NEW Record of Decision!

Reclamation has finalized a new “Record of Decision” that widens pumping from the Sacramento–San Joaquin River Delta — sending more water to farms in California’s Central Valley by scaling back some environmental protections for endangered fish and authorizing increased water exports in both wet and dry conditions. This move is likely to ease supply for irrigators dependent on the federal Central Valley Project, but could renew tension with state regulators and environmental stakeholders over water management and species impacts.

25. Rio Grande Basin (CO/NM)

New binational studies from WWF, Sustainable Waters, and university researchers present the most comprehensive and concerning assessment to date of the Rio Grande–Bravo basin, finding that over 52% of water use is unsustainable and reliant on rapidly depleted reserves, while snowmelt has already declined 17% since 2000 and could drop another 28%, worsening reservoir shortages and drying long river reaches. These hydrologic stresses have driven major agricultural losses—18% of farmland in Colorado’s headwaters, 36% along New Mexico’s Rio Grande, and nearly half in the Pecos Basin—while Mexico’s irrigation use has increased and both countries face growing difficulty meeting treaty and compact obligations. The studies warn that without rapid, coordinated action, water security for 15 million people, nearly 2 million irrigated acres, and critical ecosystems is at risk, with solutions centered largely on agricultural water management reforms, including crop shifts, dam operations, water-sharing agreements, voluntary fallowing, and land-use changes. Compounding these concerns, new reporting highlights that prolonged drought—the driest 20-year period in 1,200 years—could disrupt migratory bird patterns along the Rio Grande’s Central Flyway, as reduced river flows and changes in irrigation diminish wetlands and flooded fields that currently sustain cranes, geese, and other waterfowl, underscoring the intertwined challenges of agriculture, wildlife habitat, and long-term basin resilience.

MISCELLANEOUS

- Federal decisions to halt national gray wolf recovery planning, combined with ongoing and Sen. Kevin Cramer (R-NORTH DAKOTA) announced that the long-delayed Western Water Cooperative Committee (WWCC) will finally hold its first meeting on December 3–4 in Bismarck, creating a formal forum for western states to coordinate with the Corps on project operations and state water law compliance. The meeting follows years of agency delays despite WRDA 2022 requirements, after sustained pressure from Cramer and other western leaders to launch the committee.

ADMINISTRATIVE

- I had speaking engagements at the Oregon Water Resources Annual Conference (Dec 2-3) in Hood River and at the Washington State Water Resources Association Annual Conference (Dec 3-5) in Spokane.
- Next week I will be attending the Colorado River Water Users Association Annual Conference (Dec 16-18) in Las Vegas (NEVADA) where I will participate in a legal panel

as the voice for irrigated agriculture. The panel, titled Navigating Rapid Policy Changes, will unpack the transformative impact of recent Supreme Court opinions and Federal policies on the nation's cornerstone administrative and natural resource laws and procedures and what it means for water users in the Colorado River Basin. We will move beyond headlines to analyze the practical consequences of the new legal and procedural landscape.

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 575-202-2705 or samantha@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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Michael Wade

TO: San Luis & Delta-Mendota Water Authority Board of Directors

FROM: Mike Wade, Executive Director

DATE: December 8, 2025

RE: Program and Activities Update

Coalition Selects Next Executive Director

The California Farm Water Coalition is entering an important new chapter with the appointment of Michelle Paul as its next executive director. Her selection comes after a comprehensive statewide search that brought forward a wide range of talented candidates committed to California agriculture.



Michelle brings nearly 20 years of experience working directly with farmers, ranchers, and agricultural leaders across California and Washington, D.C. She has built her career around amplifying the voices of agricultural producers. As Vice President of Marketing and Outreach at AgWest Farm Credit, she led initiatives connecting young and beginning farmers with critical resources and helped position the organization as a trusted voice in agricultural policy. Her background also includes public affairs, federal advocacy, and service on the boards of the California Agricultural Council and the Center for Land-Based Learning.

Michelle is slated to begin her new role on January 13 and assume full responsibilities on March 1 following my retirement, after having served as executive director since 1998.

2025 CFWC Impact Report

Coalition staff are currently finalizing our 2025 Impact Report, which will provide a comprehensive overview of the Coalition's work and public outreach over the past year. The report includes updates on education and paid media programs, including Cultivate California, along with a detailed media report summarizing editorial and opinion content produced and published throughout the year. It will recognize the many individuals and organizations whose support, leadership, and participation helped strengthen the Coalition's efforts to effectively represent irrigated agriculture with the public and policymakers, and much more. The report will be distributed electronically to all members in early January.

Awards and Recognition

I was recently honored to receive two unexpected awards this year — the Family Farm Alliance's John W. Keys, III Award and the Association of California Water Agencies' Lifetime Achievement Award. These awards serve as a reflection of the collective work we have all been part of over many years, and of the strong partnerships between the Coalition and organizations throughout California and the West. I am deeply grateful to the Alliance and ACWA, not only for the recognition but for the longstanding opportunities they have created for collaboration in support of our shared missions.