Meeting Agenda

Date & Time: 3/5/2026 | 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/85608993909?pwd=ZJDzQdBaT2fmMp6hzQqZYY9QK2C7Jx.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 *et seq*.	
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 February 5, 2026 Regular 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 Regarding Adoption of Staff Recommendation for Positions on Legislation** **A. S. 3738 (Padilla)**, Making Our communities Resilient through Enhancing Water for Agriculture, Technology, the Environment, and Residences (MORE WATER) Act	Petersen
8.	**Selection and Appointment of Fiscal Year 2027 San Luis & Delta-Mendota Water Authority Board Officers**	Barajas
9.	**Adoption of Resolution Authorizing Termination of Northern Delta-Mendota Region Sustainable Groundwater Management (SGMA) Services Activity Agreement**	Petersen
10.	**Adoption of Resolution Authorizing Termination of Central Delta-Mendota Region SGMA Services Activity Agreement**	Petersen
	REPORT ITEMS	
11.	Report on State and Federal Affairs	Petersen, Cardoza, Olsen
12.	Executive Director's Report (May also include reports on activities re: 1) CVP/SWP water operations; 2) California infrastructure projects; 3) regulation of the CVP/SWP; 4) existing or possible new State and Federal policies; 5) Water Authority activities)	Barajas
13.	Chief Operating Officer's Report (May include reports on activities re: 1) OM&R; 2) infrastructure projects; 3) water transfers, exchanges, and release program)	Arroyave
14.	Update on Water Operations and Forecasts	Arroyave, USBR
15.	Committee Reports a. Water Resources Committee Activities, Bourdeau b. Finance & Administration Committee Activities, Hansen c. O & M Technical Committee Activities, White d. Planning Committee Activities, Diener	
16.	Outside Agency/Organization Reports a. Family Farm Alliance b. Farm Water Coalition c. Association of California Water Agencies d. San Joaquin Valley Water Blueprint Effort e. San Joaquin Valley Collaborative Action Program f. Central Valley Project Water Association g. Great Valley Farm Water Partnership	
17.	Board Member Reports	
18.	**CLOSED SESSION**	Akroyd, Barajas

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to paragraph (4) of Subdivision (d) of Government Code Section 54956.9 – 3 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. California Sportfishing Protection Alliance (CSPA), 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; U.S. Supreme Court Case No. 25-989 (GBP Citizen Suit)
B. CSPA, et al. v. State Water Resources Control Board (SWRCB), et al., Sac. Co. Superior Court, Case No. 34-2021-80003761 (2021 TUCP Order)
C. CSPA, et al. v. SWRCB, et al., Sac. Co. Superior Court, Case No. 34-2021-80003763 (2021 Temp. Mgmt. Plan)
D. SWRCB, Administrative Hearings Office, Petitions for Change of California Department of Water Resources (DWR) Water Right Permits, Delta Conveyance Project (DWR Change Petition)
E. Tehama-Colusa Canal Authority, et al. v. DWR, et al., Sacramento Co. Superior Court, Case No. 24WM000183 (SWP 2024 EIR Challenge)

19. Return to Open Session

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

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

22. ADJOURNMENT

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

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

SLDMWA BOARD OF DIRECTORS REGULAR MEETING TELEPHONIC LOCATIONS

MARCH 5, 2026

7357 W. Tenaya Ave
Fresno, CA 93723

15671 W. Oakland Ave
Five Points, CA 93624

100 Terranea Way
Rancho Palos Verdes, CA 90275

Meeting Minutes

Date & Time: 2/5/2026 | 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: Bobby Pierce, Director
Anthea Hansen, Director
Ed Pattison, Director
Division 2: Justin Diener, Director (ZOOM)
William Bourdeau, Director
Bill Diedrich, Director (item 3)
Division 3: Chris White, Alternate
Jarrett Martin, Director
Cannon Michael, Chair/Director
Division 4: Richard Santos, Director
Dana Jacobson, Director
Joe Tonascia, Director
Brett Miller, Alternate
Division 5: Manny Amorelli, Director
Friant Representative:
Johnny Amaral, Alternate

Authority Representatives Present

Federico Barajas, Executive Director
Pablo Arroyave, Chief Operating Officer
Rebecca Akroyd, General Counsel
Rebecca Harms, Deputy General Counsel (ZOOM)
Scott Petersen, Water Policy Director (ZOOM)
Ray Tarka, Director of Finance
Jaime McNeil, Engineering Manager
Jacob Bejarano, Senior Civil/Maintenance/ Electrical Engineer
Eddie Reyes, Information Systems Technician

Others Present

Patrick McGowan, Panoche Water District
Chase Hurley, Pacheco Water District
Mike Wade, Farm Water Coalition
Michelle Paul, Farm Water Coalition
Allison Febbo, Westlands Water District (ZOOM)
Wilson Orvis, Friant Water Authority
Vince Gin, Valley Water
Mitch Partovi, Water Agency
Rusty Areias, California Strategies (ZOOM)
Levi Johnson, Reclamation (ZOOM)
Dennis Cardoza, Foley & Lardner, LLP (ZOOM)

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. During roll call, Director Justin Diener was identified as participating remotely via teleconference pursuant to Government Code section 54953(b), consistent with traditional teleconference rules.	
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) January 8, 2026 Meeting Minutes, 5) Acceptance of the Financial & Expenditures Reports, and 6) Treasurer's Report, 7) Acceptance of Staff Reports -** M/S - Motion by Vice-Chair/Director William Bourdeau, seconded by Director Joe	

Tonascia, the Board accepted the January 8, 2026 meeting minutes with a minor edit, financial & expenditure reports, Treasurer's Report and staff reports. Roll Call Vote: Ayes – Pierce, Hansen, Pattison, Diener, Bourdeau, Diedrich, White, Jarrett Martin, Michael, Santos, Jacobson, Tonascia, Amorelli; Nays – 0; Abstentions – 0.

5. **Agenda Item 8: Water Resources Recommendation Regarding Adoption of Staff Recommendation on Positions on Legislation** — Petersen

a. H.R. 6639 (Gray), Water Agency and Transparency Enhancement Review (Water) Act (Favor & Amend)
b. H.R. 6640 (Gray), Build Now Act (Favor)
c. H.R. 6641 (Gray), Central Valley Water Solution Act (Support & Amend)
d. A.B. 35 (Alvarez), Safe Drinking Water, Wildlife Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: Administrative Procedures Act: exemption: program guidelines and selection criteria (Ratify Support Position)

Water Policy Director Scott Petersen reviewed the staff recommendations for positions on four legislative bills: H.R. 6639, H.R. 6640, H.R. 6641, and A.B. 35. Petersen answered questions from Board members throughout the presentation.

M/S - Motion by Director Richard Santos, seconded by Alternate Chris White, the Board adopted the staff recommendations for positions on H.R. 6239 (Gray), H.R. 6640 (Gray), H.R. 6641 (Gray), and A.B. 35. Vote: Ayes - Pierce, Hansen, Pattison, Diener, Bourdeau, Diedrich, White, Jarrett Martin, Michael, Santos, Jacobson, Tonascia, Amorelli; Nays – 0; Abstentions – 0.

6. **Agenda Item 9: Finance & Administration Committee Recommendation Regarding Award and Execution of Construction Agreement for Jones Pumping Plant Pump Casing & Bifurcation Pipe Recoating Project, and Expenditure of Up to $1,037,350 Utilizing Fiscal Year (FY) 2025 and 2026 EO&M Funds –** Arroyave, McNeil — Chief Operating Officer Pablo Arroyave reviewed the item along with the documents provided to the Board. Arroyave reported that the principal components of the combined recoating work include removing the existing lining material form the suction cup elbow and pump casing of Unit 5, and from the butterfly valves and discharge piping of both Units 5 and 6. Arroyave reported that once this work is completed the new lining material will be applied to the same areas. Arroyave stated that work is expected to be completed this spring and will proceed with other JPP unit recoating in future years.

M/S - On a motion made by Director Richard Santos, seconded by Director Anthea Hansen, the Board authorized award and execution of construction agreement for Jones Pumping Plant Pump Casing & Bifurcation Pipe Recoating Project, and expenditure of up to $1,037,350 utilizing Fiscal Year (FY) 2025 and 2026 EO&M funds. Roll Call Vote: Ayes – Pierce, Hansen, Pattison, Diener, Bourdeau, Diedrich, White, Jarrett Martin, Michael, Santos, Jacobson, Tonascia, Amorelli, Amaral; Nays – 0; Abstentions – 0.

7.	**Agenda Item 10: Finance & Administration Committee Recommendation Regarding Execution of Sixth Amendment to Agreement for Professional Services Supporting DMC Subsidence Correction Project with CDM Smith and Related Increase in Expenditure of Up to $216,587 Utilizing FY 2021, FY 2022, and/or FY 2023 EO&M Budget Funds –** Engineering Manager Jaime McNeil reviewed the item. McNeil stated that staff is requesting a sixth amendment to the professional services contract with CDM, increasing the contract by $216,587. These expenditures would initially be paid with EO&M funds collected in prior fiscal years and later reimbursed with grant funds. Staff answered questions throughout the presentation. M/S - On a motion made by Director Richard Santos, seconded by Alternate Chris White, the Board authorized execution of the Sixth Amendment to Agreement for Professional Services supporting DMC Subsidence Correction Project with CDM Smith and related increase in expenditure of up to $216,587 utilizing FY 2021, FY 2022, and/or FY 2023 EO&M budget funds. Roll Call Vote: Ayes – Pierce, Hansen, Pattison, Diener, Bourdeau, Diedrich, White, Jarrett Martin, Michael, Santos, Jacobson, Tonascia, Amorelli, Amaral – 0; Abstentions – 0.	Arroyave, McNeil
8.	**Agenda Item 11: Finance & Administration Committee Recommendation Regarding Execution of DMC Subsidence Correction Project Advanced Funds Agreement with Westlands Water District –** Executive Director Federico Barajas introduced the item. Barajas outlined the cashflow needs associated with phase one of the DMC Subsidence Correction Project. Barajas reported that Westlands Water District has received board approval to advance the Water Authority $4.1 million at 4.35% over 5 years, with delegated authority to increase the amount up to $11 million if necessary. Barajas requested similar delegated authority to increase the amount of advanced funds. Barajas reported that Westlands would be receiving credits on their O&M reserve payments until the balance has been paid off. Staff answered questions throughout the presentation. M/S - On a motion made by Director Richard Santos, seconded by Alternate Chris White, the Board authorized execution of the DMC Subsidence Correction Project Advanced Funds Agreement with Westlands Water District, including delegated authority if necessary. Roll Call Vote: Ayes – Pierce, Hansen, Pattison, Diener, Bourdeau, Diedrich, White, Jarrett Martin, Michael, Santos, Jacobson, Tonascia, Amorelli; Nays – 0; Abstentions – 0.	Barajas, Tarka
9.	**Agenda Item 12: Finance & Administration Committee Recommendation to Approve Water Year 2026 OM&R Water Rates –** Director of Finance Raymond Tarka provided a brief overview of the water rates at both 25% and 50% allocation. Tarka noted a slight decrease in PUE costs and an increase related to the DCI. Executive Director Federico Barajas noted that the Finance & Administration Committee recommended preapproving the rate at 25% and then automatically	Tarka

increasing to 50% if Reclamation's allocation increases. Staff answered questions throughout the presentation.

M/S - Motion by Director Richard Santos, seconded by Director Bobby Pierce, the Board approved Water Year 2026 OM&R Water Rates. Roll Call Vote: Ayes – Pierce, Hansen, Pattison, Diener, Bourdeau, Diedrich, White, Jarrett Martin, Michael, Santos, Jacobson, Tonascia, Amorelli, Amaral; Nays – 0; Abstentions – 0.

10. **Agenda Item 13: Water Resources Committee and Finance & Administration Committee Recommendations Regarding Adoption of Resolutions Relating to the DMC Subsidence Correction Project** — Arroyave, McNeil

A. **Adopting Mitigated Negative Declaration (MND)/CEQA Findings of Fact and Mitigation Monitoring and Reporting Plan –** Chief Operating Officer Pablo Arroyave reviewed the documents included in the packet. Arroyave reported that the Water Authority has determined that the proposed Project, as mitigated, would not have a significant impact on the environment. Arroyave reported that through the proposed resolution, the Board would adopt the MND, including CEQA findings of Fact, and a Mitigation Monitoring and Reporting Plan (MMRP) to require that all reasonably feasible mitigation measures be implemented by means of Project conditions, agreements, or other measures, as set forth in the MMRP. Arroyave reported that following adoption of the resolution, the Water Authority would file a Notice of Determination. Staff answered questions throughout the presentation.

B. **Authorizing Execution of Construction Manager/General Contractor (CMGC) Agreement** - Engineering Manager Jaime provided background on the CMGC agreement, procurement process, and recommendation to execute an agreement with Kiewet Corporation. Staff answered questions throughout the presentation.

13A - M/S: Motion by Director Richard Santos, seconded by Director Ed Pattison, the Board adopted Resolution Adopting Mitigated Negative Declaration/CEQA Finding of Fact and Mitigation Monitoring and Reporting Plan. Roll Call Vote: Ayes – Pierce, Hansen, Pattison, Diener, Bourdeau, Diedrich, White, Jarrett Martin, Michael, Santos, Jacobson, Tonascia, Amorelli; Nays – 0; Abstentions – 0.

13B - M/S: Motion by Director Richard Santos, seconded by Director Ed Pattison, the Board Adopted Resolution Authorizing Execution of Construction Manager/General Contractor (CMGC) Agreement. Roll Call Vote: Ayes – Pierce, Hansen, Pattison, Diener, Bourdeau, Diedrich, White, Jarrett Martin, Michael, Santos, Jacobson, Tonascia, Amorelli, Amaral; Nays – 0; Abstentions – 0.

11. **Agenda Item 14: Expression of Appreciation for Mike Wade, Former Executive Director of the California Farm Water Coalition –** Chair Cannon Michael presented Mike Wade with a letter of appreciation, and Executive Director Federico presented him with tokens of appreciation. — Barajas, Michael

Mike Wade expressed his appreciation of his years working with the Board and the Water Authority. Board members also expressed their appreciation for Mike Wade's dedication.

12. **Agenda Item 15: Report on State & Federal Affairs –** Water Policy Director Scott Petersen provided federal updates related to LTO-Action 5, WOTUS, appropriation bills, the GROW SMART Act, and the Farm Bill. Petersen additionally provided a California legislative update. Petersen answered Board questions throughout his presentation. Dennis Cardoza provided additional Federal Affairs updates, and Rusty Areias provided a State Affairs update. — Petersen

13. **Agenda Item 16: Executive Director's Report** — Barajas

a. **DMC Subsidence Correction Project** – Richard Welsh from the Hallmark Group reviewed a PowerPoint presentation providing a DMC Subsidence Correction Project Phase 1 Status Update, which was included in the packet. Welsh discussed decision points coming up for Task 1 and 2.
b. **Golden Mussels Update -** Chief Operating Officer Pablo Arroyave reported that staff continues to be involved in collaborative discussions.
c. **South-of-Delta Drought Plan -** Executive Director Federico Barajas reported that discussions regarding the 2026 Pilot Project are occurring, including regarding operational flexibility.
d. **ACWA Vision for Water Future –** Executive Director Federico Barajas reported that ACWA has established a GM group to assist prioritizing water issues for the new California governor, once elected. Barajas asked for feedback regarding priorities for the new administration. Barajas reported that ACWA is embarking on regional briefings.
e. **NOAA Assistant Administrator Tour -** Executive Director Federico Barajas reported that Assistant NOAA Administrator Solér is touring CVP facilities the week of February 23, 2026, and the Water Authority is providing a tour of Jones Pumping Plant. Barajas reported that if Board members are interested in attending to please let Chief Operating Officer Pablo Arroyave know.
f. **SLDMWA Branded Item -** Executive Director Federico Barajas stated that items ordered from the Water Authority Store would be available in the small conference room after the meeting.

14. **Agenda Item 17: Chief Operating Officer's Report** — Arroyave

a. **Jones Pumping Plan Operations** – Chief Operating Officer Pablo Arroyave reported that Jones Pumping Plant is operating at two small units, and will soon be going to two large units. Arroyave reported that this reduction is related to the D-1641 Port Chicago requirement.
b. **Water Transfers –** Chief Operating Officer Pablo Arroyave reported that Yuba/Exchange Contractors transfers are lined up for this

year. Arroyave reported that staff is working on a North-to-South transfer program in case the need arises.

c. **TFF Outages –** Chief Operating Officer Pablo Arroyave reported that staff has received confirmation from Reclamation that there will be an outage at the Tracy Fish Facility from April 15-May 8, 2026. Arroyave reported it will be nine hours a day Monday-Saturday. Arroyave reported that pumping at JPP will be limited to one unit during that timeframe, and pumping will be maximized after the nine-hour outage each day if necessary to prevent loss of water.

15. **Agenda Item 18: Update on Water Operations and Forecasts** – Chief Operating Officer Pablo Arroyave reported that Reclamation is trying to balance upstream releases/exports in light of X2 Port Chicago requirements. Arroyave reported that B120 is expected out anytime and will have implications for X2. Levi Johnson from Reclamation provided updates regarding operations, CVP supply, and reservoir storage. Johnson and Arroyave answered Board member questions throughout the presentation. — Arroyave, USBR

16. **Agenda Item 19: Committee Reports** – No reports.

17. **Agenda Item 20: Outside Agency/Organization Reports**
    a. **Family Farm Alliance (FFA)** – Report included in the packet.
    b. **Farm Water Coalition** – Mike Wade reviewed the report included in the packet, and provided additional information. Wade introduced Michelle Paul, new Farm Water Coalition Executive Director.
    c. **Association of California Water Agencies** – Chair Cannon Michael reported that the DC Conference in coming up at the end of the month. It was also noted the ACWA Legislative Symposium will take place next week.
    d. **San Joaquin Valley Water Blueprint Effort** – Water Policy Director Scott Petersen provided a brief update.
    e. **San Joaquin Collaborative Action Plan –** Water Policy Director Scott Petersen provided a brief update.
    f. **Central Valley Project Water Association –** Director Anthea Hansen reported that the Central Valley Project Water Association had good meetings at the Mid-Pacific Water Users Conference.
    g. **Great Valley Farm Water Partnership –** Water Policy Director Scott Petersen referenced a coordinated initiative.

18. **Agenda Item 21: Board Member Reports** – Director Jarrett Martin thanked the Water Authority and the Board on behalf of the Delta-Mendota Subbasin for all the SGMA support services over the years.

19. **Agenda Items 22-24: Closed Session** – Chair Cannon Michael adjourned the open session to address the items listed on the Closed Session Agenda at approximately 11:31 a.m. Upon return to open session at — Akroyd, Barajas

approximately 12:02 p.m., Chair Cannon Michael reported that no reportable actions were taken in closed session.

20. **Agenda Item 25: Reports Pursuant to Government Code Section 54954.2(a)(3)** – No reports.

21. **Agenda Item 26: Adjournment** – The meeting was adjourned at approximately 12:03 p.m.

Official Memorandum

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

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

DATES: March 05, 2026

Attached are the Financial & Expenditures Reports.

San Luis & Delta-Mendota Water Authority

Receivable Activity Report (Does Not Include Water Payment Transactions)

Month Ending January 31, 2026

	MEMBERS	USBR EMERGENCY	OTHER	TOTAL RECEIVABLE
RECEIVABLE BALANCE DECEMBER 31, 2025	**$ 619,142.29**	**$ -**	**$ 1,514,071.94**	**$ 2,133,214.23**
Billings:				
Cobra - Various Employees			3,749.79	**3,749.79**
Miscellaneous - Reimbursement for Pass Through Expenses			226.42	**226.42**
Yuba County Water Agency Transfer 2020 - Various Districts			90,752.00	**90,752.00**
State of CA Depart of Tax & Fee Admin - Diesel Fuel Refund			20.33	**20.33**
USBR - Solar Over Canal Grant			34,121.01	**34,121.01**
TOTAL BILLINGS	**$ -**	**$ -**	**$ 128,869.55**	**$ 128,869.55**
Collections:				
Cobra - Various Employees			2,574.49	**2,574.49**
Miscellaneous - Reimbursement for Pass-through Expenses			555.41	**555.41**
Membership - FY26 Installments	237,645.67			**237,645.67**
Yuba County Water Agency Transfer - Various Districts			5,665.00	**5,665.00**
State of CA Depart of Tax & Fee Admin - Diesel Fuel Refund			2,053.33	**2,053.33**
USBR - Solar Over Canal Grant			34,121.01	**34,121.01**
				0.00
TOTAL COLLECTIONS	**$ 237,645.67**	**$ -**	**$ 44,969.24**	**$ 282,614.91**
RECEIVABLE BALANCE JANUARY 31, 2026	**$ 381,496.62**	**$ -**	**$ 1,597,972.25**	**$ 1,979,468.87**

San Luis & Delta-Mendota Water Authority
SLDMWA
AR | Aging Summary by Category
As of January 31, 2026

ID	Customer	Current	(30)	(60)	(90)	(>90)	Category	Total	
CAMP-MEMB	CAMP-MEMB Camp 13 Drainage District	$0.00	$0.00	$0.00	$0.00	$42,982.00	MEMBERSHIP	$42,982.00	
FARMERS WD-MEMBER	FARMERS WD-MEMBER Farmers Water Distric	$0.00	$0.00	$0.00	$0.00	$190,706.00	MEMBERSHIP	$190,706.00	
OFWD-MEMB	OFWD-MEMB Oak Flat Water District	$0.00	$0.00	$0.00	$0.00	($1,188.00)	MEMBERSHIP	($1,188.00)	
PWD-MEMB	PWD-MEMB Pacheco Water District	$0.00	$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	$0.00	($10.00)	MEMBERSHIP	($10.00)	
WWD-MEMB	WWD-MEMB Westlands Water District	$0.00	$0.00	$0.00	$0.00	$149,005.63	MEMBERSHIP	$149,005.63	$381,495.62
0265	0265 St of CA Depart of Tax & Fee Admin	$0.00	$0.00	$2,258.00	$0.00	$0.00	MISC	$2,258.00	
0326	[redacted]	$0.00	$1,231.39	$0.00	$0.00	$0.00	MISC	$1,231.39	
0333		$0.00	$0.00	$0.00	($111.24)	$0.00	MISC	($111.24)	
ACWA	ACWA ACWA/JPIA	$0.00	$0.00	$0.00	$1,265.39	$0.00	MISC	$1,265.39	
DPWD-MISC	DPWD-MISC Del Puerto Water District	$0.00	$7,936.00	$0.00	$0.00	$0.00	MISC	$7,936.00	
DWR	DWR Department of Water Resources	$0.00	$0.00	$0.00	$0.00	$1,066,324.47	MISC	$1,066,324.47	
EFWD-MISC	EFWD-MISC Eagle Field Water District	$0.00	$256.00	$0.00	$0.00	$0.00	MISC	$256.00	
GWD-MISC	GWD-MISC Grassland Water District	$0.00	$0.00	$0.00	$0.00	$6,224.73	MISC	$6,224.73	
MSWD-MISC	MSWD-MISC Mercy Springs Water Distirct	$0.00	$0.00	$0.00	$0.00	$235.04	MISC	$235.04	
PATT CITY MISC	PATT CITY MISC City of Patterson	$0.00	$0.00	$0.00	$0.00	$10,797.47	MISC	$10,797.47	
SLWD-MISC	SLWD-MISC San Luis Water District	$0.00	$7,168.00	$0.00	$0.00	$0.00	MISC	$7,168.00	
USBR-MISC	USBR-MISC U.S. Bureau of Reclamation	$0.00	$0.00	$0.00	$123,754.00	$44,536.00	MISC	$168,290.00	
VALLEY-MISC	VALLEY-MISC Valley Water	$0.00	$1,920.00	$0.00	$0.00	$0.00	MISC	$1,920.00	
WWD-MISC	WWD-MISC Westlands Water District	$0.00	$68,096.00	$0.00	$0.00	$256,082.00	MISC	$324,178.00	$1,597,973.25
Total		**$0.00**	**$86,607.39**	**$2,258.00**	**$124,908.15**	**$1,765,695.33**		**$1,979,468.87**	

San Luis & Delta-Mendota Water Authority
SLDMWA
AR | Monthly Invoices
January 1, 2026 - January 31, 2026

Customer	Trans Type	Date	Document #	Category	Amount	Memo
[redacted]	Invoice	1/10/2026	INVWA1586	MISC	$1,231.39	[redacted]
0265 St of CA Depart of Tax & Fee Admin	Invoice	1/13/2026	INVWA1596	MISC	$20.33	Fuel tax refund 3rd Qtr of 2025 Interest
0341 Mujeres Poderosas LLC	Invoice	1/14/2026	INVWA1599	MISC	$226.42	Great Valley Farm Water Partnership 1/14/26 lunch reimbursement
DPWD-MISC Del Puerto Water District	Invoice	1/20/2026	MH391	MISC	$7,936.00	2025 Yuba County Water Agency Transfer
EFWD-MISC Eagle Field Water District	Invoice	1/20/2026	MH392	MISC	$256.00	2025 Yuba County Water Agency Transfer
PANOCHE-MISC Panoche Water District	Invoice	1/20/2026	MH393	MISC	$5,376.00	2025 Yuba County Water Agency Transfer
SLWD-MISC San Luis Water District	Invoice	1/20/2026	MH394	MISC	$7,168.00	2025 Yuba County Water Agency Transfer
VALLEY-MISC Valley Water	Invoice	1/20/2026	MH395	MISC	$1,920.00	2025 Yuba County Water Agency Transfer
WWD-MISC Westlands Water District	Invoice	1/20/2026	MH396	MISC	$68,096.00	2025 Yuba County Water Agency Transfer
[redacted]	Invoice	1/26/2026	INVWA1593	MISC	$55.62	[redacted]
	Invoice	1/26/2026	INVWA1594	MISC	$1,231.39	
	Invoice	1/26/2026	INVWA1595	MISC	$1,231.39	
USBR-MISC U.S. Bureau of Reclamation	Invoice	1/28/2026	INVWA1598	MISC	$34,121.01	Solar Over Canal Grant - Interest Request from ASAP.gov to return to Pay.gov
Total					**$128,869.55**	

San Luis & Delta-Mendota Water Authority
SLDMWA
AR | Monthly Payment History
January 1, 2026 - January 31, 2026

Transaction	Type	Date	Payment	Check #	Amount	Memo
[redacted]						
	Payment	1/8/2026	Check	1653	$328.99	Reimbursement for Hotel, Reimbursement paid to employee rather than WA
[redacted]					**$328.99**	
	Payment	1/8/2026	Check	1148	$111.71	[redacted]
[redacted]					**$111.71**	
	Payment	1/8/2026	Check	1149	$1,231.39	[redacted]
[redacted]					**$1,231.39**	
Payment #PYMTWA3003 - 0341 Mujeres Poderosas LLC						
	Payment	1/14/2026	Check	1420	$226.42	Great Valley Farm Water Partnership 1/14/26 lunch reimbursement
Amount Unapplied - Payment #PYMTWA3003 - 0341 Mujeres Poderosas LLC					**$226.42**	
Payment #PYMTWA3004 - PDD-MEMB Panoche Drainage District						
	Payment	1/15/2026	Wire		$52,240.00	FY26 2nd Installment Membership Dues Payment #6 of 6
Amount Unapplied - Payment #PYMTWA3004 - PDD-MEMB Panoche Drainage District					**$52,240.00**	
Payment #PYMTWA3005 - CAMP-MEMB Camp 13 Drainage District						
	Payment	1/15/2026			$36,327.00	FY25 1st & 2nd Installment - Membership Dues
Amount Unapplied - Payment #PYMTWA3005 - CAMP-MEMB Camp 13 Drainage District					**$36,327.00**	
Payment #PYMTWA3006 - WSID-MISC West Stanislaus Irrigation District						
	Payment	1/20/2026	Check	10126	$289.00	Down Payment Invoice 2100301 Yuba Water 2026-2050
Amount Unapplied - Payment #PYMTWA3006 - WSID-MISC West Stanislaus Irrigation District					**$289.00**	
[redacted]						
	Payment	1/26/2026	Check	8764	$1,231.39	[redacted]
[redacted]					**$1,231.39**	
Payment #PYMTWA3008 - 0265 St of CA Depart of Tax & Fee Admin						
	Payment	1/26/2026	Check	61-940724	$2,053.33	Fuel tax refund 3rd Qtr of 2025 and Interest
Amount Unapplied - Payment #PYMTWA3008 - 0265 St of CA Depart of Tax & Fee Admin					**$2,053.33**	
Payment #PYMTWA3009 - WWD-MEMB Westlands Water District						
	Payment	1/26/2026	Check	057421	$149,078.67	FY26 2nd Installment Membership Dues Payment 5 of 6
Amount Unapplied - Payment #PYMTWA3009 - WWD-MEMB Westlands Water District					**$149,078.67**	
Payment #PYMTWA3002 - USBR-MISC U.S. Bureau of Reclamation						
	Payment	1/28/2026	ACH		$34,121.01	Solar Over Canal Grant - Interest Request from ASAP.gov to return to Pay.gov
Amount Unapplied - Payment #PYMTWA3002 - USBR-MISC U.S. Bureau of Reclamation					**$34,121.01**	
Payment #PYMTWA3013 - PANOCHE-MISC Panoche Water District						
	Payment	1/29/2026	Wire		$5,376.00	2025 Yuba County Water Agency Transfer
Amount Unapplied - Payment #PYMTWA3013 - PANOCHE-MISC Panoche Water District					**$5,376.00**	
Amount Unapplied					**$282,614.91**	

San Luis & Delta-Mendota Water Authority
Cash Activity Detail Report - Operational
For Month Ending January 31, 2026

	Daily Interest Rates:		0.00%	0.00%	0.50%	0.50%	3.80%	3.89%	3.89%	3.82%	3.93%		
	Type of Account:	Cash	CWB	CWB	CWB	CWB	CWB	Cal Trust	Cal Trust	Cal Trust	LAIF	Petty	Total
	Account #:	on Hand	Checking	Payroll	Transactional	Emergency Reserve	Money Mkt	2510 Short Term	2510 Medium Term	2510 Liquidity	4-006	Cash	
			0471	0489	0463	4858	8343	201	202	203			
	Cash Balance as of 12/31/25	0.00	(408,209.14)	5,000.00	1,180,756.79	2,199,206.92	137,996.37	587,105.76	539,802.35	23,276,230.26	69,659.42	1,000.00	27,588,548.73
Date	**Receipts - Remote Deposit**												
01/08/26	Deposit	0.00	0.00	0.00	1,672.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,672.09
01/12/26	Deposit	0.00	0.00	0.00	27,844.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,844.05
01/14/26	Deposit	0.00	0.00	0.00	621.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	621.34
01/15/26	Deposit	0.00	0.00	0.00	38,682.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38,682.26
01/20/26	Deposit	0.00	0.00	0.00	306,195.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	306,195.64
01/22/26	Deposit	0.00	0.00	0.00	266,787.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	266,787.36
01/26/26	Deposit	0.00	0.00	0.00	386,572.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	386,572.15
01/29/26	Deposit	0.00	0.00	0.00	11,715.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,715.54
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	1,040,090.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,040,090.43
Date	**Receipts - Wires & ACH**												
01/09/26	San Benito County Water District	0.00	0.00	0.00	83,164.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	83,164.95
01/14/26	San Luis Water District Accounts	0.00	0.00	0.00	30,804.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,804.13
01/15/26	Bureau of Reclamation	0.00	0.00	0.00	510,941.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	510,941.00
01/15/26	Friant Water Authority	0.00	0.00	0.00	120,134.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120,134.21
01/15/26	Panoche Drainage District	0.00	0.00	0.00	52,240.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52,240.00
01/15/26	Panoche Water District	0.00	0.00	0.00	103,743.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	103,743.25
01/15/26	Westlands Water District	0.00	0.00	0.00	3,091,891.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,091,891.93
01/21/26	Westside Agriculture LLC	0.00	0.00	0.00	51.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.30
01/28/26	ASAP Grant Pay	0.00	0.00	0.00	34,121.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,121.01
01/29/26	Panoche Water District	0.00	0.00	0.00	5,376.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,376.00
01/29/26	Panoche Water District	0.00	0.00	0.00	69,362.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	69,362.12
01/29/26	Westlands Water District	0.00	0.00	0.00	900,341.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	900,341.01
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	5,002,170.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,002,170.91
Date	**To/From Operational / DHCCP**												
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	**To/From Grant Funds-Trans**												
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	**Checks Written**												
01/06/26	Accounts Payable	0.00	(223,089.85)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(223,089.85)
01/13/26	Accounts Payable	0.00	(453,381.76)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(453,381.76)
01/22/26	Accounts Payable	0.00	(713,071.76)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(713,071.76)
01/22/26	Void Check #43577	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00
01/27/26	Accounts Payable	0.00	(2,129,011.67)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(2,129,011.67)
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	(3,518,495.04)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(3,518,495.04)
Date	**ACH Payments**												
01/02/26	Visa Payments	0.00	(31,228.10)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(31,228.10)
01/08/26	EE Assoc 12/20/25-1/2/26	0.00	(450.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(450.00)
01/08/26	ICMA Retirement 12/20/25-1/2/26	0.00	(108,485.96)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(108,485.96)
01/22/26	Shepherd OU	0.00	(2,845.59)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(2,845.59)
01/22/26	ICMA Retirement 1/3/26-1/6/26	0.00	(109,645.02)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(109,645.02)
01/22/26	EE Assoc 1/3/26-1/6/26	0.00	(450.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(450.00)
01/27/26	Visa Payments	0.00	(11,395.53)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(11,395.53)
01/29/26	USBR-Return Solar Grant	0.00	0.00	0.00	(56,494.37)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(56,494.37)
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	(264,500.20)	0.00	(56,494.37)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(320,994.57)
Date	**Transfers**												
01/07/26	Wire Fees	0.00	0.00	280.00	(280.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/07/26	To Fund Accounts Payable	0.00	0.00	0.00	100,000.00	0.00	(100,000.00)	0.00	0.00	0.00	0.00	0.00	0.00
01/13/26	To Fund Accounts Payable	0.00	0.00	0.00	750,000.00	0.00	0.00	0.00	0.00	(750,000.00)	0.00	0.00	0.00
01/28/26	To Fund Accounts Payable	0.00	0.00	0.00	2,500,000.00	0.00	0.00	0.00	0.00	(2,500,000.00)	0.00	0.00	0.00
01/29/26	Funds to be returned to USBR	0.00	0.00	0.00	22,281.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,281.78
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	280.00	3,372,001.78	0.00	(100,000.00)	0.00	0.00	(3,250,000.00)	0.00	0.00	22,281.78

San Luis & Delta-Mendota Water Authority
Cash Activity Detail Report - Operational
For Month Ending January 31, 2026

	Daily Interest Rates:		0.00%	0.00%	0.50%	0.50%	3.80%	3.89%	3.89%	3.82%	3.93%		
	Type of Account:	Cash	CWB	CWB	CWB	CWB	CWB	Cal Trust	Cal Trust	Cal Trust	LAIF	Petty	Total
	Account #:	on Hand	Checking	Payroll	Transactional	Emergency Reserve	Money Mkt	2510 Short Term	2510 Medium Term	2510 Liquidity	4-006	Cash	
			0471	0489	0463	4858	8343	201	202	203			
	Cash Balance as of 12/31/25	0.00	(408,209.14)	5,000.00	1,180,756.79	2,199,206.92	137,996.37	587,105.76	539,802.35	23,276,230.26	69,659.42	1,000.00	27,588,548.73
Date	**Wire Payments**												
01/07/26	Funding for 1/9/2026 Payroll & Taxes	0.00	0.00	0.00	(460,190.17)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(460,190.17)
01/14/26	Funding for 1/16/26 Incentive & Taxes	0.00	0.00	0.00	(109,220.25)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(109,220.25)
01/21/26	Funding for 1/23/2026 Payroll & Taxes	0.00	0.00	0.00	(456,984.71)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(456,984.71)
01/27/26	DWR Intertie Conveyance Costs	0.00	0.00	0.00	(1,221,901.20)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1,221,901.20)
01/29/26	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	(4,848,296.33)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(4,848,296.33)
Date	**CWB Sweep Checking/Trans Muni**												
01/02/26	Sweep from Transactions Account	0.00	79,530.13	0.00	(79,530.13)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/05/26	Sweep from Transactions Account	0.00	46,920.85	0.00	(46,920.85)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/06/26	Sweep from Transactions Account	0.00	116,063.69	0.00	(116,063.69)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/07/26	Sweep from Transactions Account	0.00	23,680.25	0.00	(23,680.25)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/08/26	Sweep from Transactions Account	0.00	6,257.96	0.00	(6,257.96)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/09/26	Sweep from Transactions Account	0.00	112,418.46	0.00	(112,418.46)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/12/26	Sweep from Transactions Account	0.00	218,684.18	0.00	(218,684.18)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/13/26	Sweep from Transactions Account	0.00	5,960.47	0.00	(5,960.47)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/14/26	Sweep from Transactions Account	0.00	38,667.59	0.00	(38,667.59)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/15/26	Sweep from Transactions Account	0.00	6,104.10	0.00	(6,104.10)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/16/26	Sweep from Transactions Account	0.00	674.10	0.00	(674.10)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/20/26	Sweep from Transactions Account	0.00	80,483.34	0.00	(80,483.34)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/21/26	Sweep from Transactions Account	0.00	126,287.57	0.00	(126,287.57)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/22/26	Sweep from Transactions Account	0.00	265,171.85	0.00	(265,171.85)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/23/26	Sweep from Transactions Account	0.00	117,409.49	0.00	(117,409.49)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/26/26	Sweep from Transactions Account	0.00	7,931.66	0.00	(7,931.66)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/27/26	Sweep from Transactions Account	0.00	10,834.56	0.00	(10,834.56)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/28/26	Sweep from Transactions Account	0.00	28,662.38	0.00	(28,662.38)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/29/26	Sweep from Transactions Account	0.00	76,115.72	0.00	(76,115.72)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/30/29	Sweep from Transactions Account	0.00	578,813.44	0.00	(578,813.44)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	1,946,671.79	0.00	(1,946,671.79)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	**Bank Fee/Bank Error/Adjustments**												
01/08/26	Wire Fees	0.00	0.00	(280.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(280.00)
01/30/26	Change in Share Price	0.00	0.00	0.00	0.00	0.00	0.00	(582.44)	(543.61)	0.00	0.00	0.00	(1,126.05)
		0.00	0.00	(280.00)	0.00	0.00	0.00	(582.44)	(543.61)	0.00	0.00	0.00	(1,406.05)
Date	**Interest Earned**												
01/15/26	4th Qtr Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	736.55	0.00	736.55
01/30/26	Interest Earned	0.00	0.00	0.00	1,172.91	903.78	178.28	1,876.27	1,725.34	72,949.24	0.00	0.00	0.00
		0.00	0.00	0.00	1,172.91	903.78	178.28	1,876.27	1,725.34	72,949.24	736.55	0.00	79,542.37
	Cash Balance as of 1/30/26	0.00	(2,244,532.59)	5,000.00	3,744,730.33	2,200,110.70	38,174.65	588,399.59	540,984.08	20,099,179.50	70,395.97	1,000.00	25,043,442.23

Note: Daily Interest Rates are through 1/31/2026

San Luis & Delta-Mendota Water Authority
Grant and USBR Funds Cash Activity Detail Report
For Month Ending January 31, 2026

	Account #:	CWB Checking Grants *8778	CWB Checking DMC Subsidence Correction Funding *1787	CWB Checking USBR Rewind *8751	CWB Checking IRWM P1R1 *0659	CalTrust Solar Over Canal 0200	Total
	Cash Balance as of 12/31/25	0.00	0.00	0.00	0.00	22,281.78	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**						
01/29/26	Funds to be returned to USBR to 0463	0.00	0.00	0.00	0.00	(22,281.78)	(22,281.78)
		0.00	0.00	0.00	0.00	0.00	0.00
Date	**Interest Earned**	0.00	0.00	0.00	0.00	(22,281.78)	(22,281.78)
01/30/26	Interest Earned	0.00	0.00	0.00	0.00	65.24	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	65.24	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 1/30/26	0.00	0.00	0.00	0.00	65.24	65.24

*Non-Interest Bearing Account

San Luis & Delta-Mendota Water Authority
Cash Activity Detail Report - JPP Unit Rewinds Bond 2021A
For Month Ending January 31, 2026

	Account Information:	CWB Bond 2021A	US Bank Bond 2021A	Total
	Cash Balance as of 12/31/25	0.00	458,481.67	458,481.67
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**			
01/30/26	Interest Earned	0.00	1,341.61	1,341.61
		0.00	0.00	0.00
		0.00	1,341.61	1,341.61
	Cash Balance as of 1/30/26	0.00	459,823.28	459,823.28

San Luis & Delta-Mendota Water Authority
SLDMWA
A/P Register
January 1, 2026 - January 31, 2026

Account	Type	Date	Documen	Vendor	Billed	Paid
ACCOUNTS PAYABLE						
	Vendor Bill Payment	1/2/2026		VISA PAYMENT		$31,228.10
	Vendor Bill Payment	1/6/2026	44189	25687 AAA WORKSPACE		$162.74
	Vendor Bill Payment	1/6/2026	44190	25716 AMAZON CAPITAL SERVICES, INC.		$307.39
	Vendor Bill Payment	1/6/2026	44191	1675 BLOOMBERG INC.		$2,886.00
	Vendor Bill Payment	1/6/2026	44192	2217 C.A. SHORT COMPANY, INC		$1,353.94
	Vendor Bill Payment	1/6/2026	44193	2294 CABELA'S LLC / BASS PRO SHOPS LLC		$432.10
	Vendor Bill Payment	1/6/2026	44194	2250 CDW GOVERNMENT		$2,071.10
	Vendor Bill Payment	1/6/2026	44195	25755 COAST FIRE EQUIPMENT, INC.		$3,278.70
	Vendor Bill Payment	1/6/2026	44196	2386 COTCHETT, PITRE & MCCARTHY, LLP		$200.00
	Vendor Bill Payment	1/6/2026	44197	2188 COUNTY OF ALAMEDA		$90.00
	Vendor Bill Payment	1/6/2026	44198	2105 COUNTY OF STANISLAUS / Fink Road Landfill		$957.47
	Vendor Bill Payment	1/6/2026	44199	2368 CRAMER FISH SCIENCES		$4,433.75
	Vendor Bill Payment	1/6/2026	44200	6780-EMPLOYEE		$374.00
	Vendor Bill Payment	1/6/2026	44201	8530 DUMONT PRINTING		$966.65
	Vendor Bill Payment	1/6/2026	44202	3597 FOLEY & LARDNER LLP		$32,000.00
	Vendor Bill Payment	1/6/2026	44203	9622 GARY REEVES, INC.		$550.00
	Vendor Bill Payment	1/6/2026	44204	6049 KAHN, SOARES & CONWAY, LLP		$391.50
	Vendor Bill Payment	1/6/2026	44205	6026 KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD		$83,096.51
	Vendor Bill Payment	1/6/2026	44206	25518 LOS BANOS PROPERTY MANAGEMENT SERVICES		$9,009.95
	Vendor Bill Payment	1/6/2026	44207	7008 MARFAB INC.		$142.85
	Vendor Bill Payment	1/6/2026	44208	25863 MATARAZZO LAW, A PROFESSIONAL CORPORATION		$1,073.40
	Vendor Bill Payment	1/6/2026	44209	8064 OCCU-MED, LTD.		$268.80
	Vendor Bill Payment	1/6/2026	44210	7005 PACIFIC VALLEY COFFEE		$110.80
	Vendor Bill Payment	1/6/2026	44211	8511 PG&E 7262165466-3		$6,193.06
	Vendor Bill Payment	1/6/2026	44212	15074 PLATT		$391.87
	Vendor Bill Payment	1/6/2026	44213	25638-EMPLOYEE		$161.00
	Vendor Bill Payment	1/6/2026	44214	6805 RELX INC. DBA LEXISNEXIS		$242.00
	Vendor Bill Payment	1/6/2026	44215	25785 ROBERT HALF, INC.		$40,497.75
	Vendor Bill Payment	1/6/2026	44216	10069 SUMMERS ENGINEERING, INC.		$22,131.83
	Vendor Bill Payment	1/6/2026	44217	25873 THE FERGUSON GROUP, LLC		$5,000.00
	Vendor Bill Payment	1/6/2026	44218	10601 TURLOCK IRRIGATION DISTRICT		$154.06
	Vendor Bill Payment	1/6/2026	44219	11029 UNITED PARCEL SERVICE		$113.02
	Vendor Bill Payment	1/6/2026	44220	12111 WARDEN'S		$3,597.61
	Vendor Bill Payment	1/6/2026	44221	13002 YOUNG'S AIR CONDITIONING		$76.00
	Vendor Bill Payment	1/6/2026	44222	10207-EMPLOYEE		$374.00
	ACH	1/8/2026	26249	25536 SLDMWA EE ASSOCIATION		$450.00
	ACH	1/8/2026	26250	5004 ICMA RETIREMENT TRUST		$108,485.96
	Vendor Bill Payment	1/13/2026	44223	1041 ACWA/JPIA - Insurance Premiums		$242,969.72
	Vendor Bill Payment	1/13/2026	44224	25877 ADVANCED GRID STRATEGIES		$2,585.95
	Vendor Bill Payment	1/13/2026	44225	1154 AIRGAS, INC.		$2,521.40
	Vendor Bill Payment	1/13/2026	44226	1269 AT&T 831-001-0448 912		$995.00
	Vendor Bill Payment	1/13/2026	44227	10196 AT&T LONG DISTANCE BAN:806492911		$15.93
	Vendor Bill Payment	1/13/2026	44228	1636 BAKER SUPPLIES & REPAIRS		$257.72
	Vendor Bill Payment	1/13/2026	44229	1663 BONDS & SON SEPTIC SERVICE		$760.00
	Vendor Bill Payment	1/13/2026	44230	2407 CDM SMITH INC.		$59,555.16
	Vendor Bill Payment	1/13/2026	44231	25620 COASTLINE EQUIPMENT		$1,865.30
	Vendor Bill Payment	1/13/2026	44232	2639 DHR HYDRO SERVICES INC.		$36,420.00
	Vendor Bill Payment	1/13/2026	44233	25689 EMERALD LANDSCAPE COMPANY, INC.		$1,678.00
	Vendor Bill Payment	1/13/2026	44234	25550 GILTON SOLID WASTE MANAGEMENT INC. / LBFO		$88.85
	Vendor Bill Payment	1/13/2026	44235	4004 GILTON SOLID WASTE MANAGEMENT INC. / O'Neill		$117.90
	Vendor Bill Payment	1/13/2026	44236	4013 GLOBAL EQUIPMENT COMPANY INC./GLOBAL INDUSTRI.		$272.80
	Vendor Bill Payment	1/13/2026	44237	4500 HOLT OF CALIFORNIA		$2,020.74
	Vendor Bill Payment	1/13/2026	44238	4528 HOME DEPOT CREDIT SERVICES		$6,989.50
	Vendor Bill Payment	1/13/2026	44239	5047 INDUSTRIAL SCIENTIFIC CORP.		$971.19
	Vendor Bill Payment	1/13/2026	44240	25893 INTERWORLD HIGHWAY LLC dba TEquipment		$6,438.01
	Vendor Bill Payment	1/13/2026	44241	6026 KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD		$4,075.70
	Vendor Bill Payment	1/13/2026	44242	25592 LAWSON PRODUCTS, INC.		$277.26
	Vendor Bill Payment	1/13/2026	44243	25889 LUCAS PUBLIC AFFAIRS, LLC		$13,375.00
	Vendor Bill Payment	1/13/2026	44244	6801 LUHDORFF & SCALMANINI CONSULTING ENGINEERS		$1,518.00
	Vendor Bill Payment	1/13/2026	44245	10262 MATRIX SCIENCES INTERNATIONAL INC./SOUTH DAKO		$5,936.70
	Vendor Bill Payment	1/13/2026	44246	8595 PACIFIC ECO-RISK LAB. INC.		$17,172.41
	Vendor Bill Payment	1/13/2026	44247	25851 PRIMO BRANDS / LBFO		$159.88
	Vendor Bill Payment	1/13/2026	44248	25794 RAMOS OIL COMPANY		$1,595.64
	Vendor Bill Payment	1/13/2026	44249	25814 RAT INCORPORATED		$220.00
	Vendor Bill Payment	1/13/2026	44250	25837 RONALD MILLIGAN		$8,820.00

San Luis & Delta-Mendota Water Authority
SLDMWA
A/P Register
January 1, 2026 - January 31, 2026

Account	Type	Date	Documen	Vendor	Billed	Paid
	Vendor Bill Payment	1/13/2026	44251	10325 SHRED-IT, C/O STERICYCLE, INC.		$333.40
	Vendor Bill Payment	1/13/2026	44252	25858 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA		$20,142.02
	Vendor Bill Payment	1/13/2026	44253	25643-EMPLOYEE		$374.00
	Vendor Bill Payment	1/13/2026	44254	25521 UNWIRED BROADBAND INC. A00019063		$249.98
	Vendor Bill Payment	1/13/2026	44255	4122 WILLIAM R. GRAY & CO./DBA Gray-Bowen-Scott		$2,631.00
	Vendor Bill Payment	1/13/2026	44256	12057 WINDECKER. INC.		$9,977.60
			43577	VOID		($60.00)
	Vendor Bill Payment	1/22/2026	44257	5500 ACWA/JPIA - Workers Comp		$66,458.45
	Vendor Bill Payment	1/22/2026	44258	25716 AMAZON CAPITAL SERVICES, INC.		$5,630.06
	Vendor Bill Payment	1/22/2026	44259	25844 APEX POWER, ELECTRICAL SUPPLY AND SOLUTIONS		$1,534.68
	Vendor Bill Payment	1/22/2026	44260	25555 ARCTIC GLACIER USA, INC. / TRACY 96103092		$227.50
	Vendor Bill Payment	1/22/2026	44261	25615 AT&T MOBILITY 287314028407		$3,070.47
	Vendor Bill Payment	1/22/2026	44263	25817 BERKSHIRE ASSOCIATES LLC		$2,048.50
	Vendor Bill Payment	1/22/2026	44265	9633 CALIBER COLLISION		$1,765.39
	Vendor Bill Payment	1/22/2026	44266	25682 CAPITOL MORNING REPORT, INC.		$2,280.00
	Vendor Bill Payment	1/22/2026	44267	2250 CDW GOVERNMENT		$2,723.21
	Vendor Bill Payment	1/22/2026	44269	25704 CITRIN COOPERMAN ADVISORS LLC		$11,627.50
	Vendor Bill Payment	1/22/2026	44272	2248 CPUTREND		$2,910.00
	Vendor Bill Payment	1/22/2026	44273	2631 D8A COMMUNICATION TECHNOLOGIES		$853.00
	Vendor Bill Payment	1/22/2026	44275	2519 DELTA DISPOSAL SERVICE - 3354700		$885.80
	Vendor Bill Payment	1/22/2026	44276	2639 DHR HYDRO SERVICES INC.		$19,501.00
	Vendor Bill Payment	1/22/2026	44277	25896 DIGITAL DEPLOYMENT, INC. DBA STREAMLINE		$5,300.00
	Vendor Bill Payment	1/22/2026	44279	3542 FGL ENVIRONMENTAL, INC.		$1,221.00
	Vendor Bill Payment	1/22/2026	44283	25882 FUGESCO INC.		$13,070.00
	Vendor Bill Payment	1/22/2026	44284	12019 GRAINGER INC.		$433.07
	Vendor Bill Payment	1/22/2026	44285	4610 H.T. HARVEY & ASSOCIATES		$7,866.25
	Vendor Bill Payment	1/22/2026	44286	25626 HALLMARK GROUP		$20,998.88
	Vendor Bill Payment	1/22/2026	44287	4531 HIXCO		$2,860.40
	Vendor Bill Payment	1/22/2026	44290	2602 KNIFE RIVER CONSTRUCTION - 370899		$286.13
	Vendor Bill Payment	1/22/2026	44291	7008 MARFAB INC.		$267.42
	Vendor Bill Payment	1/22/2026	44292	10262 MATRIX SCIENCES INTERNATIONAL INC./SOUTH DAKO		$5,959.80
	Vendor Bill Payment	1/22/2026	44293	25760 MCCLATCHY SHARED SERVICES, LLC		$448.11
	Vendor Bill Payment	1/22/2026	44294	7030 MCMASTER-CARR		$1,554.82
	Vendor Bill Payment	1/22/2026	44297	5555 MLJ ENVIRONMENTAL		$2,488.90
	Vendor Bill Payment	1/22/2026	44298	7077 MODESTO STEEL COMPANY, INC.		$840.34
	Vendor Bill Payment	1/22/2026	44299	7027 MODESTO WELDING PRODUCTS INC.		$60.00
	Vendor Bill Payment	1/22/2026	44300	8071 ORACLE AMERICA, INC.		$1,980.00
	Vendor Bill Payment	1/22/2026	44301	8595 PACIFIC ECO-RISK LAB. INC.		$4,713.00
	Vendor Bill Payment	1/22/2026	44302	15035 PAPE KENWORTH / 1051618		$12.14
	Vendor Bill Payment	1/22/2026	44304	25855 PDM STEEL SERVICE CENTERS, INC.		$1,686.48
	Vendor Bill Payment	1/22/2026	44305	15074 PLATT		$898.76
	Vendor Bill Payment	1/22/2026	44306	25850 PRIMO BRANDS / LBAO		$172.87
	Vendor Bill Payment	1/22/2026	44307	25847 PRIMO BRANDS / OPP		$144.89
	Vendor Bill Payment	1/22/2026	44308	25859 PRIMO BRANDS / TFO		$314.65
	Vendor Bill Payment	1/22/2026	44310	25623 REXEL USA, INC.		$466,884.87
	Vendor Bill Payment	1/22/2026	44311	25839 ROTO ROOTER SERVICES COMPANY		$1,521.05
	Vendor Bill Payment	1/22/2026	44312	25832 SAFETYHUB, INC.		$795.00
	Vendor Bill Payment	1/22/2026	44313	25703 SIGN SOLUTIONS		$147.90
	Vendor Bill Payment	1/22/2026	44314	10002 SORENSEN'S ACE HARDWARE		$1,498.32
	Vendor Bill Payment	1/22/2026	44315	10184 SPRAYTEC		$75.76
	Vendor Bill Payment	1/22/2026	44316	10230 SUNBELT RENTALS, INC.		$3,556.10
	Vendor Bill Payment	1/22/2026	44317	25865 SYTECH SOLUTIONS		$39,100.00
	Vendor Bill Payment	1/22/2026	44320	10580 TRIANGLE ROCK PRODUCTS, LLC.		$278.08
	Vendor Bill Payment	1/22/2026	44322	11042 ULINE		$485.62
	Vendor Bill Payment	1/22/2026	44323	25779 ULTEIG OPERATIONS, LLC		$1,833.50
	Vendor Bill Payment	1/22/2026	44324	11060 UNWIRED BROADBAND INC. A00015979		$799.97
	Vendor Bill Payment	1/22/2026	44326	13605 ZORO TOOLS, INC.		$1,002.12
	ACH	1/22/2026	26251	10327 SHEPHERD OU		$2,845.59
	ACH	1/22/2026	26252	5004 ICMA RETIREMENT TRUST		$109,645.02
	ACH	1/22/2026	26253	25536 SLDMWA EE ASSOCIATION		$450.00
	Vendor Bill Payment	1/27/2026		VISA PAYMENT		$11,395.53
	Vendor Bill Payment	1/27/2026	44262	BANTA-CARBONA IRRIGATION DISTRICT		$2,460.54
	Vendor Bill Payment	1/27/2026	44264	BYRON-BETHANYIRRIGATION DISTRICT		$9,470.18
	Vendor Bill Payment	1/27/2026	44268	CGH (DUDLEY-INDART)		$7,054.22
	Vendor Bill Payment	1/27/2026	44270	CITY OF TRACY		$1,885.81
	Vendor Bill Payment	1/27/2026	44271	COELHO TRUST (TERRA LINDA FARMS)		$26,223.05

San Luis & Delta-Mendota Water Authority
SLDMWA
A/P Register
January 1, 2026 - January 31, 2026

Account	Type	Date	Documen	Vendor	Billed	Paid
	Vendor Bill Payment	1/27/2026	44274	DEL PUERTO WATER DISTRICT		$57,725.33
	Vendor Bill Payment	1/27/2026	44278	EAGLE FIELD WATER DISTRICT		$560.04
	Vendor Bill Payment	1/27/2026	44280	FIREBAUGH CANAL WATER DISTRICT		$5,028.99
	Vendor Bill Payment	1/27/2026	44281	FRESNO SLOUGH WATER DISTRICT		$2,424.31
	Vendor Bill Payment	1/27/2026	44282	FRIANT WATER AUTHORITY		$1,539,058.30
	Vendor Bill Payment	1/27/2026	44288	JAMES IRRIGATION DISTRICT		$32,229.05
	Vendor Bill Payment	1/27/2026	44289	KK CARVALHO REVOCABLE TRUST		$2,343.83
	Vendor Bill Payment	1/27/2026	44295	MERCY SPRINGS WATER DISTRICT		$1,162.99
	Vendor Bill Payment	1/27/2026	44296	MEYERS FARMS FAMILY TRUST		$7,881.01
	Vendor Bill Payment	1/27/2026	44303	PATTERSON IRRIGATION DISTRICT		$17,107.57
	Vendor Bill Payment	1/27/2026	44309	RECLAMATION DISTRICT #1606		$373.49
	Vendor Bill Payment	1/27/2026	44318	TRANQUILLITY IRRIGATION DISTRICT		$21,989.79
	Vendor Bill Payment	1/27/2026	44319	TRANQUILLITY PUBLIC UTILITY DISTRICT		$18.71
	Vendor Bill Payment	1/27/2026	44321	TRIANGLE T WATER DISTRICT		$10,953.02
	Vendor Bill Payment	1/27/2026	44325	WEST STANISLAUSE IRRIGATION DISTRICT		$39,888.34
	Vendor Bill Payment	1/27/2026	44327	1141 AFLAC		$1,110.93
	Vendor Bill Payment	1/27/2026	44328	25844 APEX POWER, ELECTRICAL SUPPLY AND SOLUTIONS		$541.89
	Vendor Bill Payment	1/27/2026	44329	1268 AT&T 831-001-0165 694		$2,046.02
	Vendor Bill Payment	1/27/2026	44330	1267 AT&T 831-001-0165 911		$2,207.13
	Vendor Bill Payment	1/27/2026	44331	10195 AT&T 960 758 3850 555 7		$2,491.05
	Vendor Bill Payment	1/27/2026	44332	25610 AT&T MOBILITY 287312990252		$1,058.97
	Vendor Bill Payment	1/27/2026	44333	1671 BAKER MANOCK & JENSEN		$8,168.48
	Vendor Bill Payment	1/27/2026	44334	13501-EMPLOYEE		$60.00
	Vendor Bill Payment	1/27/2026	44335	25568 CALIFORNIA STRATEGIES & ADVOCACY, LLC		$18,750.00
	Vendor Bill Payment	1/27/2026	44336	25505 CENCAL AUTO & TRUCK PARTS INC / NAPA		$80.45
	Vendor Bill Payment	1/27/2026	44337	25665 DELTA DISPOSAL SERVICE, INC - 3354600		$683.90
	Vendor Bill Payment	1/27/2026	44338	3086 EKI ENVIRONMENT & WATER, INC.		$3,645.98
	Vendor Bill Payment	1/27/2026	44339	4121 GLADWELL GOVERNMENTAL SERVICES, INC.		$350.00
	Vendor Bill Payment	1/27/2026	44340	25626 HALLMARK GROUP		$177,020.24
	Vendor Bill Payment	1/27/2026	44341	4500 HOLT OF CALIFORNIA		$1,577.35
	Vendor Bill Payment	1/27/2026	44342	25827 HYSTER-YALE MATERIALS HANDLING, INC.		$46,282.93
	Vendor Bill Payment	1/27/2026	44343	6049 KAHN, SOARES & CONWAY, LLP		$140.24
	Vendor Bill Payment	1/27/2026	44344	6801 LUHDORFF & SCALMANINI CONSULTING ENGINEERS		$13,353.25
	Vendor Bill Payment	1/27/2026	44345	7030 MCMASTER-CARR		$107.30
	Vendor Bill Payment	1/27/2026	44346	25636 MIZUNO CONSULTING, INC.		$4,462.50
	Vendor Bill Payment	1/27/2026	44347	7083 MSC INDUSTRIAL SUPPLY CO. / 00300038		$29.80
	Vendor Bill Payment	1/27/2026	44348	7529 NEW YORK LIFE INSURANCE		$778.03
	Vendor Bill Payment	1/27/2026	44349	7582 PETTY CASH LBAO		$134.04
	Vendor Bill Payment	1/27/2026	44350	25531 PG&E 2125628853-7		$686.69
	Vendor Bill Payment	1/27/2026	44351	25530 PG&E 8833159983-2		$3,545.23
	Vendor Bill Payment	1/27/2026	44352	8581 PREMIER URGENT CARE/DBA PATEL, PULLIAM & HUBLI		$68.00
	Vendor Bill Payment	1/27/2026	44353	15015 PRINCIPAL LIFE INSURANCE COMPANY		$6,984.66
	Vendor Bill Payment	1/27/2026	44354	15003 PROVOST & PRITCHARD CONSULTING GROUP		$3,976.98
	Vendor Bill Payment	1/27/2026	44355	25794 RAMOS OIL COMPANY		$3,117.80
	Vendor Bill Payment	1/27/2026	44356	25783 SANDIS		$39,439.25
	Vendor Bill Payment	1/27/2026	44357	12096 WEX BANK		$274.01
	WIRE	1/27/2026	26254	2514 DEPT. OF WATER RESOURCES		$1,221,901.20
	WIRE	1/29/2026	26269	11045 BUREAU OF RECLAMATION - SL JOINT/USBR POWER		$2,600,000.00
	ACH	1/29/2026	26270	1628 BUREAU OF RECLAMATION		$56,494.37
Total - ACCOUNTS PAYABLE					**$0.00**	**$7,661,390.81**

San Luis & Delta-Mendota Water Authority

Activity Agreements Budget to Actual

Paid/Pending Comparison Summary

March 1, 2025 through January 31, 2026

FAC 3/2/26 & BOD 3/5/26

		FY Budget 3/1/25 - 2/28/26	Actual To Date Paid/Expense	% of Budget	Amount Remaining
03	General Membership	1,253,323	1,001,193	79.88%	252,130
05	Leg/CVP Operations	3,789,242	2,019,351	53.29%	1,769,891
35	Contract Renewal Coordinator	200	1,845	922.60%	(1,645)
28	Yuba County Water Transfers	23,000	29,987	130.38%	(6,987)
22	Grassland Basin Drainage #3A	1,793,749	877,041	48.89%	916,708
63	SGMA - Coordinated	1,320,895	655,184	49.60%	665,711
64	SGMA - Northern Delta-Mendota Region	451,451	181,008	40.09%	270,443
65	SGMA - Central Delta-Mendota Region	451,451	176,534	39.10%	274,917
67	Integrated Regional Water Management	110,977	11,453	10.32%	99,524
68	Los Vaqueros Reservoir Expansion Project	1,700	260	15.27%	1,440
44	Exchange Contractors - 5 Year Transfer	20,000	43,792	218.96%	(23,792)
56	Long-Term North to South Water Transfer	40,832	3,039	7.44%	37,793
57	North to South Water Transfer Program	88,448	45,961	51.96%	42,487
69	B.F. Sisk Dam Raise & Reservoir Exp	4,084,755	1,513,364	37.05%	2,571,391
16	DHCCP	166	90	54.16%	76
	TOTAL	**13,430,189**	**6,560,101**	**48.85%**	**6,870,088**
		11/12 X 13,430,189	**$ 12,311,007**	**91.67%**	
			Budget vs. Actual	**5,750,906**	

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

PO Box 2157
Los Baños, CA 93635
sldmwa.org

Official Memorandum

TO: Pablo Arroyave, Chief Operating Officer

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

DATES: 03.02.26 FAC and 03.05.26 BOD

RE: FY26 O&M Budget to Actual Report Through January 31, 2026

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 January 31, 2026 are under budget by $973,016, or 4.7 %. This favorable variance is the result of timing differences for O&M expenses in all cost pools except for the DCI Conveyance Pool, which is $461,920 over budget. DCI Conveyance Costs continue to trend over budget as a result of rate increases and is expected to continue to exceed budget throughout the remainder of the fiscal year.

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. DWR has caught up on the Intertie Conveyance billings through the quarter ended December 31, 2025.

Outstanding

Audited Financial Statements FY2024 & FY2025

Staff expects to present the FY2024 audit for approval at the April meetings and is working to complete the FY2025 audit as soon as possible.

San Luis & Delta Mendota-Water Authority
FY26 O&M Budget to Actual Report
01.08.26 FAC and 01.08.26 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	O'NEILL O&M STORAGE	O'NEILL O&M 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	$ 19,231,706							
DCI DWR Conveyance	$ 3,519,425							

R, O&M BUDGET BY COST POOLS THROUGH: NOVEMBER 30, 2025

75.00%

	Total	UPPER	Intertie	Volta Wells	LWR	O'NEILL O&M DIRECT	O'NEILL O&M STORAGE	O'NEILL O&M SL DRAIN
DMC	$ 6,885,935	$ 4,154,973			$ 2,730,962			
JPP	$ 3,838,505	$ 3,838,505						
WW	$ 103,823	$ 77,867			$ 25,956			
Intertie O&M	$ 428,441		$ 428,441					
DCI DWR Conveyance	$ 2,639,569		$ 2,639,569					
Volta Wells	$ 23,858			$ 23,858				
Mendota Pool	$ 170,084				$ 170,084			
O'Neill	$ 2,837,456					$ 2,589,623	$ 247,833	
SL Drain	$ 135,678							$ 135,678
	$ 17,063,348	$ 8,071,345	$ 3,068,010	$ 23,858	$ 2,927,002	$ 2,589,623	$ 247,833	$ 135,678

R, O&M Actual COSTS BY COST POOLS THROUGH: NOVEMBER 30, 2025

	Total	UPPER	Intertie	Volta Wells	LWR/POOL	O'NEILL O&M DIRECT	O'NEILL O&M STORAGE	O'NEILL O&M SL DRAIN
DMC	$ 5,698,957	$ 3,438,751			$ 2,260,206			
JPP	$ 3,625,351	$ 3,625,351						
WW	$ 77,297	$ 57,973			$ 19,324			
Intertie O&M	$ 325,778	$ 325,778						
DCI DWR Conveyance	$ 3,900,476		$ 3,900,476					
Volta Wells	$ 1,827			$ 1,827				
Mendota Pool	$ 219,646				$ 219,646			
O'Neill	$ 2,605,149					$ 2,377,607	$ 227,542	
SL Drain	$ 80,675							$ 80,675
	$ 16,535,156	$ 7,447,852	$ 3,900,476	$ 1,827	$ 2,499,177	$ 2,377,607	$ 227,542	$ 80,675

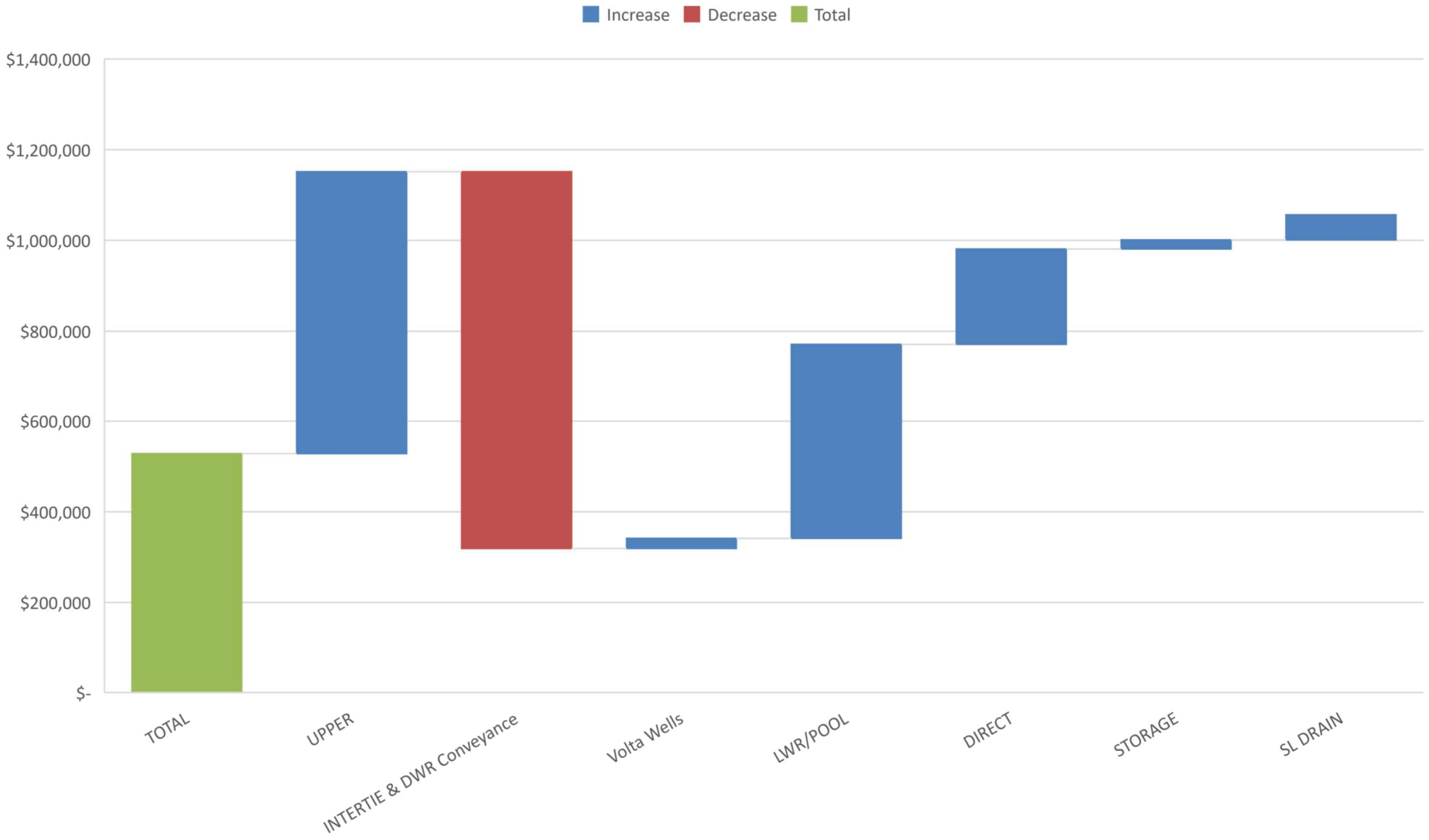
R, O&M BUDGET vs Actual COSTS THROUGH: NOVEMBER 30, 2025

	TOTAL	UPPER	INTERTIE & DWR Conveyance	Volta Wells	LWR/POOL	O'NEILL O&M DIRECT	O'NEILL O&M STORAGE	O'NEILL O&M SL DRAIN
R, O&M Budget	$ 17,063,348	$ 8,071,345	$ 3,068,010	$ 23,858	$ 2,927,002	$ 2,589,623	$ 247,833	$ 135,678
R, O&M Actual	$ 16,535,156	$ 7,447,852	$ 3,900,476	$ 1,827	$ 2,499,177	$ 2,377,607	$ 227,542	$ 80,675
Difference	$ 528,192	$ 623,492	$ (832,466)	$ 22,031	$ 427,825	$ 212,017	$ 20,290	$ 55,003
	UNDER	UNDER	OVER	UNDER	UNDER	UNDER	UNDER	UNDER

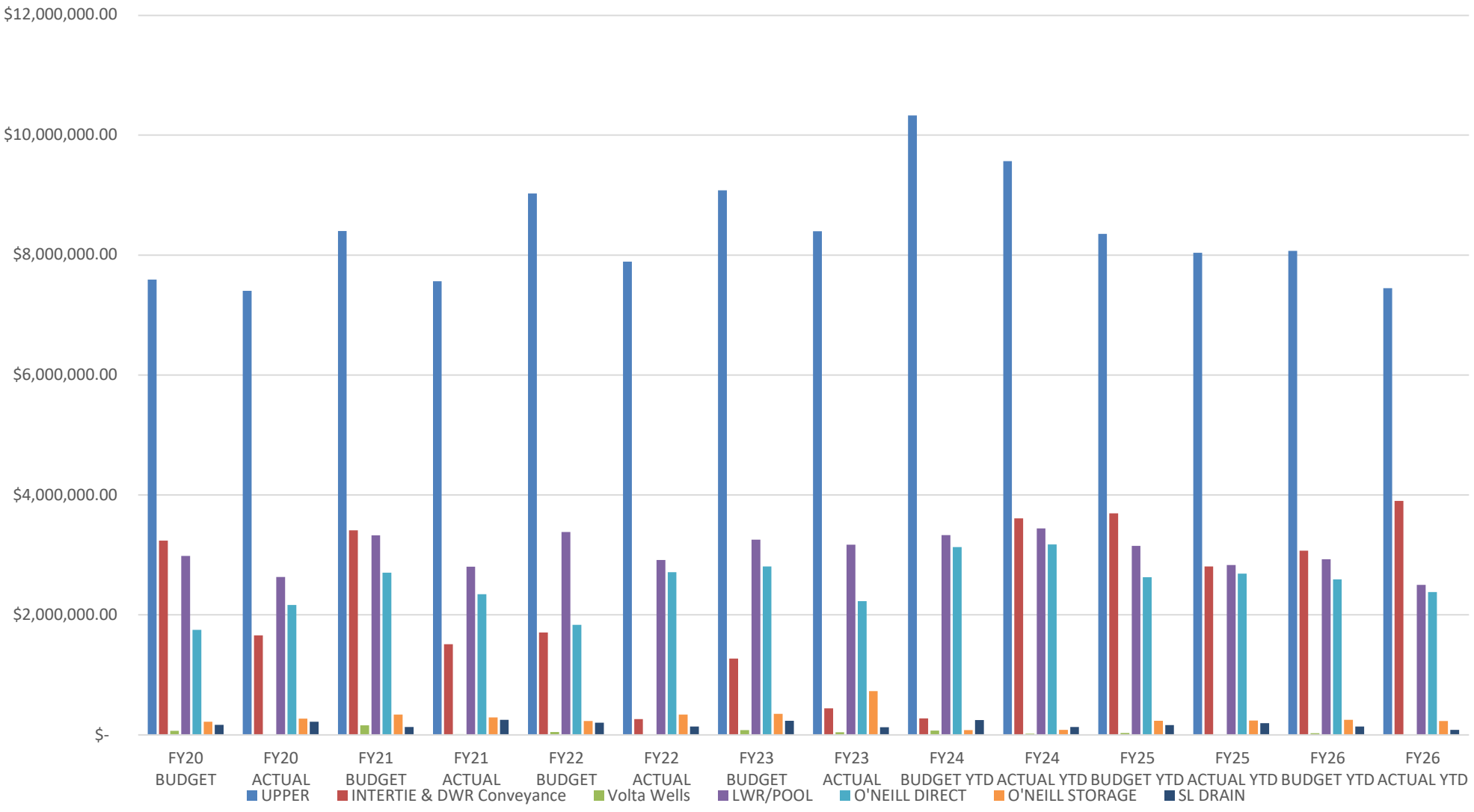
3.095478% UNDER BUDGET

Subject to Rounding

San Luis & Delta Mendota Water Authority
FY26 Budget to Actual Report through November 30, 2025
BUDGET VARIANCES
FAC 01/08/2026 BOD 01/08/2026

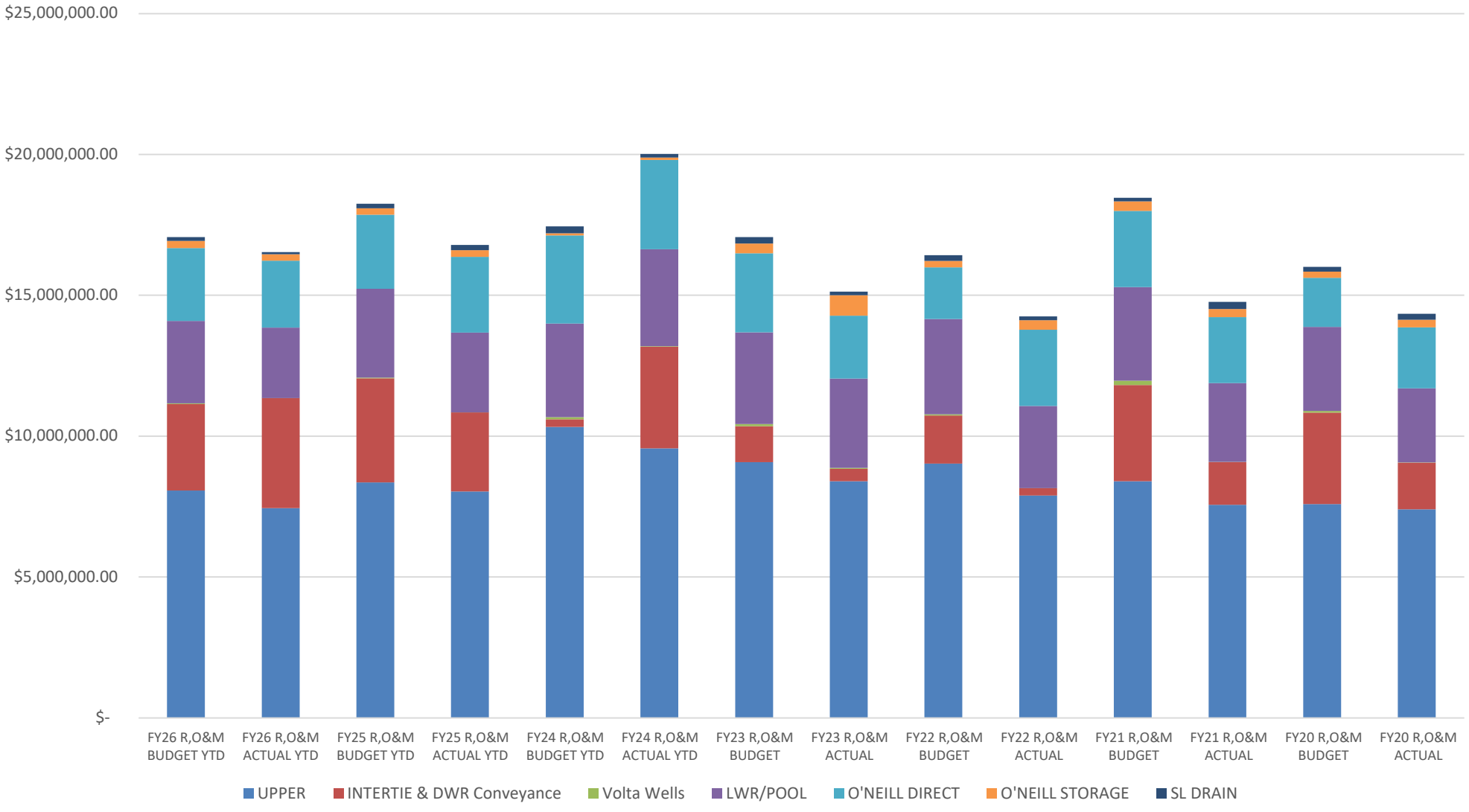


San Luis and Delta-Mendota Water Authority
O&M Budget to Actual-Side by Side
FY20-FY26 YTD (11/30/2025)
FAC 01/08/2026 BOD 01/08/2026

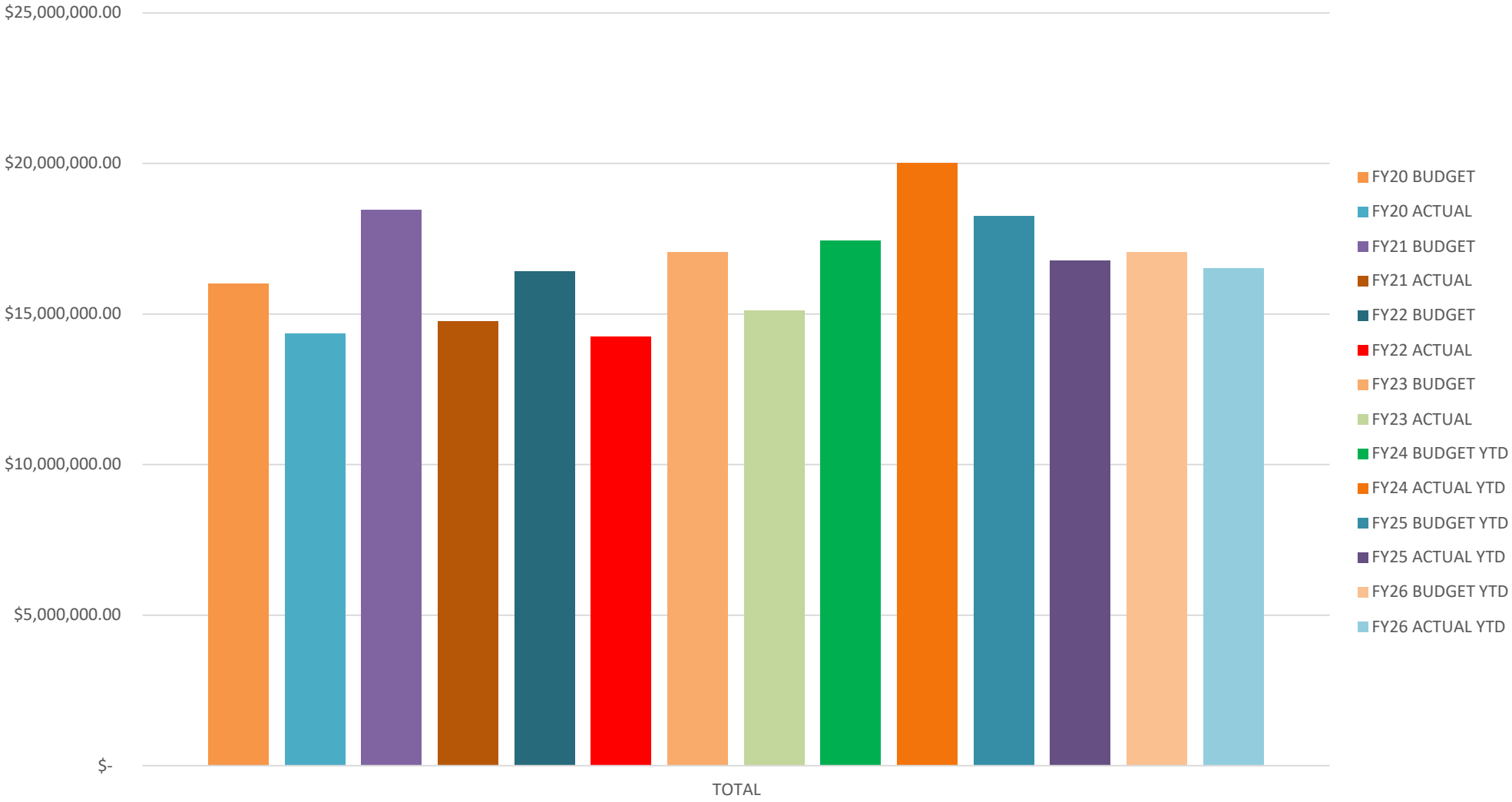


Subject to Rounding

San Luis and Delta-Mendota Water Authority
O&M Budget to Actual -Stacked
FY20-F26 YTD (11/30/2025)
FAC 01/08/2026 BOD 01/08/2026



San Luis and Delta-Mendota Water Authority
HISTORICAL O&M BUDGET TO ACTUAL TOTAL
FY20-FY26 YTD (11/30/2025)
FAC 01/08/2026 BOD 01/08/2026
Total By Year



Subject to Rounding

San Luis & Delta-Mendota Water Authority
DMC WITH CIP / E O & M
Budget to Actual Paid/Pending Comparison Summary
March 1, 2025 through January 31, 2026
FAC 3/2/26 & BOD 3/5/26

			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		3,548,779		11.51%		27,289,963
Extra Ordinary O&M	**EO&M**	**26**	8,546,501		5,864,599		68.62%		2,681,902
Operate & Maintain DMC	**S/F**	**02**	6,206,891		4,938,355		79.56%		1,268,537
Operate & Maintain Wasteways	**S/F**	**04**	90,136		55,875		61.99%		34,261
Mendota Pool	**S/F**	**05**	141,406		163,389		115.55%		(21,983)
Operate & Maintain JPP	**S/F**	**11**	3,287,271		2,844,162		86.52%		443,108
Intertie Maintenance	**S/F**	**12**	397,958	**A**	265,998		66.84%		131,960
Volta Wells Pumping	**S/F**	**13**	21,633		1,439		6.65%		20,194
Operate & Maintain O'Neill	**S/F**	**19**	2,391,665		2,105,099		88.02%		286,566
Maintain Tracy Fish Facility	**USBR**	**30**	389,372		23,555		6.05%		365,817
Operate & Maintain San Luis Drain	**S/F**	**41**	117,534		56,327		47.92%		61,207
Maintain Delta Cross Channel	**USBR**	**44**	10,187		12,128		119.06%		(1,942)
Safety Equipment Training		**50**	132,088		111,546		84.45%		20,542
IT Expense		**51**	1,158,337		829,287		71.59%		329,050
Warehousing		**52**	240,629		84,844		35.26%		155,785
SCADA		**53**	573,721		408,962		71.28%		164,759
Tracy Field Office Expense		**54**	592,116		523,253		88.37%		68,863
Direct Administrative/General Expense		**56**	2,116,312		1,321,809		62.46%		794,503
Indirect O & M LBAO Admin.		**58**	3,193,978		2,847,775		89.16%		346,203
TOTAL			**60,446,476**		**26,007,181**		**43.03%**		**34,439,295**
Total from Self-Funding - page 2			19,231,706		15,670,477				3,561,229
Total from USBR - page 3			626,251		57,121		9.12%		569,130
Total from Special Projects - page 4			-		5,426				(5,426)
Total from EO&M			40,588,519		10,274,157		25.31%		30,314,362
Totals			60,446,476		26,007,181				34,439,295
			YTD %	**91.67%**					

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 January 31, 2026
FAC 3/2/26 & BOD 3/5/26

		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		4,938,355	79.56%	1,268,537
Operate & Maintain Wasteways	**04**	90,136		55,875	61.99%	34,261
Mendota Pool	**05**	141,406		163,389	115.55%	(21,983)
Operate & Maintain JPP	**11**	3,287,271		2,844,162	86.52%	443,108
Intertie Maintenance	**12**	397,958	A	265,998	66.84%	131,960
Volta Wells Pumping	**13**	21,633		1,439	6.65%	20,194
Operate & Maintain O'Neill	**19**	2,391,665		2,105,099	88.02%	286,566
Operate & Maintain San Luis Drain	**41**	117,534		56,327	47.92%	61,207
Total Direct O & M		**12,654,493**		**10,430,644**	**82.43%**	**2,223,850**
Safety Equipment Training	**50**	108,499		95,386	87.91%	13,113
IT Expense	**51**	951,475		709,154	74.53%	242,320
Warehousing	**52**	197,656		72,554	36.71%	125,102
SCADA	**53**	471,263		349,719	74.21%	121,544
Tracy Field Office Expense	**54**	486,372		447,453	92.00%	38,919
Direct Administrative/General Expense	**56**	1,738,369		1,130,328	65.02%	608,041
Indirect O & M LBAO Admin.	**58**	2,623,579		2,435,239	92.82%	188,340
Total Indirect Allocated to O & M		**6,577,213**		**5,239,833**	**79.67%**	**1,337,379**
Total SLDMWA O&M		**19,231,706**		**15,670,477**	**81.48%**	**3,561,229**

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 January 31, 2026
FAC 3/2/26 & BOD 3/5/26

		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	23,555	6.05%	365,817
Maintain Fish Release Site	**32**	-	-	0.00%	-
Operate & Maintain Tracy USBR	**33**	-	-	0.00%	-
Maintain Delta Cross Channel	**44**	10,187	12,128	119.06%	(1,942)
WAPA	**45**	-	-	0.00%	-
Total Direct USBR Facilities		**399,559**	**35,683**	**8.93%**	**363,875**
Safety Equipment Training	**50**	3,740	390	10.44%	3,349
IT Expense	**51**	32,794	2,901	8.85%	29,892
Warehousing	**52**	6,812	297	4.36%	6,516
SCADA	**53**	16,243	1,431	8.81%	14,812
Tracy Field Office Expense	**54**	16,763	1,831	10.92%	14,933
Direct Administrative/General Expense	**56**	59,915	4,625	7.72%	55,291
Indirect O & M LBAO Admin.	**58**	90,425	9,963	11.02%	80,462
Total Indirect Allocated USBR Facilities		**226,692**	**21,438**	**9.46%**	**205,255**
			57,121		
TOTAL USBR FACILITIES		**626,251**	**57,121**	**9.12%**	**569,130**

San Luis & Delta-Mendota Water Authority
DMC Indirect Cost Allocated to Special Projects
March 1, 2025 through January 31, 2026
FAC 3/2/26 & BOD 3/5/26

			Allocated To Date			
Safety Equipment Training	**50**		100			
IT Expense	**51**		734			
Warehousing	**52**		75			
SCADA	**53**		362			
Tracy Field Office Expense	**54**		463			
Direct Administrative/General Expense	**56**		1,170			
Indirect O & M LBAO Admin.	**58**		2,522			
Total Indirect Allocated to SPECIAL PROJECTS			**5,426**			
TOTAL INDIRECT ALLOCATED TO SPECIAL PROJECTS			**5,426**			

San Luis & Delta-Mendota Water Authority
DMC without CIP / E O&M
Budget to Actual Paid/Pending Comparison Summary
March 1, 2025 through January 31, 2026
FAC 3/2/26 & BOD 3/5/26

		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		4,938,355	79.56%		1,268,537
Operate & Maintain Wasteways	**S/F 04**	90,136		55,875	61.99%		34,261
Mendota Pool	**S/F 05**	141,406		163,389	115.55%		(21,983)
Operate & Maintain JPP	**S/F 11**	3,287,271		2,844,162	86.52%		443,108
Intertie Maintenance	**S/F 12**	397,958	**A**	265,998	66.84%		131,960
Volta Wells Pumping	**S/F 13**	21,633		1,439	6.65%		20,194
Operate & Maintain O'Neill	**S/F 19**	2,391,665		2,105,099	88.02%		286,566
Maintain Tracy Fish Facility	**USBR 30**	389,372		23,555	6.05%		365,817
Operate & Maintain San Luis Drain	**S/F 41**	117,534		56,327	47.92%		61,207
Maintain Delta Cross Channel	**USBR 44**	10,187		12,128	119.06%		(1,942)
Safety Equipment Training	**50**	112,238		95,876	85.42%		16,362
IT Expense	**51**	984,268		712,790	72.42%		271,478
Warehousing	**52**	204,468		72,926	35.67%		131,543
SCADA	**53**	487,506		351,512	72.10%		135,994
Tracy Field Office Expense	**54**	503,136		449,747	89.39%		53,389
Direct Administrative/General Expense	**56**	1,798,284		1,136,123	63.18%		662,161
Indirect O & M LBAO Admin.	**58**	2,714,004		2,447,724	90.19%		266,281
TOTAL		**19,857,957**		**15,733,024**	**79.23%**		**4,124,933**
Total from Self-Funding - page 2		19,231,706		15,670,477	81.48%		3,561,229
Total from USBR - page 3		626,251		57,121	9.12%		569,130
Total from Special Projects - page 4		-		5,426			(5,426)
Totals		19,857,957		15,733,024			4,124,933
		YTD %		**91.67%**			

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 January 31, 2026
FAC 3/2/26 & BOD 3/5/26

			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	4,938,355	38.16%	2,338,453	7,276,807	*
Operate & Maintain Wasteways	S/F	04	55,875	0.51%	31,399	87,274	*
Mendota Pool	S/F	05	163,389	1.57%	96,340	259,729	*
Operate & Maintain Jones Pumping Pl	S/F	11	2,844,162	24.36%	1,492,754	4,336,916	*
Intertie Maintenance	S/F	12	265,998	2.38%	145,710	411,708	*
Intertie DWR Conveyance	S/F	12	4,211,710	0.00%	-	4,211,710	*
Volta Wells Pumping	S/F	13	1,439	0.01%	807	2,245	*
Operate & Maintain O'Neill	S/F	19	2,105,099	18.00%	1,102,709	3,207,807	*
Maintain Tracy Fish Facility	USBR	30	23,555	0.24%	14,825	38,380	
Operate & Maintain San Luis Drain	S/F	41	56,327	0.52%	31,662	87,989	*
Maintain Delta Cross Channel	USBR	44	12,128	0.11%	6,613	18,741	
CIP		25	3,555,262	4.57%	280,151	3,835,413	
EO&M & Scada Project		26	5,858,116	9.48%	580,629	6,438,745	
SPECIAL PROJECTS		XX		0.09%	5,426	5,426	
					6,127,476	30,218,891	
				100.0%			
Safety Equipment Training		50	111,546				
IT Expense		51	829,287				
Warehousing		52	84,844				
Scada		53	408,962				
Tracy Field Office Expense		54	523,253				
Direct Administrative/General Expense		56	1,321,809			(10,274,157)	less CIP&EO&M
Indirect O & M LBAO Admin.		58	2,847,775			(57,121)	less USBR Facilities
Total Indirect to be Allocated				6,127,476		(5,426)	less Special Projects
TOTAL			**30,218,891** includes intertie DWR conveyance			19,882,186	*SLDMWA O&M Costs

26,007,180 w/o 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 January 31, 2026
FAC 3/2/26 & BOD 3/5/26

			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	1,042,188	17.97%		4,757,099
CIP-DMC Subsidence Correction Project	**25**	**I3**	11,686,645	1,324,728	11.34%		10,361,917
CIP-Pump Bowl Replacement	**25**	**J2**	8,281,850	1,178,861	14.23%		7,102,990
CIP-OPP Upgrades	**25**	**J3**	-	6,483	0.00%		(6,483)
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	90,742	20.81%		345,284
Replacement Vehicles	**D1**		550,950	414,656	75.26%		136,294
Purchase New Heavy Equipment	**D2**		78,209	50,429	64.48%		27,780
All Facility Infrastructure Replacement	**D3**		249,293	93,067	37.33%		156,226
SCADA Replacement & Modernization Program	**D4**		272,625	70,519	25.87%		202,106
DMC O&M Road Maintenance Program	**E6**		582,159	422,405	72.56%		159,754
Main Transformer Rehabilitation	**G3**		1,800,000	1,163,086	64.62%		636,914
DMC Subsidence Correction Project	**I3**	**26**		492,963	0.00%		(492,963)
Unit Rewind	**F4**	**26**		253,864	0.00%		(253,864)
DMC Turnout Flowmeter Upgrade-Phase 2	**I6**			15	0.00%		(15)
JPP Purchase Wear Rings for Pumps	**J1**			168,267	0.00%		(168,267)
OPP Pump Bowl Replacement	**J2**	**26**		6,415	0.00%		(6,415)
JPP Concrete Slab by Trashrake Dumpster	**K1**		-	558,460	0.00%		(558,460)
ONP Cooling Water System Rehabilitation Design	**L0**			133,177	0.00%		(133,177)
Electric Vehicle Charging Station	**L1**			46,553	0.00%		(46,553)
ONP Sand Filter System Rehabilitation Design	**L2**			12,852	0.00%		(12,852)
DMC Underdrain Sediment Removal	**L5**			2,847	0.00%		(2,847)
EO&M Program Management Services	**L6**		811,170	277,474	34.21%		533,696
Wharehouse Building Design & Construction	**M0**		779,523	3,933	0.50%		775,590
Rehab Coating on Pump Casing	**M1**			45,236	0.00%		(45,236)
Unit Valve Replacement	**M10**			3,665	0.00%		(3,665)
O&M Road Repair (Full Depth Rehab)	**M11**			228,468	0.00%		(228,468)
Sand Filter (JPP) System Rehab	**M3**			3,287	0.00%		(3,287)
Machine Shop Crane Rehab	**M5**			152	0.00%		(152)
Motor Protect Relay Replace	**M6**			18,498	0.00%		(18,498)
Siphon Breaker Comm Upgrades	**M7**			29,142	0.00%		(29,142)
Trashrake Controls Modern	**M8**			26,713	0.00%		(26,713)
DCI U1 & U2 Restoration and Plant Electrical Upgrade	**Q1**		1,127,479	1,015,870	90.10%		111,609
OPP U5 Unplanned Shaft and Pump Repairs	**Q2**			138,794	0.00%		(138,794)
JPP U5 Leak Investigation & Repair	**Q4**		1,859,066	86,568	4.66%		1,772,498
Total Direct CIP/EO&M/PAT			**39,385,243**	**9,413,377**	**23.90%**		**29,971,868**
Safety Equipment Training	**50**		19,849	15,670	78.94%		4,180
IT Expense	**51**		174,069	116,497	66.93%		57,571
Warehousing	**52**		36,160	11,919	32.96%		24,242
SCADA	**53**		86,216	57,450	66.64%		28,765
Tracy Field Office Expense	**54**		88,980	73,506	82.61%		15,474
Direct Administrative/General Expense	**56**		318,028	185,686	58.39%		132,342
Indirect O & M LBAO Admin.	**58**		479,974	400,052	83.35%		79,922
Total Indirect Allocated to CIP/EO&M/PAT			**1,203,276**	**860,780**	**71.54%**		**342,496**
Total CIP / EO&M / PAT			**40,588,519**	**10,274,157**	**25.31%**		**30,314,362**

March 5, 2026

To: Pablo Arroyave, Chief Operating Officer

From: Bob Martin, Facilities O&M Director

Subject: O&M Report for February 2026

OPERATIONS DEPARTMENT

The C.W. “Bill” Jones Pumping Plant (JPP) operated with 1-5 units for the month of February. The average rate of pumping for the JPP was 2,909 CFS during the first 25 days of the month.

Total pumping at the JPP for the first 25 days of February was 144,244 acre-feet. The O’Neill Pump/Generating Plant (OPP) generated zero acre-feet and pumped 105,176 acre-feet for the same period. 11,407 acre-feet were pumped at the Delta-Mendota Canal/California Aqueduct Intertie Plant (DCI), and zero acre-feet was reversed from the DCI into the DMC for the first 25 days of February.

The Federal share in the San Luis Reservoir on the 25th of February was 674,544 acre-feet as compared to 704,551 acre-feet for February 25th of 2025.

During the first 25 days of February, releases from Friant Dam ranged from 350 to 453 CFS with 10,168 acre-feet entering the Mendota Pool. Flows for the San Joaquin River Restoration Program (SJRRP) were 9,283 acre-feet for the same period.

Canal Operations Department

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

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

24.38 L	25.02 LB	26.21 R	33.07 R
49.56 R	50.70 R	52.02 R	76.05 L
83.03 R	86.71 R	88.65 R	100.80 R
SJR SJB station	SJR MEN station		

- Maintenance and serviced flow meters at MP’s

13.00 L	13.25 R	15.10 R	21.25 L
22.50 R	22.78 L	25.02 R	26.21 R
30.96 L	32.38 R	33.71 L	34.08 L
36.39 L	36.68 L	39.78 L	55.19L
93.25 R			

- Bi-weekly meter readings on all active two hundred 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 measurements (SJRRP)

Control Operations

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

- C-26-JP-02 JPP Unit 5 warranty inspection
- C-26-JP-02A JPP Unit 5 warranty inspection
- C-26-JP-02C JPP Unit 5 warranty inspection
- C-26-JP-03 JPP Unit 5 suction elbow
- C-26-DCI-04 DCI Unit 6 replace relay and inspect
- C-26-DCI-06 DCI Plant clean and inspect breakers
- C-26-JP-07 JPP Unit 2 commutator brush inspection
- C-26-ON-08 OPP UPS maintenance
- C-26-DCI-09 DCI Unit 2 discharge valve actuator replacement

Jones Pumping Plant (JPP)

Electrical/C&I Maintenance Crew:

- JPP Unit 6 710X relay display malfunction, troubleshoot and repair
- JPP Unit 5 5-year warranty inspection work
- JPP Unit 5 Impeller removal, leak investigation, and repair
- JPP Unit 3 commutator worn brush replacement and Excitor cleaning
- JPP Unit 2 commutator worn brush replacement and Excitor cleaning
- JPP flooding alarm test and inspection 3-month PM
- JPP C&I test and inspection 1-month PM
- JPP station service battery bank test and inspection 1-month PM
- JPP emergency lighting test and inspection 1-month PM
- TSY 13.8Kv power distribution systems C&I test and inspection 1-month PM
- Replace 125 DC control power cable from JPP to the Siphon House Bldg.
- JPP station service battery room A/C unit install
- JPP 21-ton portable gantry crane VFD failure, troubleshoot and repair
- Check settings and compare files on tie breaker relays

Mechanical Maintenance Crew:

- JPP Unit 5 5-year warranty inspection work
- JPP Unit 5 impeller removal, leak investigation, and repair
- JPP Unit 6 wheel pit sump pump GFI trip, troubleshoot and repair
- JPP 21-ton Judson Pacific portable gantry crane 4-month PM
- JPP air wash unit 1-month PM
- JPP stop log rehabilitation
- Sandblast and paint available Unit 5 parts while disassembled

- Performed quad test and inspections on 21-ton portable crane

Civil Maintenance Crew:

- Hauled Unit 5 bridge from the top of JPP to the Machine Shop
- Hauled Unit 5 wheel pit housing unit to Sandblast Building
- Hauled concrete weights to JPP for crane inspection

O'Neill Pumping/Generating Plant (OPP)

Electrical/C&I Maintenance Crew:

- OPP Unit 2 siphon breaker relay 33 indication issue, troubleshoot and repair
- OPP UPS battery charging unit test and inspection 12-month PM
- OPP½ ton chain hoist crane test and inspection 1-month PM
- OPP 5-ton stop log gantry crane test and inspection 1-month PM
- OPP security gates North/South test and inspection 1-month PM
- OPP station service dry transformer test and inspection 1-month PM
- OPP annunciator panels test and inspection 1-month PM
- OPP compressed air systems LP test and inspection 1-month PM
- OPP compressed air systems HP test and inspection 1-month PM
- OPP emergency lighting inspection 1-month PM
- OPP cathodic protection system anode test and inspection 1-month PM
- OPP Transformer Rehabilitation Project
- OPP domestic water filter room equipment status and O/L development SCADA
- OPP sump pit oil skimmer damaged PLC logo and program replacement
- OPP domestic water system controls indication relay installation for SCADA
- OPP electrical power receptacle upgrades from 120V to 20A

Mechanical Maintenance Crew:

- JPP Unit 5 impeller removal, leak investigation, and repair
- OPP Machine Shop equipment test, cleaning, and inspection 12-month PM
- OPP 1-ton chain hoist crane test and inspection 1-month PM
- OPP 5-ton stop log gantry crane test and inspection 1-month PM
- OPP 65-ton bridge crane test and inspection 1-month PM
- OPP 65/10-ton crane test and inspection 1-month PM
- OPP high pressure air compressor test and inspection 1-month PM
- OPP canal side stop log rehabilitation
- OPP sewage system test and inspection 1-month PM
- OPP service air & siphon house LP compressor test and inspection 1-month PM
- OPP sump inspection test and inspection 1-month PM

Civil Maintenance Crew:

- None to report

DMC/CA Intertie Pumping Plant (DCI)

Electrical/C&I Maintenance Crew:

- DCI Unit 6 shut down due to CR 1 and 2 relays failure troubleshoot and repair
- DCI Unit 2 discharge valve failure investigation, troubleshoot and repair
- Perform Thermography/IR scan on switchyard equipment per USBR request
- DCI north flowmeter C&I test and inspection 12-month PM
- DCI south flowmeter C&I test and inspection 12-month PM
- DCI service air system test and inspection 12-month PM
- DCI pest management 2-month PM
- DCI janitorial service 2-month PM
- DMC Check 6 Gate 3 encoder reading error, troubleshoot and repair

Mechanical Maintenance Crew:

- None to report

Civil Maintenance Crew:

- Hauled the Genie lift to support the Electric Shop
- Pulled discharge valve Unit 2

Delta-Mendota Canal (DMC)

Electrical/C&I Maintenance Crew:

- LBFO storage shed lighting and receptacle upgrades
- Provide facilities support for the control of Golden Mussel Colonization
- DMC Check 17 upstream elevation APG sensor malfunction repair
- Install transformer and digital hour meter on pump 1B for Mendota F&W

Mechanical Maintenance Crew:

- DMC Checks 13 – 21 radial gate gear box inspections

Civil Maintenance Crew:

- DMC trash collection at MP's 67.55, 86.07, 88.13, Check 4, and SLD
- DMC pre-emergent application on DMC from MP 71.31 to 85.09, SLD and NWW
- DMC mechanical weed control from MP 72.33 to 80.00 and 81.69 to 82.32
- DMC fence and gate repair from MP 58.46 to 111.51 and Check 11
- Repair pipe leak at MP's 53.41, 55.19
- Road repair at MP 21.49, 22.50, 50.53
- Road repair on Salado Creek banks
- Erosion repair around the OPP water tanks
- Erosion repairs on the VWW from MP 6.86 to 8.14
- Blew out dirty turnouts at MP's 58.90, 66.68, 78.59,
- Float line repair at MP 64.30
- Replaced vandalized traffic signs at Cottonwood Rd.
- Fabricate metal cover for meters at MP 13.27 and 23.41 and 20.43
- Trench digging for electrical upgrades to the LBFO storage shed
- Assisted Water Operations with the removal of line meters at MP 93.25
- Repaired Check 16 downstream staff gauge
- DMC Farm Bridge cleaning 12-month PM (MP's 58.46 to 111.51)
- Performed crane sling, cable, and rope 12-month PM
- Office furniture assembly at LBAO
- Painting safety ladders on top of the DMC liner at MP 85.47
- DMC guardrail painting at MP 104
- Painted DMC handrails at MP's 86.19 and 90.53
- Built a pad for a new Tuff Shed used to monitor Golden Mussels at JPP
- Fabricated prototype ice chest for Golden Mussel monitoring
- Inspect shoulder drains and creeks for flows
- Perform smoke tests on the Sterling and Boom Trucks
- Rebuilt pumps on both spray trucks at LBFO
- Numerous vehicle oil changes and minor repairs

Tracy Field Office

Electrical/C&I Maintenance Crew

- TAO/ESHOP HVAC system test and inspection 6-month PM
- CMT/VMT 2-ton monorail hoist electrical test and inspection 3-month PM
- Control Room annunciator controls test and inspection 1-month PM
- TFO Water Treatment Plant C&I test and inspection 1-month PM-month PM
- Control Building emergency lighting system test and inspection 1-month PM

- Tracy UPS battery bank test and inspection 1-month PM
- Replace lighting fixtures and lights throughout TFO compound

Mechanical Maintenance Crew:

- Painting the interior walls of the Civil Maintenance Foreman office
- Provide facilities support for the control of Golden Mussel Colonization

Civil Maintenance Crew:

- Assist Warehouse staff with end of the year inventory counting

Other Activities:

- February Quarterly Safety meeting
- Microsoft Office 365 Training
- Assisted local law enforcement with recovery efforts

USBR Support Services

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

- TFCF louver cleaning and dump truck support
- Technical proposal submittal to USBR for Solicitation #140R2025Q0073

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
- LBFO vehicle lift upgrade
- JPP station service battery troubleshooting and replacement
- OPP battery room ventilation review
- Pressure vessel certification
- OPP Units DC ramp tests planning
- TSY UZ6A relay settings review
- OPP crane control relay replacement
- JPP siphon house cable replacement
- DCI fire suppression Novac tank replacement
- Replacement of VFD's on JPP stub shaft crane

Land Management Activity Summary

Access Permits issued – Three:

- Access Permit Amendment P2602043 was issued to Crawford & Associates allowing them to conduct geotechnical soil sampling on the Delta-Mendota Canal Near Milepost 37.80 in support of the proposed new bridge crossing.
- Access Permit P2602049 was issued to Del Puerto Water District to repair the existing underground pipeline servicing the turnout at Milepost 32.61-R on the Delta-Mendota Canal
- Access Permit P2602050 was issued to the Stanislaus County Public Works to conduct visual inspections of bridges that cross the Delta-Mendota Canal located in Stanislaus County.

Land Management Projects:

- Koster Road guard rail replacement and access road realignment
- City of Patterson MP37.95 Trade Center Bridge Project
- Stanislaus County request to install water line over DMC at Fink Road
- Costco development of adjacent land at MP10.62R – MP11.28R

Contract Updates

Spec. No.	Title	Status
F26-LBFO-008	NPDES Permit Consulting Services - Task 1 FY26	Work ongoing, pending FY27 Task Order renewal
F26-LBFO-008	NPDES Permit Consulting Services - Task 1 FY27	FY27 Task Order 1 executed 2/25/26, NTP to submit on 3/1/26
F26-LBFO-008	NPDES Permit Consulting Services Master Agreement	Master Agreement, Per Task, pending FY27 Task Order renewal
F26-LBFO-008	NPDES Permit Consulting Services - Task 1 FY26	Work ongoing, pending FY27 Task Order renewal
TBD	CP System Survey Blanket	Working with Charles, pending SoW
F22-DMC-065	Feasibility Study	Sixth amendment executed 2/5/26 to increase total contract from $2,429,308.92 to $2,645,895.68
F26-DMC-012	DMC Subsidence Correction Project - Phase 1	Contract executed 2/9/26, NTP sent on 2/9/26
F27-DMC-001	Consulting Services	Pending contract execution
F25-ALL-016	Project Management & Engineer Support Services - Task 1 Transformer Rehab FY27	Task Order 1 FY27 executed 2/4/26
F25-ALL-016	Project Management & Engineer Support Services - Task 2 JPP Excitation Design - FY27	Task Order 2 FY27 executed 2/4/26
F25-ALL-018	Hallmark Project Management - Task 1 FY27	Task Order executed 2/25/26
F25-ALL-016	Project Management & Engineer Support Services - Task 2 Transformer Rehab FY26	Work ongoing, renewed for FY27 under Task Order 1 - FY27
F25-ALL-018	Hallmark Project Management - Task 1 FY26	Work ongoing, Task Order renewed for FY27
F25-ALL-016	Project Management & Engineer Support Services - Task 1 DCI Arc Flash Investigation - FY26	Work ongoing, Task Order ending in FY26
F25-JPP-007b	Excitation System - Unit 4	Contract executed 8/18, bonds and required documents will be requested in the future prior to NTP
F25-JPP-007c	Excitation System - Unit 2	Contract executed 8/18, bonds and required documents will be requested in the future prior to NTP
F25-JPP-007d	Excitation System - Unit 3	Contract executed 8/18, bonds and required documents will be requested in the future prior to NTP

F25-JPP-007e	Excitation System - Unit 5	Contract executed 8/18, bonds and required documents will be requested in the future prior to NTP
F25-JPP-007f	Excitation System - Unit 6	Contract executed 8/18, bonds and required documents will be requested in the future prior to NTP
F26-JPP-021	JPP Siphon House Cable Replacement	Solicitation phase, bids due 2/24
F25-ALL-016	Project Management & Engineer Support Services - Task 3 JPP Excitation Design - FY26	Work ongoing, renewed for FY27 under Task Order 2 - FY27
F26-JPP-022	JPP Coatings Inspection - Master Agreement	MSA executed 2/11/2026, Per Task
F26-ALL-019	Voith Maintenance and Support Services	Pending Negotiations
F26-JPP-022	JPP Coatings Inspection - Task Order 1 - FY27	Task Order 1 executed 2/11/2026, NTP to send 3/1
F26-O&M-011	Miscellaneous Professional Consulting Services - Task Order 1 FY27	Task Order 1 renewed and executed 2/11/26
F26-O&M-011	Miscellaneous Professional Consulting Services - Master Agreement	Work ongoing, first amendment executed 2/11/26 to renew Task Order 1 for FY27
F26-O&M-011	Miscellaneous Professional Consulting Services -Task Order 1 FY26	Work ongoing, renewed for FY27
F25-ALL-018	Hallmark Project Management	Master Agreement, sixth amendment executed 2/25 to renew Task Order 1 for FY27
F25-ALL-016	Project Management & Engineer Support Services	Master Agreement, work ongoing, fifth amendment executed 2/4/26 to issue FY27 Task Order(s)
F26-ALL-001	NetSuite Support Services - Master Agreement	Master Agreement, per Task, pending FY27 Task Orders
F26-ALL-001	NetSuite Support Services - Task Order 1 FY27	Pending FY27 Task Order renewal
F26-ALL-001	NetSuite Support Services - Task Order 1 FY26	Work ongoing, pending FY27 Task Order renewal
F26-JPP-016	JPP Impeller Balancing	Contract executed 2/10/26, NTP submitted 2/12/26
F26-JPP-015	JPP Rehabilitate Coating	Contract executed 2/5/26, pending NTP
F25-ALL-033	Gannet Fleming Engineering Services Task Order 1 FY27	Task Order 1 executed 2/25, NTP to send on 3/1

F25-ALL-033	Gannet Fleming Engineering Services Task Order 2 FY27	Task Order 2 executed 2/25, NTP to send on 3/1
F25-ALL-033	Gannett Fleming Engineering Services - Master Agreement	Work ongoing, third amendment executed 2/25/26 to renew Task Orders 1 and 2
F25-ALL-033	Gannet Fleming Engineering Services Task Order 2 FY26	Work ongoing, renewed for FY27
F25-ALL-033	Gannet Fleming Engineering Services Task Order 1 FY26	Work ongoing, renewed for FY27

SAFETY DEPARTMENT

The Safety Department worked on the following items this month:

- Issued Safety Training materials for the month of February to all staff members
- Working on fixing issues with our fire panels
- Working on new contract for fire sprinkler system
- Finalizing FR Clothing contract with Cintas, with roll out planned for March
- Began gap assessments for FHECP
- Reviewing current JHA process and working on creating new JHA process in Shepherd

PROCUREMENT AND WAREHOUSE MANAGEMENT DEPARTMENT

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

- 155 Purchase Orders were issued this month
- 68 Inventory Checkouts
- Prepared final weekly PO Invoicing Packets for submittal to A/P for payment
- Completed review of Procurement Technician and Buyer resumes
- Participated on the interviews for Procurement Technician and Buyer positions
- Assisted with various Activity Agreements/Task Orders/Amendments
- Attended Microsoft Office 365 Training
- Met with Safety Officer to discuss fire sprinkler/panel master contract
- Attended year-end Quarterly Safety meeting

Ongoing:

- Purchasing in support of O&M crews to maintain/replenish Warehouse stock
- Warehouse receiving, stocking, and distribution
- Inventory cycle counts
- Invoicing/vendor bills/vendor credits and processing/invoice disputes
- Routine janitorial activities at the TAO/TFO/JPP/Control Room facilities
- NetSuite bi-weekly meetings
- Bi-weekly staff meetings to discuss updates/issues
- Bi-weekly meeting with O&M Director to review project updates
- 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 and review of FY26 RO&M and EO&M budgets
- Support FY27 EO&M & RO&M budgets, regions 51 and 53
- Crafts Coordination meeting to discuss status of various projects and open SO's
- Review Budget to Actuals for Regions 51 & 53 FY26
- Create Blanket PO's for FY27
- Schedule Campus Security vendors site walks, SOW

General Network & Desktop Support:

- Desktop support per incident
- iNet confined space gas meter configuration
- Microsoft Office 365 rollout and training
    - Set conference rooms for training sessions TFO and LBAO
- Repair fiber converter and DCI phone x289

Ongoing:

- Prep new iPhones and iPads for MDM and deployment
- iPad(s) configured and deployed to Water Operations
- Android Tablets to ESHOP and craft teams for CMMS
- Conversion to Net Extender for VPN access to network
- Upgrade AV LBAO Board Room
- TAO Conference room refresh
- Desktop/printer/peripheral
    - 26-D0-FY24/FY25 laptop refresh
    - Surface Pro deployment
    - Rugged laptop order
- Servers
    - Performance monitoring
    - Prepping servers for redeployment and sandbox
    - LBFO AD server migration
    - System wide critical server patches deployed
- Document Management
    - Monthly Status meetings
    - Server data file inventory
    - Legal "Live" in DMS data migration continues
    - HR Dept. data migration interviews
    - Companywide Intro Training
- NetSuite
    - User and Administration
    - Bi-Weekly Implementation Team meetings
    - Monitor Citrin Cooperman activities for NetSuite
    - Gravity software
- Shepherd
    - Weekly Progress meetings
    - Continue testing tablets in field
    - Additional modifications to User roles
- Cybersecurity
    - Monitor Active Directory

    - Monitor Symantec anti-virus management console
    - Update Symantec definitions
    - Update additional AV security settings
    - Monitor Firewall logs and alerts
    - Multi Factor Authentication
    - 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
        - Tabletop Exercise Plan

    - Monitor IBM (MAAS360) mobile device management
    - Symantec message gateway server
    - Review InfraGard dispatches – FBI Cybersecurity group
    - Monitoring Darktrace Cybersecurity appliance in IT network
    - Monitor and adjust Cloud immutable backups
    - Monitor and adjust "Cold" air gapped local backups
    - GPOs for domain administration and Cybersecurity
- 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
- New asset control and tracking
- AP installs
    - OPP break room - Completed
    - OPP office and motor floor
    - LBFO office
    - SAC office
    - JPP control floor
- VLAN's for network segmentation
- AT&T discussions/negotiations for future terms
    - Replacing Unwired with FirstNet cellular to OPP and LBFO
    - Updates to existing copper analog lines
    - Updates to WAN and Internet discussions
- 26D0 Avaya phone system upgrades
    - Order VOIP for x229

SCADA DEPARTMENT

The SCADA staff worked on the following items this month:

Administrative Activities:

- InfraGard application process
- Monthly Crafts Coordination meeting

General SCADA Network Support:

- Troubleshoot annunciator OPP and SCADA alarms

    - Repairing and developing alarms for SCADA A and B
    - OPP Annunciator troubleshooting and repairs
- JPP troubleshoot West tube totalizer
- JPP U5 SCADA alarm SEL relay mismatch
- Del Puerto NVRRWP meter located at MP 37.33 Left
- Support for OPP Syphon house error
- Configured Screentech to Linux thin client
- Added features to Water Treatment Plant
    - Alt NF function
    - HMI animation for filters and pumps
    - Moved Hydro tank flowmeter info to Andon board
- Microsoft Office 365 and Document Management training

Ongoing:

- Installation of direct wireless connection to Syphon House with Ubiquity devices
    - More bandwidth temporarily until fiber pull is 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 - Completed
    - U1 & U2 MWh conversion from new SEL relays - Completed
    - Upgrade 9 PLCs to version 15 - Completed
        - Edit start/stop logic in U1 through U6 PLC's
        - Verify logic function on U1 & U2 PLCs after contract work
    - U6 failure to stop-referred to Electric Shop
    - Added Tags to SCADA stations A & B and DCI PC
    - Added Tags to EOD scripts and Top Server
- OPP
    - Vibration sensor testing for replacement of outdated sensors
    - AT&T FirstNet to move SCADA data from OPP to Control Room
    - Support for Transformer Upgrade Project
    - Battery room sensors and venting controls
    - STOP Bit locked after Unit Shutdown - Completed
    - Alarms not appearing in Control Room
- DMC
    - AT&T FirstNet to start APN with DIGI devices
        - 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-completed
    - WTP created routine to alternate between filters and pumps

    - Added Automation and animation to Andon boards
    - Termination/SCADA connect
        - Scaling configuration and adjustments-Completed
    - Andon board creation for monitoring
    - Excitation Project support
        - Meeting with vendors and DHR Hydro
        - Build Proxmox virtual server
        - Provide settings from existing devices to vendors
- 26-M7; Siphon House communications
    - Received PLC parts for project
    - CCA panel equipment
        - New fiber to Siphon House to be pulled
    - C&I redlined CCA Panel - Complete
    - AutoCAD Drawings and wiring diagrams
    - Point to Point WIFI for temporary comms to accommodate pulling of existing control and signal lines to make room for fiber - Completed
    - awaiting new control cable to be pulled on WAPA poles
- 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
    - No additional work in January
- LBFO
    - Andon board configuration

HUMAN RESOURCE DEPARTMENT

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

General Administrative Activities:

- Active Recruitments
    - Mechanical Engineer
- Closed Recruitments
    - Buyer
    - Procurement Technician
- Resume/Candidate Reviews
    - Buyer
    - Procurement Technician
- Interviews/Skills Testing
    - Buyer
    - Procurement Technician
- Job Offers –
    - Plant Mechanic
    - Buyer

Training:

- Cybersecurity training tracking (all staff)
- Sexual Harassment Prevention training tracking (all staff)
- Defensive Driving training and 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. As approved by the Planning Committee, Phase 1 is the current focus. Phase 1 consists of 4 tasks, (1) Lining & Embankment Raise MP 3.5 to 7.2, (2) Liner Raises at Sag Locations, (3) Upper DMC Underwater Liner Repairs, and (4) Lower DMC Underwater Liner Repairs. Kiewit Construction was awarded a $200,000 Construction Manager/General Contractor (CM/CG) Contract to perform preconstruction services for Tasks 1 & 2. Two primary outcomes are expected with this contract: 1) Early engagement with an experienced contractor to gain innovative solutions that will reduce time, materials, and cost; and 2) develop an open book cost estimate that will provide the Water Authority a clear path to the amount of work that will be done with the funds at hand. A kickoff meeting was held on February 9th to get the Kiewit team up to speed. It is anticipated that numerous workshops with various subject matter experts (SME) will be held to assist Kiewit in performing their evaluations. Kiewit has already presented an alternative solution to the Design Team and has preliminary approval for additional evaluation. Alternative designs amongst others will continue in evaluation with the end goal developing the Guaranteed Maximum Price (GMP), with the intent to award a construction contract up to the GMP at the May board meeting. A partnering workshop is schedule for mid-March.

Feasibility Study: Feasibility Study has been approved, and FONSI (Finding of No Significant Impact) and ROD (Record of Decision) are anticipated in early 2026. Continued coordination on Federal permitting efforts with Fish & Wildlife Services (FWS), and Army Corp of Engineers have resulted in the release of a Draft Biological Opinion (BO). State Historical Preservation Office (SHPO), Water Authority, and Reclamation have signed the Programmatic Agreement and are now consulting on the areas specific to Phase 1 activities. Once the BO is finalized, Reclamation will approve the FONSI and ROD to enable the start of preconstruction and construction activities.

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 received final deliverables and invoicing. The contract will be closed out substantially below budget. Final close-out activities of the contract are currently underway.

Funding:

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

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 advance funding process with Reclamation has been established, with quarterly requests being submitted by the SLDMWA. SLDMWA and TSC continue to provide support and site access for design information. The 60% design meeting was completed in January on schedule. The 90% design meeting will be in March. Bi-weekly meetings are being held to review submittal status, requests for information (RFI's), and critical path items. 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.

JPP Rehabilitate Coating on Pump Casings & Bifurcation (FY25)

Status: Staff is working closely with Gannett Fleming (GFT) on scheduling, planning, and executing the project. A formal Request for Proposal (RFP) was released on November 24th with two proposals received and evaluated by a technical team comprised of Water Authority and GFT staff. Hartman Walsh was issued a Notice of Intent to Award and staff brought the recommendation to award the contract to the Board in February. The Board approved the recommendation, and site work is scheduled to occur in April and May of 2026 during the anticipated reduced pumping period.

JPP Plant Flow Metering System Rehabilitation (FY25)

Status: No activity this month.

JPP Sand Filter System Rehabilitation (FY25)

Status: Project is on hold as staff focuses on the O'Neill Sand Filter Project.

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 on their findings is pending. A task order has been added to the existing professional services agreement with 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. A formal Request for Proposal (RFP) was released on November 24th with two proposals received and evaluated by a technical team comprised of Water Authority and GFT staff. The winning proposer was issued a Notice of Intent to Award and received board approval. Site work is scheduled to occur in April and May of 2026 during the anticipated reduced pumping period. Staff also prepared and solicited an informal RFP for impeller balancing, which was released December 8th with bids due January 8th with one proposal received from Unico. Given Unico's successful work history with the Water Authority, a Notice of Intent to award and contract was issued. A kickoff meeting with the Water Authority and all involved consultants and contractors is schedule to occur early March.

O'NEILL PUMPING/GENERATING PLANT (OPP)

Main Transformers Rehabilitation

Status: The Water Authority remains in contract with CEI to complete the Main Transformer Rehabilitation. To date, the Spare has been rehabilitated and will be used to swap into service to rehabilitate one transformer at a time. Various contracting and workmanship issues were encountered in October, and the spare was unable to be put into service. Since then, staff have been engaging closely with TSC, CVO, and CEI on ensuring the next swap is a success. CEI has submitted a lessons learned document with a work plan to ensure only quality work is performed and staff is reviewing it. The next outage is planned for mid-September and expected to last 9 days.

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 have 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 October 2026. Repayment negotiations occurred early December and executed by the Board and Reclamation mid-January 2026. An advance payment request was submitted to Reclamation to support the progress payments for this project.

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: Staff are working with Pentair to develop a quote for the pump components and the work to be performed. The start of this project will be timed appropriately with the Unit Rewinds, Pump Bowl Fabrication, and Governor Rehabilitation projects as well as the availability of IIJA funds.

OPP Sand Filter System Rehabilitation Design (FY24)

Status: Staff is evaluating system performance requirements.

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 developing a RFP for the design and construction of the building.

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 have 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. Installation of new motor control panels was completed in December 2025 through an agreement involving Rexel, Contra Costa Electric and Eaton. The commissioning was performed by staff with CVO witnessing. Both units have been returned to service; however Reclamation has requested additional testing to be completed before fully accepting the work.

In response to the arc flash incident, multiple other plant improvements were identified and SLDMWA, USBR, Ulteig Engineers and DHR Hydro have been working to complete them. Plant improvements completed to date include installation of Fire Alarm System, UPS, Synchronizing clock and Automatic Transfer Switch (ATS). Improvements to Annunciation and Protective Relays are still in process. Power Solutions performed SF6 breaker and Station Service Breaker tests. Fire Suppression Panel Replacement was completed in December. Staff have also been working on multiple tests and maintenance activities as required by USBR.

WATER OPERATIONS REPORTING

San Luis & Delta-Mendota Water Authority
OPERATIONS SUMMARY

NOTE: ALL FIGURES ARE IN ACRE FEET

	January-2026	January-2025
JONES PUMPING PLANT - PUMPED	220,125	198,438
DCI PLANT - PUMPED	6,524	14,503
DCI PLANT - RETURNED	0	0
O'NEILL P/G PLANT - PUMPED	197,367	150,597
O'NEILL P/G PLANT - GENERATED	0	114
DMC DELIVERIES	6,140	8,538
RIVER/WELL/RECYCLE WATER INTO DMC	6,583	1,606
MENDOTA POOL DELIVERIES	19,100	26,462
SHASTA RESERVOIR STORAGE	3,642,600	3,492,500
SAN LUIS RESERVOIR STORAGE	1,597,129	1,543,619
* FEDERAL SHARE	607,966	622,841

	January-2026	January-2025
SAN LUIS UNIT DELIVERIES	2,166	2,836
SAN LUIS UNIT WELL WATER	0	0
SAN FELIPE UNIT DELIVERIES	7,451	6,315

Jones Pumping Plant monthly average = 3,580 cfs

San Luis & Delta-Mendota Water Authority
Monthly Deliveries
January 2026

Date: 2/10/26

District/Other	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	**220,125**			
Total Pumped @ DCI	**(6,524)**			
Total Reversed @ DCI	**0**			
City of Tracy		0	0	0
Byron Bethany I.D.		6	1	7
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.		33	2	35
Central California I.D. - above check #13		0	0	0
Santa Nella County Water District		0	0	0
Volta Wildlife Mgmt. Area (Fish & Game)		619	0	619
Fish & Wildlife (Volta) Santa Fe - Kesterson		0	0	0
Grasslands W.D. (Volta)		0	0	0
Total Pumped @ O'Neill PP	**(197,367)**			
Total Generated @ O'Neill PP	**0**			
Central California I.D. - below check #13		635	0	635
Grasslands W.D. (76.05-L)		734	0	734
Fish & Game Los Banos Refuge (76.05-L)		765	0	765
Fish & Wildlife Kesterson (76.05-L)		916	0	916
Freitas Unit (76.05-L)		1,145	0	1,145
Salt Slough Unit (76.05-L)		840	0	840
China Island (76.05-L)		173	0	173
San Luis W.D. - below check #13		242	0	242
Panoche W.D.		1	2	3
Eagle Field W.D.		0	0	0
Oro Loma W.D.		0	0	0
Mercy Springs W.D.		0	0	0
Firebaugh Canal W.D. (D.M.C.)		26	0	26
River and Groundwater well pump-in	4,338			
North Valley Regional Recycled Water Program	2,245			
Change in Canal Storage	236			
Wasteway Flushing and Spill	0			
Total Available in Delta-Mendota Canal	23,053			
TOTAL DELIVERY FROM DELTA-MENDOTA CANAL	**(6,140)**	**6,135**	**5**	**6,140**
Theoretical DMC Delivery to Mendota Pool	16,913			
Total DMC Calculated Delivery to MP	11,817			
Estimated (Loss) or Gain in DMC	(5,096)			
Estimated % Loss or Gain in DMC	-2.25%			

San Luis & Delta-Mendota Water Authority
Monthly Deliveries
January 2026

District/Other	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	11,817			
Mendota Pool Groundwater Well Pump-In	238			
(+)SJRRP Releases into Mendota Pool	9,574			
(+)Available Flood Releases from Friant into Mendota Pool	0			
(+)Other San Joaquin River Water	0			
(+)Kings River Flood Releases into the Mendota Pool	0			
Mendota Pool Delivery Information				
Exchange Contractors:				
Central California Irrigation District (CCID)		1	0	1
Columbia Canal Company (CCC)		0	0	0
Firebaugh Canal Water District (FCWD)		0	0	0
San Luis Canal Company (SLCC)		0	0	0
Refuge:				
Conveyance Losses		1,039	0	1,039
Calif Dept of F/G-LB Unit (CCID)		25	0	25
Calif Dept of F/G-LB Unit (SLCC)		249	0	249
Calif Dept of F/G-Salt Slough Unit (CCID)		27	0	27
Calif Dept of F/G-China Island Unit (CCID)		6	0	6
US Fish & Wildlife-San Luis Refuge (SLCC)		3,981	0	3,981
US Fish & Wildlife-Freitas (CCID)		37	0	37
US Fish & Wildlife-Kesterson (CCID)		30	0	30
Grasslands WD (CCID)		31	0	31
Grasslands WD (SLCC)		848	0	848
Grasslands (Private)		229	0	229
San Luis WD Conveyance (CCID)		0	0	0
San Joaquin River Restoration:				
SJRRP		9,114	0	9,114
Other: *(see MP Operations Report)*		3,483	0	3,483
Total Available Water in Mendota Pool	21,629			
TOTAL DELIVERY FROM MENDOTA POOL	**(19,100)**	**19,100**	**0**	**19,100**
Estimated (Loss) or Gain in Mendota Pool	(2,529)			
Estimated % Loss or Gain in Mendota Pool	-11.69%			
Total System Delivery	(25,240)			
Total Estimated System (Loss) or Gain	**(7,625)**			
Total Estimated % System Loss or Gain	**-3.22%**			

Jones Pumping Plant
January - 2026

Date	# OF UNITS	TIME ON/OFF	AVG DAILY CFS
1	4	Continuously	3573
2	4	Continuously	3537
3	3	Continuously	2717
4	3	Continuously	2691
5	4	Continuously	3500
6	4	Continuously	3514
7	5	Continuously	4199
8	5	Continuously	4217
9	5	Continuously	4177
10	5	Continuously	4170
11	5	Continuously	4179
12	5	Continuously	4187
13	4	Continuously	3496
14	4	Continuously	3500
15	4	Continuously	3499
16	4	Continuously	3503
17	4	Continuously	3498
18	4	Continuously	3493
19	4	Continuously	3494
20	4	Continuously	3481
21	4	Continuously	3481
22	4	Continuously	3485
23	4	Continuously	3485
24	4	Continuously	3481
25	4	Continuously	3474
26	4	Continuously	3471
27	4	Continuously	3481
28	4	Continuously	3487
29	4	Continuously	3496
30	4	Continuously	3505
31	4	Continuously	3508
		AVG CFS for the month	**3580**

NON-PROJECT WATER CREDITS REPORT

(ALL FIGURES IN ACRE FEET)

January 2026 WA Credits

Date: 2/5/26

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	19,254	19,254	1	0	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	58,855,723	59,582,043	1	0	BCID	0	0	0	0
20.42-L	58,855,723	59,582,043	1	0	USBR/FWA	2,229	0	2,229	16,364
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	2,160	2,160	1.03	0	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	1,807	1,807	0.86	0	DPWD	0	0	0	0
33.71-L	761	761	0.94	0	DPWD	0	0	0	0
36.80-L	1,856	1,856	1	0	DPWD	0	0	0	0
37.10-L	3,875	3,875	0.94	0	DPWD	0	0	0	0
37.32-L	2,653	2,653	0.91	0	DPWD	0	0	0	0
42.50-R	0	0	0.96	0	DPWD	0	0	0	0
42.53-L	8,136,916	8,228,784	1	0	PID	0	0	0	0
42.53-L	8,136,916	8,228,784	1	0	DPWD	0	0	0	0
42.53-L	8,136,916	8,228,784	1	0	USBR/FWA	2,109	0	2,109	8,062
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		***4,338***	***29,762***

NON-PROJECT WATER CREDITS REPORT

(ALL FIGURES IN ACRE FEET)

January 2026 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	PANOCHE/MS	0	0	0	0
98.74-L	5,695	5,695	1.14	0	PANOCHE/MS	0	0	0	0
99.24-L	10,493	10,493	0.92	0	PANOCHE/MS	0	0	0	0
100.70-L	6,211	6,211	1	0	PANOCHE/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			***4,338***	***30,201***

	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 (PANOCHE 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:	***2,229***		***2,229***	***16,364***
San Joaquin River Restoration Pump Back PID:	***2,109***		***2,109***	***8,062***
Central California Irrigation District L.B. Creek Diversion Structure	***0***		***0***	***100***
Grassland Water District L.B. Creek Diversion Structure	***0***		***0***	***5319***
San Luis Water District L.B. Creek Diversion Structure	***0***		***0***	***0***

MENDOTA POOL OPERATIONS

2026

ALL FIGURES IN ACRE-FEET

Date: 2/5/26

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
FRESNO SLOUGH	0												0
TPUD	0												0
JAMES I.D.	249												249
WESTSIDE AGRICULTURE[3]	1,611												1,611
M.L. DUDLEY & INDART [1]	32												32
MID VALLEY (Kings River)	0												0
REC. DIST. 1606	0												0
STATE FISH & WILDLIFE	982												982
TRACTION	299												299
UNMETERED	30												30
Total	1,311												1,311
COELHO FAMILY TRUST [2]	280												280
TRANQUILITY I.D.	0												0
WESTLANDS LATERAL-6	0												0
WESTLANDS LATERAL-7	0												0
CARVALHO TRUST	0												0
TOTAL	3,483	0	0	0	0	0	0	0	0	0	0	0	3,483

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
	100%	100%	100%	0%	100%	100%

January
DMC Inflow 11,817 AF
James Bypass Flows 0 AF

February
DMC Inflow AF
James Bypass Flows 0 AF

March
DMC Inflow AF
James Bypass Flows 0 AF

April
DMC Inflow AF
James Bypass Flows 0 AF

May
DMC Inflow AF
James Bypass Flows 0 AF

June
DMC Inflow A.F
James Bypass Flows 0 AF

July
DMC Inflow AF
James Bypass Flows 0 AF

August
DMC Inflow AF
James Bypass Flows AF 0

September
DMC Inflow AF
James Bypass Flows 0 AF

October
DMC Inflow AF
James Bypass Flows 0 AF

November
DMC Inflow AF
James Bypass Flows 0 AF

December
DMC Inflow AF
James Bypass Flows 0 AF

MENDOTA POOL WELL PUMP IN
2026
(ALL FIGURES IN ACRE-FEET)

Date: 2/9/2026

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
COELHO FAMILY TRUST [1]	10												10
M.L. DUDLEY & INDART [2]	134												134
FORDEL	1												1
COELHO WEST	0												0
CASACA VINEYARDS	40												40
DPF	0												0
SOLO MIO	0												0
BAKER FARMS	0												0
FARMERS W.D.	0												0
WESTSIDE AGRICULTURE [3]	53												53
WESTSIDE AGRICULTURE BANKED[3]	0												0
SILVER CREEK	0												0
TRANQUILITY I.D.	0												0
FCWD	0												0
ALMENDRA	0												0
YRIBARREN FARMS	0												0
CARVALHO TRUST	0												0
ETCHEGOINBERRY	0												0
FRESNO SLOUGH W.D.	0												0
LSK-1	0												0
TOTAL	238	0	0	0	0	0	0	0	0	0	0	0	238

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

[1] aka TERRA LINDA FARMS

[2] aka COELHO-GARDNER-HANSEN

[3] aka MEYERS FARMING

Spill Back Credit

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
James ID (per JID)	112	0	0	0	0	0	0	0	0	0	0	0	112

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

Updated 02.09.2026

JANUARY 2026

REACH TOTALS	POOL	INFLOW INTO AQUEDUCT	CUSTOMERS	AMOUNT IN AF
R3A			Parks & Rec. @ San Luis Reservoir	0
7451			Santa Clara Valley Water District	5308
			Casa de Fruta (Santa Clara Valley Water District)	0
			San Benito Water District	2143
R3	13		CDFW @ O'Neill Forebay	67
	13		Parks & Rec. @ O'Neill Forebay	0
365	13		Cattle Program @ O'Neill Forebay	1
	13		Santa Nella County Water District	13
	13		San Luis Water District	284
R4	14		City of Dos Palos	132
	14		Pacheco Water District	17
	14		San Luis Water District	150
4853	14		Panoche Water District	49
	15		San Luis Water District	97
	15		Panoche Water District	1489
	15		Westlands Water District	2919
R5	16		CDFW @ Lat. 4L (Pilibos)	0
	16		CDFW @ Lat. 4L	0
	16		CDFW @ Lat. 6L	0
	16		CDFW @ Lat. 7L	0
8861	16		Westlands Water District	2256
	17		Westlands Water District	1874
	18		DWR Truck @ 13R	0
	18		City of Coalinga	369
	18		Pleasant Valley Pumping Plant	2046
	18	10	Westlands Water District	2316
R6	19		Alta Gas	0
	19		City of Huron (P&R-Area 11) @ 22R	0
	19		DWR Water Truck @ 22R/CDFW @ 22R	0
4884	19		Lemoore N.A.S. thru WWD 28L,29L,&30L	73
	19		Kings County thru WWD 30L	0
	19		Westlands Water District	4811
R7	20		City of Huron @ 23R	47
	20		DWR Water Truck @ 23R	1
	20		Westlands Water District	2575
3909	21		City of Avenal	150
	21		Kings County thru WWD 37L,38L	0
	21		Westlands Water District	1136
30323		10	<---TOTALS--->	30323

Inflow Into Aqueduct:

0 AF TOTAL for PUMP-IN

10 AF TOTAL for FLOOD

TOTALS BY CUSTOMERS

Santa Nella County Water District	13
Pacheco Water District	17
San Luis Water District	531
Panoche Water District	1538
Westlands Water District	19933
AltaGas	0
City of Huron @ 23R	47
City of Huron (P&R/Area 11 @ 22R)	0
Lemoore N.A.S. thru WWD @ 28L,29L&30L	73
Kings County thru WWD Laterals	0
City of Avenal	150
City of Dos Palos	132
City of Coalinga	369
CDFW @ O'Neill Forebay	67
San Felipe -Pacheco Tunnel	7451
CDFW @ 4L, 6L, 7L	0
DWR Water Truck @ 23R	1
Parks & Recreation	0
Cattle Program @ O'Neill Forebay	1
Customers Total:	**30323**

Pool 12 - Reach 2B

VA Turnout Use AF = 0

DWR 3137(Rev.9/15)

Monthly Availability Report

CW "Bill" Jones Pumping Plant

January - 2026

Unit #	Max Hours	Scheduled Outages (1)	%	Unscheduled Outages (2)	%	Over-all Availability %	Starts Pump	Comments
Unit-1	744	0.0	0.00%	0.0	0.00%	100.00%	1	
Unit-2	744	0.0	0.00%	0.0	0.00%	100.00%	0	
Unit-3	744	0.0	0.00%	0.0	0.00%	100.00%	0	
Unit-4	744	0.0	0.00%	0.0	0.00%	100.00%	1	
Unit-5	744	641.7	86.25%	0.0	0.00%	13.75%	0	Rewind Warranty Inspection 1/5/2026 C-26-JP-02
Unit-6	744	0.0	0.00%	0.0	0.00%	100.00%	0	
Total	4464	641.7	14%	0.0	0.00%	86.00%	2	

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

January - 2026

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

Notes:

(1) Planned maintenance

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

Monthly Availability Report

DCI Pumping Plant

January - 2026

Unit #	Max Hours	Scheduled Outages (1)	%	Unscheduled Outages (2)	%	Over-all Availability %	Starts Pump	Comments
Unit-1	744	0.0	0.00%	133.6	17.96%	82.04%	2	1/6/2027 Availible 13:39
Unit-2	744	0.0	0.00%	221.5	29.77%	70.23%	1	1/6/2027 Availbible 13:39
Unit-3	744	6.8	0.91%	0.0	0.00%	99.09%	2	1/02/26 07:43-14:30 Planned SF6 gas testing
Unit-4	744	6.8	0.91%	0.0	0.00%	99.09%	2	1/02/26 07:43-14:30 Planned SF6 gas testing
Unit-5	744	6.8	0.91%	0.0	0.00%	99.09%	2	1/02/26 07:43-14:30 Planned SF6 gas testing
Unit-6	744	6.8	0.91%	83.5	11.22%	87.87%	2	1/02/26 07:43-14:30 Planned SF6 gas testing
Total	4464	27.2	1%	438.6	9.83%	89.17%	11	

Notes:

(1) Planned maintenance

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

JONES PUMPING PLANT UNIT 5
IMPELLER REMOVAL

San Luis & Delta-Mendota
WATER AUTHORITY

Jones Pumping Plant
Unit 5 Impeller Removal
February 26-27, 2026

Impeller cover plate and pump bearing housing rigged and ready to lift.

Impeller being lifted through the unit opening. (1/4” clearance around circumference)

Impeller completely removed from structure.

Impeller relocated using the 21-ton crane. (Weight of impeller and shaft is 20.5 tons)

Jones Pumping Plant
Unit 5 Impeller Removal
February 26-27, 2026

Proud crew that performed the lift. This impeller was previously removed in 1982.

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: March 5, 2026

RE: Staff Report on Science Program – February 2026

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 $856,250 available to fund science, of which $734,296 has been obligated, leaving $121,954 in unobligated funds available for the remainder of the fiscal year.

Previous Commitments - $265,000 in FY 26 Budget

Subject	Description of Work / Objective(s)	FY 26 Budget
Joint Funding Delta Coordination Group Structured Decision-making Facilitation	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, including consultant 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 5. Development of Particle Tracking Model Tool and Associated As-Needed Analysis	$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. Funding obligated to date includes: 1. Tidal Delta Salmonid Acoustic Tag Data Analysis 2. Steelhead Hydroacoustic Telemetry Pilot	$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 plans 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. The Science Committee was requested to provide cost estimates for the implementation of the Science Plan activities in early 2026.

Delta Coordination Group (DCG)

Due to the implementation of the LTO 2024 Record of Decision, the DCG has been disbanded as of January 2026.

The DCG provided an initial draft of the synthesis report to review the effects of previous summer-fall habitat actions to better inform future adaptive management decisions. The final report is anticipated for March 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 completed a subsequent gate operation from September 5-12, 2025. Due to the implementation of the 2024 ITP, the timeline for release of the annual Summer-Fall Habitat Action Report shifted to June 2026. As of December 17, 2025, the DCG has been discontinued due to changes in governance adopted by the federal government in the recently executed Record of Decision for the Long-Term Operations of the Central Valley Project and State Water Project ("LTO") referenced below.

ESA Consultation for the Long-Term Operations ("LTO") 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 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 panel completed review of the Long-term Water Operations of the CVP and SWP and issued the final report on November 10, 2024. Staff is reviewing 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 January 20, 2025. Staff provided an update on the Science Program accomplishments including the two projects in partnership with UC Merced, activities pertaining to Golden Mussels, objectives for the year, and potential projects. Regarding 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.

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 and associated facilities. 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, which are examined monthly. Golden Mussels have been detected at Jones Pumping Plant, as well as O'Neill forebay and Pumping/Generating Plant. Staff is providing information and scientific support to members, as needed. The site visit for the vulnerability assessment was completed in early February. While waiting for the final reports in April 2026, staff is already implementing the recommendations to protect the facilities. Staff anticipates the increase in spawning to begin in April with fouling to increase in June/July. Staff organized a Water Agency coordination meeting on February 24, 2026 to discuss the effectiveness of various methods being applied to control and mitigate for Golden Mussel infestation. This will be a monthly meeting through July 2026 and aims to share information from the operations and science staff to develop effective treatments.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

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: March 5, 2026

RE: Staff Report on Activity Agreements – February 2026

Background

This memorandum serves as the Staff Report for February 2026 regarding specified[1] 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 agencies[2].

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 by the end of the fiscal year.

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.

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[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

Delta-Mendota Subbasin SGMA Program Transition

In January, the final Groundwater Sustainability Agencies in the Delta-Mendota Subbasin took Board action to join the Delta-Mendota Subbasin GSA JPA, which is the entity that will take up implementation of the Delta-Mendota Subbasin Groundwater Sustainability Plan and allow the Water Authority to transition out of its role supporting GSA's in the subbasin as a fiscal and administrative agent.

The Subbasin JPA held its first meeting, adopting a budget, authorizing contracts for consultant staffing support for relevant JPA management, Program management, technical support and legal services, as well as authorizing staff to issue invoices for collections for cash flow purposes. Additionally, the Central DM Region GSA's JPA sent a letter to the Water Authority requesting termination of the Central Delta-Mendota Region SGMA Activity Agreement. Staff is waiting for a similar letter from the Northern Region Management Committee.

General SGMA Activities

Consultants are preparing the 2025 Subbasin Annual Report, which is due April 1.

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 continues to advance the construction of interconnected surface water monitoring well installations and additional survey monuments to improve the Subbasin's monitoring subsidence and

interconnected surface water 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

Despite the recent storm activity, the Grassland Bypass Channel gates have remained closed since February of 2024 despite substantial rain events in February and March of this year. Storm events at the end of December caused the Grassland Basin Authority to pump water into the Short-Term Storage Basins to prevent discharge through the Grassland Bypass Project, which continued until January 13. 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. The FY26/27 budget was adopted at the December meeting.

  The Annual Stakeholder Meeting was held on January 16, as required by the Waste Discharge Order. The meeting had low attendance and lasted only 40 minutes.

- 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 February 1, 2026 to February 28, 2026

Date Executed	Contract Title	Vendor or Service Provider	Contract Amount	Contract Solicitation Type	Contract Type	Funding Source	Notes
2/5/2026	F26-JPP-015 JPP Rehabilitate Coating	Hartman Walsh Painting Company	$1,037,350.00	Formal Request for Proposals	Construction	EO&M Fund 26 Q4-60	Contract approved at February 05, 2026 Board Meeting.
2/9/2026	F26-DMC-012 DMC Subsidence Correction Project - Phase 1	Kiewit Infrastructure	$200,000.00	Formal Request for Proposals	CM/GC Construction	CIP Fund 25 I3-60	Contract approved at February 05, 2026 Board Meeting.
2/10/2026	F26-JPP-016 JPP Unit 5 Impeller Balancing	Unico Mechanical	$149,500.00	Informal Request for Bid	Construction	EO&M Fund 26 M1-60	Contract executed following informal bidding process.

CONTRACT CHANGE ORDER NOTIFICATIONS:

Date Executed	Contract Title	Vendor or Service Provider	Change Order Amount	Original Contract Amount	% Change	Justification

NOTE: NO CONTRACT CHANGE ORDERS WERE ISSUED DURING THIS REPORT PERIOD

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.

PO Box 2157
Los Banos, CA 93635
sldmwa.org

Official Memorandum

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

From: Scott Petersen, Water Policy Director

Date: March 2, 2026

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

Recommendation

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

Federal Legislation

- Adopt a position of "Support and Amend" on S. 3738 (Padilla), Making Our communities Resilient through Enhancing Water for Agriculture, Technology, the Environment and Residences (MORE WATER) Act

Federal Legislation

S. 3738 (Padilla), Making Our communities Resilient through Enhancing Water for Agriculture, (MORE WATER) Act

RECOMMENDATION: Support and Amend

POLICY SCOPE: Water Supply Reliability, Water Quality and Resource Management, Funding and Finance

Summary

The bill reauthorizes the large-scale water recycling and reuse program with $450 million in funding from fiscal year 2028 to 2032. It establishes a Water Conveyance Improvement Program that provides grants to eligible entities for conveyance projects that deliver water supply, safe drinking water for low-income communities, or environmental benefits. The program includes specific requirements for multi-benefit projects, such as a minimum of 50% of projects providing safe drinking water or environmental benefits and mandates a phased funding approach with a defined ratio of funds. Additionally, the bill authorizes $500 million for conveyance projects and $550 million for new water recycling and reuse projects, while also including provisions to deauthorize inactive Reclamation projects and ensure alignment with environmental and public health goals.

Section by Section

Section 1, Short Title

- This section indicates that this Act may be cited as the "MORE WATER Act" (Making Our communities Resilient through Enhancing Water for Agriculture, Technology, the Environment and Residences Act).

Section 2, Reauthorization of Large-Scale Water Recycling Program.

- This section primarily reauthorizes the large-scale water recycling program for 5 more years, through the end of 2031. Paragraphs (4) and (5).
- The reauthorization gives Reclamation the authority to fund feasibility studies for large-scale water recycling projects, which a recent GAO report pointed out was missing from the original authorization, causing Reclamation inefficiently to have to fund feasibility studies separately. Paragraph (2).
- Reclamation is given 60 days rather than the 30 days in the original authorization to notify Congress after finding specific large-scale water recycling projects to be feasible. Paragraph (3). This also responds to a recommendation in the recent GAO report.
- The reauthorization includes language similar to that in the Water Infrastructure Investments (WIIN) Act of 2016 to ensure that if the Large-Scale Water Recycling Program is not reauthorized for any reason in the future, large-scale water recycling projects at that time do not lose their authorization and have to stop work in the middle of construction and wait until they get a new Congressional authorization. Paragraph (4) ensures that these projects remain authorized even if the program expires, and paragraph (1) defines construction so that even projects in the latter stages of design remain authorized even if the program expires.
- Paragraph (5) authorizes $450 million in appropriations for the program over 5 years, the same amount as the Bipartisan Infrastructure Law appropriated for the program over the 5 years from 2021 through 2026.

Section 3, Water Conveyance Improvements Program. (see "How the Multi-Benefit Conveyance Program Works in the MORE WATER ACT" for a more in-depth discussion)

- This section establishes a programmatic authorization for Reclamation assistance to Federal and non-Federal conveyance projects where individual projects do not need to get Congressional authorization as long as they fit within the parameters of the program.
- Subsection (a) and (b) define key terms and establish the program.
- Subsections (c) and (d) establish requirements for Reclamation-led conveyance projects and non-Federal conveyance projects. The requirements are closely patterned after those established for Reclamation-led projects and state-led projects in section 4007 of the WIIN Act. Projects must be feasible, as determined by the Secretary for Federal projects and by the sponsor with the Secretary's concurrence for non-Federal projects; and must have secured a commitment for sufficient funding to meet the non-Federal cost share.
- Subsection (e) establishes Federal cost-share requirements: The basic Federal cost-share is 50% [subsection (e)(1)], and Federal funding shall be in the form of grants, or nonreimbursable funding for Federal projects [subsection (j)].
    - What the Federal funding can be spent on depends on the type of projects. Projects that are not multi-benefit can spend the Federal cost-share solely on water supply benefits, or on some combination of water supply benefits and other benefits [subsection (e)(2)].

- Multi-benefit projects can spend their Federal cost-share as follows [subsection (e)(3)]:
  - Federal funding up to 30% of the project cost can be spent flexibly on water supply or other benefits as described in subsection (e)(2).
  - Additional Federal funding of 20% of the project cost must be used for quantified and significant safe drinking water benefits (potable water consistent with Federal and State standards) for low-income populations or for quantified and significant environmental benefits. The eligible entity must negotiate the project's specific safe drinking water benefits for low-income populations or environmental benefits with stakeholders representing these interests. Subsection (e)(4).
- Permissible forms of the non-Federal cost share include:
  - WIFIA loans up to 80% of the project's total cost per the rules of WIFIA; and
  - State Revolving Funds [subsection (e)(5)].

- Special provisions applicable to multi-benefit projects are set forth in subsection (f): All authorized projects with a total cost over $800 million, and half the projects with a total cost below that amount, must be multi-benefit projects [subsection (f)(1)].
  - Various flexible ways project sponsors can provide quantified and significant safe drinking water benefits for low-income communities are set forth in subsection (f)(2).
  - Water district delivery of drinking water shall constitute safe drinking water under the terms of the section if either existing facilities or planned facilities with viable funding sources including Federal and state funding will be available to treat the water or an equivalent amount of exchanged water to meet Federal and State standards [subsection (f)(2)(B)]. Nothing in this section requires water districts to pay for treatment of water delivered to low-income populations other than those to which the water districts have a contractual responsibility to treat the water [subsection (f)(2)(D)].
  - Various flexible ways project sponsors can provide quantified and significant environmental benefits are set forth in subsection (f)(3).
  - The Secretary must ensure that the collective group of multi-benefit projects funded have a mix of environmental benefits and safe drinking water benefits for low-income communities [subsection (f)(4)]. To the maximum extent practicable at least half of the projects must have environmental benefits, and at least half must have safe drinking water benefits for low-income communities. Projects with both types of benefits count in each category, so more than half of the projects could have each type of benefits.
  - Construction of the core conveyance project may begin while the eligible entity sponsoring the project is negotiating the specific contours of drinking water for low-income community benefits or environmental benefits [subsection (f)(5)]. This provision allows for up to two years of initial construction funding solely for water supply benefits, as long as:
    - The project proponent commits to add environmental benefits or drinking water benefits for low-income communities when they receive more Federal funding later;
    - They are in active negotiations with representatives for low-income communities or the environment; and
    - They submit their proposal for additional Federal funding for safe drinking water benefits for low-income communities or the environment within two years of first receiving Federal construction funding for the project.

  - After two years of initial construction funding for any Federal benefit, remaining project funding must be allocated 60% for any of a broad range of benefits including water supply, and 40% for safe drinking water for low-income communities or environmental benefits [subparagraph (D) of subsection (f)(5)]. These proportions match the 30%-20% split between Federal funding for any of a broad range of benefits including water supply, and Federal funding for safe drinking water for low-income communities or environmental benefits.
- Subsection (g) describes criteria for the Secretary's selection of projects.
- Subsection (h) precludes the Secretary's establishment of any total dollar cost cap for funding of specific conveyance projects under this section.
- Subsection (i) excludes any new conveyance facility that costs over $5 billion from receiving funding under this section.
- Subsection (j) provides that Federal funding under this section shall be non-reimbursable.
- Subsection (k) states that no eligible project shall be considered ineligible for assistance under the program because the project has received assistance under a different federal funding program or federal joint use agreement.
- Subsection (l) requires consistency with applicable Federal, State, and Tribal law.
- Subsection (m) authorizes $500 million in appropriations for the program over 5 years.

Section 4, Reauthorization of Recycling Program and Environmental Restoration Program.

- Subsection (a) authorizes $550 million in appropriations over 5 years for the water recycling program in the Water Infrastructure Investments for the Nation Act (43 U.S.C. 390b note; Public Law 114–322) ("WIIN Act of 2016") section 4009(c). $550 million is the same amount as the Bipartisan Infrastructure Law appropriated for the program over the 5 years from 2021 through 2026.
- Subsection (b) raises the per-project cap for Federal funding of water recycling projects under 43 U.S.C. 390h-13(d)(1) from the current $30 million to $50 million, subject to an automatic inflation adjustments. Given rapid inflation in construction costs, we believe a higher project cap is warranted. Under this provision, the project cap is the lesser of $50 million or 25% of the project's total costs.
- Section (c) modifies the reauthorized environmental restoration program in WIIN Act section 4010(b)(2).
  - $250 million is authorized for the program over 5 years, which can fund:
    - Restoration of habitat or improvement of condition of saline inland lakes including Great Salt Lake;
    - Instream habitat restoration, science and monitoring for species restoration, floodplain reconnection efforts that benefit fish, and fish hatchery modernization and construction projects; and
    - planning, design, environmental reviews, permitting, construction, implementation, and adaptive management associated with any of the foregoing activities.

Section 5, Offset from Extension of Certain Provisions.

- This section extends the authorization for three WIIN Act programs until 15 years after the December 16, 2016 enactment of the WIIN Act, which is December 16, 2031:
  - The water recycling program in section 4009(c);
  - The environmental restoration program in section 4010(b)(2) as modified by section 4(c); and

- The voluntary water district repayment of capital debts and contract conversion program in WIIN Act section 4011(a)(b)(c)(d) and (f).
- CBO estimated in 2023 that the substantively identical HR 3675 (Bobert) would bring in $154 million in additional revenues. This is actual money that could be used to offset authorizations.

Section 6, Deauthorization of Inactive Projects Offset.

- This section establishes a transparent process for deauthorizing Bureau of Reclamation projects that have failed to receive any funding over the past 7 years.
- Reclamation must prepare interim and final lists of such projects subject to deauthorization and this section deauthorizes all those projects within 3 years of enactment with the exception of projects that 1) Congress resumes funding or disapproves of their deauthorization in an enacted concurrent resolution; 2) the project sponsor funds to completion; or 3) Interior finds vitally important to the needs of a State or the nation

Status

S. 3738 was introduced on January 29, 2026, and has been referred to the Senate Committee on Energy and Natural Resources.

Importance to the Authority

Subsidence has impacted conveyance facilities that Water Authority member agencies depend on for their water supply deliveries, including the Delta-Mendota and San Luis Canals. The legislation would establish a federal conveyance program that could provide between 30 and 50 percent of project funding needs on a nonreimbursable basis, subject to various requirements, and authorizes $500 million over five years to the program.

Additionally, the legislation reauthorizes and improves various provisions within the large-scale water recycling program that could be of benefit to Valley Water for the large-scale recycling program being developed, which could assist in supply diversification and potential additional partnership opportunities between Water Authority member agencies.

Suggested Amendments

Staff recommends seeking amendments to reduce the complexity of the conveyance program, with the intent of ensuring that affordability for key projects like the Delta-Mendota Canal Subsidence Correction Project can be maximized.

Guidelines for Taking Positions on Legislation

A number of controversial bills are introduced 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, 2025, the Board adopted the Policy Framework and Fiscal Year 2027 Policy Action Plan.

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 in the Strategic Plan, as implemented through the Policy Framework and Annual Policy Action Plan.

The Water Authority may take the following positions on legislation: Oppose, Support, Oppose Unless Amended, Support if Amended, Support and Amend, Not Favor, Favor, Not Favor Unless Amended, Favor if Amended, Favor and Amend, and Watch (neutral).

The Water Authority's staff and consultants testify and advocate with legislators and staff through direct meetings and coordination of 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, the Water Authority's delegation, and relevant Committees.

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 the Policy Framework and Annual Policy Action Plan, 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 a position contingent on amendments, 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
2D SESSION

S. _____

To amend the Infrastructure Investment and Jobs Act to reauthorize the large-scale water recycling and reuse program, to establish a Water Conveyance Improvement Program, and for other purposes.

IN THE SENATE OF THE UNITED STATES

Mr. PADILLA introduced the following bill; which was read twice and referred to the Committee on _____

A BILL

To amend the Infrastructure Investment and Jobs Act to reauthorize the large-scale water recycling and reuse program, to establish a Water Conveyance Improvement Program, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the "Making Our communities Resilient through Enhancing Water for Agriculture, Technology, the Environment, and Residences Act" or the "MORE WATER Act".

SEC. 2. REAUTHORIZATION OF LARGE-SCALE WATER RECYCLING AND REUSE PROGRAM.

Section 40905 of the Infrastructure Investment and Jobs Act (43 U.S.C. 3205) is amended—

(1) in subsection (a)—

(A) by redesignating paragraphs (1) through (4) as paragraphs (2) through (5), respectively; and

(B) by inserting before paragraph (2) (as so redesignated) the following:

"(1) CONSTRUCTION.—The term 'construction' has the meaning given the term in subsection (f) of section 4011 of the Water Infrastructure Improvements for the Nation Act (Public Law 114–322; 130 Stat. 1881), except that any reference in paragraph (2) of that subsection to 'storage' shall be deemed to be a reference to 'infrastructure'.";

(2) by striking subsection (b) and inserting the following:

"(b) ESTABLISHMENT.—The Secretary shall establish a program to provide grants to eligible entities on a competitive basis for the development of feasibility studies, planning, design, and construction of large-scale water recycling and reuse projects that provide substantial water supply and other benefits to the Reclamation States in accordance with this section.";

(3) in subsection (d)(4), by striking "30" and inserting "60";

(4) in subsection (k)—

(A) by striking "The authority" and inserting the following:

"(1) IN GENERAL.—Except as provided in paragraph (2), the authority";

(B) in paragraph (1) (as so designated), by striking "5" and inserting "10"; and

(C) by adding at the end the following:

"(2) EXCEPTION.—Paragraph (1) shall not apply to an eligible project that is under construction as of the termination date described in that paragraph."; and

(5) by adding at the end the following:

"(l) AUTHORIZATION OF APPROPRIATIONS.—There is authorized to be appropriated to the Secretary to provide grants for eligible projects and otherwise carry out this section $450,000,000 for the period of fiscal years 2028 through 2032.".

SEC. 3. WATER CONVEYANCE IMPROVEMENT PROGRAM.

(a) DEFINITIONS.—In this section:

(1) CONVEYANCE PROJECT.—The term "conveyance project" means a project for the undertaking of a new or improved water conveyance facil-

ity, or the restoration of the capacity of an existing water conveyance facility, that is located in a Reclamation State.

(2) ELIGIBLE ENTITY.—The term "eligible entity" means—

(A) a State, Indian Tribe, municipality, irrigation district, water district, wastewater district, or any State or regional organization with statutory water or power delivery authority;

(B) a State, regional, or local authority, the members of which include 1 or more organizations that—

(i) have water or power delivery authority; or

(ii) are responsible for operating conveyance facilities as a transferred works under the reclamation laws and Bureau of Reclamation policy;

(C) an agency established under State law for the joint exercise of powers; and

(D) any combination of entities described in subparagraphs (A) through (C).

(3) INDIAN TRIBE.—The term "Indian Tribe" has the meaning given the term "Indian tribe" in

section 102 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5130).

(4) LOW-INCOME COMMUNITY.—The term "low-income community" has the meaning given the term in section 45D(e) of the Internal Code of 1986 (including any regulations issued under that section), including Tribal communities.

(5) MULTI-BENEFIT PROJECT.—The term "multi-benefit project" means a conveyance project that provides in the region of the conveyance project benefits that include not fewer than 1 of the following quantified, significant benefits:

(A) Safe drinking water benefits for low-income communities.

(B) Environmental benefits.

(6) PROGRAM.—The term "Program" means the Water Conveyance Improvement Program established under subsection (b).

(7) PROJECT PROPONENT.—The term "project proponent" means an eligible entity that—

(A) plans and develops a non-Federal conveyance project; or

(B) operates an existing Reclamation project that is a transferred works.

(8) PROJECT SPONSOR.—The term "project sponsor" means an eligible entity that contributes to the non-Federal share of a conveyance project.

(9) RECLAMATION PROJECT.—The term "Reclamation project" means a Bureau of Reclamation project that is owned by the United States.

(10) RECLAMATION STATE.—The term "Reclamation State" means a State or territory described in the first section of the Act of June 17, 1902 (43 U.S.C. 391; 32 Stat. 388, chapter 1093).

(11) SAFE DRINKING WATER.—The term "safe drinking water" means water that meets all applicable Federal and State primary and secondary drinking water standards.

(12) SECRETARY.—The term "Secretary" means the Secretary of the Interior (acting through the Commissioner of Reclamation).

(13) STAKEHOLDER.—The term "stakeholder" means—

(A) with respect to safe drinking water benefits for low-income communities—

(i)(I) an elected executive official with applicable authority or legislative body representing a low-income community (or a delegate); and

(II) any agency exercising primary enforcement responsibility for public water systems in the State in which the applicable project is located;

(ii) an Indian Tribe receiving safe drinking water benefits; or

(iii) a nonprofit organization described in section 501(c)(3) of the Internal Revenue Code of 1986 and exempt from taxation under section 501(a) of that Code with—

(I) a demonstrated track record of supporting improved access to safe drinking water for low-income communities in the region of the applicable project; and

(II) no financial conflict of interest with the project proponent or any project sponsor, except that other instances of partnership on similar projects shall not be considered a financial conflict of interest for purposes of this subclause; and

(B) with respect to environmental benefits—

(i) a nonprofit organization described in section 501(c)(3) of the Internal Revenue Code of 1986 and exempt from taxation under section 501(a) of that Code with—

(I) a demonstrated track record of supporting environmental restoration in the region of the applicable project, including species or species habitat; and

(II) no financial conflict of interest with the project proponent or any project sponsor, except that other instances of partnership on similar projects shall not be considered a financial conflict of interest for purposes of this subclause; or

(ii) an Indian Tribe, if the project is within the current or former reservation or aboriginal territory of the Indian Tribe.

(14) WATER SUPPLY BENEFIT.—The term "water supply benefit" means—

(A) an irrigation benefit;

(B) a general drinking water benefit; and

(C) operational flexibility that allows the Bureau of Reclamation to provide multiple benefits, including any of the benefits described in subparagraphs (A) and (B).

(b) ESTABLISHMENT OF PROGRAM.—The Secretary shall establish within the Bureau of Reclamation a Water Conveyance Improvement Program to provide authority to participate in, and provide grants to, conveyance projects.

(c) RECLAMATION-LED CONVEYANCE PROJECTS.—

(1) IN GENERAL.—On the request of any State, department, agency, or subdivision of a State, or any public agency organized pursuant to State law, the Secretary may provide a grant to, and enter into an agreement on behalf of the United States for the design, study, and construction of, a conveyance project as part of a new Reclamation project, a new division of a Reclamation project, a new supplemental works on a Reclamation project, or the restoration or improvement of the capacity of an existing Reclamation project, in accordance with this subsection.

(2) PROJECT COMMENCEMENT.—The construction of a conveyance project that is the subject of an agreement under this subsection shall not commence until the date on which the Secretary—

(A) determines that the conveyance project is feasible in accordance with the reclamation laws; and

(B) secures an agreement providing the funding necessary to pay the non-Federal share of the costs of the conveyance project in accordance with subsection (e).

(3) FEASIBILITY DETERMINATION.—In determining feasibility under paragraph (2)(A), the Secretary shall review and approve a feasibility analysis provided by a project sponsor if the Secretary determines that the analysis meets Bureau of Reclamation policy relating to the preparation of a feasibility study.

(d) NON-FEDERAL CONVEYANCE PROJECTS.—

(1) PROPOSAL.—

(A) IN GENERAL.—A project proponent may submit to the Secretary a proposal for the design, study, and construction of a conveyance project to be provided a grant under this section.

(B) FORM.—The project proponent may submit a proposal under subparagraph (A) in the form of a completed feasibility study or any other means that provide information to sup-

port a determination that the conveyance project is eligible for a grant in accordance with paragraph (2).

(2) REQUIREMENTS.—The Secretary may provide to the project proponent a grant for a conveyance project and enter into an agreement on behalf of the United States with the project proponent for the administration of the grant if—

(A) the project proponent determines, and the Secretary concurs, through the preparation of a feasibility study that is streamlined to the maximum extent practicable, that the conveyance project—

(i) is technically and financially feasible; and

(ii) is consistent with applicable Federal and State law;

(B) the project proponent has sufficient non-Federal funding available to complete the conveyance project, as determined by the Secretary;

(C) the project proponent is financially solvent, as determined by the Secretary; and

(D) not later than 60 days after the date on which the Secretary concurs with the deter-

mination under subparagraph (A) with respect to the conveyance project, the Secretary submits to Congress written notice of the determination.

(e) COST-SHARING REQUIREMENT.—

(1) IN GENERAL.—The Federal share of a conveyance project funded under this section shall not exceed 50 percent of the total cost of studies, planning, design, and construction of the conveyance project.

(2) PROJECTS THAT ARE NOT MULTI-BENEFIT.—The Federal share of a conveyance project other than a multi-benefit project funded under this section may be used—

(A) solely for water supply benefits; or

(B) on the approval by the Secretary and, in the case of a non-Federal conveyance project or an existing Reclamation project that is a transferred works, at the request of the project proponent, for a combination of—

(i) water supply benefits;

(ii) safe drinking water benefits for low-income communities;

(iii) environmental benefits; or

(iv) other benefits in accordance with the reclamation laws.

(3) MULTI-BENEFIT PROJECTS.—In the case of a multi-benefit project funded under this section—

(A) the Federal share of not more than 30 percent of the costs of studies, planning, design, and construction of the multi-benefit project may be used for any of the benefits described in paragraph (2); and

(B) an additional Federal share of not more than 20 percent of the costs of studies, planning, design, and construction of the multi-benefit project may be used for—

(i) quantified, significant safe drinking water benefits for low-income communities in accordance with subsection (f)(2)(A);

(ii) quantified, significant environmental benefits described in subsection (f)(3); or

(iii) a combination of the benefits described in clauses (i) and (ii).

(4) AGREEMENT.—The project proponent or the Secretary, in the case of any Reclamation-led conveyance project that is a new project or involves

a reserved works, shall enter into an agreement with 1 or more applicable stakeholders representing multi-benefit interests that describes the benefits authorized under paragraph (3)(B) proposed for the conveyance project.

(5) FORM OF NON-FEDERAL SHARE.—The non-Federal share of the cost of a conveyance project funded under this section may be in the form of—

(A) cash;

(B) in-kind contributions;

(C) reimbursable funding allocated pursuant to any statutory authority, if the eligible entity has entered into a repayment contract for the funding;

(D) a loan under the Water Infrastructure Finance and Innovation Act of 2014 (33 U.S.C. 3901 et seq.) or any other Federal loan program;

(E) amounts made available from a State revolving fund pursuant to the rules of the applicable State; or

(F) other non-Federal sources of funding, including State funding.

(f) SPECIAL PROVISIONS APPLICABLE TO MULTI-BENEFIT PROJECTS.—

(1) REQUIREMENT.—

(A) IN GENERAL.—A conveyance project with a total cost of not less than $800,000,000 that is funded under this section shall be a multi-benefit project.

(B) LESS THAN $800,000,000.—The Secretary shall ensure that not less than 50 percent of conveyance projects with a total cost of less than $800,000,000 that are funded under this section shall be multi-benefit projects.

(2) DESCRIPTION OF SAFE DRINKING WATER BENEFITS FOR LOW-INCOME COMMUNITIES.—

(A) IN GENERAL.—The Federal funding for quantified, significant safe drinking water benefits for low-income communities referred to in subsection (e)(3)(B)(i) may be provided—

(i) directly, by paying for a sufficient proportion of the capacity of the conveyance project (or, in the case of a conveyance project restoring the original capacity of a conveyance facility, paying for sufficient water from the conveyance project) and any additional infrastructure necessary to deliver safe drinking water to a low-in-

come community or other resource or facility accessible to the community;

(ii) indirectly, by—

(I) supporting a low-income ratepayer assistance program for a project sponsor, a member agency of a project sponsor, or a drinking water district in the region of the conveyance project; or

(II) contributing to a Federal or State program that assists in delivering safe drinking water to low-income communities;

(iii) indirectly, by paying for a sufficient proportion of the project capacity during high-flow periods to provide a specific quantity of water (or, in the case of a conveyance project restoring the original capacity of a conveyance facility, paying for sufficient water from the conveyance project), with 1 of the project sponsors in return delivering the same quantity of water to the community through an exchange, banking water in a groundwater basin during times of excess for subse-

quent delivery to the low-income community;

(iv) indirectly, by paying for enhancement, repair, or upgrades to a Bureau of Indian Affairs conveyance facility in the region of the project;

(v) by any other direct or indirect means to provide safe drinking water to a low-income community; or

(vi) through a combination of the methods authorized under clauses (i) through (v).

(B) DELIVERY OF WATER FOR DRINKING.—Delivery of water for drinking purposes shall be considered to be safe drinking water benefits for low-income communities for purposes of this section if—

(i) facilities exist to treat the water that is to become safe drinking water; or

(ii) the stakeholders representing the applicable low-income communities agree that there are viable plans and funding sources (including Federal or State funding) to treat the delivered water or ex-

changed water that is to become safe drinking water.

(C) INCLUSION.—Any benefits described in subparagraph (A) that are safe drinking water benefits for low-income ratepayers shall be considered to meet the requirements for safe drinking water benefits for low-income communities under this section.

(D) EFFECT.—Nothing in this section requires a project proponent or project sponsor to pay for treatment of water delivered to low-income communities, other than low-income communities with which the project proponent or the project sponsor has an existing contractual relationship to deliver treated water.

(3) DESCRIPTION OF ENVIRONMENTAL BENEFITS.—The quantified, significant environmental benefits referred to in subsection (e)(3)(B)(ii) include—

(A) benefits to a species listed as threatened or endangered under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) or other species of concern affected by operation of Reclamation projects or State or local water projects;

(B) additional flows to an inland water body, including the Great Salt Lake, either directly or indirectly through an exchange;

(C) benefits that improve aquatic or terrestrial habitats in the region of the proposed conveyance project;

(D) contributions to a Federal or State program that provides environmental benefits in the region of the project;

(E) delivery of additional water to wildlife refuges, either directly or indirectly through an exchange; or

(F) strategically designed actions that simultaneously achieve environmental and other benefits, such as habitat restoration or efforts to recover species that—

(i) improve the operation of the conveyance project; or

(ii) have water supply or flood protection benefits.

(4) TYPES OF PROJECTS.—Of the multi-benefit projects funded under this section, the Secretary shall ensure that, to the maximum extent practicable—

(A) 50 percent provide at least some environmental benefits (or a combination of environmental benefits and safe drinking water benefits for low-income communities); and

(B) 50 percent provide at least some safe drinking water benefits for low-income communities (or a combination of safe drinking water benefits for low-income communities and environmental benefits).

(5) PHASED FUNDING OF MULTI-BENEFIT PROJECTS.—

(A) IN GENERAL.—During the first 2 years in which a multi-benefit project is being constructed, the applicable project sponsor may apply for and receive Federal funds for construction costs authorized under subsection (e)(3)(A), subject to subparagraph (C).

(B) DESIGN.—Subject to the provisions of this paragraph, to the maximum extent practicable, the project proponent shall seek to integrate environmental benefits and safe drinking water benefits for low-income communities into the design of the applicable multi-benefit project.

(C) REQUIREMENT.—To be eligible for Federal funds under subparagraph (A), the applicable project proponent shall—

(i) commit to include safe drinking water benefits for low-income communities or environmental benefits in the multi-benefit project on the date on which Federal funds are provided under that subparagraph;

(ii) demonstrate that the project sponsor is in negotiations to add multi-benefit project elements with stakeholders representing the environment or safe drinking water for low-income communities; and

(iii) not later than 2 years after the date on which the project sponsor first receives construction funding for the project under subsection (e)(3)(A), submit a proposal for additional funding under subsection (e)(3)(B) that is consistent with the applicable agreement entered into under subsection (e)(4).

(D) REQUIRED RATIO.—

(i) IN GENERAL.—Subject to clauses (ii) and (iii), on submission of a proposal

for additional funding under subparagraph (C)(iii), for any subsequent 5-year period for which Federal funds are made available for the applicable multi-benefit project under this section—

(I) 60 percent shall be made available for costs relating to the benefits referred to in subsection (e)(3)(A); and

(II) 40 percent shall be made available for costs relating to environmental benefits or safe drinking water benefits for low-income communities in accordance with this subsection.

(ii) MODIFICATION.—Notwithstanding clause (i), the project proponent or the Secretary, in the case of any Reclamation-led conveyance project that is a new project or involves a reserved works, and any stakeholders representing multi-benefit interests subject to an agreement referred to in subsection (e)(4) may by mutual agreement modify the ratio of funding for different components of the conveyance

project established under clause (i) for funding over the specified 5-year period.

(iii) ALLOCATION OF TOTAL FUNDING.—The Secretary shall ensure that the total allocation of funding for a multi-benefit project shall reflect the ratio of funding established under clause (i).

(g) CRITERIA FOR SELECTING CONVEYANCE PROJECTS.—In determining whether to select a conveyance project for a grant under this section, the Secretary shall consider—

(1) the Federal benefits of the conveyance project;

(2) whether the conveyance project, in the judgment of the Secretary, is well-designed to achieve the benefits of the conveyance project at a reasonable cost;

(3) whether the conveyance project meets a critical need at the national, State, regional, or local level;

(4) whether the conveyance project assists the Federal Government in honoring contracts of the Federal Government;

(5) diversity in the geography and size of conveyance projects; and

(6) such other factors as the Secretary determines appropriate.

(h) TOTAL DOLLAR CAP.—The Secretary shall not impose a total dollar cap on Federal funds under this section for any individual conveyance project funded under the Program.

(i) NEW CONVEYANCE FACILITY.—No Federal funds are authorized under this section for any new conveyance facility that costs more than $5,000,000,000.

(j) REIMBURSABILITY OF FUNDS.—Any Federal funds provided by the Secretary under the Program shall be nonreimbursable to the United States, including—

(1) funding of Reclamation-led conveyance projects under subsection (c); and

(2) grants to eligible entities for non-Federal conveyance projects under subsection (d).

(k) FUNDING ELIGIBILITY.—A conveyance project shall not be considered ineligible for funding under the Program on the basis of the conveyance project receiving assistance under any other Federal funding program or Federal joint use agreement.

(l) APPLICABLE LAW.—A conveyance project funded under the Program shall be consistent with applicable Federal, State, and Tribal law.

(m) AUTHORIZATION OF APPROPRIATIONS.—There is authorized to be appropriated to the Secretary to carry out this section $500,000,000 for the period of fiscal years 2028 through 2032.

SEC. 4. REAUTHORIZATION OF RECYCLING PROGRAM AND ENVIRONMENTAL RESTORATION PROGRAM.

(a) AUTHORIZATION OF NEW WATER RECYCLING AND REUSE PROJECTS.—Section 1602(g) of the Reclamation Wastewater and Groundwater Study and Facilities Act (43 U.S.C. 390h(g)) is amended by striking paragraph (1) and inserting the following:

"(1) There is authorized to be appropriated to the Secretary of the Interior to carry out this section $550,000,000 for the period of fiscal years 2028 through 2032.".

(b) CEILING ON FEDERAL SHARE.—Section 1631(d)(1) of the Reclamation Wastewater and Groundwater Study and Facilities Act (43 U.S.C. 390h–13(d)(1)) is amended by striking "$20,000,000 (October 1996 prices)" and inserting "$50,000,000 (in December 2025 prices, as automatically adjusted each January based on the percentage increase in the consumer price index for all urban consumers (United States city average) over the previous year, as published by the Bureau of Labor Statistics)".

(c) ACTIONS FOR BENEFIT OF ENDANGERED SPECIES, IMPORTANT HABITAT, AND WATER BODIES.—Section 4010(b) of the Water Infrastructure Improvements for the Nation Act (Public Law 114–322; 130 Stat. 1872) is amended by striking paragraph (2) and inserting the following:

"(2) ACTIONS FOR BENEFIT OF ENDANGERED SPECIES, IMPORTANT HABITAT, AND WATER BODIES.—There is authorized to be appropriated to the Secretary of the Interior (acting through the Commissioner of Reclamation) $250,000,000 for the period of fiscal years 2028 through 2032—

"(A) for the restoration of habitat or improvement of conditions at the Great Salt Lake and other saline inland lakes affected by the operation of the Central Utah Project or Bureau of Reclamation water projects or deliveries;

"(B) for—

"(i) gravel and rearing area additions, fish passage improvements, barrier removal, and habitat restoration to the Sacramento River, its tributaries, or other rivers or river basins affected by the operation of Bureau of Reclamation facilities to benefit species listed as threatened or en-

dangered under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.), including Chinook salmon and steelhead trout;

"(ii) scientifically improved and increased real-time monitoring to inform real-time operations of Bureau of Reclamation facilities, and alternative methods, models, and equipment to improve temperature modeling, science, and monitoring to support flow benefits for fish species, and related forecasted information for purposes of predicting impacts to salmon, salmon habitat, species listed as threatened or endangered under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.), or other species of concern as a result of water management at Bureau of Reclamation facilities;

"(iii) aquatic habitat restoration activities, including floodplain reconnection and reactivation projects (such as off-channel and managed floodplain inundation projects that enhance biological productivity and food web support for fish) that

enhance the ability of the Bureau of Reclamation to meet contractual obligations for water deliveries;

"(iv) fish hatchery modernization and construction projects; and

"(v) structural or operational improvements, including temperature control and associated facilities, necessary to implement activities described in clauses (i) through (iv); and

"(C) for planning, design, scientific studies, resource and biological monitoring, environmental reviews, permitting, construction, implementation, and adaptive management associated with any of the activities described in subparagraphs (A) and (B).".

SEC. 5. OFFSET FROM EXTENSION OF CERTAIN PROVISIONS.

Section 4013 of the Water Infrastructure Improvements for the Nation Act (43 U.S.C. 390b note; Public Law 114–322) is amended—

(1) in paragraph (1), by striking "and" at the end;

(2) in paragraph (2), by striking "in" and inserting "under";

(3) by redesignating paragraph (2) as paragraph (3); and

(4) by inserting after paragraph (1) the following:

"(2) section 4009(c), section 4010(b)(2), and subsections (a), (b), (c), (d), and (f) of section 4011, which shall expire 15 years after that date of enactment; and".

SEC. 6. DEAUTHORIZATION OF INACTIVE PROJECTS OFFSET.

(a) PURPOSES.—The purposes of this section are—

(1) to establish an efficient and transparent process for deauthorizing Reclamation projects that have failed to receive a minimum level of investment to ensure active Reclamation projects can move forward while reducing the backlog of authorized Reclamation projects; and

(2) to allow for exceptions for the deauthorization of Reclamation projects under paragraph (1) based on—

(A) action by Congress;

(B) funding to completion by the non-Federal project sponsor; or

(C) a finding by the Secretary that certain Reclamation projects should continue to be au-

thorized to meet vitally important needs of a State or the United States.

(b) DEFINITIONS.—In this section:

(1) RECLAMATION PROJECT.—The term "Reclamation project" means a project that is—

(A) owned by the United States; and

(B) constructed and operated under the direction of the Bureau of Reclamation.

(2) SECRETARY.—The term "Secretary" means the Secretary of the Interior (acting through the Commissioner of Reclamation).

(c) INTERIM DEAUTHORIZATION LIST.—Not later than 1 year after the date of enactment of this Act, the Secretary shall submit to the Committee on Energy and Natural Resources of the Senate and the Committee on Natural Resources of the House of Representatives and make available on a publicly accessible internet website in a manner that is downloadable, searchable, and sortable—

(1) an interim deauthorization list of Reclamation projects—

(A) that are authorized; and

(B) for which funding was not obligated during the fiscal year in which this Act is enacted or any of the preceding 7 fiscal years; and

(2) for each Reclamation project listed under paragraph (1)—

(A) the date of authorization of the Reclamation project, including any subsequent modifications to the original authorization;

(B) a brief description of the Reclamation project;

(C) the estimated cost of completion of the Reclamation project; and

(D) any remaining amounts authorized, but not appropriated, for the Reclamation project.

(d) FINAL DEAUTHORIZATION LIST.—

(1) IN GENERAL.—Not later than 1 year after the date on which the interim deauthorization list is submitted under subsection (c), the Secretary shall submit to the Committee on Energy and Natural Resources of the Senate and the Committee on Natural Resources of the House of Representatives and make available on a publicly accessible internet website in a manner that is downloadable, searchable, and sortable, a final deauthorization list of all Reclamation projects identified in the interim deauthorization list, other than any Reclamation project—

(A) for which funding has been provided by an Act of Congress after the date of submission of the interim deauthorization list; or

(B) that the Secretary excludes under paragraph (2).

(2) EXCLUSIONS.—The Secretary may exclude from the final deauthorization list under paragraph (1) a Reclamation project that the Secretary determines is vitally important for the interests of the United States or a particular State, based on consideration of the effects of the Reclamation project on—

(A) public health and safety;

(B) the economy; or

(C) the environment.

(e) DEAUTHORIZATION; CONGRESSIONAL REVIEW.—Effective beginning on the date that is 1 year after the date of submission of the final deauthorization list under subsection (d), a Reclamation project included on the final deauthorization list under that subsection is deauthorized, unless, prior to that date—

(1) a joint resolution disapproving the final deauthorization report is enacted into law;

(2) funding for the Reclamation project has been provided by an Act of Congress; or

(3) the non-Federal sponsor of the Reclamation project provides sufficient funds to complete the Reclamation project.

PO Box 2157
Los Baños, CA 93635
sldmwa.org

Official Memorandum

To: SLDMWA Board of Directors, Alternates

From: Federico Barajas, Executive Director

Date: March 5, 2026

RE: Selection and Appointment of FY27 San Luis & Delta-Mendota Water Authority Board Officers

The Water Authority's Joint Exercise of Powers Agreement (JPA) provides for the selection of a Chair, Vice Chair, Secretary, and Treasurer. In contrast to the Treasurer, who serves at the pleasure of the Board of Directors[1] (Board), "[t]he chair, vice chair, and secretary . . . hold office for a period of one year commencing the first meeting of each Fiscal Year [FY]." JPA, Art. 17. The Water Authority's FY 2027 begins March 1, 2026.

Issue for Decision

Who the Board should appoint as Chair, Vice Chair, and Secretary for FY 2027.

Recommendation

The Board take action to appoint a Chair and Vice Chair. Staff proposes that Federico Barajas continue to serve as Secretary.

Background Information

1. Chair

The Chair is selected from the membership of the Board. The Chair serves as the presiding officer at all Board meetings, has a right to vote on all matters coming before the Board, and is a voting member of both the Water Resources Committee and Finance and Administration Committee. The Chair appoints members and alternate members of the Committees and Subcommittees, appoints from within each Committee and Subcommittee chairs, and has the right to call special meetings. Cannon Michael has served as Chair since March 2018.

2. Vice Chair

The Vice Chair is also selected from the membership of the Board. The Vice Chair serves as the presiding officer of Board meetings in the absence of the Chair. Like the Chair, the Vice Chair has a right to vote on all matters coming before the Board and is a voting member of both the Water Resources Committee and Finance and Administration Committee. William Bourdeau has served as Vice Chair since March 2020.

[1] The Water Authority's Director of Finance, Raymond Tarka, has served as Treasurer since June 2022.

3. Secretary

The Secretary may be but is not required to be a Director. In practice, the Water Authority's Executive Director has filled the Secretary role, with assistance from the Water Authority's Executive Secretary. The Secretary is responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority. Executive Director Federico Barajas has served as Secretary since January 2019.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

Official Memorandum

PO Box 2157
Los Baños, CA 93635
sldmwa.org

To: SLDMWA Board of Directors, Alternates

From: Scott Petersen, Water Policy Director

Date: March 5, 2026

RE: Adoption of Resolutions Authorizing Termination of (1) Northern Delta-Mendota Region SGMA Services Activity Agreement and (2) Central Delta-Mendota Region SGMA Services Activity Agreement

Background

In August 2014, California enacted the Sustainable Groundwater Management Act ("SGMA"), through which the Legislature intended "to provide local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater." (Wat. Code, § 10720(d).)

In response, certain members of the San Luis & Delta-Mendota Water Authority ("Water Authority") proposed to organize themselves, together with other agencies within their region, under Activity Agreements for the Central Delta-Mendota Region and Northern Delta-Mendota Region within the Delta-Mendota Subbasin, to obtain coordinated access to administrative and technical resources and services available through the Authority and to provide the mechanisms to share the benefits and expenses of obtaining such resources and services for the regions. SGMA implementation activities were described under the Coordination Agreement, with relevant cost share information for those activities described in the Cost Share Agreement.

On January 12, 2017, pursuant to Resolution No. 2017-413 the Water Authority Board of Directors ("Board") authorized the Executive Director to execute the (1) Northern Delta-Mendota ("DM") Region SGMA Services Activity Agreement ("Northern DM Activity Agreement") and the Northern DM Region SGMA Services Memorandum of Agreement ("Northern SS-MOA"); and (2) the Central DM Region SGMA Services Activity Agreement ("Central DM Activity Agreement") and the Central DM SGMA Services Memorandum of Agreement ("Central SS-MOA"). On July 12, 2018, the Board authorized the Executive Director to execute the (1) Coordination Agreement and the (2) Cost Sharing Agreement.

- Northern AA – effective February 24, 2017
- Central AA – effective February 15, 2017
- Coordination Agreement / Cost Sharing Agreement – Board action authorizing July 12, 2018

The Delta-Mendota Subbasin GSA's, through these Activity and the Coordination Agreement / Cost Sharing Agreement, prepared multiple iterations of Groundwater Sustainability Plans ("GSP") for the Delta-Mendota subbasin, the most recent Single GSP being adopted in 2024, which is currently under review by the California State Water Resources Control Board ("Water Board"), to address deficiencies identified by the California Department of Water Resources ("DWR"). Ongoing discussions with Water Board staff have been productive and the Water Board posted a Staff Assessment of the GSP and made a recommendation that the Subbasin be returned to DWR oversight.

The Water Authority adopted a new Strategic Plan in 2023, including Strategic Plan sub-objective 1.7.3, which directed staff to evaluate future management of the DM Subbasin SGMA Services Activity Agreements. Input provided suggested that staff should consider transitioning away from select Activity Agreements, with the goal of freeing staff to focus on more critical activities and to lower overall costs.

The Coordination Agreement expired when the Delta-Mendota Subbasin GSAs adopted a single Groundwater Sustainability Plan ("GSP") in November 2024.

The Cost-Sharing Agreement expired when the Delta-Mendota Subbasin GSAs formed the Delta-Mendota Subbasin GSAs Joint Powers Authority ("DM Authority"), entered into an Amended and Restated Memorandum of Agreement, and the DM Authority notified the Authority that its services were no longer needed, in February 2026. The intent behind the formation of the DM Authority was to create a joint powers authority that could provide the services previously provided by the Authority for the member agencies of the DM Authority.

However, both the Northern DM Activity Agreement and Central DM Activity Agreement state that they "shall remain in full force and effect until . . . amended, rescinded or terminated by the Authority and the Activity Agreement Members, with approval from the SS-MOA Participants." (Art. 13.)

Issue for Decision

Whether the Board of Directors should authorize adoption of resolutions:

1. Authorizing Termination of Northern Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement; and
2. Authorizing Termination of Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement.

Recommendation

Staff recommends adoption of proposed resolutions.

Analysis

The GSA's within the Delta-Mendota Subbasin have been implementing SGMA since its inception, and the Water Authority has been providing fiscal and administrative support services for development and implementation of the Delta-Mendota GSP. Since the adoption of the Delta-Mendota Subbasin GSP in 2024, the GSA members have been taking an increasing role in leadership of SGMA related activities, which has been paired with transition of program management support and technical support of the Subbasin to consultant teams over the last two years, upon the retirement of the Authority staff member providing direct support for the SGMA Program. The Subbasin JPA has adopted a budget and authorized program management staff (the Hallmark Group through a consultant contract with the Subbasin JPA) to invoice members for SGMA implementation support services for Fiscal Year 2027.

Following adoption of the proposed resolutions, the Water Authority will continue to provide fiscal and administrative support services for the remaining activities in fiscal year 2026, including the completion of the Annual Report for the Subbasin, which is due for submittal by April 1. Following final invoice submittal,

all activities formerly provided by the Water Authority and its staff will be performed by the D-M Subbasin JPA. The Water Authority will issue a letter to relevant Activity Agreement members and SS-MOA members terminating the relevant Activity Agreements for approval.

Once a majority of Northern DM Activity Agreement Members and Central DM Activity Agreement Members approve termination of the Activity Agreements[1], Water Authority staff will proceed to complete relevant financial analysis before refunding funds remaining in the following special revenue funds associated with SGMA services: (1) Fund 63, SGMA Coordination Committee; (2) Fund 64, Northern DM Activity Agreement; and (3) Fund 65, Central DM Activity Agreement.

Budget Implications

As of budget adoption on January 8, 2026, the SGMA fund balances are as follows: (1) Fund 63: $246,924; (2) Fund 64: $35,709; (3) Fund 65: $48,982. As explained above, these funds will first be used to pay remaining invoices from fiscal year 2026 services, then refunds will be issued for the remaining funds to Activity Agreement members and SS-MOA members consistent with cost allocations for the relevant Funds.

There will be a positive effect on the FY 2027 budget; staff will not collect funds associated with the approved budget for Funds 63, 64, and 65. Instead, the new DM Subbasin JPA will take over invoicing and relevant services.

Exhibits

1. Draft Resolution Authorizing Termination of Northern Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement
2. Northern Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement, as amended
3. Draft Resolution Authorizing Termination of Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement
4. Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement, as amended
5. Letter from Central Delta-Mendota Region Groundwater Sustainability Agency requesting termination of the Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement

[1] Under both the Northern DM and Central DM Activity Agreements, written documentation of approval can be provided by Resolution, motion, or other form of authorization (Art. 7.1); Central DM Activity Agreement Members may also delegate approval to another entity. (Art. 7.1(b).)

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

RESOLUTION NO. 2026-___

RESOLUTION AUTHORIZING TERMINATION OF NORTHERN DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES ACTIVITY AGREEMENT

WHEREAS, in August 2014, the State of California passed legislation creating the Sustainable Groundwater Management Act of 2014 ("SGMA"), through which the Legislature intended "to provide local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater" (Wat. Code, § 10720(d)); and

WHEREAS, in response, certain members of the San Luis & Delta-Mendota Water Authority ("Water Authority") proposed to organize themselves, together with other agencies within their region, under an activity agreement for the groundwater sustainability agencies ("GSAs") in the Northern Delta-Mendota Region of the Delta-Mendota Subbasin, to obtain coordinated access to administrative and technical resources and services available through the Water Authority and to provide the mechanism to share the benefits and expenses of obtaining such resources and services for the region; and

WHEREAS, on January 12, 2017, the Water Authority Board of Directors ("Board") adopted Resolution 2017-413, which authorized execution of a Northern Delta-Mendota Region SGMA Services Activity Agreement ("Northern DM Activity Agreement") and Northern DM Region SGMA Services Memorandum of Agreement ("Northern SS-MOA"); and

WHEREAS, the Northern DM Activity Agreement was made effective February 24, 2017, and included Activity Agreement Members Del Puerto Water District, Patterson Irrigation District, West Stanislaus Irrigation District, and Northern SS-MOA Participants ("SS-MOA Participants") Oak Flat Water District, City of Patterson, Twin Oaks Irrigation District, City of Grayson, Westley Community Services District, Merced County, and Stanislaus County; and

WHEREAS, the Northern DM Activity Agreement was amended by that certain First Amendment, made effective as of April 30, 2017 (the "First Amendment"), that certain Second Amendment, made effective October 16, 2018 (the "Second Amendment"), and that certain Third Amendment, made effective as of July 15, 2025 (the "Third Amendment"); and

WHEREAS, the Northern DM Activity Agreement's budget was administered by Fund 64, and as of January 8, 2026, Fund 64 has a current fund balance of $35,709; and

WHEREAS, in March 2026, the Activity Agreement Members and SS-MOA Participants consented to termination of the Northern DM Activity Agreement.

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 and directs the termination of the Northern Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement and the closing of its associated special revenue fund, Fund 64.

Section 3. The authorization conferred by Section 2 of this Resolution will be contingent upon the occurrence of the following action: provision of written documentation approval by a majority of Activity Agreement Members and Northern SS-MOA Participants.

Section 4. The Board further authorizes and directs the closing of the special revenue fund associated with the DM Subbasin Coordination Committee, Fund 63.

Section 5. The authorization conferred by Section 4 of this Resolution will be contingent upon the occurrence of the following actions: (1) termination of the Northern DM Activity Agreement; (2) termination of the Central DM Region SGMA Services Activity Agreement; and (3) closure of associated special revenue funds, Fund 64 and Fund 65.

Section 6. In the event the contingencies described in Section 3 and Section 5 fail to occur, the authorizations conferred by this Resolution are revoked *ab initio*, and any document executed by the Water Authority in reliance upon this Resolution will have no binding force or effect.

Section 7. 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 5th day of March, 2026, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.

_____

William Bourdeau, Vice-Chair
San Luis & Delta-Mendota Water Authority

Attest:

_____

Federico Barajas, Secretary

****

I hereby certify that the foregoing Resolution No. 2026-___ 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 5th day of March, 2026.

_____

Federico Barajas, Secretary

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

NORTHERN DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES ACTIVITY AGREEMENT

This **NORTHERN DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES ACTIVITY AGREEMENT** ("Activity Agreement"), is made effective as of February 24, 2017 (the "Effective Date"), by and among the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California ("Authority"), and Del Puerto Water District; Patterson Irrigation District; and West Stanislaus Irrigation District, its members who execute this Activity Agreement ("Members"). Capitalized terms used in this Activity Agreement shall have the meanings set forth in Section 2 below.

1. RECITALS

A. The Members, 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 as of January 1, 1992 (the "JPA"), by and among the parties indicated therein, establishing the San Luis & Delta-Mendota Water Authority for the purpose of exercising the common powers of the Members, including those powers described in this Activity Agreement.

B. The Members are each empowered, among other powers, to provide water service to lands within their boundaries; to operate and maintain works and facilities for the development, distribution and use of water for irrigation and for any drainage or reclamation works connected therewith or incidental thereto and/or to operate and maintain works and facilities for the development, distribution and use of water for municipal and industrial use; to contract with the United States, the State and other public agencies and, effective January 1, 1995, with mutual water companies, for such purposes; to control the quality of water accepted into their respective systems; to exercise powers related to groundwater management and groundwater management plans; and to adopt rules and regulations necessary to the exercise of such powers

C. In August 2014 the California Legislature passed comprehensive groundwater legislation creating the Sustainable Groundwater Management Act of 2014 ("SGMA" or the "Act"), intended "to provide local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater" (California Water Code Section 10720(d)).

D. The Sustainable Groundwater Management Act anticipates that each affected groundwater basin or subbasin will be regulated separately by one or more groundwater sustainability agencies ("GSAs" or individually, a "GSA") and the Members and certain counties and local agencies organizing themselves outside of the Authority umbrella have formed or are forming individual or multi-agency GSAs for purposes of compliance with the Act.

E. Groundwater sustainability under the Act is to be achieved through groundwater sustainability plans, ("GSPs" or individually, a "GSP") which can be a single plan developed by one or more GSAs, or multiple coordinated plans within a basin or subbasin (California Water Code Section 10727).

F. The Members overlie a portion of the Delta-Mendota Subbasin number 5-22.07 of the San Joaquin Valley Groundwater Basin identified in the California Department of Water Resources ("DWR") Bulletin 118 (the "DM Subbasin"), said portion being designated as the Northern Delta-Mendota Region ("Northern DM Region"), as its boundaries may be modified from time to time.

G. The DWR has designated the entire DM Subbasin as critically overdrafted, and under the Act, each GSA is required to assume its regulatory role by June 30, 2017, and to submit a GSP to DWR by January 31, 2020; the California State Water Resources Control Board ("SWRCB") may identify a basin or subbasin as probationary on the basis of the failure to identify a GSA, adopt a GSP, or upon a finding that a GSP is inadequate.

H. The objective of the Members under this Activity Agreement and the agencies who execute MOAs under SGMA Services Memoranda of Agreement as defined below is to obtain coordinated access to the administrative and technical resources and services available through the Authority and to provide the mechanisms to share the benefits and expenses of obtaining such resources and services to assist in (1) upon request, completing the procedural requirements for the formation of any groundwater sustainability agencies as requested for the Northern DM Region of the Delta-Mendota Subbasin; (2) the planning, preparation, and potential assistance with

implementation of a groundwater sustainability plan for the Northern DM Region; and (3) and for its coordination with other such plans within the DM Subbasin or other subbasins as may be required by the Act.

I. The Members desire to achieve the objectives recited above through the joint exercise of their common powers under this Activity Agreement and through the Authority entering into agreements to allow the participation in the program by counties, other local agencies or mutual water companies that are not members of the Authority, but that agree to participate under such agreements pursuant to the terms of this Activity Agreement.

J. The Members expressly intend that neither the Authority nor the other Members nor local agencies participating through separate memoranda of agreement acting through the Activity Agreement Management Committee (as defined below) will have the authority to limit or interfere with the respective Members' rights and authorities over their own internal matters, including but not limited to, a Member's surface water supplies, groundwater supplies, facilities, operations and water management, subject to terms 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 Authority agree as follows:

2. DEFINITIONS

2.1. **"Activity Agreement Member(s)"** or **"Members"** shall mean a member or members of the Authority who are signatories to this Activity Agreement

2.2. **"Activity Agreement"** or **"Agreement"** shall mean this Northern Delta-Mendota Region Groundwater Sustainability Management Act Services Activity Agreement.

2.3. **"Activity Agreement Expenses"** shall mean costs incurred by the Authority pursuant to this Activity Agreement and a share of Authority Operating Costs allocable to Members of this Activity Agreement and allocable to any SS-MOA Participants through MOAs executed in conjunction with this Activity Agreement.

2.4. **"Activity Participants"** shall mean the Activity Agreement Members and the SS-MOA Participants, as defined below.

2.5. **"Administration Agreement(s)"** shall mean those certain agreements between the 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.

2.6. **"Authority"** shall mean the San Luis & Delta-Mendota Water Authority.

2.7. **"Authority Operating Costs"** shall mean the Authority's 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 payments 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.

2.8. **"Basin"** or **"Delta-Mendota Subbasin"** shall mean the Delta-Mendota Subbasin of the San Joaquin Valley Groundwater Basin, subbasin number 5-22.07, as identified in Bulletin 118 prepared by the California Department of Water Resources.

2.9. **"Board of Directors"** shall mean the Board of Directors of the San Luis & Delta-Mendota Water Authority.

2.10. **"Coordination Agreement"** shall mean a legal agreement adopted between two or more GSA's that provides the basis for intra-basin or inter-basin coordination of the GSPs pursuant to SGMA.

2.11. **"GSA"** shall mean a groundwater sustainability agency enabled by SGMA to regulate a portion of a basin or subbasin cooperatively with all other GSA's in the basin or subbasin, in compliance with the terms and provisions of SGMA.

2.12. **"JPA" shall mean** that certain Amended and Restated Joint Exercise of Powers Agreement effective January 1, 1992, establishing the San Luis & Delta-Mendota Water Authority.

2.13. **"Management Committee"** shall mean the steering committee established in Section 6 of this Activity Agreement to direct the activities under this Agreement and the SGMA Services Memoranda of Agreement.

2.14. **"Management Committee Member"** shall mean the duly appointed representative of an Activity Participant to be counted towards a quorum and having the right to vote on behalf of such Activity Participant at a meeting of the Management Committee.

2.15. **"Northern Delta-Mendota Region"** or **"Northern DM Region"** shall mean that portion of the Delta-Mendota Subbasin within the jurisdictional area of the Activity Agreement Members and SS-MOA Participants as set forth in the map attached hereto as **EXHIBIT A**.

2.16. **"Northern DM Region GSAs"** shall mean the individual or the multi-agency Groundwater Sustainability Agencies formed separate and independent from the Authority within the Region.

2.17. **"Northern DM Region GSP"** shall mean the Groundwater Sustainability Plan, as defined by Section 10721(k) of the Water Code, for the Northern DM Region that the Activity Participants intend to jointly develop and implement through participation in this Activity Agreement, whether as a stand-along GSP, or as a portion of a broader GSP for the DM Subbasin covering the Northern DM Region.

2.18. **"Outside Service Area(s)"** of an Activity Participant shall mean an area or areas that are outside the political boundaries of the Activity Participant but that are included within the boundaries of such Activity Participant's single-agency GSA. For a party to a multi-agency GSA, **"Outside Service Area(s)"** of the Activity Participants shall mean area(s) that are outside the political boundaries of the Activity Participant and outside the boundaries of any other Activity Participant that is not a county but that, through written agreement with the applicable county, shall be subject to the Activity Participant's management for purposes of the implementation of SGMA.

2.19. **"Participation Percentage"** shall mean each Activity Participant's allocated share of Activity Agreement Expenses determined as described in Section 11 of this Agreement and set forth on EXHIBIT "C" as updated from time to time.

2.20. **"SGMA"** shall mean the California Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739), Water Code Sections 10720-10755.4, which collectively comprise SGMA, as that legislation and those regulations may be amended from time to time.

2.21. **"SGMA Services Memorandum of Agreement"** or **"SS-MOA"** shall mean those certain individual agreements in substantially the form attached hereto as **EXHIBIT "B"** between the Authority and a county, local agency or mutual water company; the respective entity not being a member of the Authority, to provide for such entity's participation in the activities subject to this

Agreement; "**SS-MOAs**" shall refer collectively to all such SGMA Services Memoranda of Agreement.

2.22. **"Special Project Agreement"** shall mean an agreement entered into between certain Members and/or SS-MOA Participants that desire to collectively carry out a special project that is not carried out by all of the Activity Participants.

2.23. **"Special Project Expenses"** shall mean costs and expenses allocable to Activity Participants incurred pursuant to a Special Project Agreement, and shall also include Authority Operating Costs allocated to the Special Project Agreement.

2.24. **"Special Project Participants"** of a Special Project Agreement shall mean those Activity Participants who execute such Special Project Agreement.

2.25. **"SS-MOA Participant"** shall mean a local agency, county mutual water company that is statutorily authorized to implement SGMA who is not a Members of the Authority, but who has agreed by executing a SGMA Services Memorandum of Agreement to share with Activity Agreement Members the costs, obligations and benefits of participating in the activities contemplated by this Agreement. **"SS-MOA Participants"** shall refer collectively to all such entities.

2.26. **"Voting Alternate"** shall mean the duly appointed alternate of the Management Committee Member, such alternate being present at a meeting during the absence or disqualification due to conflict of interest of the Management Committee Member for whom the alternate has been appointed; said alternate being counted towards a quorum and having the right under those circumstances to cast the vote otherwise accorded to the Management Committee Member.

3. PURPOSE OF AGREEMENT

The purpose of this Activity Agreement is to provide the contractual basis for the Members in conjunction with the SS-MOA Participants that have independently formed or will form individual or multi-agency GSAs within the Northern DM Region to utilize the resources of the Authority to assist with (1) the procedural requirements for forming GSAs in the Northern DM Region that are separate and independent from the Authority, as may be requested; (2) planning, preparation and, if requested by the Activity Participants through the Management Committee, implementation of a GSP for or including the Northern DM Region; (3) coordination with other

such plans within the Delta-Mendota Subbasin and adjoining subbasins as required by SGMA; and (4) to achieve the objectives stated in the Recitals above through the joint exercise of some or all of the common powers of the Activity Agreement Members and through the contractual agreements with the SS-MOA Participants.

4. ROLE OF AUTHORITY; LIMITS THEREON

4.1. Role of the Authority. The role of the Authority under this Activity Agreement will be to provide, through Authority staff or contracts with consultants, and as directed by the Management Committee, services to assist the Activity Participants in conducting the activities contemplated by this Agreement. The Authority will provide only those services directed by the Management Committee and supported with funding from the Activity Participants in accordance with budgets recommended by the Management Committee and approved by the Board of Directors and the Activity Participants, as more specifically provided under the terms of this Agreement.

4.2. Authorized Activities of the Authority under the Activity Agreement. The types of activities authorized to carry out the purposes of this Activity Agreement shall specifically include, but shall not be limited to, the following:

(a) To provide to the Activity Participants administrative services to assist them, if requested, in forming and implementing individual or multi-agency GSAs that are not part of but are independent from the Authority.

(b) To provide staff resources or to solicit proposals from one or more consultants, and at the direction of the Management Committee, to accept proposals and enter into services agreements to acquire consulting services as needed to assist in organizing multiple parties in compiling data, conducting monitoring, undertaking a groundwater study or studies and developing models as needed to develop the Northern DM Region GSP for adoption by GSAs in the Northern DM Region.

(c) To provide funding mechanisms through budgets approved by the Management Committee, the Board of Directors, and the Activity Participants to obtain services necessary for the development and implementation of the Northern DM Region GSP.

(d) To provide accounting and billing services to collect from the Activity Participants the costs of services incurred under the Activity Agreement and SS-MOAs pursuant to the terms of this Activity Agreement.

(e) To provide services to facilitate outreach to interested parties as defined by SGMA that may be required for the developing and implementing any Northern DM Region GSAs, as requested, and the Northern DM Region GSP or GSPs.

(f) To provide services to facilitate coordination among the GSAs in other portions of the DM Subbasin, and GSAs in other subbasins to assist in the development or implementation of intra-basin or inter-basin Coordination Agreements required by SGMA.

(g) To propose for adoption by GSAs in the Northern DM Region forms of rules, regulations, policies and procedures for governing the adoption and implementation of a GSP as authorized by Chapter 5 of SGMA.

(h) To undertake such additional activities and responsibilities as may be requested and funded by the Activity Participants acting through the Management Committee.

4.3. Limitations on Authority Role. Notwithstanding the Activity Participants' agreement to acquire certain services through this Agreement, the Activity Participants intend to establish GSAs independent of this Agreement and to maintain complete control and autonomy over the surface water and groundwater assets to which they are currently legally entitled; nothing in this Activity Agreement authorizes the Authority to establish a GSA or commit the Activity Participants or SGMA implementation actions within their respective boundaries and Outside Service Areas. The geographic boundaries of the Northern DM Region, and of each Activity Participant, are set forth in the map attached hereto as **EXHIBIT "A."**

4.4. Powers Reserved to Board of Directors and Limitations Thereon.

(a) The Board of Directors shall have ultimate approval authority over all Activity Agreement annual budgets based upon the recommendation of the Management Committee and approval of the Activity Participants; provided, the Board of Directors may not alter the Activity Agreement annual budgets without the Management Committee's review and recommendation or Activity Participant approval of such alteration.

(b) The Board of Directors shall have the right, upon recommendation of or in consultation with the Management Committee, to approve all amendments to this Activity

Agreement, including any amendment terminating the Activity Agreement, and to approve the SS-MOA with each entity seeking to become a SS-MOA Participant; provided, that no amendment of this Activity Agreement shall be required to add new Activity Agreement Members prior to February 28, 2017.

(c) The Board of Directors shall have the right, upon recommendation of or in consultation with the Management Committee, 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 Authority arising from this Activity Agreement.

(d) The Board of Directors delegates to the Management Committee the authority to conduct the activities described in this Activity Agreement pursuant to the terms of this Activity Agreement and SS-MOAs, without the required approval of the Board of Directors except as specifically provided in Sections 4.4(a-c). Also except as set forth in Sections 4.4(a-c) and 8.3, this delegation shall specifically include, but not be limited to, the authority to enter into contracts within approved Activity Agreement budgets.

5. POWERS JOINTLY EXERCISED BY ACTIVITY AGREEMENT MEMBERS; RESERVED POWERS

5.1. Powers Exercised. The Members and the Authority intend that this Activity Agreement shall provide for the joint exercise of certain powers common to the Members in obtaining administrative and technical resources and services needed to support their efforts through GSAs in the Northern DM Region to implement SGMA within their respective jurisdictions, including, for example, services and resources to (1) develop data; (2) conduct outreach with interested parties as defined by SGMA; (3) assist in preparing and implementing a Groundwater Sustainability Plan; and (4) assist in preparing and entering into intra-basin or inter-basin Coordination Agreements. The Members are each empowered by the laws of the State of California to exercise the powers specified in this Activity Agreement, and to comply with the provisions of SGMA and other laws. These common powers shall be exercised for the benefit of any one or more of the Activity Participants in the manner set forth in this Activity Agreement. The Authority and the Members further intend that each SS-MOA Participant with powers to implement SGMA may, by executing an SS-MOAs, share the costs, obligations and benefits of this Agreement. Subject to the limitations set forth by statute applicable to any SS-MOA Participant that is a mutual water

company or in this Activity Agreement, the Activity Participants shall have the powers to perform all acts necessary to accomplish their purpose as stated in this Activity Agreement, to be exercised through the Management Committee, including but not limited to the following:

(a) To make and/or assume contracts and to employ agents, employees, consultants and such other persons (as the Management Committee may deem necessary), to the full exercise of its power, including, but not limited to, engineering, hydrogeological, and other consultants, attorneys, accountants and financial advisors, for the purpose of providing any service required to accomplish the purposes identified herein.

(b) To conduct all necessary research and investigations, and to compile appropriate reports and collect data from all available sources to assist in preparation of a GSP, and for development and implementation of intra-basin or inter-basin Coordination Agreements, so as to allow the Activity Participants to participate in the sustainable management of the Northern DM Region in compliance with SGMA.

(c) To cooperate, act in conjunction with, and contract with the United States, the State of California, or any agency thereof, Stanislaus and Merced Counties, and other Members, SS-MOA Participants, and GSAs, or any of them, in the full exercise of the powers of the Activity Participants for purposes of assisting in meeting the procedural requirements for forming a GSA, if so requested, and preparation, adoption and implementation of the Northern DM Region GSP and any Coordination Agreements required by SGMA.

(d) To apply on behalf of the Activity Participants for, or if directed by the Management Committee, to accept, receive and administer on behalf of the Activity Participants agreements, grants, loans, gifts, contributions, donations or other aid from any agency of the United States, the State of California or other public or private person or entity necessary or beneficial for assisting the Activity Participants with any GSA in the Northern DM Region for preparing or implementing the Northern DM Region GSP.

(e) To assist in developing forms of rules, regulations, policies and procedures for governing the adoption and implementation of a GSP as authorized by Chapter 5 of SGMA for use by the GSAs in the Northern DM Region.

(f) To assist in developing policies, rules or practices for utilizing the enforcement powers identified in SGMA (Water Code Section10732), for use by GSAS in the

Northern DM Region, including the imposition and collection of civil penalties that shall be utilized in accordance with the requirements of SGMA.

(g) To investigate legislation and proposed legislation, regulations and proposed SWRCB actions affecting SGMA and the Northern DM Region and make appearances regarding such matters.

5.2. Powers Reserved to Activity Participants. There are expressly reserved to each Activity Participant the powers necessary to carry out the intent expressed in this section.

(a) Separate from this Agreement, to establish a GSA individually or collectively within the Activity Participant's boundaries or the area managed in whole or in part by such Activity Participant.

(b) To approve those actions under this Agreement set forth in Section 7.2.

(c) At each individual Activity Participant's election, acting through GSAs established by that Activity Participant, to implement SGMA and the GSP developed pursuant to this Activity Agreement within the Activity Participant's boundaries or Outside Service Area(s).

(d) Notwithstanding anything to the contrary in this Activity Agreement, the Authority shall not undertake any activities within the geographic or Outside Service Area boundaries of an Activity Participant pursuant to the GSP developed under this Activity Agreement unless the Activity Participant has formally and expressly consented and agreed to the activity proposed.

(e) The Activity Participants expressly intend that neither this Agreement nor any GSP prepared or being implemented utilizing services of the Authority through this Activity Agreement that is adopted by a GSA or GSAs within the Northern DM Region shall be construed as authorizing the Authority or the Activity Participants acting through the Activity Agreement Management Committee, or any dispute resolution process contained herein, to:

(1) determine or alter surface water rights or groundwater rights (California Water Code Section 10720.5(b));

(2) make binding determinations of the water rights of any person or entity (California Water Code Section 10726.8(b)); or

(3) supersede the existing land use authority of cities or counties, including the city or county general plan, within the overlying subbasin (California Water Code Section 10726.8(f)).

(f) The Activity Participants are organizing themselves into individual or multi-agency GSAs to implement the requirements of SGMA separate from this Agreement. The Activity Participants intend to maintain complete control and autonomy over the surface water and groundwater assets to which they are currently legally entitled, and make no commitments by entering into this Activity Agreement to share or otherwise contribute their water supply assets as part of the preparation or implementation of a GSP. The geographic boundaries of the Northern DM Region and the GSAs within that Region, and of each Member and SS-MOA Participant, are set forth in the map attached hereto as EXHIBIT "A".

6. ORGANIZATION

6.1. Governing Body. The business of the Activity Agreement shall be conducted by a Management Committee consisting of one (1) Management Committee Member and one (1) alternate Management Committee Member appointed by each Activity Participant.

(a) Management Committee Members and alternates shall be appointed by action of the governing body of the represented Activity Participant and such appointments shall be effective upon the appointment date as communicated in writing to the Authority. Each appointee shall serve on the Management Committee from the date of appointment by the governing body of the Activity Participant he/she represents at the pleasure of such governing body.

(b) Vacancies in the position of a Management Committee Member or alternate shall be filled by the represented Activity Participant in the same manner as the provided for the appointment of the initial Management Committee Member or alternate.

(c) The Executive Director of the Authority, its Assistant Executive Director and Authority employees or appointees designated by the Assistant Executive Director may participate as staff members and attend all Management Committee meetings, but shall have no vote.

6.2. Meetings. The Executive Director of the Authority or the Assistant Executive Director of the Authority, acting on the Executive Director's behalf, or the Chairman of the Management Committee is authorized to call meetings of the Management Committee as necessary and appropriate to conduct the business under the Activity Agreement. In addition to such authority to call meetings, the Management Committee may, but is not required to, set a

date for regular meetings of the Management Committee. All such meetings shall be conducted in accordance with the requirements of the Ralph M. Brown Act (Government Code Sections 54950 *et seq.*).

6.3. Quorum. A majority of the then-appointed Management Committee Members plus any Voting Alternates shall constitute a quorum of the Management Committee. Each appointed Management Committee Member or Voting Alternate shall have one (1) vote.

6.4. Voting. Except as expressly stated to the contrary in this Activity Agreement, the vote of an Activity Participant's duly appointed Management Committee Member or Voting Alternate is deemed to be the vote of that Activity Participant. A simple majority of the quorum shall be required for the adoption of a resolution, motion or other action of the Management Committee, except that:

(a) A majority vote of less than a quorum may vote to adjourn or, meeting as a subcommittee of the whole, to hear reports on non-action items listed on the agenda;

(b) Any of the following actions shall require a unanimous vote of a quorum of the Management Committee. For purposes of this Section 6.4(b), a "unanimous vote" is defined as the affirmative vote of every Management Committee Member and Voting Alternate with a quorum being present:

(1) A recommendation to the Board of Directors of the Authority to a compromise or payment of any claim against the Authority arising from the Activity Agreement;

(2) To submit to the Activity Participants for consideration by the GSAs covering the Northern DM Region any proposed Northern DM Region GSP;

(3) To adopt a proposed initial operating budget within ninety (90) days of the execution of this Activity Agreement, and proposed annual budget by January 15 of each year or by such alternate date as may be required so that it can be incorporated into the Authority's annual budget for the fiscal year beginning on March 1 of each year;

(4) To propose to set or modify the Participation Percentages of the Activity Participants from time to time.

(5) To authorize the Authority to enter into agreements with consultants within the approved budgets, subject to the limitations provided in this Activity Agreement;

(6) To provide recommendations to Activity Participants for consideration by their respective GSAs within the Northern DM Region regarding imposing fees

authorized by SGMA to fund the cost of complying with SGMA, and sustainably managing groundwater within the Northern DM Region;

(7) To propose rules, regulations, policies and procedures recommended to the Activity Participants for consideration by their respective GSAs within the Northern DM Region governing the adoption and implementation of a GSP as authorized by Chapter 5 of SGMA;

(8) To assist the Activity Participants by investigating and reporting on legislation and proposed legislation, regulations and proposed SWRCB actions affecting SGMA and the DM Subbasin and making appearances regarding such matters.

(9) Any other action for which a unanimous vote is required by the terms of this Agreement.

(c) Vote Required for Deemed Withdrawal. The vote for a determination that an Activity Participant is deemed to have withdrawn from the Activity Agreement pursuant to Section 6.6 b shall be a unanimous vote of a quorum, not counting the vote of the Activity Participant about which the determination is being made.

6.5. Officers. The Management Committee shall select a Chairperson, a Vice-Chairperson and a Secretary. The Chairperson and Vice-Chairperson shall be, and the secretary may, but need not be, a Management Committee Member. The Chairperson shall preside at all meetings of the Management Committee and the Vice-Chairperson shall act as the chairperson in the absence of the chairperson elected by the Management Committee. All elected officers shall remain in office at the pleasure of a majority vote of the Management Committee.

6.6. Powers of Management Committee and Limitations Thereon.

(a) Except for those matters reserved to the Board of Directors or for which the approval of the Activity Participants is required by the terms of this Activity Agreement, the Management Committee shall undertake all actions necessary for carrying out the Activity Agreement, including but not limited to setting policy or practices for the Activity Agreement and under SS-MOAs; making budget recommendations in conjunction with the Executive Director and/or the Assistant Executive Director of the Authority or any Authority staff or consultant designated to manage the Activity Agreement; determining the recommended basis for calculation of the Participation Percentages for each fiscal year, and the timing required for payments of obligations hereunder; employing consultants and otherwise authorizing expenditure of Activity Agreement funds within the parameters of the budget approved by the

Authority; developing and implementing guidelines, rules or regulations; and such other actions as shall be reasonably necessary or convenient to the purposes of the Activity Agreement.

(b) When an Activity Participant fails or refuses to participate financially or through the Management Committee for a period of time longer than six (6) months after written notice from the Authority without entering into an agreement with the Authority to cure any financial default or to meet any other obligation required for its active participation in the Activity Agreement or under its SS-MOA, the Management Committee, voting as set forth in Section 6.4(c) shall determine whether or not such Activity Participant shall be deemed to have withdrawn from the Agreement or from participation pursuant to its SS-MOA and if it so determines, shall request that the Board of Directors approve the determination and deem that the Activity Participant has withdrawn from the Activity Agreement or from participation pursuant to its SS-MOA. Such vote shall not preclude reinstatement of the deemed withdrawn agency by agreement of the Activity Participants and the Authority.

7. APPROVAL BY AN ACTIVITY PARTICIPANT OR ACTIVITY PARTICIPANTS

7.1. When the terms of this Agreement or applicable law require the approval of an Activity Participant, written documentation of such approval, whether by Resolution, motion, or other form of authorization, must be provided to the Authority and to each of the other Activity Participants.

(a) For actions requiring the approval of only the particular Activity Participant, such as appointing a representative to the Management Committee, approval only by such Activity Participant is required.

(b) When approval of the Activity Participants is required for a particular action, the approval of a majority of the Activity Participants will constitute approval of the action.

7.2. Approval by the Activity Participant or the Activity Participants, as appropriate, shall be required for:

(a) Approval of a Management Committee-recommended budget;

(b) Establishing or modifying the Participation Percentage applicable to the Activity Participant.

(c) Amendment of this Agreement, including but not limited to, for purposes of adding a new Member or the replacement of this Agreement with an alternative form of agreement;

8. BUDGETARY RESPONSIBILITIES OF ACTIVITY PARTICIPANTS

Subject to Section 8.3 below, the Activity Participants, acting through their respective appointed Management Committee Members, are hereby authorized by the public agency appointing such Management Committee Members to cooperate with the Executive Director and/or the Assistant Executive Director of the Authority to provide and recommend approval of a budget for the activities authorized by this Activity Agreement, annually or more frequently as needed, for presentation to the Board of Directors of the Authority in accordance with Section 22 of the JPA and Section 4.4a of this Activity Agreement. All budgets and amendments thereof which result in a budget increase shall be subject to the approval of the Board of Directors as part of any mid-term budget adjustment.

8.1. Initial Budget. To initially fund the budget for this Activity Agreement, the Activity Participants agree to contribute a total of $51,447.82 in equal shares for Activity Expenses incurred prior to March 1, 2017.

8.2. Budget to Actual Adjustments. The Authority shall true up budgeted amounts collected from the Activity Participants to actual expenditures annually following the end of each fiscal year. Any over-payments between budgeted and actual expenditures, taking into account any year-end carryover reserve established by the Management Committee, shall be credited or refunded to each Activity Participant in equal shares for the period through February 28, 2017, and for each year thereafter, based upon its Participation Percentage. Each Activity Participant shall be billed for any under-payment following the true-up, with payment due thirty (30) days after the invoice is received.

8.3. Budget Authority of Management Committee Members. The Management Committee Members are authorized to recommend budgets for approval by the Activity Participants, which approval shall be contingent upon the Activity Participant meeting statutory or constitutional requirements applicable to the that Activity Participant; such approved budgets shall be submitted to the Board of Directors consistent with Section 4.4(a) of this Agreement.

9. ACCOUNTABILITY, REPORTS AND AUDITS

9.1. Full books and accounts for this Activity Agreement shall be maintained in by the 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 shall be open to inspection by the Activity Participants at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

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

10. AUTHORIZATION TO ALLOCATE OPERATING COSTS

Each Activity Agreement Member has entered into an Administration Agreement which authorizes an agreement by and among the Authority and any of its Members to provide for undertaking and sharing costs and benefits of any authorized activity of the Authority. The Authority and the Activity Participants agree that all Activity Agreement Expenses incurred by the Authority under this Agreement are the costs of the Activity Participants, and not of the Authority, and shall be paid by the Activity Participants; provided, however, that this Section shall not preclude the Activity Agreement Members from accepting voluntary contributions from other members of the Authority or other interested parties, and applying such contributions to the purposes hereof. Each SS-MOA Participant shall agree to pay its allocated share of Activity Agreement Expenses and Authority Operating Costs assigned to this Activity Agreement pursuant to the SS-MOA signed by such SS-MOA Participant.

11. PARTICIPATION PERCENTAGES

The approach to establishing Participation Percentages shall be determined by the Activity Participants prior to March 1, 2017 and is attached to this Agreement as Exhibit "C."

11.1. Changing Participation Percentages. The Participation Percentages may be evaluated by the Management Committee from time to time, in order to consider new information

concerning the relative contribution or responsibility of each Activity Participant towards achieving the sustainability goal established in the GSP, with a vote to recommend revisions as provided in Section 6.4(b)(4). Any such Steering Committee-recommended revisions shall be presented to the Activity Participants for approval as provided in Section 7.2(b).

11.2. Ongoing Documentation of Participation Percentages. The Participation Percentages of each Activity Participant shall be dated and attached as EXHIBIT "C" to this Agreement, effective upon the date approved by all Parties, without any further amendment of this Agreement being required. Any further amendments to EXHIBIT "C" may be made using the procedure included in this Section 11 without any further separate amendment of this Agreement being required.

11.3. Invoicing and Payment. The Authority shall bill the Activity Participants for all Activity Agreement Expenses and Special Project Expenses in their respective Participation Percentages on the same schedule as it utilizes for collecting membership dues to implement the Authority budget for each March 1 through February 28/29 fiscal year, generally twice yearly in mid-March and August of such year. Payments are due 30 days following receipt of the Authority's invoice.

12. SOURCE OF PAYMENTS

Each Activity Participant agrees that it will timely take actions necessary to provide sufficient money to meet its obligations hereunder. Each Activity Participant hereby confirms that the Authority and other Activity Participants are third party beneficiaries of such Activity Participant's obligations under this Agreement and may take such actions in law or in equity as may be desirable to enforce payments hereunder. The Management Committee may also seek funding from other alternative sources, including but not limited to state and federal grants or loans, and unless specifically allocated by the unanimous vote of the Management Committee, for example, to fund a project within the boundaries of a particular Member, all funding contributions obtained from alternative sources shall be allocated to each Activity Participant according to its Participation Percentages.

13. TERM

This Activity Agreement shall take effect on the Effective Date first above identified. This

Activity Agreement shall remain in full force and effect until this Activity Agreement is amended, rescinded or terminated by the Authority and the Activity Agreement Members, with approval from the SS-MOA Participants.

14. WITHDRAWAL FROM FURTHER PARTICIPATION

14.1. Subject to Section 14.3 of this Activity Agreement, any Activity Agreement Member may voluntarily withdraw from this Activity Agreement upon thirty (30) days' written notice of such withdrawal to the Authority and each of the other Activity Participants.

14.2. In the event the Management Committee determines and the Board of Directors approves the determination that any Activity Participant is deemed to have withdrawn pursuant to Sections 6.6(b) of this Activity Agreement, such withdrawing Activity Participant shall pay for all such Activity Participant's financial obligations incurred prior to the deemed withdrawal date pursuant to the terms of this Activity Agreement.

14.3. In the event of either a voluntary withdrawal or deemed withdrawal by an Activity Participant, as of the withdrawal date, all rights of participation in this Activity Agreement shall cease for the withdrawing Activity Participant, and the withdrawing Activity Participant shall within thirty (30) days, pay all such Activity Participant's financial obligations incurred prior to such withdrawal date pursuant to the terms of this Activity Agreement.

14.4. Upon withdrawal, an Activity Participant shall be entitled to use any data or other information developed under this Activity Agreement during its time as an Activity Participant. Further, should an Activity Participant withdraw from the Activity Agreement after completion of the GSP, it shall be entitled to utilize the GSP for future implementation of SGMA within its boundaries.

15. INITIAL MEMBERSHIP/ADMISSION OF NEW MEMBERS

Members of the Authority may become Members of this Activity Agreement through February 28, 2017. After February 28, 2017, admission of new Members shall require amendment of this Activity Agreement and approval by the Board of Directors and the Activity Agreement Members. Admission of an SS-MOA Participant at any time shall be through execution of an SS-MOA and action by the Board of Directors. Admission of additional SS-MOA Participants after February 28, 2017, shall also require the recommendation of the Management Committee.

The admission of the new Activity Participant shall be documented by that new Member signing this Activity Agreement or that new SS-MOA Participant entering into an SS-MOA with the Authority, subject to this Activity Agreement.

16. SPECIAL PROJECTS

16.1. Fewer than all of the Activity Participants may enter into a Special Project Agreement to achieve any of the purposes or activities authorized by this Activity Agreement, and to share in the expenses and costs of such activity. Special Project Agreements must be in writing and may be documented by completion and execution of a form agreement developed for such purpose.

16.2. Activity Participants that sign Special Project Agreements agree that all Special Project Expenses incurred by the Authority under this Activity Agreement for each such Special Project are the costs of the Special Project Participants, respectively, and not of the Authority or of the Activity Participants not participating in the Special Project, and the Special Project Expenses shall be paid by the respective Special Project Participants.

16.3. Special Project Participants shall hold the Authority and each Activity Participant that is not a member of the Special Project Agreement free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from the Special Project Agreement. The indemnification obligation of Special Project Participants arising from the Special Project Agreement shall be the same as specified in Section 18.2 for Activity Participants in general, except that it shall be limited to those costs, losses, damages, claims and liabilities arising from the Special Project Agreement.

17. DISPUTE RESOLUTION

Should any controversy arise concerning this Activity Agreement or the rights and duties of the Authority or any Activity Participant under this Agreement or SS-MOA, the parties to the dispute shall submit the matter to a person appointed by the Management Committee to mediate the dispute. The appointed mediator shall be a person who is not an employee or agent of the Authority or any Activity Participant and who has knowledge of and experience in the management of groundwater resources. The appointed mediator shall render a final decision on the matter in dispute and will be compensated by those engaged in the dispute. This provision

shall be a condition precedent to but shall not otherwise replace the rights of the parties to seek arbitration under the procedures set forth in the California Code of Civil Procedure or judicial resolution of their disputes.

18. INDEMNIFICATION

18.1. Indemnification of Authority and Non-Members.

(a) The Activity Participants shall hold the Authority and each of the Authority's members who is not an Activity Participant, free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from actions or inactions taken under this Activity Agreement and the SS-MOAs. This indemnification obligation includes the obligation of the Activity Participants to defend the Authority, and all members of the Authority that are not participants in this Activity Agreement, at the sole expense of the Activity Participants, in any action or proceeding brought against the Authority or any of its members not participating in this Activity Agreement, to recover any such costs, losses, damages, claims or liabilities arising from this Activity Agreement, as well as the obligation to pay for any and all costs of litigation incurred by the Authority as a result of entering into this Activity Agreement. Such costs may include, but are not limited to, attorneys' fees and costs incurred by the Authority pursuant to approved budgets to defend its provision of services under this Activity Agreement.

(b) The costs of defense and indemnification shall be shared among the Activity Participants in the same percentage as each such Activity Participant's Participation Percentage under the then-current schedule.

(c) The duty to defend and indemnify the Authority or any members of the Authority that are not participants in this Activity Agreement shall not apply to any costs, losses, damages, claims or liabilities arising from the sole negligence, active negligence, or willful misconduct of the Authority or of any members of the Authority not participating in this Activity Agreement.

18.2. Indemnification of Authority and Activity Participants.

(a) Any Activity Participant that withdraws or is deemed to have withdrawn from the Activity Agreement or SS-MOA agrees that it shall indemnify the Authority and all other Activity Participants from costs, losses, damages, claims or liabilities incurred as of the date of its

withdrawal or arising from its withdrawal or deemed withdrawal from the Activity Agreement or SS-MOA, respectively, without increasing the indemnification obligations of other Activity Participants.

(b) Any Activity Participant that fails to perform its financial obligations according to its Participation Percentage under the Activity Agreement or its respective SS-MOA agrees that it shall indemnify the Authority and all other Activity Participants from costs, losses, damages, claims or liabilities arising from its failure to perform such financial obligations.

19. MISCELLANEOUS

19.1. Amendments. This Activity Agreement may be amended in writing by the Authority and the Activity Agreement Members, with approval from the SS-MOA Participants.

19.2. Assignment; Binding on Successors. Except as otherwise provided in this Activity Agreement, the rights and duties of an Activity Participant may not be assigned or delegated without the written consent of the Authority and other Activity Participants. 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 Authority then in effect. This Activity Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the Activity Participants.

19.3. Counterparts. This Activity Agreement may be executed by the 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.

19.4. Governing Law. This Activity Agreement shall be governed by the laws of the State of California.

19.5. 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 Authority that the remainder of the Activity Agreement shall not be affected thereby.

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

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

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: Frances C Mizuno
Name: Frances C. Mizuno
Title: Assistant Executive Director
Date: March 28, 2017

ACTIVITY AGREEMENT MEMBERS

Agency Name: **DEL PUERTO WATER DISTRICT**

By: _____
Name: _____
Title: _____
Date: _____

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

IN WITNESS WHEREOF, the Members and the 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: **DEL PUERTO WATER DISTRICT**

By: Anthea G. Hansen

Name: Anthea G. Hansen

Title: General Manager

Date: 3/22/17

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBER

Agency Name: PATTERSON IRRIGATION DISTRICT

By: _____

Name: MARC VANDEN

Title: GENERAL MANAGER

Date: 3-16-2017

Agency Name: **PATTERSON IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **WEST STANISLAUS IRRIGATION DISTRICT**

By: Robert Pierce

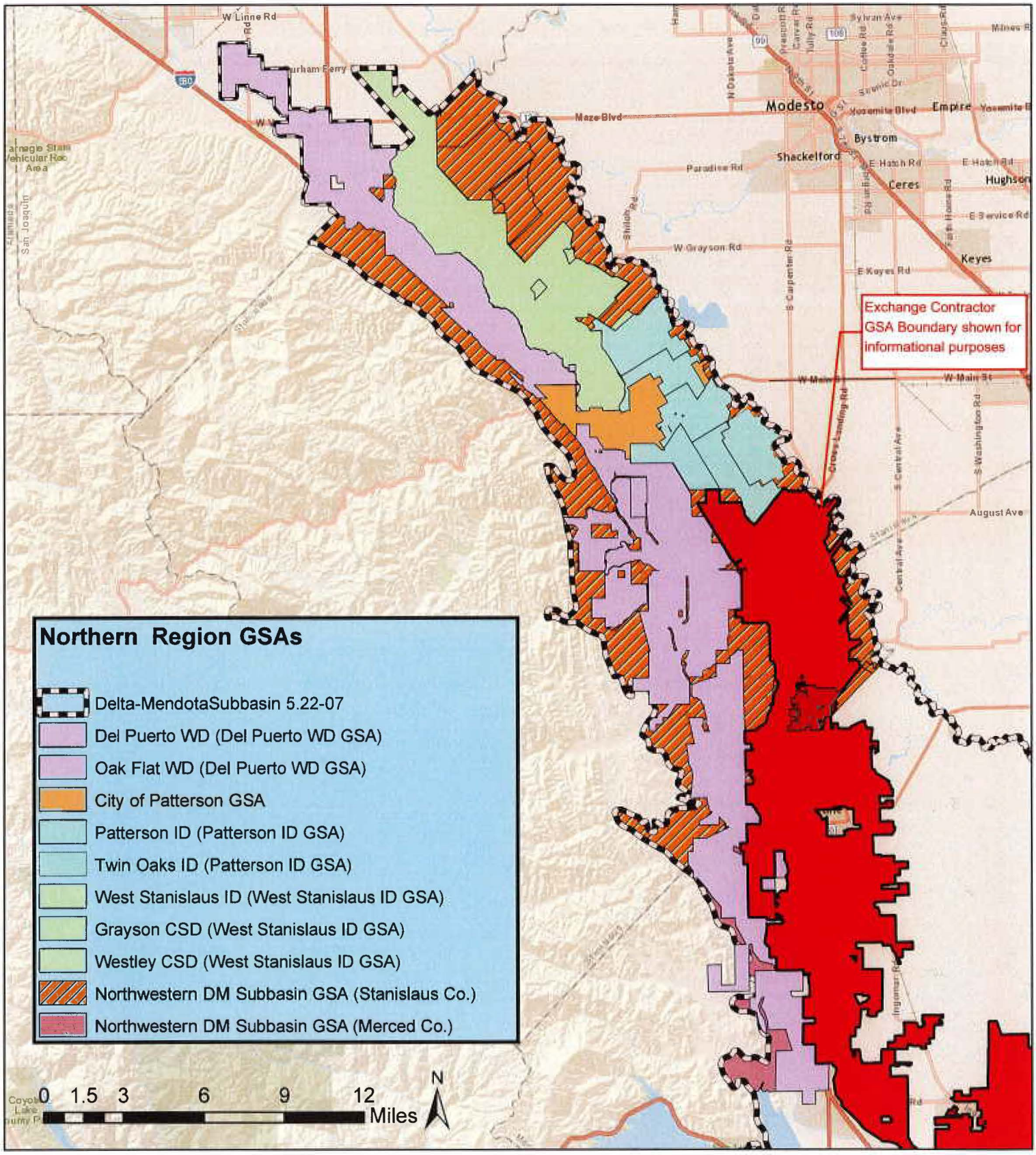
Name: Robert Pierce

Title: General Manager

Date: 2/24/17

EXHIBIT "A"

MAP OF NORTHERN DM REGION BOUNDARIES



Northern Delta-Mendota Region

Document Path: C:\Users\Agarcia\Documents\ArcGIS\Packages\Northern Delta Mendota Subbasin GSA Group_56EC617C-3369-4D4C-BC9F-6C7F3CB9FB57\v101\Northern Delta Mendota Subbasin GSA Group.mxd

EXHIBIT "B"

FORM OF SS-MOA

MEMORANDUM OF AGREEMENT FOR
NORTHERN DELTA-MENDOTA REGION
SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES

This **MEMORANDUM OF AGREEMENT FOR NORTHERN DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES** ("SS-MOA"), is made effective as of _____, 2017 (the "Effective Date"), by and between the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California ("Authority"), and _____, a _____ ("SS-MOA Participant"). Unless expressly and differently defined in this MOA, capitalized terms used in this MOA shall have the meanings set forth in Section 2 of Appendix 1 to this MOA, a copy of which is attached hereto and by this reference incorporated herein.

1. RECITALS

A. The Authority and certain of its member agencies have entered into that certain Northern Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement (the "Activity Agreement") to efficiently and cost-effectively obtain services from the Authority to assist the Activity Agreement Members acting through individual or multi-agency groundwater sustainability agencies ("GSA" or "GSAs") that are independent and separate from the Authority in complying with the Sustainable Groundwater Management Act (the "Act"). Appendix 1 incorporated into this MOA is a copy of the Activity Agreement.

B. The SS-MOA Participant is not a member of the Authority but is a county, local agency or mutual water company with jurisdictional boundaries including lands that are subject to the Act and that are located in a portion of the Delta-Mendota Subbasin number 5-22.07 of the San Joaquin Valley Groundwater Basin identified in the California Department of Water Resources ("DWR") Bulletin 118 (the "DM Subbasin"), said portion being designated as the Northern Delta-Mendota Region ("Northern DM Region") as its boundaries may be modified from time to time.

C. The SS-MOA Participant is empowered by statute to exercise powers under the Act and is or will become either its own groundwater sustainability agency or part of a multi-agency groundwater sustainability agency within the boundaries of the Northern DM

Region that is independent and separate from the Authority.

D. The SS-MOA Participant has the power to enter into agreements with other public agencies or private entities, including for purposes of assuring that lands within its boundaries are within the coverage of a groundwater sustainability plan as required by the Act.

E. The Activity Agreement contemplates that the "Activity Participants" under the Activity Agreement shall be comprised of the Activity Agreement Members, this SS-MOA Participant and all other local agencies participating through separate Memoranda of Agreements that contain substantially the same terms as contained in this Memorandum of Agreement.

F. The objective of the SS-MOA Participant under this Memorandum of Agreement is to obtain coordinated access to the administrative and technical resources and services available through the Authority and to provide the mechanisms to share the benefits and expenses of obtaining such resources and services to assist in (1) if requested, the formation of a multi-agency groundwater sustainability agency in the Northern DM Region of the Delta-Mendota Subbasin that is separate and independent from the Authority; and (2) the planning, preparation and potential assistance with implementation of a groundwater sustainability plan for the Northern DM Region; and (3) for coordination with other such plans within the Delta-Mendota Subbasin or other subbasins as may be required by the Act.

G. The SS-MOA Participant expressly intends that neither the Authority nor the Activity Agreement Members or other local agencies participating through their separate Memoranda of Agreement acting through the Activity Agreement Management Committee (as defined in the Activity Agreement) will have the authority to limit or interfere with the respective participants' rights and authorities over their own internal matters, including but not limited to, an Activity Participant's surface water supplies, groundwater supplies, facilities, operations and water management, subject to terms of the 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 Authority and the SS-MOA Participant agree as follows:

Section 1. The SS-MOA Participant hereby agrees to be bound by and to perform the

obligations of SS-MOA Participants established under the Activity Agreement, and the Authority agrees that the SS-MOA Participant so agreeing and performing shall have the rights and be entitled to share in the benefits of the activities under the SGMA Services Activity Agreement on the terms and conditions described in the Activity Agreement, Appendix 1 incorporated by reference into this MOA.

Section 2. The Authority and the SS-MOA Participant acknowledge and agree that although the SS-MOA Participant is not a signatory to the Activity Agreement for the Northern DM Region, the SS-MOA Participant shall be, in all respects, entitled to representation and to vote as part of the Management Committee as described in Section 6 of the Activity Agreement.

Section 3. Miscellaneous Provisions.

3.1. Amendments. This SS-MOA may be amended in writing and signed by both the Authority and the SS-MOA Participant.

3.2. Assignment; Binding on Successors. Except as otherwise provided in this SS-MOA, the rights and duties of the SS-MOA Participant may not be assigned or delegated without the written consent of the Authority. Any attempt to assign or delegate such rights or duties in contravention of this SS-MOA 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 Authority then in effect. This SS-MOA shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the SS-MOA Participant.

3.3. Counterparts. This SS-MOA may be executed by the Authority and the SS-MOA Participant 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.

3.4. Governing Law. This SS-MOA shall be governed by the laws of the State of California.

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

3.6. Headings. The titles of sections of this SS-MOA are for convenience only and no presumption or implication of the intent of the SS-MOA Participant and the Authority as

to the construction of this SS-MOA shall be drawn therefrom.

IN WITNESS WHEREOF, the Authority and the SS-MOA Participant have executed this Memorandum of Agreement as of the date first above written.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

SS-MOA PARTICIPANT

_____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "C"

ACTIVITY PARTICIPANTS' PARTICIPATION PERCENTAGES

Agency Name/GSA Coverage	Participation Status	Participation Percentage
Del Puerto Water District **(GSA)**		**30%**
Del Puerto Water District	Member	92% GSA Allocation*
Oak Flat Water District	SS-MOA Participant	8% GSA Allocation*
City of Patterson **(GSA)**	SS-MOA Participant	**10%**
Patterson Irrigation District **(GSA)**	Member	**14%**
Twin Oaks Irrigation District		
West Stanislaus Irrigation District **(GSA)**	Member	**16%**
City of Grayson		
Westley CSD		
Northwestern Delta-Mendota **(GSA)**		**30%**
Merced County	SS-MOA Participant	5% GSA Allocation*
Stanislaus County	SS-MOA Participant	95% GSA Allocation*
Crows Landing Community Services District		
Blewett Mutual Water Company		
El Solyo Water District		
Eastin Water District		
White Lakes Mutual Water Company		
Stevinson Water District		
California Department of Fish and Wildlife (China Island)		

Dated Effective as of: March 1, 2017

*- Percent GSA Allocation derived per total amount of acreage within the individual GSA

FIRST AMENDMENT TO

NORTHERN DELTA-MENDOTA REGION

SUSTAINABLE GROUNDWATER MANAGEMENT ACT

SERVICES ACTIVITY AGREEMENT

AND CONSENT OF SS-MOA PARTICIPANTS

1. RECITALS

A. The San Luis & Delta-Mendota Water Authority ("Authority") and Del Puerto Water District, Patterson Irrigation District; and West Stanislaus Irrigation District, its members who have executed that certain Northern Delta-Mendota Region Sustainable Groundwater Management Act ("SGMA") Services Activity Agreement (the "Activity Agreement Members" and "Activity Agreement) desire to provide an updated schedule for initial participation in the Activity Agreement, because not all contemplated initial Activity Agreement Members were able to act by the February 28, 2017 deadline for participation as initial members.

B. The Activity Agreement also contemplated participation through Memoranda of Agreement by an initial group of SS-MOA Participants, including Oak Flat Water District; City of Patterson; Merced County; and Stanislaus County, some or all of whom have executed the Memoranda of Agreement but were not able to act by the February 28, 2017 deadline for participation by initial members.

C. The Authority and Agreement Members desire to amend the Agreement so that Activity Agreement Members and SS-MOA Participants who have approved and executed their respective forms of Agreement prior to April 30, 2017, are treated as initial Activity Agreement Participants and not as parties who may be admitted to participation only through Amendment of the Activity Agreement or special recommendation of the Management Committee and additional approval by the Board of Directors.

B. Section 19.1 of the Activity Agreement authorizes an amendment in writing by the Authority and the Activity Agreement Members, with approval of the SS-MOA Participants.

2. AGREEMENT

NOW, THEREFORE, in consideration of the true and correct facts recited above, the Activity Agreement Members and the Authority agree as follows:

A. In Section 4.4(b) of the Activity Agreement, the date "February 28, 2017" is hereby replaced with the date "April 30, 2017."

B. In Section 15 of the Activity Agreement, the date "February 28, 2017" is hereby replaced each time it occurs with the date "April 30, 2017," for a total of 3 replacements.

C. This First Amendment is intended to modify the Activity Agreement "ab initio" such that any Activity Agreement Participant who has executed its respective form of Activity Agreement or Memorandum of Agreement prior to April 30, 2017, has timely acted such that no separate Amendment or procedure for recommendation and approval is required.

D. The terms of the Activity Agreement as modified by this First Amendment remain in full force and effect.

E. This Amendment shall become effective upon its execution by an authorized representative of the Water Authority and a majority of the Activity Agreement Members with the consent of the SS-MOA Participants, which consent may be accomplished by execution of the form attached hereto as Exhibit "A".

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: Frances C Mizuno

Name: Frances C. Mizuno

Title: Assistant Executive Director

Date: 5/2/17

ACTIVITY AGREEMENT MEMBERS

Agency Name: **DEL PUERTO WATER DISTRICT**

By: Anthea G Hansen

Name: Anthea G Hansen

Title: General Manager

Date: 4/26/17

Agency Name: **PATTERSON IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **WEST STANISLAUS IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: **DEL PUERTO WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PATTERSON IRRIGATION DISTRICT**

By: _____

Name: MARC N. VANDEN

Title: GENERAL MANAGER

Date: 4-20-17

Agency Name: **WEST STANISLAUS IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: **DEL PUERTO WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PATTERSON IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **WEST STANISLAUS IRRIGATION DISTRICT**

By: Robert Pierce

Name: Robert Pierce

Title: General Manage

Date: April 21, 2017

EXHIBIT "A"

SS-MOA PARTICIPANT CONSENT TO FIRST AMENDMENT TO THE NORTHERN DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES ACTIVITY AGREEMENT

The undersigned duly authorized representative of the SS-MOA Participant that has entered into a Memorandum of Agreement for Northern Delta-Mendota Region Sustainable Groundwater Management Act Services with the San Luis & Delta-Mendota Water Authority hereby consents on behalf of such SS-MOA Participant to the First Amendment to the Northern Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement.

SS-MOA PARTICIPANT

City of Patterson

By: _____

Name: Ken Irwin

Title: City Manager

Date: 4/20/17

EXHIBIT "A"

SS-MOA PARTICIPANT CONSENT TO FIRST AMENDMENT TO THE NORTHERN DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES ACTIVITY AGREEMENT

The undersigned duly authorized representative of the SS-MOA Participant that has entered into a Memorandum of Agreement for Northern Delta-Mendota Region Sustainable Groundwater Management Act Services with the San Luis & Delta-Mendota Water Authority hereby consents on behalf of such SS-MOA Participant to the First Amendment to the Northern Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement.

SS-MOA PARTICIPANT

Oak Flat Water District

By: Anthea G. Hansen

Name: Anthea G. Hansen

Title: General Manager

Date: 4/26/17

EXHIBIT "A"

SS-MOA PARTICIPANT CONSENT TO FIRST AMENDMENT TO THE NORTHERN DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES ACTIVITY AGREEMENT

The undersigned duly authorized representative of the SS-MOA Participant that has entered into a Memorandum of Agreement for Northern Delta-Mendota Region Sustainable Groundwater Management Act Services with the San Luis & Delta-Mendota Water Authority hereby consents on behalf of such SS-MOA Participant to the First Amendment to the Northern Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement.

SS-MOA PARTICIPANT

Stanislaus County

By: _____

Name: Stan Risen

Title: Chief Executive Officer

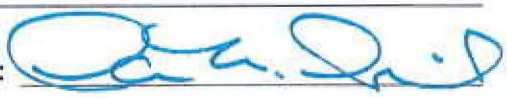
Date: 4/24/17

EXHIBIT "A"

SS-MOA PARTICIPANT CONSENT TO FIRST AMENDMENT TO THE NORTHERN DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES ACTIVITY AGREEMENT

The undersigned duly authorized representative of the SS-MOA Participant that has entered into a Memorandum of Agreement for Northern Delta-Mendota Region Sustainable Groundwater Management Act Services with the San Luis & Delta-Mendota Water Authority hereby consents on behalf of such SS-MOA Participant to the First Amendment to the Northern Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement.

SS-MOA PARTICIPANT

By: 

Name: Daron McDaniel

Title: Chairman, Merced County Board of Supervisors

Date: April 28, 2017

SECOND AMENDMENT TO NORTHERN DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES ACTIVITY AGREEMENT AND CONSENT OF SS-MOA PARTICIPANTS

1. RECITALS

A. The San Luis & Delta-Mendota Water Authority ("Authority") and its members Del Puerto Water District, Patterson Irrigation District, and West Stanislaus Irrigation District, have executed that certain Northern Delta-Mendota Region Sustainable Groundwater Management Act ("SGMA") Services Activity Agreement (the "Activity Agreement Members" and "Activity Agreement"), made effective as of February 24, 2017, and that certain First Amendment, made effective as of April 30, 2017 (the "First Amendment").

B. Oak Flat Water District, the City of Patterson, the County of Merced and the County of Stanislaus, non-members of the Authority, have executed Memoranda of Agreement to participate in the Activity Agreement as SS-MOA Participants.

C. Section 3 of the Activity Agreement identifies a purpose of the Activity Agreement as to provide the contractual basis for the Activity Agreement Members to utilize the resources of the Authority to assist with "coordination with other such plans within the Delta-Mendota Subbasin and adjoining subbasins as required by SGMA."

D. Section 4.2 of the Activity Agreement lists an authorized activity of the Authority under the Activity Agreement as "[t]o provide services to facilitate coordination among the GSAs in other portions of the DM Subbasin, and GSAs in other subbasins to assist in the development or implementation of intra-basin or inter-basin Coordination Agreements required by SGMA."

E. Section 5.1 of the Activity Agreement authorizes the Activity Agreement Members "[t]o cooperate, act in conjunction with, and contract with the United States, the State of California, or any agency thereof, Stanislaus and Merced Counties, and other Members, SS-MOA Participants, and GSAs, or any of them, in the full exercise of the powers of the Activity Participants for purposes of assisting in meeting the procedural requirements for forming a GSA, if so requested, and preparation, adoption and implementation of the Northern DM Region GSP and any Coordination Agreements required by SGMA."

F. Representatives selected by the Activity Agreement Members and the SS-MOA Participants comprise the Activity Agreement Management Committee.

G. The Activity Agreement Members and the SS-MOA Participants collectively comprise five GSAs: (1) Patterson Irrigation District GSA, (2) West Stanislaus ID GSA-1, (3) DM-II GSA, (4) City of Patterson GSA, and (5) Northwestern Delta-Mendota GSA, which if comprised of more than one agency, have entered into memoranda of understanding to establish their respective GSA's. Separately, these five GSAs (the "Northern Delta-Mendota Region GSAs") are proposed parties to that certain Coordination Agreement for GSAs within the Delta-Mendota Subbasin established to meet the coordination obligations of SGMA.

H. The Coordination Agreement provides mechanisms for coordination among six (6) GSP Groups; the Northern Delta-Mendota Region GSAs are being combined into a single GSP Group with GSAs in the Central Delta-Mendota Region (the "Northern/Central DM GSP Group").

I. The Coordination Agreement provides for a Coordination Committee.

J. The Coordination Agreement authorizes two (2) Coordination Committee Members ("GSP Group Representatives") and two (2) Coordination Committee Alternate Members ("Alternates") from the Northern/Central Delta-Mendota Region GSAs to represent the Northern/Central DM GSP Group, which are intended to be selected so that one (1) GSP Group Representative and (1) Alternate represent the Northern DM Region GSAs and (1) GSP Group Representative and (1) Alternate represent the Central DM Region GSAs; the GSP Group Representative and Alternate from the Northern DM GSAs being those individuals designated in Exhibit "A" to this Second Amendment.

K. The Coordination Agreement requires each party to the Coordination Agreement to document: (1) its arrangements for how its GSP Group Representative and Alternate are selected and how required actions of the GSA within its respective GSP Group are identified and implemented; (2) the authorization of such GSP Group Representative(s) and Alternate(s); and (3) the mechanism for sharing Coordination Agreement Expenses ("Coordinated Plan Expenses") among the parties in the GSP Group.

L. The Activity Agreement Members desire through this Second Amendment to amend the Activity Agreement by attaching agreed-upon procedures to accomplish the purposes set forth in Recital I above.

M. The Activity Agreement authorizes Amendments, in Section 19.1, Amendments, which provides: "This Agreement may be amended in writing by the Authority and the Activity Agreement Members, with approval from the SS-MOA Participants."

2. AGREEMENT

NOW, THEREFORE, in consideration of the true and correct facts recited above, the Activity Agreement Members and the Authority agree as follows:

A. The Activity Agreement Members hereby adopt those processes and procedures as set forth on "Exhibit A" to this Second Amendment, which is attached hereto and by reference incorporated herein.

B. The terms of the Activity Agreement as modified by the First Amendment and this Second Amendment remain in full force and effect.

C. This Second Amendment shall become effective once it has been executed by an authorized representative of the Water Authority and a majority of the Activity Agreement Members with the consent of the SS-MOA Participants, which consent may be accomplished by execution of the form attached hereto as Exhibit "B."

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: Frances C Mizuno

Name: FRANCES MIZUNO

Title: Interim Executive Director

Date: October 10, 2018

ACTIVITY AGREEMENT MEMBERS

Agency Name: **DEL PUERTO WATER DISTRICT**

By Anthea G. Hansen

Name: Anthea G. Hansen

Title: General Manager

Date: 8-10-18

Agency Name: **PATTERSON IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **WEST STANISLAUS IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: **DEL PUERTO WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PATTERSON IRRIGATION DISTRICT**

By: _____

Name: Vince Lucchesi

Title: General Manager

Date: 2018-08-31

Agency Name: **WEST STANISLAUS IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: **DEL PUERTO WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PATTERSON IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **WEST STANISLAUS IRRIGATION DISTRICT**

By: Robert Pierce

Name: Robert Pierce

Title: General Manager

Date: 8/15/2018

EXHIBIT "A"

PROCESSES AND PROCEDURES FOR PARTICIPATION IN DELTA-MENDOTA SUBBASIN COORDINATION AGREEMENT

NORTHERN/CENTRAL DM REGION GSP GROUP

1. The Northern Delta-Mendota Management Committee is authorized to appoint the Northern Delta-Mendota Region's Coordination Committee Member ("GSP Group Representative") and Coordination Committee Alternate Member ("Alternate") to the Coordination Committee established under the Delta-Mendota Subbasin Coordination Agreement, upon a unanimous vote of the Management Committee and is further authorized to fill vacancies that may develop in such positions from time to time.

2. The GSP Group Representative and Alternate will each serve two-year terms, with the opportunity to serve consecutive terms if so authorized by the Management Committee.

3. The Northern Delta-Mendota Management Committee is authorized to determine, subject to the terms of the Northern Delta-Mendota Region Activity Agreement, how required actions of the Northern Delta-Mendota Region GSAs within its respective GSP Group are identified and implemented and to provide direction based on that determination to the Northern Delta-Mendota GSP Group Representative and Alternate for a vote consistent with the direction. The vote required for Management Committee approval of any determination or direction authorized by this paragraph shall be the affirmative vote of 75% of the Management Committee Members and Voting Alternates who are present at the Management Committee Meeting; no vote may be taken unless at least a quorum of Members and Voting Alternates is present.

4. GSP Group Representatives and Alternates representing the Northern Delta-Mendota Region are hereby authorized to bind the Northern Delta-Mendota Region GSAs, e.g. in approving annual work plans and estimated expenses and Technical Memoranda, to the extent established in the Coordination Agreement following consultation with the Northern Delta-Mendota Management Committee and any required votes of the Activity Agreement Members and/or SS-MOA Participants.

5. The Northern Delta-Mendota Management Committee agrees to the designation of Vince Lucchesi as the initial Northern/Central DM Region GSP Group Representative and Walter Ward as the initial Alternate.

6. The GSP Group Representative and/or Alternate will report all Coordination Committee decision points (both upcoming and completed) to the Management Committee in a timely fashion.

7. The Activity Agreement Members and SS-MOA Participants in the Northern Delta-Mendota Region together agree to pay 50% of Coordinated Plan Expenses assigned to the Northern/Central GSP Group under the Coordination Agreement and further agree that with respect to Activity Agreement Members to the Northern Delta-Mendota Region Activity Agreement and SS-MOA Participants, such Coordinated Plan Expenses shall be shared as follows:

Agency Name	Participation Status	Equal Percentage Share*	Acreage Percentage Share
DM-II (GSA)	--	20%	35.61%
Del Puerto Water District	Activity Agreement Member	--	
Oak Flat Water District	SS-MOA Participant	--	
City of Patterson (GSA)	SS-MOA Participant	20%	3.83%
Patterson Irrigation District (GSA) [Twin Oaks Irrigation District]	Activity Agreement Member	20%	9.80%
West Stanislaus Irrigation District [City of Grayson, Westley CSD]	Activity Agreement Member	20%	13.44%
Northwestern Delta-Mendota (GSA)	--	20%	37.32%
County of Merced	SS-MOA Participant	--	
County of Stanislaus (Crows Landing Community Services District, Blewett Mutual Water Company, El Solyo Water District, Eastin Water District, White Lakes Mutual Water Company, Stevinson Water District, California Department of Fish and Wildlife (China Island))	SS-MOA Participant	--	

	TOTAL	100%	100%

*- Participation Percentage for each GSA is based on the following approach: Annual Authority Administrative and legal costs are shared equally among all Activity Participants; annual costs for "Other Professional Services" are shared as a percentage calculated by dividing the Activity Participant's service area acreage by the total service area acreage of all Activity Participants.

8. If an Activity Agreement Member or SS-MOA Participant fails to pay its share of Coordinated Plan Expenses, the remaining Activity Agreement Members and SS-MOA Participants agree to pay adjusted Coordinated Plan Expenses. Any adjustments will be made proportionally to each percentage identified in the table above, and documented in a dated Attachment to this Exhibit; provided, that the agencies in the Northern DM GSP Group may decide upon a different adjustment among themselves documented in a dated attachment to this Exhibit.

Dated Effective as of: October 10 **, 2018**

EXHIBIT "B"

SS-MOA PARTICIPANT CONSENT TO SECOND AMENDMENT TO THE NORTHERN DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES ACTIVITY AGREEMENT

The undersigned duly authorized representatives of the SS-MOA Participants that have entered into a Memorandum of Agreement for Northern Delta-Mendota Region Sustainable Groundwater Management Act Services with the San Luis & Delta-Mendota Water Authority hereby consent on behalf of such SS-MOA Participants to the Second Amendment to the Northern Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement.

SS-MOA PARTICIPANTS

Agency Name: **CITY OF PATTERSON**

By: _____

Name: Ken Irwin

Title: City Manager

Date: 8/19/18

Agency Name: **OAK FLAT WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "B"

SS-MOA PARTICIPANT CONSENT TO SECOND AMENDMENT TO THE NORTHERN DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES ACTIVITY AGREEMENT

The undersigned duly authorized representatives of the SS-MOA Participants that have entered into a Memorandum of Agreement for Northern Delta-Mendota Region Sustainable Groundwater Management Act Services with the San Luis & Delta-Mendota Water Authority hereby consent on behalf of such SS-MOA Participants to the Second Amendment to the Northern Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement.

SS-MOA PARTICIPANTS

Agency Name: **CITY OF PATTERSON**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **OAK FLAT WATER DISTRICT**

By: Anthea G. Hansen

Name: Anthea G. Hansen

Title: General Manager

Date: 8-10-18

Agency Name: **COUNTY OF STANISLAUS**

By: _____

Name: Jim DeMartini

Title: Chair of the Board of Supervisors
County of Stanislaus, California

Date: October 9, 2018

APPROVED AS TO FORM
John P. Doering
County Counsel
Stanislaus County, California

BY: _____
County Counsel

DATE: 10/3/18

Agency Name: **COUNTY OF MERCED**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **COUNTY OF STANISLAUS**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **COUNTY OF MERCED**

By: _____

Name: Jerald R. O'Banion

Title: Chairman

Date: OCT 16 2018

APPROVED AS TO LEGAL FORM

JAMES N. FINCHER
MERCED COUNTY COUNSEL

BY: _____
Jeffrey B. Grant

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

RESOLUTION NO. 2026-___

RESOLUTION AUTHORIZING TERMINATION OF CENTRAL DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES ACTIVITY AGREEMENT

WHEREAS, in August 2014, the State of California passed legislation creating the Sustainable Groundwater Management Act of 2014 ("SGMA"), through which the Legislature intended "to provide local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater" (Wat. Code, § 10720(d)); and

WHEREAS, in response, certain members of the San Luis & Delta-Mendota Water Authority ("Water Authority") proposed to organize themselves, together with other agencies within their region, under an activity agreement for the groundwater sustainability agencies ("GSAs") in the Central Delta-Mendota Region of the Delta-Mendota Subbasin, to obtain coordinated access to administrative and technical resources and services available through the Water Authority and to provide the mechanism to share the benefits and expenses of obtaining such resources and services for the region; and

WHEREAS, on January 12, 2017, the Water Authority Board of Directors ("Board") adopted Resolution 2017-413, which authorized execution of a Central Delta-Mendota Region SGMA Services Activity Agreement ("Central DM Activity Agreement") and Central DM Region SGMA Services Memorandum of Agreement ("Central SS-MOA"); and

WHEREAS, the Central DM Activity Agreement was made effective February 15, 2017, and included Activity Agreement Members Eagle Field Water District, Fresno Slough Water District, Mercy Springs Water District, Oro Loma Water District, Pacheco Water District, Panoche Water District, San Luis Water District, Tranquillity Irrigation District, and Central SS-MOA Participants ("SS-MOA Participants") Santa Nella County Water District, Fresno County, Merced County, and Widren Water District; and

WHEREAS, the Central DM Activity Agreement was modified by that certain First Amendment, made effective as of November 17, 2017 (the "First Amendment"), that certain Second Amendment, made effective November 1, 2018 (the "Second Amendment"), that certain Third Amendment, made effective August 30, 2021 (the "Third Amendment"), and that certain Fourth Amendment, made effective July 14, 2025 (the "Fourth Amendment"); and

WHEREAS, as of January 1, 2026, all of the parties to the Central DM Activity Agreement and the Central SS-MOA are members of the Central Delta-Mendota GSA; and

WHEREAS, the Central DM Activity Agreement's budget was administered by Fund 65, and as of January 8, 2026, Fund 65 has a current fund balance of $48,982; and

WHEREAS, in February 2026, the Activity Agreement Members and SS-MOA Participants consented to termination of the Central DM Activity Agreement and provided the Water Authority with notice thereof.

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 and directs the termination of the Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement and the closing of its associated special revenue fund, Fund 65.

Section 3. The authorization conferred by Section 2 of this Resolution will be contingent upon the occurrence of the following action: provision of written documentation approval by a majority of Activity Agreement Members and Central SS-MOA Participants, with the option for delegated approval to another entity (Central DM Activity Agreement, Art. 7.1(b)).

Section 4. The Board further authorizes and directs the closing of the special revenue fund associated with the DM Subbasin Coordination Committee, Fund 63.

Section 5. The authorization conferred by Section 4 of this Resolution will be contingent upon the occurrence of the following actions: (1) termination of the Central DM Activity Agreement; (2) termination of the Northern DM Region SGMA Services Activity Agreement; and (3) closure of associated special revenue funds, Fund 65 and Fund 64.

Section 6. In the event the contingencies described in Section 3 and Section 5 fail to occur, the authorizations conferred by this Resolution are revoked *ab initio*, and any document executed by the Water Authority in reliance upon this Resolution will have no binding force or effect.

Section 7. 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 5th day of March, 2026, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.

_____

William Bourdeau, Vice-Chair
San Luis & Delta-Mendota Water Authority

Attest:

_____

Federico Barajas, Secretary

****

I hereby certify that the foregoing Resolution No. 2026-___ 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 5th day of March, 2026.

_____

Federico Barajas, Secretary

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
CENTRAL DELTA-MENDOTA REGION
SUSTAINABLE GROUNDWATER MANAGEMENT ACT
SERVICES ACTIVITY AGREEMENT

This CENTRAL DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES ACTIVITY AGREEMENT ("Activity Agreement"), is made effective as of February 15, 2017 (the "Effective Date"), by and among the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California ("Authority"), and Eagle Field Water District; Mercy Springs Water District; Oro Loma Water District; Pacheco Water District; Panoche Water District; San Luis Water District; Tranquillity Irrigation District; and Fresno Slough Water District, its members who execute this Agreement ("Members"). Capitalized terms used in this Activity Agreement shall have the meanings set forth in Section 2 below.

1. RECITALS

A. The Members, 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 as of January 1, 1992 (the "JPA"), by and among the parties indicated therein, establishing the San Luis & Delta-Mendota Water Authority for the purpose of exercising the common powers of the Members, including those powers described in this Activity Agreement/

B. The Members are each empowered, among other powers, to provide water service to lands within their boundaries; to operate and maintain works and facilities for the development, distribution and use of water for irrigation and for any drainage or reclamation works connected therewith or incidental thereto and/or to operate and maintain works and facilities for the development, distribution and use of water for municipal and industrial use; to contract with the United States, the State and other public agencies and, effective January 1, 1995, with mutual water companies, for such purposes; to control the quality of water accepted into their respective systems; to exercise powers related to groundwater management and groundwater management plans; and to adopt rules and regulations necessary to the exercise of

such powers.

C. In August 2014 the California Legislature passed comprehensive groundwater legislation creating the Sustainable Groundwater Management Act of 2014 ("SGMA" or the "Act"), intended to provide local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater" (California Water Code Section 10720(d)).

D. The Sustainable Groundwater Management Act anticipates that each affected groundwater basin or subbasin will be regulated separately by one or more groundwater sustainability agencies ("GSAs" or individually, a "GSA") and the Members and certain counties and local agencies organizing themselves outside of the Authority umbrella have formed or are forming individual or multi-agency GSAs for purposes of compliance with the Act.

E. Groundwater sustainability under the Act is to be achieved through groundwater sustainability plans ("GSPs" or individually, a "GSP"), which can be a single plan developed by one or more GSAs, or multiple coordinated plans within a basin or subbasin. (California Water Code Section 10727).

F. The Members overlie a portion of the Delta-Mendota Subbasin number 5-22.07 of the San Joaquin Valley Groundwater Basin identified in the California Department of Water Resources ("DWR") Bulletin 118 (the "DM Subbasin"), said portion being designated as the Central Delta-Mendota Region ("Central DM Region"), as its boundaries may be modified from time to time.

G. The DWR has designated the entire DM Subbasin as critically overdrafted, and under the Act, each GSA is required to assume its regulatory role by June 30, 2017, and to submit a GSP to the DWR by January 31, 2020; the State Water Resources Control Board ("SWRCB") may identify a basin or subbasin as probationary on the basis of the failure to identify a GSA, adopt a GSP, or upon a finding that a GSP is inadequate.

H. The objective of the Members under this Activity Agreement and of the agencies who execute SGMA Services Memoranda of Agreement as defined below is to obtain coordinated access to the administrative and technical resources and services available through the Authority and to provide the mechanisms to share the benefits and expenses of obtaining such resources and services to assist in (1) the formation of a multi-agency groundwater sustainability agency in the Central Delta-Mendota Region of the Delta-Mendota Basin; (2) the

planning, preparation and potential assistance with implementation of a groundwater sustainability plan; and (3) for coordination with other such plans within the Delta-Mendota Subbasin or other subbasins as required by the Act.

I. The Members desire to achieve the objectives recited above through the joint exercise of their common powers under this Activity Agreement and through the Authority entering into memoranda of agreement to allow the participation in the program by counties, other local agencies or mutual water companies that are not members of the Authority, but that agree to participate under such agreements pursuant to the terms of this Activity Agreement.

J. The Members expressly intend that neither the Authority nor the other Members nor local agencies participating through separate memoranda of agreement acting through the Activity Agreement Management Committee (as defined below) will have the authority to limit or interfere with the respective Members' rights and authorities over their own internal matters, including but not limited to, a Member's surface water supplies, groundwater supplies, facilities, operations and water management, subject to terms 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 Authority agree as follows:

2 DEFINITIONS

2.1. "**Activity Agreement Member(s),**" "**Member**" or "**Members**" shall mean a member or members of the Authority who are signatories to this Activity Agreement

2.2. "**Activity Agreement**" or **"Agreement"** shall mean this Central Delta-Mendota Region Groundwater Sustainability Management Act Services Activity Agreement.

2.3. "**Activity Agreement Expenses**" shall mean costs incurred by the Authority pursuant to this Activity Agreement and a share of Authority Operating Costs allocable to Members of this Activity Agreement and allocable to any SS-MOA Participants through MOAs executed in conjunction with this Activity Agreement.

2.4. "**Activity Participants"** shall mean the Activity Agreement Members and the SS-MOA Participants, as defined below.

2.5**. "Administration Agreement(s)"** shall mean those certain agreements between the 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.

2.6. "**Authority**" shall mean the San Luis & Delta-Mendota Water Authority.

2.7. "**Authority Operating Costs**" shall mean the Authority's 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 payments 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.

2.8. "**Basin**" shall mean the Delta-Mendota Subbasin of the San Joaquin Valley Groundwater Basin, subbasin number 5-22.07, as identified in Bulletin 118 prepared by the California Department of Water Resources.

2.9. **"Board of Directors"** shall mean the Board of Directors of the San Luis & Delta-Mendota Water Authorit**y.**

2.10. **"Central Delta-Mendota Region"** or **"Central DM Region"** shall mean that portion of the Delta-Mendota Subbasin within the jurisdictional area of the Activity Participants as set forth in the map attached hereto as EXHIBIT "A".

2.11. "**Central DM Region Multi-Agency GSA** shall mean the multi-agency Groundwater Sustainability Agency formed separate and independent from the Authority within the Central DM Region amongst certain Activity Participants.

2.12 **"Central DM Region GSP**" or **"GSP"** shall mean the Groundwater Sustainability Plan, as defined by Section 10721(k) of the Water Code for the Central DM Region that the Activity Participants intend to jointly develop, adopt and implement through participation in this Agreement, whether as a stand-alone GSP, or as the portion of a broader GSP for the DM Subbasin covering the Central DM Region.

2.13. "**Coordination Agreement**" shall mean a legal agreement adopted between two or more GSAs that provides the basis for intra-basin or inter-basin coordination of the GSPs pursuant to SGMA, including but not limited to, any such coordination required within the

Central DM Region.

2.14. "**GSA**" shall mean a groundwater sustainability agency enabled by SGMA to regulate a portion of a basin or subbasin cooperatively with all other GSA in the basin or subbasin, in compliance with the terms and provisions of SGMA (see also "**Central DM Region Multi-Agency GSA")**.

2.15. **"JPA"** shall mean that certain Amended and Restated Joint Exercise of Powers Agreement effective January 1, 1992, establishing the San Luis & Delta-Mendota Water Authority.

2.16 "**Management Committee**" shall mean the steering committee established in Section 6 of this Activity Agreement to direct the activities under this Agreement and the SGMA Services Memoranda of Agreement.

2.17 **"Management Committee Member"** shall mean the duly appointed representative of an Activity Participant to be counted towards a quorum and having the right to vote on behalf of such Activity Participant at a meeting of the Management Committee.

2.18 **"Outside Service Area(s)"** of an Activity Participant shall mean an area or areas that are outside the political boundaries of the Activity Participant but that are included within the boundaries of such Activity Participant's single-agency GSA. For a Party to a multi-agency GSA, "**Outside Service Area(s)"** of an Activity Participant shall mean an area or areas included within the boundaries of the Central DM Region Multi-Agency GSA (as depicted on EXHIBIT "B") that are outside the political boundaries of the Activity Participant and outside the boundaries of any other Activity Participant that is not a county, but that, through written agreement between the Activity Participant and applicable county, shall be subject to the Activity Participant's management for purposes of the implementation of SGMA within the Central DM Region Multi-Agency GSA.

2.19. "**SGMA**" or **"the Act"** shall mean the California Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739), Water Code Sections 10720-10755.4, which collectively comprise SGMA, as that legislation and those regulations may be amended from time to time.

2.20. "**SGMA Services Memorandum of Agreement**" or "**SS-MOA**" shall mean those certain individual agreements in substantially the form attached hereto as EXHIBIT "B" between the Authority and a county; a local agency; or a mutual water company; the respective entity not

being a member of the Authority, to provide for such entity's participation in the activities subject to this Agreement; **"SS-MOAs"** shall refer collectively to all such SGMA Services Memoranda of Agreement..

2.21. **"Special Project Agreement"** shall mean an agreement entered into between certain Members and/or SS-MOA Participants that desire to collectively carry out a special project that is not carried out by all of the Activity Participants.

2.22. **"Special Project Expenses"** shall mean costs and expenses allocable to Activity Participants incurred pursuant to a Special Project Agreement, and shall also include Authority Operating Costs allocated to the Special Project Agreement.

2.23. **"Special Project Participants"** of a Special Project Agreement shall mean those Activity Participants who execute such Special Project Agreement.

2.24. **"SS-MOA Participant"** shall mean a local agency, a county, or a mutual water company that is statutorily authorized to implement SGMA who is not a Member of the Authority, but who has agreed by executing a SGMA Services Memorandum of Agreement to share with Activity Agreement Members the costs, obligations and benefits of participating in the activities contemplated by this Agreement; **"SS-MOA Participants"** shall refer collectively to all such entities..

2.25. **"Voting Alternate"** shall mean the duly appointed alternate to a Management Committee Member who is present at a meeting during the absence or disqualification due to conflict of interest of the Management Committee Member for whom the alternate has been appointed; said alternate being counted towards a quorum and having the right under those circumstances to cast the vote otherwise accorded to the Management Committee Member.

3. PURPOSE OF AGREEMENT

The purpose of this Activity Agreement is to provide the contractual basis for the Members in conjunction with SS-MOA Participants that have independently formed or will form individual or multi-agency GSAs within the Central DM Region to utilize the resources of the Authority to assist with (1) the formation of a multi-agency groundwater sustainability agency in the Central Delta-Mendota Region of the Delta-Mendota Sub-Basin that is separate and independent from the Authority; (2) planning, preparation and assistance with implementation of a groundwater sustainability plan for the Central DM Region; and (3) coordination with other

such plans within the Delta-Mendota Subbasin or such other subbasins as required by SGMA; and (4) to achieve the objectives stated in the Recitals above through the joint exercise of some or all of the common powers of the Activity Agreement Members and through the contractual agreements of the SS-MOA Participants.

4. ROLE OF AUTHORITY; LIMITS THEREON

4.1 Role of the Authority. The role of the Authority under this Activity Agreement will be to provide, through Authority staff or contracts with consultants, and as directed by the Management Committee, services to assist the Activity Participants in conducting the activities contemplated by this Agreement. The Authority will provide only those services directed by the Management Committee and supported with funding from the Activity Participants in accordance with budgets recommended by the Management Committee and approved by the Board of Directors and the Activity Participants, as more specifically provided under the terms of this Agreement.

4.2 Authorized Activities of the Authority under the Activity Agreement. The types of activities authorized to carry out the purposes of this Activity Agreement shall specifically include, but shall not be limited to, the following:

(a) To provide administrative services to assist those Activity Participants who are forming and implementing a multi-agency GSA.

(b) To provide staff resources or solicit proposals from one or more consultants, and at the direction of the Management Committee, to accept proposals and enter into services agreements to acquire consulting services; as needed to assist in organizing multiple parties in compiling data, conducting monitoring, undertaking a groundwater study or studies and developing models as needed to develop and adopt a GSP for the Central DM Region.

(c) Through budgets approved by the Management Committee, the Board of Directors, and the Activity Participants, to provide funding mechanisms to obtain services necessary for the development and implementation of the Central DM Region GSP.

(d) To provide accounting and billing services to collect from the Activity Participants the costs of services incurred under the Activity Agreement and SS-MOAs pursuant to the terms of this Activity Agreement.

(e) To provide services to facilitate outreach to interested parties as defined

by SGMA that may be required for the developing and implementing the Central DM Region Multi-Agency GSA or Central DM Region GSP.

(f) To provide services to facilitate coordination among the GSAs in the Central DM Region, GSAs in other portions of the DM Subbasin, and GSAs in other subbasins to assist in the development or implementation of intra-basin or inter-basin Coordination Agreements required by SGMA.

(g) To propose for adoption by GSAs in the Central DM Region forms of rules, regulations, policies and procedures for governing the adoption and implementation of a GSP as authorized by Chapter 5 of SGMA.

(h) To undertake such additional activities and responsibilities as may be requested and funded by the Activity Participants acting through the Management Committee.

4.3 Limitations on Authority Role. Notwithstanding the Activity Participants' agreement to acquire certain services through this Agreement, Activity Participants intend to establish single or multi-agency GSAs that are independent of this Agreement and to maintain complete control and autonomy over the surface water and groundwater assets to which they are currently legally entitled; nothing in this Agreement authorizes the Water Authority to establish a GSA or commit the Activity Participants to SGMA implementation actions within their respective boundaries and Outside Service Area(s). The geographic boundaries of the Central DM Region, of each Activity Participant, and of any single-agency or multi-agency GSAs in the Central DM Region are set forth in the map attached hereto as EXHIBIT "A."

4.4 Powers Reserved to Board of Directors and Limitations Thereon.

(a) The Board of Directors shall have ultimate approval authority over all Activity Agreement annual budgets based upon the recommendation of the Management Committee and approval of the Activity Participants; provided, the Board of Directors may not alter the Activity Agreement annual budgets without the Management Committee's review and recommendation or Activity Participant approval of such alteration.

(b) The Board of Directors shall have the right, upon recommendation of or in consultation with the Management Committee, to approve all amendments to this Activity Agreement, including any amendment terminating the Activity Agreement, and to approve the SS-MOA with each entity seeking to become a SS-MOA Participant; provided, that no

amendment of this Activity Agreement shall be required to add new Activity Agreement Members prior to February 28, 2017.

(c) The Board of Directors shall have the right, upon recommendation of or in consultation with the Management Committee, 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 Authority arising from this Activity Agreement.

(d) The Board of Directors delegates to the Management Committee the authority to conduct the activities described in this Activity Agreement pursuant to the terms of this Activity Agreement and SS-MOAs, without the required approval of the Board of Directors except as specifically provided in Sections 4.4(a-c). Also except as set forth in Sections 4.4(a-c) and 8.3, this delegation shall specifically include, but not be limited to, the authority to enter into contracts within approved Activity Agreement budgets.

5. POWERS JOINTLY EXERCISED BY ACTIVITY AGREEMENT MEMBERS; RESERVED POWERS

5.1 Powers Exercised. The Members and the Authority intend that this Activity Agreement shall provide for the joint exercise of certain powers common to the Members in obtaining administrative and technical resources and services needed to support their efforts through GSAs in the Central DM Region to implement SGMA within their respective jurisdictions, including, for example, services and resources to (1) develop data; (2) conduct outreach as applicable with interested parties as defined by SGMA; (3) assist in preparing and implementing a Groundwater Sustainability Plan; and (4) assist in preparing and entering into intra-basin or inter-basin Coordination Agreements. The Members are each empowered by the laws of the State of California to exercise the powers specified in this Activity Agreement, and to comply with the provisions of SGMA and other laws. These common powers shall be exercised for the benefit of any one or more of the Activity Participants in the manner set forth in this Activity Agreement. The Authority and the Members further intend that each SS-MOA Participant with powers to implement SGMA may, by executing an SS-MOA, share the costs, obligations and benefits of this Agreement. Subject to the limitations set forth by statute applicable to any SS-MOA Participant that is a mutual water company or in this Activity Agreement, the Activity Participants shall have the powers to perform all acts necessary to accomplish their purpose as stated in this Activity

Agreement, to be exercised through the Management Committee, including but not limited to the following:

(a) To make and/or assume contracts and to employ agents, employees, consultants and such other persons (as the Management Committee may deem necessary), to the full exercise of its power, including, but not limited to, engineering, hydrogeological, and other consultants, attorneys, accountants and financial advisors, for the purpose of providing any service required to accomplish the purposes identified herein.

(b) To conduct all necessary research and investigations, and to compile appropriate reports and collect data from all available sources to assist in preparation of a GSP, and for development and implementation of intra-basin or inter-basin Coordination Agreements, so as to allow the Activity Participants to participate in the sustainable management of the Central DM Region in compliance with SGMA.

(c) To cooperate, act in conjunction with, and contract with the United States, the State of California, or any agency thereof, Merced and Fresno Counties, and the Activity Agreement Members, SS-MOA Participants, or any of them, in the full exercise of the powers of the Activity Participants for purposes of assisting in forming the Central DM Region Multi-Agency GSA and preparation, adoption and implementation of the Central DM Region GSP and any Coordination Agreements required by SGMA.

(d) To apply on behalf of the Activity Participants for, or if directed by the Management Committee, to accept, receive and administer on behalf of the Activity Participants agreements, grants, loans, gifts, contributions, donations or other aid from any agency of the United States, the State of California or other public or private person or entity necessary or beneficial for assisting the Activity Participants with the Central DM Region Multi-Agency GSA or for preparing or implementing the Central DM Region GSP.

(e) To assist in developing forms of rules, regulations, policies and procedures for governing the adoption and implementation of a GSP as authorized by Chapter 5 of SGMA for use by the Central DM Region Multi-Agency GSA and any single-agency GSA in the Central DM Region.

(f) To assist in developing policies, rules or practices for utilizing the enforcement powers identified in SGMA (Water Code Section 10732) for use by the Central DM Region Multi-Agency GSA and any single-agency GSA in the Central DM Region, including the

imposition and collection of civil penalties that shall be utilized in accordance with the requirements of SGMA.

(g) To investigate legislation and proposed legislation, regulations and proposed SWRCB actions affecting SGMA and the Central DM Region and make appearances regarding such matters;

5.2 Powers Reserved to Activity Participants. There are expressly reserved to each Activity Participant the powers necessary to carry out the intent expressed in this section.

(a) Separate from this Agreement, to establish a GSA individually or collectively within the Activity Participant's boundaries or any Outside Service Area(s) managed in whole or in part by such Activity Participant.

(b) To approve those actions under this Agreement set forth in Section 7.2.

(c) At each individual Activity Participant's election, acting through GSAs established by that Activity Participant, to implement SGMA and the GSP developed pursuant to this Activity Agreement within the Activity Participant's boundaries or Outside Service Area(s).

(d) Notwithstanding anything to the contrary in this Activity Agreement, the Authority shall not undertake any activities within the geographic or service area boundaries of any of the Activity Participants pursuant to the GSP developed under this Activity Agreement unless the Activity Participant has formally and expressly consented and agreed to the activity proposed.

(e) The Activity Participants expressly intend that neither this Agreement nor any GSP prepared or being implemented utilizing services of the Authority through this Activity Agreement that is adopted by a GSA or GSAs within the Central DM Region shall be construed as authorizing the Authority or the Activity Participants acting through the Activity Agreement Management Committee, or any dispute resolution process contained herein, to:

(1) determine or alter surface water rights or groundwater rights (California Water Code Section 10720.5(b));

(2) make binding determinations of the water rights of any person or entity (California Water Code Section 10726.8(b)); or

(3) supersede the existing land use authority of cities or counties, including the city or county general plan, within the overlying subbasin (California Water Code

Section 10726.8(f)).

(f) The Activity Participants are organizing themselves into single-agency or multi-agency GSAs to implement the requirements of SGMA separate from this Agreement. The Activity Participants intend to maintain complete control and autonomy over the surface water and groundwater assets to which they are currently legally entitled, and make no commitments by entering into this Activity Agreement to share or otherwise contribute their water supply assets as part of the preparation or implementation of a GSP. The geographic boundaries of the Central DM Region and the GSA(s) within that Region, and of each Member and SS-MOA Participant, are set forth in the map attached hereto as EXHIBIT "A".

6. ORGANIZATION

6.1 Governing Body. The business of the Activity Agreement shall be conducted by a Management Committee consisting of one (1) Management Committee Member and one (1) alternate Management Committee Member appointed by each Activity Participant.

(a) Management Committee Members and alternates shall be appointed by action of the governing body of the represented Activity Participant, and such appointments shall be effective upon the appointment date as communicated in writing to the Authority. Each appointee shall serve on the Management Committee from the date of appointment by the governing body of the Activity Participant he/she represents at the pleasure of such governing body.

(b) Vacancies in the position of a Management Committee Member or alternate Management Committee Member shall be filled by the represented Activity Participant in the same manner as the provided for the appointment of the initial Management Committee Member or alternate Management Committee Member.

(c) The Executive Director of the Authority, its Assistant Executive Director and Authority employees or appointees designated by the Assistant Executive Director may participate as staff members and attend all Management Committee meetings, but shall have no vote.

6.2 Meetings. The Executive Director of the Authority or, acting on his behalf, the Assistant Executive Director of the Authority, or the Chairman of the Management Committee is authorized to call meetings of the Management Committee as necessary and appropriate to

conduct the business under the Activity Agreement. In addition to such authority to call meetings, the Management Committee may, but is not required to, set a date for regular meetings of the Management Committee. All such meetings shall be conducted in accordance with the requirements of the Ralph M. Brown Act (Government Code Sections 54950 *et seq*.).

6.3 Quorum. A majority of the then-appointed Management Committee Members plus any Voting Alternates shall constitute a quorum of the Management Committee. Each appointed Management Committee Member or Voting Alternate shall have one (1) vote.

6.4 Voting. Except as expressly stated to the contrary in this Activity Agreement, the vote of an Activity Participant's duly appointed Management Committee Member or Voting Alternate is deemed to be the vote of that Activity Participant. A simple majority of the quorum shall be required for the adoption of a resolution, motion or other action of the Management Committee, except that:

(a) A majority vote of less than a quorum may vote to adjourn or, meeting as a subcommittee of the whole, to hear reports on non-action items listed on the agenda;

(b) Any of the following actions shall require a unanimous vote of a quorum of the Management Committee. For purposes of this Section 6.4(b), a "unanimous vote" is defined as the affirmative vote of every Management Committee Member and Voting Alternate with a quorum being present:

(1) A recommendation to the Board of Directors of the Authority to a compromise or payment of any claim against the Authority arising from the Activity Agreement;

(2) To submit to the Activity Participants for consideration by the Central DM Region Multi-Agency GSA and any single-agency GSAs any proposed Central DM Region GSP.

(3) Any other action for which a unanimous vote is required by the terms of this Agreement.

(c) The following actions shall require a two-thirds (2/3) vote of a quorum of the Management Committee:

(1) To adopt a proposed initial operating budget within ninety (90) days of the execution of this Activity Agreement, and proposed annual budget by January 15 of each year or by such alternate date as may be required so that it can be incorporated into the

Authority's budget for the next March 1 fiscal year.

(2) To propose to set or modify the Participation Percentages of the Activity Participants from time to time.

(3) To authorize the Authority to enter into agreements with consultants within the approved budgets, subject to the limitations provided in this Activity Agreement.

(4) To provide recommendations to Activity Participants for consideration by the a single agency GSA or the Central DM Region Multi-Agency GSA regarding imposing fees authorized by SGMA to fund the cost of complying with SGMA, and sustainably managing groundwater within the Central DM Region;

(5) To propose rules, regulations, policies and procedures recommended to the Activity Participants for consideration by a single-agency GSA or the Central DM Region Multi-Agency GSA governing the adoption and implementation of a GSP as authorized by Chapter 5 of SGMA.

(6) To assist the Activity Participants by investigating and reporting to the Management Committee on legislation and proposed legislation, regulations and proposed SWRCB actions affecting SGMA and the DM Subbasin and by making appearances regarding such matters.

(d) Required Vote on Deemed Withdrawal. The vote for a determination that an Activity Participant is deemed to have withdrawn from the Activity Agreement pursuant to Section 6.6(b) shall be a unanimous vote of a quorum, not counting the vote of the Activity Participant about which the determination is being made.

6.5 Officers. The Management Committee shall elect a chairperson, a vice-chairperson and a secretary. The chairperson and vice-chairperson shall be, and the secretary may, but need not be, a Management Committee Member. The chairperson shall preside at all meetings of the Management Committee and the vice-chairperson shall act as the chairperson in the absence of the chairperson elected by the Management Committee. All elected officers shall remain in office at the pleasure of a majority vote of the Management Committee.

6.6 Powers of Management Committee and Limitations Thereon.

(a) Except for those matters reserved to the Board of Directors or for which the approval of the Activity Participants is required by the terms of this Activity Agreement,

the Management Committee shall undertake all actions necessary for carrying out the Activity Agreement, including but not limited to setting policy or practices for the Activity Agreement and under SS-MOAs; making budget recommendations in conjunction with the Executive Director and/or the Assistant Executive Director of the Authority or any Authority staff or consultant designated to manage the Activity Agreement; determining the recommended basis for calculation of the Participation Percentages for each fiscal year, and the timing required for payments of obligations hereunder; employing consultants and otherwise authorizing expenditure of Activity Agreement funds within the parameters of the budget approved by the Authority; developing and implementing guidelines, rules or regulations; and such other actions as shall be reasonably necessary or convenient to the purposes of the Activity Agreement.

(b) When an Activity Participant fails or refuses to participate financially or through the Management Committee for a period of time longer than six (6) months after written notice from the Authority without entering into an agreement with the Authority to cure any financial default or to meet any other obligation required for its active participation in the Activity Agreement or under its SS-MOA, the Management Committee, voting as set forth in Section 6.4(d) shall determine whether or not such Activity Participant shall be deemed to have withdrawn from the Agreement or from participation pursuant to its SS-MOA and if it so determines, shall request that the Board of Directors approve the determination and deem that the Activity Participant has withdrawn from the Activity Agreement or from participation pursuant to its SS-MOA. Such vote shall not preclude reinstatement of the deemed withdrawn agency by agreement of the Activity Participants and the Authority.

7. **APPROVAL BY AN ACTIVITY PARTICIPANT OR ACTIVITY PARTICIPANTS**

7.1 When the terms of this Agreement or applicable law require the approval of an Activity Participant, written documentation of such approval, whether by Resolution, motion, or other form of authorization, must be provided to the Authority and to each of the other Activity Participants.

(a) For actions requiring the approval of only the particular Activity Participant, such as appointing a representative to the Management Committee, approval only by such Activity Participant is required.

(b) When approval of the Activity Participants is required for a particular action, the approval of a majority of the Activity Participants will constitute approval of the action.

7.2 Approval by the Activity Participant or the Activity Participants as appropriate shall be required for:

(a) Approval of a Management-Committee-recommended budget;

(b) Establishing or modifying the Participation Percentage applicable to the Activity Participant; and

(c) Amendment of this Agreement, including but not limited to, for purposes of adding a new Member or the replacement of this Agreement with an alternative form of agreement,

8. BUDGETARY RESPONSIBILITIES OF ACTIVITY PARTICIPANTS

Subject to Section 8.3 below, the Activity Participants, acting through their respective appointed Management Committee Members, are hereby authorized by the public agency appointing such Management Committee Members to cooperate with the Executive Director and/or the Assistant Executive Director of the Authority to provide and recommend approval of a budget for the activities authorized by this Activity Agreement, annually or more frequently as needed, for presentation to the Board of Directors of the Authority in accordance with Section 22 of the JPA and Section 4.4 of this Activity Agreement. All budgets and amendments thereof which result in a budget increase shall be subject to the approval of the Authority Board of Directors as part of any mid-term budget adjustment.

8.1 Initial Budget. To initially fund the budget for this Activity Agreement, the Activity Participants agree to contribute a total of $51,447.82 in equal shares. In the event the Activity Participants have contributed initial funding for purposes of the Activity Agreement through a separate form of agreement, then the amounts paid under such agreement shall be credited against the initial costs for all Activity Participants required by this Section, with appropriate adjustments for any overpayments.

8.2 Budget to Actual Adjustments. The Authority shall true up budgeted amounts collected from the Activity Participants to actual expenditures annually following the end of

each fiscal year. Any over-payments between budgeted and actual expenditures, taking into account any year-end carryover reserve established by the Management Committee, shall be credited or refunded to each Activity Participant in equal shares for the period through February 28, 2017, and for each year thereafter, based upon its Participation Percentage. Each Activity Participant shall be billed for any under-payment following the true-up, with payment due thirty (30) days after the invoice is received.

8.3 Budget Authority of Management Committee Members. The Management Committee Members are authorized to recommend budgets for approval by the Activity Participants, which approval shall be contingent upon the Activity Participant meeting statutory or constitutional requirements applicable to the that Activity Participant; such approved budgets shall be submitted to the Authority Board consistent with Section 4.4(a) of this Agreement.

9. ACCOUNTABILITY, REPORTS AND AUDITS

9.1 Full books and accounts for this Activity Agreement shall be maintained by the 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 shall be open to inspection by the Activity Participants at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

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

10. AUTHORIZATION TO ALLOCATE OPERATING COSTS

Each Activity Agreement Member has entered into an Administration Agreement which authorizes an agreement by and among the Authority and any of its Members to provide for undertaking and sharing costs and benefits of any authorized activity of the Authority. The Authority and the Activity Participants agree that all Activity Agreement Expenses incurred by the Authority under this Agreement are the costs of the Activity Participants, and not of the

Authority, and shall be paid by the Activity Participants; provided, however, that this Section shall not preclude the Activity Agreement Members from accepting voluntary contributions from other members of the Authority or other interested parties, and applying such contributions to the purposes hereof. Each SS-MOA Participant shall agree to pay its allocated share of Activity Agreement Expenses and Authority Operating Costs assigned to this Activity Agreement pursuant to the SS-MOA signed by such SS-MOA Participant.

11. PARTICIPATION PERCENTAGES

The participation percentage for each Activity Participant shall be utilized to determine the share of Activity Agreement Expenses allocated to each Activity Participant.

11.1 Initial Participation Percentages. The approach to establishing Participation Percentages shall be determined by the Activity Participants prior to March 1, 2017. Until the adoption of the Central DM Region GSP, the Participation Percentages may be evaluated by the Management Committee from time to time, including to consider new information concerning the relative contribution or responsibility of each Activity Participant towards achieving the sustainability goal established in the GSP, with a vote to recommend revisions as provided in Section 6.4(c). Any such Management Committee-recommended revisions shall be presented to the Activity Participants for approval as provided in Section 7.2.

11.2 Participation Percentages After GSP Adoption. Upon adoption of an estimated sustainable yield and a sustainability goal for the Central Delta-Mendota Region in the GSP, the Management Committee shall consider recalculating the Participation Percentage for each Activity Participant, which shall be at least partially based on an allocation of each Activity Participant's relative contribution or responsibility towards achieving the sustainability goal established in the GSP. The Management Committee-recommended recalculation shall be presented to the Activity Participants for approval as provided in Section 7.2. The Participation Percentages may continue to be evaluated by the Management Committee from time to time, in order to consider new information concerning the relative contribution or responsibility of each Activity Participant towards achieving the sustainability goal established in the GSP, with a vote to recommend revisions as provided in Section 6.4(c)(2). Any such Management Committee-recommended revisions shall also be presented to the Activity Participants for approval as

provided in Section 7.2(b).

11.3 Ongoing Documentation of Participation Percentages. The current Participation Percentages of each Activity Participant, shall be dated and attached as EXHIBIT "C," to this Agreement, effective upon the date approved by all Activity Participants, without any further Amendment of this Agreement being required. Any further amendments to EXHIBIT "C" may be made using the procedure included in this Section 11 without any further separate Amendment of this Agreement being required.

11.4 Invoicing and Payment. The Authority shall bill the Activity Participants for all Activity Agreement Expenses and Special Project Expenses in their respective Participation Percentages on the same schedule as it utilizes for collecting membership dues to implement the Authority budget for each March 1 through February 28/29 fiscal year, generally twice yearly in mid-March and August. Payments are due 30 days following receipt of the Authority's invoice.

12. SOURCE OF PAYMENTS

Each Activity Participant agrees that it will timely take actions necessary to provide sufficient money to meet its obligations hereunder. Each Activity Participant hereby confirms that the Authority and other Activity Participants are third party beneficiaries of such Activity Participant's obligations under this Agreement and may take such actions in law or in equity as may be desirable to enforce payments hereunder. The Management Committee may also seek funding from other alternative sources, including but not limited to state and federal grants or loans, and unless specifically allocated by the unanimous vote of the Management Committee, for example, to fund a project within the boundaries of a particular Activity Participant, all funding contributions obtained from alternative sources shall be allocated to each Activity Participant according to its Participation Percentages.

13. TERM

This Activity Agreement shall take effect on the Effective Date first above identified. This Activity Agreement shall remain in full force and effect until this Activity Agreement is amended, rescinded or terminated by the Authority and the Activity Agreement Members, with

approval from the SS-MOA Participants.

14. WITHDRAWAL FROM FURTHER PARTICIPATION

14.1 Subject to Section 14.3 of this Activity Agreement, any Activity Agreement Member may voluntarily withdraw from this Activity Agreement upon thirty (30) days' written notice of such withdrawal to the Authority and each of the other Activity Participants.

14.2 In the event the Management Committee determines and the Board of Directors approves the determination that any Activity Participant is deemed to have withdrawn pursuant to Sections 6.6(b) of this Activity Agreement, such withdrawing Activity Participant shall pay for all such Activity Participant's financial obligations incurred prior to the deemed withdrawal date pursuant to the terms of this Activity Agreement.

14.3 In the event of either a voluntary withdrawal or deemed withdrawal by an Activity Participant, as of the withdrawal date, all rights of participation in this Activity Agreement shall cease for the withdrawing Activity Participant, and the withdrawing Activity Participant shall within thirty (30) days, pay all such Activity Participant's financial obligations incurred prior to such withdrawal date pursuant to the terms of this Activity Agreement.

14.4 Upon withdrawal, an Activity Participant shall be entitled to use any data or other information developed under this Activity Agreement during its time as an Activity Participant. Further, should an Activity Participant withdraw from the Activity Agreement after completion of the GSP, it shall be entitled to utilize the GSP for future implementation of SGMA within its boundaries.

15. INITIAL MEMBERSHIP/ADMISSION OF NEW MEMBERS

Members of the Authority may become Members of this Activity Agreement through February 28, 2017. After February 28, 2017, admission of new Members shall require amendment of this Activity Agreement and approval by the Board of Directors and the Activity Agreement Members. Admission of an SS-MOA Participant at any time shall be through execution of an SS-MOA and action by the Board of Directors. Admission of additional SS-MOA Participants after February 28, 2017, shall also require the recommendation of the Management Committee. The admission of the new Activity Participant shall be documented by that new Member signing this Activity Agreement or that new SS-MOA Participant entering into

an SS-MOA with the Authority, subject to this Activity Agreement.

16. SPECIAL PROJECTS

16.1 Fewer than all of the Activity Participants may enter into a Special Project Agreement to achieve any of the purposes or activities authorized by this Activity Agreement, and to share in the expenses and costs of such activity. Special Project Agreements must be in writing and may be documented by completion and execution of a form agreement developed for such purpose.

16.2 Activity Participants that sign Special Project Agreements agree that all Special Project Expenses incurred by the Authority under this Activity Agreement for each such Special Project are the costs of the Special Project Participants, respectively, and not of the Authority or of the Activity Participants not participating in the Special Project, and the Special Project Expenses shall be paid by the respective Special Project Participants.

16.3 Special Project Participants shall hold the Authority and each Activity Participant that is not a member of the Special Project Agreement free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from the Special Project Agreement. The indemnification obligation of Special Project Participants arising from the Special Project Agreement shall be the same as specified in Section 18 for Activity Participants in general, except that it shall be limited to the costs, losses, damages, claims and liabilities arising from the Special Project Agreement.

17. DISPUTE RESOLUTION

Should any controversy arise concerning this Activity Agreement or the rights and duties of the Authority or any Activity Participant under this Agreement or SS-MOA, the parties to the dispute shall submit the matter to a person appointed by the Management Committee to mediate the dispute. The appointed mediator shall be a person who is not an employee or agent of the Authority or any Activity Participant and who has knowledge of and experience in the management of groundwater resources. The appointed mediator shall render a final decision on the matter in dispute and will be compensated by those engaged in the dispute. This provision shall be a condition precedent to but shall not otherwise replace the rights of the parties to seek arbitration under the procedures set forth in the Code of Civil Procedure or

judicial resolution of their disputes.

18. INDEMNIFICATION

18.1 Indemnification of Authority and Non-Members.

(a) The Activity Participants shall hold the Authority and each of the Authority's members who is not an Activity Participant, free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from actions or inactions taken under this Activity Agreement and the SS-MOAs. This indemnification obligation includes the obligation of the Activity Participants to defend the Authority, and all members of the Authority that are not participants in this Activity Agreement, at the sole expense of the Activity Participants, in any action or proceeding brought against the Authority or any of its members not participating in this Activity Agreement, to recover any such costs, losses, damages, claims or liabilities arising from this Activity Agreement, as well as the obligation to pay for any and all costs of litigation incurred by the Authority as a result of entering into this Activity Agreement. Such costs may include, but are not limited to, attorneys' fees and costs incurred by the Authority pursuant to approved budgets to defend its provision of services under this Activity Agreement.

(b) The costs of defense and indemnification shall be shared among the Activity Participants in the same percentage as each such Activity Participant's Participation Percentage under the then-current schedule.

(c) The duty to defend and indemnify the Authority or any members of the Authority that are not participants in this Activity Agreement shall not apply to any costs, losses, damages, claims or liabilities arising from the sole negligence, active negligence, or willful misconduct of the Authority or of any members of the Authority not participating in this Activity Agreement.

18.2 Indemnification of Authority and Activity Participants.

(a) Any Activity Participant that withdraws or is deemed to have withdrawn from the Activity Agreement or SS-MOA agrees that it shall indemnify the Authority and all other Activity Participants from costs, losses, damages, claims or liabilities incurred as of the date of its withdrawal or arising from its withdrawal or deemed withdrawal from the Activity Agreement or SS-MOA, respectively; without increasing the indemnification obligation of other

Activity Participants.

(b) Any Activity Participant that fails to perform its financial obligations according to its Participation Percentage under the Activity Agreement or its respective SS-MOA agrees that it shall indemnify the Authority and all other Activity Participants from costs, losses, damages, claims or liabilities arising from its failure to perform such financial obligations.

19. MISCELLANEOUS

19.1 Amendments. This Activity Agreement may be amended in writing by the Authority and the Activity Agreement Members, with approval from the SS-MOA Participants.

19.2 Assignment; Binding on Successors. Except as otherwise provided in this Activity Agreement, the rights and duties of the Activity Participant may not be assigned or delegated without the written consent of the Authority and other Activity Participants. 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 Authority then in effect. This Activity Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the Activity Participants.

19.3 Counterparts. This Activity Agreement may be executed by the 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.

19.4 Governing Law. This Activity Agreement shall be governed by the laws of the State of California.

19.5 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 Authority that the remainder of the Activity Agreement shall not be affected thereby.

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

IN WITNESS WHEREOF, the Members and the Authority have executed this

Activity Agreement as of the date appearing next to their respective signature lines.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: Frances C Mizuno
Name: Frances C. Mizuno
Title: Assistant Executive Director
Date: March 28, 2017

ACTIVITY AGREEMENT MEMBERS

Agency Name: **EAGLE FIELD WATER DISTRICT_**

By: _____
Name: _____
Title: _____
Date: _____

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

By: _____
Name: _____
Title: _____
Date: _____

Agency Name: **MERCY SPRINGS WATER DISTRICT**

By: _____
Name: _____

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: **EAGLE FIELD WATER DISTRICT**

By: _____

Name: BARBARA PERRIMORE

Title: PRESIDENT

Date: 03/01/2017

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **MERCY SPRINGS WATER DISTRICT**

By: _____

Name: _____

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: **EAGLE FIELD WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

By: _____

Name: Matthew Hurley

Title: Board President

Date: Jan 23, 2017

Agency Name: **MERCY SPRINGS WATER DISTRICT**

By: _____

Name: _____

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: **EAGLE FIELD WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **MERCY SPRINGS WATER DISTRICT**

By: _____

Name: Michael Linneman

Title: President

Date: February 27, 2017

Agency Name: **ORO LOMA WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PACHECO WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PANOCHE WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **SAN LUIS WATER DISTRICT**

By: _____

Title: _____

Date: _____

Agency Name: **ORO LOMA WATER DISTRICT**

By: STEVE SLOAN

Name: _____

Title: PRESIDENT

Date: 9/12/18

Agency Name: **PACHECO WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PANOCHE WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **SAN LUIS WATER DISTRICT**

By: _____

Name: Bill Diedrich

Title: President

Date: 3-6-17

Agency Name: **SANTA NELLA COUNTY WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Title: _____

Date: _____

Agency Name: **ORO LOMA WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PACHECO WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: PANOCHE WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: SAN LUIS WATER DISTRICT

By: _____

Title: _____

Date: _____

Agency Name: **ORO LOMA WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PACHECO WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PANOCHE WATER DISTRICT**

By: _____

Name: John Bennett

Title: President

Date: 3/8/17

Agency Name: **SAN LUIS WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **SANTA NELLA COUNTY WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

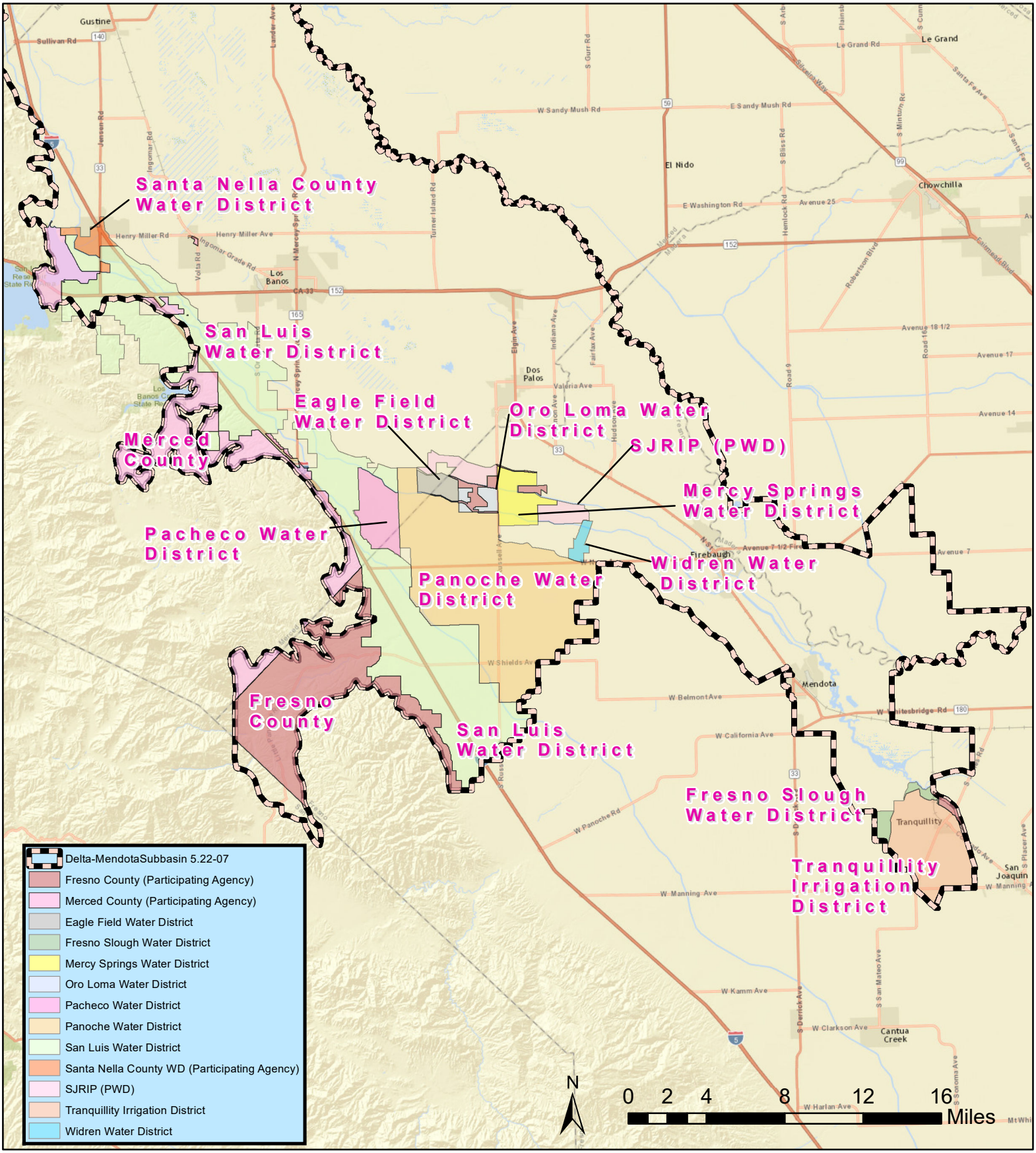
By: _____

Name: Jerome F. Salvador

Title: Board President

Date: 2/15/17

EXHIBIT "A"
MAP OF CENTRAL DM REGION BOUNDARIES



Central Delta-Mendota Region Boundaries

Document Path: X:\Engineering & Planning\Groundwater Management Programs\Sustainability Agency Information\Delta Mendota Subbasin\Central DM Subbasin GSA\Central DM Region Activity Agreement Participants.mxd

EXHIBIT "B"

FORM OF CENTRAL DM REGION SS-MOA

MEMORANDUM OF AGREEMENT FOR
CENTRAL DELTA-MENDOTA REGION
SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES

This MEMORANDUM OF AGREEMENT FOR CENTRAL DELTA-MENDOTA REGION GROUNDWATER MANAGEMENT ACT SERVICES ("SS-MOA"), is made effective as of February 15, 2017 (the "Effective Date"), by and between the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California ("Authority"), and _____, a _____ ("SS-MOA Participant") Unless expressly and differently defined in this MOA, capitalized terms used in this MOA shall have the meanings set forth in Section 2 of Appendix 1 to this MOA, a copy of which is attached hereto and by this reference incorporated herein.

1. RECITALS

a. The Authority and certain of its member agencies have entered into that certain Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement (the "Activity Agreement") to efficiently and cost-effectively obtain services from the Authority to assist the Activity Agreement Members acting through individual or multi-agency groundwater sustainability agencies that are independent and separate from the Authority in complying with the Sustainable Groundwater Management Act (the "Act"). Appendix 1 incorporated into this MOA is a copy of the Activity Agreement.

b. The SS-MOA Participant is not a member of the Authority but is a County, local agency or mutual water company with jurisdictional boundaries including lands that are subject to the Act and that are located in a portion of the Delta-Mendota Subbasin number 5-22.07 of the San Joaquin Valley Groundwater Basin identified in the California Department of Water Resources ("DWR") Bulletin 118 (the "DM Subbasin"), said portion being designated as the Central Delta-Mendota Region ("Central DM Region") as its boundaries may be modified from time to time.

c. The SS-MOA Participant is empowered by statute to exercise powers

under the Act and is or will become either its own groundwater sustainability agency or part of a multi-agency groundwater sustainability agency within the boundaries of the Central DM Region that is independent and separate from the Authority.

d. The SS-MOA Participant has the power to enter into agreements with other public agencies or private entities, including for purposes of assuring that lands within its boundaries are within the coverage of a groundwater sustainability plan as required by the Act.

e. The Activity Agreement contemplates that the "Activity Participants" under the Activity Agreement shall be comprised of the Activity Agreement Members, this SS-MOA Participant, and all other local agencies participating through separate Memoranda of Agreement that contain substantially the same terms as contained in this Memorandum of Agreement.

f. The objective of the SS-MOA Participant under this Memorandum of Agreement is to obtain coordinated access to the administrative and technical resources and services available through the Authority and to provide the mechanisms to share the benefits and expenses of obtaining such resources and services to assist in 1) as requested, the formation of a multi-agency groundwater sustainability agency in the Central Delta-Mendota Sub-Basin of the Delta-Mendota Basin that is separate and independent from the Authority; and 2) the planning, preparation and potential assistance with implementation of a groundwater sustainability plan for the Central DM Region; and 3) for coordination with other such plans within the Delta-Mendota Subbasin or other subbasins as may be required by the Act.

g. The SS-MOA Participant expressly intends that neither the Authority nor the Activity Agreement Members or other local agencies participating through their separate Memoranda of Agreement acting through the Activity Agreement Management Committee (as defined in the Activity Agreement) will have the authority to limit or interfere with the respective participants' rights and authorities over their own internal matters, including but not limited to, an Activity Participant's surface water supplies, groundwater supplies, facilities, operations and water management, subject to terms of the 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 Authority and the SS-MOA Participant

agree as follows:

Section 1. The SS-MOA Participant hereby agrees to be bound by and to perform the obligations of SS-MOA Participants established under the Activity Agreement, and the Authority agrees that the SS-MOA Participant so agreeing and performing shall have the rights and be entitled to share in the benefits of the activities under the SGMA Services Activity Agreement on the terms and conditions described in the Activity Agreement, Appendix 1 incorporated by reference into this MOA.

Section 2. The Authority and the SS-MOA Participant acknowledge and agree that although the SS-MOA Participant is not a signatory to the Activity Agreement for the Central DM Region, the SS-MOA Participant shall be, in all respects, entitled to representation and to vote as part of the Management Committee as described in Section 6 of the Activity Agreement.

Section 3. Miscellaneous Provisions.

3.1 Amendments, This SS-MOA may be amended in writing by the Authority and the SS-MOA Participant.

3.2 Assignment; Binding on Successors. Except as otherwise provided in this SS-MOA, the rights and duties of the SS-MOA Participant may not be assigned or delegated without the written consent of the Authority. Any attempt to assign or delegate such rights or duties in contravention of this SS-MOA 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 Authority then in effect. This SS-MOA shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the SS-MOA Participant.

3.3 Counterparts. This SS-MOA may be executed by the Authority and the SS-MOA Participant 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.

3.4 Governing Law. This SS-MOA shall be governed by the laws of the State of California.

3.5 Severability. If one or more clauses, sentences, paragraphs or provisions of this SS-MOA shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the SS-MOA Participant and the Authority that the remainder of the Activity Agreement shall not be

affected thereby.

3.6 Headings. The titles of sections of this SS-MOA are for convenience only and no presumption or implication of the intent of the SS-MOA Participant and the Authority as to the construction of this SS-MOA shall be drawn therefrom.

IN WITNESS WHEREOF, the Authority and the SS-MOA Participant have executed this Memorandum of Agreement as of the date first above written.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

SS-MOA PARTICIPANT

_____

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX 1

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
CENTRAL DELTA-MENDOTA REGION
SUSTAINABLE GROUNDWATER MANAGEMENT ACT
SERVICES ACTIVITY AGREEMENT

EXHIBIT "C"
CENTRAL DM REGION
ACTIVITY PARTICIPANT PARTICIPATION PERCENTAGES

Agency/GSA Name	Participation Status	Participation Percentage	GSA Total Allocation
Central DM Region Multi-Agency GSA			**94%**
Eagle Field Water District	Member	6% GSA Allocation	
Fresno County	SS-MOA Participant	12.5% GSA Allocation	
Fresno Slough Water District	Member	6% GSA Allocation	
Merced County	SS-MOA Participant	8.8% GSA Allocation	
Mercy Springs Water District	Member	7.1% GSA Allocation	
Oro Loma Water District	Member	6% GSA Allocation	
Pacheco Water District	Member	6.6% GSA Allocation	
Panoche Water District	Member	14.5% GSA Allocation	
San Luis Water District	Member	18.5% GSA Allocation	
Santa Nella County Water District	SS-MOA Participant	6% GSA Allocation	
Tranquillity Irrigation District	Member	8% GSA Allocation	
		100%	
Widren Water District GSA			**6%**
Widren Water District	SS-MOA Participant	100% GSA Allocation	
			100%

Dated Effective as of: March 1, 2017

By: AJG
CHKD:-
Date: 2/16/2017

Central Delta-Mendota Region
SGMA Services Activity Agreement/MOA
Cost Share

						Current Year Projected Costs	**$560,600.50**
Central Delta-Mendota Region Cost Allocation	**Central DM Multi-Agency GSA**	**Agency**	**Service Area (acres)**	**% of Central DM Region Acreage**	**GSA Total Allocation**	**Contribution %**	**Projected Costs**
		Eagle Field Water District	1,325	0.80%	94%	6.0%	$31,617.87
		Fresno County	29,728	17.93%		12.5%	$65,758.80
		Fresno Slough Water District	1,459	0.88%		6.0%	$31,617.87
		Merced County	14,176	8.55%		8.8%	$46,322.90
		Mercy Springs Water District	6,945	4.19%		7.1%	$37,286.06
		Oro Loma Water District	1,258	0.76%		6.0%	$31,617.87
		Pacheco Water District	4,999	3.02%		6.6%	$34,854.07
		Panoche Water District	38,317	23.12%		14.5%	$76,492.79
		San Luis Water District	55,316	33.37%		18.5%	$97,737.06
		Santa Nella County Water District	1,488	0.90%		6.0%	$31,617.87
		Tranquillity Irrigation District	10,750	6.49%		8.0%	$42,041.31
		Central DM Multi-Agency GSA Total	*165,761*	*100%*		*100%*	*$526,964.47*
	Widren GSA				6%		
		Widren GSA Total	*877*	*0.53%*		*6%*	*$33,636*
		Central DM Sub-Basin Region Total	**166,638**		**100%**		**$560,600.50**

MEMORANDUM OF AGREEMENT FOR CENTRAL DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES

This MEMORANDUM OF AGREEMENT FOR CENTRAL DELTA-MENDOTA REGION GROUNDWATER MANAGEMENT ACT SERVICES ("SS-MOA"), is made effective as of February 15, 2017 (the "Effective Date"), by and between the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California ("Authority"), and the County of Fresno, a political subdivision of the State of California ("SS-MOA Participant"). Unless expressly and differently defined in this MOA, capitalized terms used in this MOA shall have the meanings set forth in Section 2 of Appendix 1 to this MOA, a copy of which is attached hereto and by this reference incorporated herein.

1. RECITALS

a. The Authority and certain of its member agencies have entered into that certain Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement (the "Activity Agreement") to efficiently and cost-effectively obtain services from the Authority to assist the Activity Agreement Members acting through individual or multi-agency groundwater sustainability agencies that are independent and separate from the Authority in complying with the Sustainable Groundwater Management Act (the "Act"). Appendix 1 incorporated into this MOA is a copy of the Activity Agreement.

b. The SS-MOA Participant is not a member of the Authority but is a County, local agency or mutual water company with jurisdictional boundaries including lands that are subject to the Act and that are located in a portion of the Delta-Mendota Subbasin number 5-22.07 of the San Joaquin Valley Groundwater Basin identified in the California Department of Water Resources ("DWR") Bulletin 118 (the "DM Subbasin"), said portion being designated as the Central Delta-Mendota Region ("Central DM Region") as its boundaries may be modified from time to time.

c. The SS-MOA Participant is empowered by statute to exercise powers

under the Act and is or will become either its own groundwater sustainability agency or part of a multi-agency groundwater sustainability agency within the boundaries of the Central DM Region that is independent and separate from the Authority.

d. The SS-MOA Participant has the power to enter into agreements with other public agencies or private entities, including for purposes of assuring that lands within its boundaries are within the coverage of a groundwater sustainability plan as required by the Act.

e. The Activity Agreement contemplates that the "Activity Participants" under the Activity Agreement shall be comprised of the Activity Agreement Members, this SS-MOA Participant, and all other local agencies participating through separate Memoranda of Agreement that contain substantially the same terms as contained in this Memorandum of Agreement.

f. The objective of the SS-MOA Participant under this Memorandum of Agreement is to obtain coordinated access to the administrative and technical resources and services available through the Authority and to provide the mechanisms to share the benefits and expenses of obtaining such resources and services to assist in 1) as requested, the formation of a multi-agency groundwater sustainability agency in the Central Delta-Mendota Sub-Basin of the Delta-Mendota Basin that is separate and independent from the Authority; and 2) the planning, preparation and potential assistance with implementation of a groundwater sustainability plan for the Central DM Region; and 3) for coordination with other such plans within the Delta-Mendota Subbasin or other subbasins as may be required by the Act.

g. The SS-MOA Participant expressly intends that neither the Authority nor the Activity Agreement Members or other local agencies participating through their separate Memoranda of Agreement acting through the Activity Agreement Management Committee (as defined in the Activity Agreement) will have the authority to limit or interfere with the respective participants' rights and authorities over their own internal matters, including but not limited to, an Activity Participant's surface water supplies, groundwater supplies, facilities, operations and water management, subject to terms of the 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 Authority and the SS-MOA Participant

agree as follows:

Section 1. The SS-MOA Participant hereby agrees to be bound by and to perform the obligations of SS-MOA Participants established under the Activity Agreement, and the Authority agrees that the SS-MOA Participant so agreeing and performing shall have the rights and be entitled to share in the benefits of the activities under the SGMA Services Activity Agreement on the terms and conditions described in the Activity Agreement, Appendix 1 incorporated by reference into this MOA.

Section 2. The Authority and the SS-MOA Participant acknowledge and agree that although the SS-MOA Participant is not a signatory to the Activity Agreement for the Central DM Region, the SS-MOA Participant shall be, in all respects, entitled to representation and to vote as part of the Management Committee as described in Section 6 of the Activity Agreement.

Section 3. Miscellaneous Provisions.

3.1 Amendments. This SS-MOA may be amended in writing by the Authority and the SS-MOA Participant.

3.2 Assignment; Binding on Successors. Except as otherwise provided in this SS-MOA, the rights and duties of the SS-MOA Participant may not be assigned or delegated without the written consent of the Authority. Any attempt to assign or delegate such rights or duties in contravention of this SS-MOA 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 Authority then in effect. This SS-MOA shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the SS-MOA Participant.

3.3 Counterparts. This SS-MOA may be executed by the Authority and the SS-MOA Participant 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.

3.4 Governing Law. This SS-MOA shall be governed by the laws of the State of California.

3.5 Severability. If one or more clauses, sentences, paragraphs or provisions of this SS-MOA shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the SS-MOA Participant and the Authority that the remainder of the Activity Agreement shall not be

affected thereby.

3.6 Headings. The titles of sections of this SS-MOA are for convenience only and no presumption or implication of the intent of the SS-MOA Participant and the Authority as to the construction of this SS-MOA shall be drawn therefrom.

IN WITNESS WHEREOF, the Authority and the SS-MOA Participant have executed this Memorandum of Agreement as of the date first above written.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
By: _____
Name: Frances C. Mizuno
Title: Assistant Executive Director
Date: March 30, 2017

SS-MOA PARTICIPANT
COUNTY OF FRESNO

_____
Brian Pacheco, Chairman
Board of Supervisors

ATTEST:
Bernice E. Seidel, Clerk
Board of Supervisors
By _____, Deputy

REVIEWED AND RECOMMENDED FOR APPROVAL

By: _____
Steven E. White, Director
Department of Public Works and Planning

APPROVED AS TO ACCOUNTING FORM
Oscar J. Garcia, CPA
Auditor-Controller/ Treasurer-Tax Collector

By _____
Deputy

APPROVED AS TO LEGAL FORM
Daniel C. Cederborg
County Counsel

By: _____
Deputy

FOR ACCOUNTING USE ONLY
Fund: 0001
Subclass 10000
Org. No 4360-1250
Account 7295

MEMORANDUM OF AGREEMENT FOR CENTRAL DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES

This MEMORANDUM OF AGREEMENT FOR CENTRAL DELTA-MENDOTA REGION GROUNDWATER MANAGEMENT ACT SERVICES ("SS-MOA"), is made effective as of March 7, 2017 (the "Effective Date"), by and between the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California ("Authority"), and the County of Merced, a political subdivision of the State of California ("SS-MOA Participant") Unless expressly and differently defined in this MOA, capitalized terms used in this MOA shall have the meanings set forth in Section 2 of Appendix 1 to this MOA, a copy of which is attached hereto and by this reference incorporated herein.

1. RECITALS

a. The Authority and certain of its member agencies have entered into that certain Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement (the "Activity Agreement") to efficiently and cost-effectively obtain services from the Authority to assist the Activity Agreement Members acting through individual or multi-agency groundwater sustainability agencies that are independent and separate from the Authority in complying with the Sustainable Groundwater Management Act (the "Act"). Appendix 1 incorporated into this MOA is a copy of the Activity Agreement.

b. The SS-MOA Participant is not a member of the Authority but is a County, local agency or mutual water company with jurisdictional boundaries including lands that are subject to the Act and that are located in a portion of the Delta-Mendota Subbasin number 5-22.07 of the San Joaquin Valley Groundwater Basin identified in the California Department of Water Resources ("DWR") Bulletin 118 (the "DM Subbasin"), said portion being designated as the Central Delta-Mendota Region ("Central DM Region") as its boundaries may be modified from time to time.

c. The SS-MOA Participant is empowered by statute to exercise powers

Merced County Contract No. 2017033

under the Act and is or will become either its own groundwater sustainability agency or part of a multi-agency groundwater sustainability agency within the boundaries of the Central DM Region that is independent and separate from the Authority.

d. The SS-MOA Participant has the power to enter into agreements with other public agencies or private entities, including for purposes of assuring that lands within its boundaries are within the coverage of a groundwater sustainability plan as required by the Act.

e. The Activity Agreement contemplates that the "Activity Participants" under the Activity Agreement shall be comprised of the Activity Agreement Members, this SS-MOA Participant, and all other local agencies participating through separate Memoranda of Agreement that contain substantially the same terms as contained in this Memorandum of Agreement.

f. The objective of the SS-MOA Participant under this Memorandum of Agreement is to obtain coordinated access to the administrative and technical resources and services available through the Authority and to provide the mechanisms to share the benefits and expenses of obtaining such resources and services to assist in 1) as requested, the formation of a multi-agency groundwater sustainability agency in the Central Delta-Mendota Sub-Basin of the Delta-Mendota Basin that is separate and independent from the Authority; and 2) the planning, preparation and potential assistance with implementation of a groundwater sustainability plan for the Central DM Region; and 3) for coordination with other such plans within the Delta-Mendota Subbasin or other subbasins as may be required by the Act.

g. The SS-MOA Participant expressly intends that neither the Authority nor the Activity Agreement Members or other local agencies participating through their separate Memoranda of Agreement acting through the Activity Agreement Management Committee (as defined in the Activity Agreement) will have the authority to limit or interfere with the respective participants' rights and authorities over their own internal matters, including but not limited to, an Activity Participant's surface water supplies, groundwater supplies, facilities, operations and water management, subject to terms of the 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 Authority and the SS-MOA Participant

agree as follows:

Section 1. The SS-MOA Participant hereby agrees to be bound by and to perform the obligations of SS-MOA Participants established under the Activity Agreement, and the Authority agrees that the SS-MOA Participant so agreeing and performing shall have the rights and be entitled to share in the benefits of the activities under the SGMA Services Activity Agreement on the terms and conditions described in the Activity Agreement, Appendix 1 incorporated by reference into this MOA.

Section 2. The Authority and the SS-MOA Participant acknowledge and agree that although the SS-MOA Participant is not a signatory to the Activity Agreement for the Central DM Region, the SS-MOA Participant shall be, in all respects, entitled to representation and to vote as part of the Management Committee as described in Section 6 of the Activity Agreement.

Section 3. Miscellaneous Provisions.

3.1 Amendments. This SS-MOA may be amended in writing by the Authority and the SS-MOA Participant.

3.2 Assignment; Binding on Successors. Except as otherwise provided in this SS-MOA, the rights and duties of the SS-MOA Participant may not be assigned or delegated without the written consent of the Authority. Any attempt to assign or delegate such rights or duties in contravention of this SS-MOA 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 Authority then in effect. This SS-MOA shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the SS-MOA Participant.

3.3 Counterparts. This SS-MOA may be executed by the Authority and the SS-MOA Participant 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.

3.4 Governing Law. This SS-MOA shall be governed by the laws of the State of California.

3.5 Severability. If one or more clauses, sentences, paragraphs or provisions of this SS-MOA shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the SS-MOA Participant and the Authority that the remainder of the Activity Agreement shall not be

affected thereby.

3.6 Headings. The titles of sections of this SS-MOA are for convenience only and no presumption or implication of the intent of the SS-MOA Participant and the Authority as to the construction of this SS-MOA shall be drawn therefrom.

IN WITNESS WHEREOF, the Authority and the SS-MOA Participant have executed this Memorandum of Agreement as of the date first above written.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: Frances C. Mizuno
Name: Frances C. Mizuno
Title: Assistant Executive Director
Date: 3/14/17

SS-MOA PARTICIPANT

County of Merced

By: _____
Name: Daron McDaniel
Title: Chairman
Date: _____

Approved as to form:

By: _____
Name: James N. Fincher Jeffrey B. Grant
Title: Merced County Counsel
Date: 3/1/17

MEMORANDUM OF AGREEMENT FOR
CENTRAL DELTA-MENDOTA REGION
SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES

This MEMORANDUM OF AGREEMENT FOR CENTRAL DELTA-MENDOTA REGION GROUNDWATER MANAGEMENT ACT SERVICES ("SS-MOA"), is made effective as of February 15, 2017 (the "Effective Date"), by and between the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California ("Authority"), and SANTA NELLA COUNTY WATER DISTRICT ("SS-MOA Participant") Unless expressly and differently defined in this MOA, capitalized terms used in this MOA shall have the meanings set forth in Section 2 of Appendix 1 to this MOA, a copy of which is attached hereto and by this reference incorporated herein.

1. RECITALS

a. The Authority and certain of its member agencies have entered into that certain Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement (the "Activity Agreement") to efficiently and cost-effectively obtain services from the Authority to assist the Activity Agreement Members acting through individual or multi-agency groundwater sustainability agencies that are independent and separate from the Authority in complying with the Sustainable Groundwater Management Act (the "Act"). Appendix 1 incorporated into this MOA is a copy of the Activity Agreement.

b. The SS-MOA Participant is not a member of the Authority but is a County, local agency or mutual water company with jurisdictional boundaries including lands that are subject to the Act and that are located in a portion of the Delta-Mendota Subbasin number 5-22.07 of the San Joaquin Valley Groundwater Basin identified in the California Department of Water Resources ("DWR") Bulletin 118 (the "DM Subbasin"), said portion being designated as the Central Delta-Mendota Region ("Central DM Region") as its boundaries may be modified from time to time.

c. The SS-MOA Participant is empowered by statute to exercise powers

under the Act and is or will become either its own groundwater sustainability agency or part of a multi-agency groundwater sustainability agency within the boundaries of the Central DM Region that is independent and separate from the Authority.

d. The SS-MOA Participant has the power to enter into agreements with other public agencies or private entities, including for purposes of assuring that lands within its boundaries are within the coverage of a groundwater sustainability plan as required by the Act.

e. The Activity Agreement contemplates that the "Activity Participants" under the Activity Agreement shall be comprised of the Activity Agreement Members, this SS-MOA Participant, and all other local agencies participating through separate Memoranda of Agreement that contain substantially the same terms as contained in this Memorandum of Agreement.

f. The objective of the SS-MOA Participant under this Memorandum of Agreement is to obtain coordinated access to the administrative and technical resources and services available through the Authority and to provide the mechanisms to share the benefits and expenses of obtaining such resources and services to assist in 1) as requested, the formation of a multi-agency groundwater sustainability agency in the Central Delta-Mendota Sub-Basin of the Delta-Mendota Basin that is separate and independent from the Authority; and 2) the planning, preparation and potential assistance with implementation of a groundwater sustainability plan for the Central DM Region; and 3) for coordination with other such plans within the Delta-Mendota Subbasin or other subbasins as may be required by the Act.

g. The SS-MOA Participant expressly intends that neither the Authority nor the Activity Agreement Members or other local agencies participating through their separate Memoranda of Agreement acting through the Activity Agreement Management Committee (as defined in the Activity Agreement) will have the authority to limit or interfere with the respective participants' rights and authorities over their own internal matters, including but not limited to, an Activity Participant's surface water supplies, groundwater supplies, facilities, operations and water management, subject to terms of the 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 Authority and the SS-MOA Participant

agree as follows:

Section 1. The SS-MOA Participant hereby agrees to be bound by and to perform the obligations of SS-MOA Participants established under the Activity Agreement, and the Authority agrees that the SS-MOA Participant so agreeing and performing shall have the rights and be entitled to share in the benefits of the activities under the SGMA Services Activity Agreement on the terms and conditions described in the Activity Agreement, Appendix 1 incorporated by reference into this MOA.

Section 2. The Authority and the SS-MOA Participant acknowledge and agree that although the SS-MOA Participant is not a signatory to the Activity Agreement for the Central DM Region, the SS-MOA Participant shall be, in all respects, entitled to representation and to vote as part of the Management Committee as described in Section 6 of the Activity Agreement.

Section 3. Miscellaneous Provisions.

3.1 Amendments. This SS-MOA may be amended in writing by the Authority and the SS-MOA Participant.

3.2 Assignment; Binding on Successors. Except as otherwise provided in this SS-MOA, the rights and duties of the SS-MOA Participant may not be assigned or delegated without the written consent of the Authority. Any attempt to assign or delegate such rights or duties in contravention of this SS-MOA 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 Authority then in effect. This SS-MOA shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the SS-MOA Participant.

3.3 Counterparts. This SS-MOA may be executed by the Authority and the SS-MOA Participant 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.

3.4 Governing Law. This SS-MOA shall be governed by the laws of the State of California.

3.5 Severability. If one or more clauses, sentences, paragraphs or provisions of this SS-MOA shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the SS-MOA Participant and the Authority that the remainder of the Activity Agreement shall not be

affected thereby.

3.6 Headings. The titles of sections of this SS-MOA are for convenience only and no presumption or implication of the intent of the SS-MOA Participant and the Authority as to the construction of this SS-MOA shall be drawn therefrom.

IN WITNESS WHEREOF, the Authority and the SS-MOA Participant have executed this Memorandum of Agreement as of the date first above written.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: Frances C. Mizuno
Name: Frances C. Mizuno
Title: Assistant Executive Director
Date: March 28, 2017

SS-MOA PARTICIPANT

_____

By: _____
Name: _____
Title: _____
Date: _____

and no presumption or implication of the intent of the SS-MOA Participant and the Authority as to the construction of this SS-MOA shall be drawn therefrom.

IN WITNESS WHEREOF, the Authority and the SS-MOA Participant have executed this Memorandum of Agreement as of the date first above written.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

SS-MOA PARTICIPANT

Santa Nella County Water District

By: _____

Name: Amy Montgomery

Title: General Manager

Date: February 15, 2017

MEMORANDUM OF AGREEMENT FOR
CENTRAL DELTA-MENDOTA REGION
SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES

This MEMORANDUM OF AGREEMENT FOR CENTRAL DELTA-MENDOTA REGION GROUNDWATER MANAGEMENT ACT SERVICES ("SS-MOA"), is made effective as of February 15, 2017 (the "Effective Date"), by and between the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California ("Authority"), and WIDREN WATER DISTRICT a _____ ("SS-MOA Participant") Unless expressly and differently defined in this MOA, capitalized terms used in this MOA shall have the meanings set forth in Section 2 of Appendix 1 to this MOA, a copy of which is attached hereto and by this reference incorporated herein.

1. RECITALS

a. The Authority and certain of its member agencies have entered into that certain Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement (the "Activity Agreement") to efficiently and cost-effectively obtain services from the Authority to assist the Activity Agreement Members acting through individual or multi-agency groundwater sustainability agencies that are independent and separate from the Authority in complying with the Sustainable Groundwater Management Act (the "Act"). Appendix 1 incorporated into this MOA is a copy of the Activity Agreement.

b. The SS-MOA Participant is not a member of the Authority but is a County, local agency or mutual water company with jurisdictional boundaries including lands that are subject to the Act and that are located in a portion of the Delta-Mendota Subbasin number 5-22.07 of the San Joaquin Valley Groundwater Basin identified in the California Department of Water Resources ("DWR") Bulletin 118 (the "DM Subbasin"), said portion being designated as the Central Delta-Mendota Region ("Central DM Region") as its boundaries may be modified from time to time.

c. The SS-MOA Participant is empowered by statute to exercise powers

under the Act and is or will become either its own groundwater sustainability agency or part of a multi-agency groundwater sustainability agency within the boundaries of the Central DM Region that is independent and separate from the Authority.

d. The SS-MOA Participant has the power to enter into agreements with other public agencies or private entities, including for purposes of assuring that lands within its boundaries are within the coverage of a groundwater sustainability plan as required by the Act.

e. The Activity Agreement contemplates that the "Activity Participants" under the Activity Agreement shall be comprised of the Activity Agreement Members, this SS-MOA Participant, and all other local agencies participating through separate Memoranda of Agreement that contain substantially the same terms as contained in this Memorandum of Agreement.

f. The objective of the SS-MOA Participant under this Memorandum of Agreement is to obtain coordinated access to the administrative and technical resources and services available through the Authority and to provide the mechanisms to share the benefits and expenses of obtaining such resources and services to assist in 1) as requested, the formation of a multi-agency groundwater sustainability agency in the Central Delta-Mendota Sub-Basin of the Delta-Mendota Basin that is separate and independent from the Authority; and 2) the planning, preparation and potential assistance with implementation of a groundwater sustainability plan for the Central DM Region; and 3) for coordination with other such plans within the Delta-Mendota Subbasin or other subbasins as may be required by the Act.

g. The SS-MOA Participant expressly intends that neither the Authority nor the Activity Agreement Members or other local agencies participating through their separate Memoranda of Agreement acting through the Activity Agreement Management Committee (as defined in the Activity Agreement) will have the authority to limit or interfere with the respective participants' rights and authorities over their own internal matters, including but not limited to, an Activity Participant's surface water supplies, groundwater supplies, facilities, operations and water management, subject to terms of the 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 Authority and the SS-MOA Participant

agree as follows:

Section 1. The SS-MOA Participant hereby agrees to be bound by and to perform the obligations of SS-MOA Participants established under the Activity Agreement, and the Authority agrees that the SS-MOA Participant so agreeing and performing shall have the rights and be entitled to share in the benefits of the activities under the SGMA Services Activity Agreement on the terms and conditions described in the Activity Agreement, Appendix 1 incorporated by reference into this MOA.

Section 2. The Authority and the SS-MOA Participant acknowledge and agree that although the SS-MOA Participant is not a signatory to the Activity Agreement for the Central DM Region, the SS-MOA Participant shall be, in all respects, entitled to representation and to vote as part of the Management Committee as described in Section 6 of the Activity Agreement.

Section 3. Miscellaneous Provisions.

3.1 Amendments. This SS-MOA may be amended in writing by the Authority and the SS-MOA Participant.

3.2 Assignment; Binding on Successors. Except as otherwise provided in this SS-MOA, the rights and duties of the SS-MOA Participant may not be assigned or delegated without the written consent of the Authority. Any attempt to assign or delegate such rights or duties in contravention of this SS-MOA 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 Authority then in effect. This SS-MOA shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the SS-MOA Participant.

3.3 Counterparts. This SS-MOA may be executed by the Authority and the SS-MOA Participant 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.

3.4 Governing Law. This SS-MOA shall be governed by the laws of the State of California.

3.5 Severability. If one or more clauses, sentences, paragraphs or provisions of this SS-MOA shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the SS-MOA Participant and the Authority that the remainder of the Activity Agreement shall not be

affected thereby.

3.6 Headings. The titles of sections of this SS-MOA are for convenience only and no presumption or implication of the intent of the SS-MOA Participant and the Authority as to the construction of this SS-MOA shall be drawn therefrom.

IN WITNESS WHEREOF, the Authority and the SS-MOA Participant have executed this Memorandum of Agreement as of the date first above written.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: Frances C. Mizuno
Name: Frances C. Mizuno
Title: Assistant Executive Director
Date: March 30, 2017

SS-MOA PARTICIPANT

_____

By: Jean Sagouspe
Name: JEAN SAGOUSPE
Title: Gen Manager
Date: 3-23-17

6-22-2017

FIRST AMENDMENT TO
CENTRAL DELTA-MENDOTA REGION
SUSTAINABLE GROUNDWATER MANAGEMENT ACT
SERVICES ACTIVITY AGREEMENT
AND CONSENT OF SS-MOA PARTICIPANTS

1. RECITALS

A. The San Luis & Delta-Mendota Water Authority ("Authority") and Eagle Field Water District; Mercy Springs Water District; Pacheco Water District; Panoche Water District; San Luis Water District; Tranquillity Irrigation District; and Fresno Slough Water District, its members who have executed that certain Central Delta-Mendota Region Sustainable Groundwater Management Act ("SGMA") Services Activity Agreement (the "Activity Agreement Members" and "Activity Agreement," respectively contemplated participation by the Oro Loma Water District, which initially authorized execution of the Activity Agreement and was included as an Activity Agreement Member on the Final 2-10-2017 Agreement executed by the other parties.

B. Oro Loma Water District subsequently rescinded that authorization and never executed the Activity Agreement.

C. The Activity Agreement imposed a deadline of February 28, 2017, as the date by which all Activity Agreement Members and SS-MOA Participants must execute their respective agreements or receive additional approvals to participate.

D. Not all of the contemplated initial Activity Agreement Members were able to act by the February 28, 2017 deadline for participation as initial members.

E. The Activity Agreement also contemplated participation through Memoranda of Agreement by an initial group of SS-MOA Participants, including Fresno County; Merced County; and Santa Nella County Water District, all of whom have executed Memoranda of Agreement but some of whom were not able to act by the February 28, 2017, deadline for participation by initial members.

F. The Authority and Activity Agreement Members desire to amend the Agreement so that the Oro Loma Water District is not mentioned in the Activity Agreement; is omitted from the Exhibit "A" map describing the boundaries of the Activity Agreement Participants; and is not assigned a Participation Percentage under Exhibit "C" to the Activity Agreement so that the Participation Percentages are allocated only to the Activity Agreement Members and SS-MOA Participants.

G. The Authority and the Activity Agreement Members desire to amend the Agreement so that Activity Agreement Members and SS-MOA Participants who have approved and executed their respective forms of Agreement prior to April 30, 2017, are treated as initial Activity Agreement Participants and not as parties who may be admitted to participation only through Amendment of the Activity Agreement, special recommendation of the Management Committee and additional approval by the Board of Directors.

H. The Authority and the Activity Agreement Members also desire to correct a clerical error by eliminating the signature block on the Activity Agreement for the Santa Nella County Water District, which is not an Activity Agreement Member but has signed a Memorandum of Agreement and is a SS-MOA Participant.

I. Section 19.1 of the Activity Agreement authorizes an amendment in writing by the Authority and the Activity Agreement Members, with approval of the SS-MOA Participants.

AGREEMENT

NOW, THEREFORE, in consideration of the true and correct facts recited above, the Activity Agreement Members and the Authority agree as follows:

2. **AMENDMENTS TO REMOVE PARTICIPATION BY ORO LOMA WATER DISTRICT.**

2.1. Introductory Paragraph of Activity Agreement. The name "Oro Loma Water District" is omitted from the listing of Authority Members who execute this Agreement.

2.2. Oro Loma Signature Block. The signature block for Oro Loma Water District is deleted from the Activity Agreement.

2.3. Exhibit "A" Replaced. The map attached to the Activity Agreement as Exhibit "A" that included Oro Loma Water District is hereby replaced with Exhibit "A" attached to this First Amendment.

2.4 Exhibit C, Participation Percentages Replaced. The Participation Percentages attached to the Activity Agreement as Exhibit "C" is hereby superseded and replaced by Exhibit "C" attached to this First Amendment, omitting Oro Loma Water District and reallocating participation percentages among the remaining Activity Agreement Participants.

3. AMENDMENTS TO TREAT AS INITIAL ACTIVITY AGREEMENT PARTICIPANTS ACTIVITY AGREEMENT MEMBERS AND SS-MOA PARTICIPANTS WHO EXECUTED THEIR RESPECTIVE FORMS OF AGREEMENT PRIOR TO APRIL 30, 2017

3.1 Date Change in Section 4.4(b). In Section 4.4(b) of the Activity Agreement, the date "February 28, 2017" is hereby replaced with the date "April 30, 2017."

3.2. Date Changes in Section 15. In Section 15 of the Activity Agreement, the date "February 28, 2017" is hereby replaced each time it occurs with the date "April 30, 2017," for a total of 3 replacements.

4. AMENDMENT TO CORRECT CLERICAL ERROR

The signature block for Santa Nella County Water District was included because of clerical error and is hereby deleted from the Activity Agreement.

5. EFFECT & EFFECTIVE DATE OF FIRST AMENDMENT

5.1 Amendment *Ab Initio*. This First Amendment is intended to modify the Activity Agreement *ab initio* to remove any reference to participation by the Oro Loma Water District; to provide that any Activity Agreement Participant who has executed its respective form of Activity Agreement or Memorandum of Agreement prior to April 30, 2017, has timely acted such that no separate Amendment or procedure for recommendation and approval is required; and to remove the Santa Nella County Water District signature block.

5.2 Modified Activity Agreement. The terms of the Activity Agreement as modified by this First Amendment remain in full force and effect.

F. Effective Date. This First Amendment shall become effective upon its execution by an authorized representative of the Water Authority and a majority of the Activity Agreement Members with the consent of the SS-MOA Participants, which consent may be accomplished by execution of the form attached hereto as Attachment 1.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: Frances C. Mizuno

Name: Frances C. Mizuno

Title: Assistant Executive Director

Date: Nov. 16, 2017

ACTIVITY AGREEMENT MEMBERS

Agency Name: **EAGLE FIELD WATER DISTRICT**

By:

Name: John F. Bennett

Title: Vice President

Date: 8/29/2017

6-22-2017

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

By: _____

Name: Liz Reeves

Title: Manager

Date: 7-21-17

Agency Name: **MERCY SPRINGS WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PACHECO WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

6-22-2017

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **MERCY SPRINGS WATER DISTRICT**

By: _____

Name: Michael Linneman

Title: President

Date: September 25, 2017

Agency Name: **PACHECO WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

6-22-2017

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **MERCY SPRINGS WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PACHECO WATER DISTRICT**

By: [signature]

Name: Aaron Barcellos

Title: President

Date: 8/28/17

6-22-2017

Agency Name: **PANOCHE WATER DISTRICT**

By: _____

Name: John F. Bennett

Title: President

Date: 8/28/2017

Agency Name: **SAN LUIS WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

6-22-2017

Agency Name: **PANOCHE WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **SAN LUIS WATER DISTRICT**

By: Lon M. Martin

Name: LON M. MARTIN

Title: GENERAL MANAGER

Date: JULY 25, 2017

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

6-22-2017

Agency Name: **PANOCHE WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **SAN LUIS WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By: Danny M. Wade

Name: Danny M. Wade

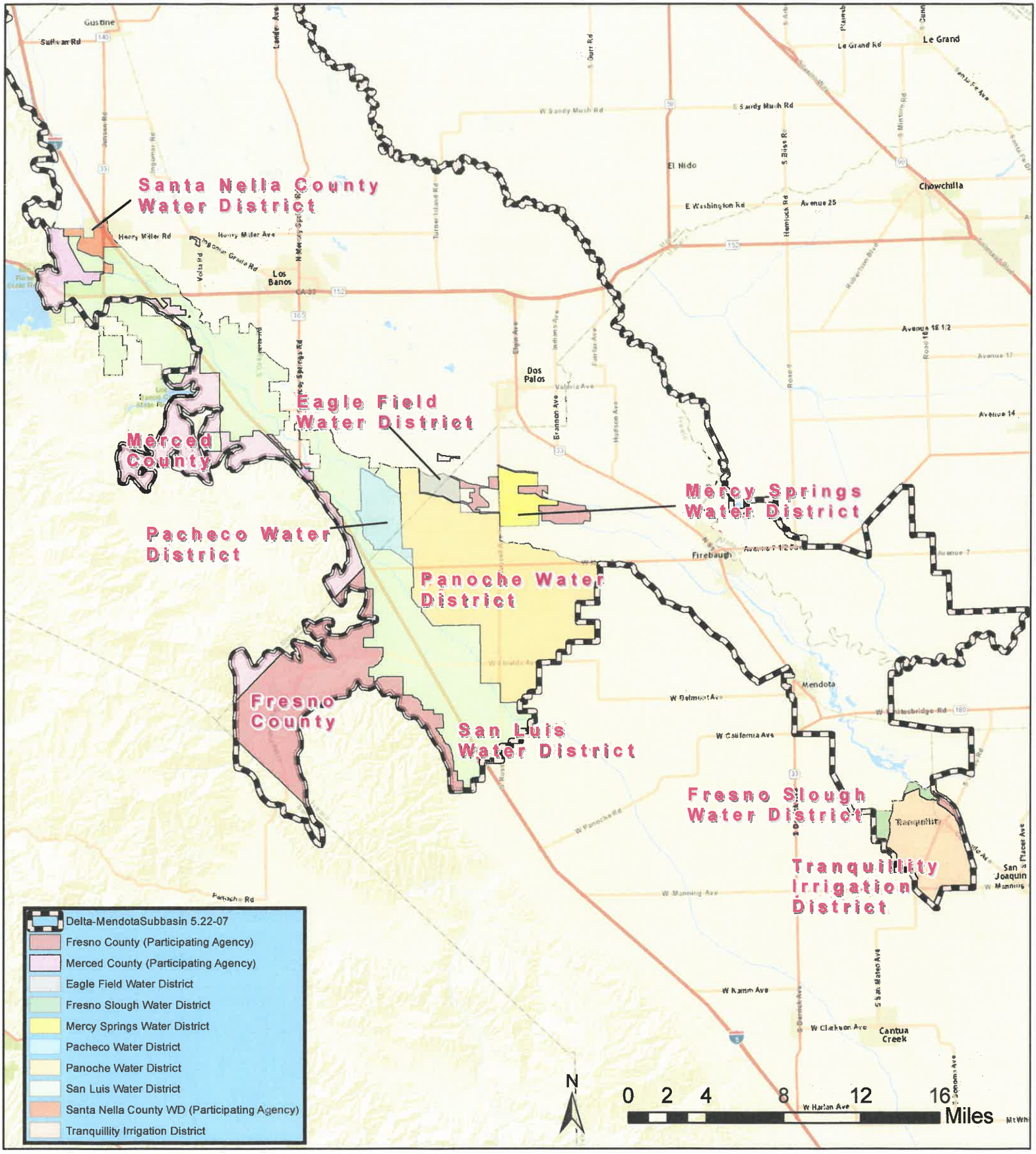
Title: General Manager

Date: 7-21-17

6-22-2017

AMENDED EXHIBIT "A"

MAP OF CENTRAL DM REGION BOUNDARIES



Central Delta-Mendota Region GSA
Local Agency Boundaries

EXHIBIT "C"
CENTRAL DM REGION
ACTIVITY PARTICIPANT PARTICIPATION PERCENTAGES

Agency/GSA Name	Participation Status	Participation Percentage	GSA Total Allocation
Central DM Region Multi-Agency GSA			**94%**
Eagle Field Water District	Member	6% GSA Allocation	
Fresno County	SS-MOA Participant	13.5% GSA Allocation	
Fresno Slough Water District	Member	6% GSA Allocation	
Merced County	SS-MOA Participant	9.5% GSA Allocation	
Mercy Springs Water District	Member	7.6% GSA Allocation	
Pacheco Water District	Member	7.1% GSA Allocation	
Panoche Water District	Member	15.7% GSA Allocation	
San Luis Water District	Member	20.0% GSA Allocation	
Santa Nella County Water District	SS-MOA Participant	6% GSA Allocation	
Tranquillity Irrigation District	Member	8.6% GSA Allocation	
		100%	
Widren Water District GSA			**6%**
Widren Water District	SS-MOA Participant	100% GSA Allocation	
			100%

Dated Effective as of: March 1, 2017

By: AJG
CHKD:-
Date: 4/3/2017

Central Delta-Mendota Region
SGMA Services Activity Agreement/MOA
Cost Share April 2017 Amendment

						Current Year Projected Costs	$572,414.00
Central Delta-Mendota Region Cost Allocation	Central DM Multi-Agency GSA	Agency	Service Area (acres)	% of Central DM Region Acreage	GSA Total Allocation	Contribution %	Projected Costs
		Eagle Field Water District	1,325	0.81%	94%	6.0%	$32,284.15
		Fresno County	29,728	18.07%		13.5%	$72,445.42
		Fresno Slough Water District	1,459	0.89%		6.0%	$32,284.15
		Merced County	14,176	8.62%		9.5%	$51,033.20
		Mercy Springs Water District	6,945	4.22%		7.6%	$41,077.46
		Pacheco Water District	4,999	3.04%		7.1%	$38,398.17
		Panoche Water District	38,317	23.29%		15.7%	$84,270.88
		San Luis Water District	55,316	33.63%		20.0%	$107,675.35
		Santa Nella County Water District	1,488	0.90%		6.0%	$32,284.15
		Tranquillity Irrigation District	10,750	6.53%		8.6%	$46,316.23
		Central DM Multi-Agency GSA Total	*164,503*	*100%*		*100%*	*$538,069.16*
	Widren GSA				6%		
		Widren GSA Total	*877*	*0.53%*		*6%*	*$34,345*
		Central DM Sub-Basin Region Total	**165,380**		**100%**		**$572,414.00**

6-22-2017

ATTACHMENT 1

SS-MOA PARTICIPANT CONSENT TO FIRST AMENDMENT

TO THE CENTRAL DELTA-MENDOTA REGION

SUSTAINABLE GROUNDWATER MANAGEMENT ACT

SERVICES ACTIVITY AGREEMENT

The undersigned duly authorized representative of the SS-MOA Participant that has entered into a Memorandum of Agreement for Central Delta-Mendota Region Sustainable Groundwater Management Act Services with the San Luis & Delta-Mendota Water Authority hereby consents on behalf of such SS-MOA Participant to the First Amendment to the Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement.

SS-MOA PARTICIPANT

Merced County

By: _____

Name: Daron McDaniel

Title: Chairman

Date: AUG 1 5 2017

6-22-2017

ATTACHMENT 1

SS-MOA PARTICIPANT CONSENT TO FIRST AMENDMENT

TO THE CENTRAL DELTA-MENDOTA REGION

SUSTAINABLE GROUNDWATER MANAGEMENT ACT

SERVICES ACTIVITY AGREEMENT

The undersigned duly authorized representative of the SS-MOA Participant that has entered into a Memorandum of Agreement for Central Delta-Mendota Region Sustainable Groundwater Management Act Services with the San Luis & Delta-Mendota Water Authority hereby consents on behalf of such SS-MOA Participant to the First Amendment to the Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement.

SS-MOA PARTICIPANT

Santa Clara County Water District

By: _____

Name: Amy Montgomery

Title: General Manager

Date: 7/5/17

6-22-2017

ATTACHMENT 1

SS-MOA PARTICIPANT CONSENT TO FIRST AMENDMENT

TO THE CENTRAL DELTA-MENDOTA REGION

SUSTAINABLE GROUNDWATER MANAGEMENT ACT

SERVICES ACTIVITY AGREEMENT

The undersigned duly authorized representative of the SS-MOA Participant that has entered into a Memorandum of Agreement for Central Delta-Mendota Region Sustainable Groundwater Management Act Services with the San Luis & Delta-Mendota Water Authority hereby consents on behalf of such SS-MOA Participant to the First Amendment to the Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement.

SS-MOA PARTICIPANT

WIDREN WATER DISTRICT GSA

By: _____

Name: JEAN P. SAGOUSPE

Title: GENERAL MANAGER

Date: 8/28/17

6-22-2017

ATTACHMENT 1

SS-MOA PARTICIPANT CONSENT TO FIRST AMENDMENT

TO THE CENTRAL DELTA-MENDOTA REGION

SUSTAINABLE GROUNDWATER MANAGEMENT ACT

SERVICES ACTIVITY AGREEMENT

The undersigned duly authorized representative of the SS-MOA Participant that has entered into a Memorandum of Agreement for Central Delta-Mendota Region Sustainable Groundwater Management Act Services with the San Luis & Delta-Mendota Water Authority hereby consents on behalf of such SS-MOA Participant to the First Amendment to the Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement.

SS-MOA PARTICIPANT

Fresno County

By: [signature]

Name: Brian Pacheco

Title: Board of Supervisors

Date: 10/17/17

SECOND AMENDMENT TO CENTRAL DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES ACTIVITY AGREEMENT AND CONSENT OF SS-MOA PARTICIPANTS

1. RECITALS

A. The San Luis & Delta-Mendota Water Authority ("Authority") and its members Eagle Field Water District, Mercy Springs Water District, Pacheco Water District, Panoche Water District, San Luis Water District, Tranquillity Irrigation District and Fresno Slough Water District have executed that certain Central Delta-Mendota Region Sustainable Groundwater Management Act ("SGMA") Services Activity Agreement (the "Activity Agreement Members" and "Activity Agreement"), made effective as of February 15, 2017, and that certain First Amendment, made effective as of November 17, 2017 (the "First Amendment").

B. The County of Fresno, the County of Merced, the Santa Nella County Water, and the Widren Water District, non-members of the Authority, have executed Memoranda of Agreement to participate in the Activity Agreement as SS-MOA Participants.

C. The Activity Agreement Members and SS-MOA Participants have also executed that certain First Amendment to the Central Delta-Mendota Region Sustainable Groundwater Management Act ("SGMA") Services Activity Agreement, by the terms of which the withdrawal of Oro Loma Water District from the Activity Agreement was documented.

D. Oro Loma Water District, a Member of the Water Authority, now desires to become a member of the Activity Agreement and is willing to execute this Second Amendment and to accept the benefits and obligations of the Activity Agreement as of the date of this Second Amendment on the terms set forth herein.

E. Section 3 of the Activity Agreement identifies a purpose of the Activity Agreement as to provide the contractual basis for the Activity Agreement Members to utilize the resources of the Authority to assist with "coordination with other such plans within the Delta-Mendota Subbasin and adjoining subbasins as required by SGMA."

F. Section 4.2 of the Activity Agreement lists an authorized activity of the Authority under the Activity Agreement as "[t]o provide services to facilitate coordination among the GSAs in other portions of the DM Subbasin, and GSAs in other subbasins to assist in the

development or implementation of intra-basin or inter-basin Coordination Agreements required by SGMA."

G. Section 5.1 of the Activity Agreement authorizes the Activity Agreement Members "[t]o cooperate, act in conjunction with, and contract with the United States, the State of California, or any agency thereof, Fresno and Merced Counties, and other Members, SS-MOA Participants, and GSAs, or any of them, in the full exercise of the powers of the Activity Participants for purposes of assisting in meeting the procedural requirements for forming a GSA, if so requested, and preparation, adoption and implementation of the Central DM Region GSP and any Coordination Agreements required by SGMA."

H. Representatives selected by the Activity Agreement Members and the SS-MOA Participants comprise the Activity Agreement Management Committee.

I. With the addition of Oro Loma Water District, the Activity Agreement Members and the SS-MOA Participants collectively comprise three (3) GSAs: (1) Central Delta-Mendota Region Multi-Agency GSA, established by memorandum of agreement; (2) the Widren Water District GSA; and (3) the Oro Loma Water District GSA. Separately, the signatories to the Central Delta-Mendota Region Multi-Agency GSA, the Widren GSA (the "Central Delta-Mendota Region GSAs") and the Oro Loma GSA are proposed parties to that certain Coordination Agreement for GSAs within the Delta-Mendota Subbasin established to meet the coordination obligations of SGMA.

J. The Coordination Agreement provides mechanisms for coordination among six (6) GSP Groups; the three (3) Central Delta-Mendota Region GSAs are being combined into a single GSP Group with GSAs in the Northern Delta-Mendota Region (the "Northern/Central DM GSP Group").

K. The Coordination Agreement provides for a Coordination Committee.

L. The Coordination Agreement authorizes two (2) Coordination Committee Members ("GSP Group Representatives") and two (2) Coordination Committee Alternate Members ("Alternates") from the Northern/Central Delta-Mendota Region GSAs to represent the Northern/Central DM GSP Group, which are intended to be selected with one (1) GSP Group Representative and one (1) Alternate from the Northern DM Region GSAs and (1) GSP Group Representative and one (1) Alternate from the Central DM Region GSAs; the GSP Group

Representative and Alternate from the Central DM GSAs initially being those individuals designated on Attachment 1 to this Second Amendment.

M. The Coordination Agreement requires each party to the Coordination Agreement to document: (1) its arrangements for how its GSP Group Representative and Alternate are selected and how required actions of the GSA within its respective GSP Group are identified and implemented; (2) the authorization of such GSP Group Representative(s) and Alternate(s); and (3) the mechanism for sharing Coordination Agreement Expenses ("Coordinated Plan Expenses") among the parties in the GSP Group.

N. The Activity Agreement Members desire through this Second Amendment to amend the Activity Agreement by attaching agreed-upon procedures to accomplish the purposes set forth in Recital I above.

O. The Activity Agreement authorizes Amendments, in Section 19.1, Amendments, which provides: "This Agreement may be amended in writing by the Authority and the Activity Agreement Members, with approval from the SS-MOA Participants."

P. The Activity Agreement authorizes admission of new Members, in Section 15, Initial Admission/Admission of New Members, which provides: "After February 28, 2017, admission of new Members shall require amendment of this Activity Agreement and approval by the Board of Directors and the Activity Agreement Members."

2. AGREEMENT

NOW, THEREFORE, in consideration of the true and correct facts recited above, the Activity Agreement Members and the Authority agree as follows:

2.1 AMENDMENT TO AUTHORIZE ADMISSION OF NEW MEMBER

A. The Oro Loma Water District shall be admitted as a member of the Activity Agreement on the condition that it execute the Activity Agreement and this Second Amendment.

B. The Oro Loma Water District agrees that as a condition to its admission as a member of the Activity Agreement, the Participation Percentages for all of the Members and the SS-MOA Participants set forth on Exhibit "C" to the Activity Agreement shall be adjusted to reflect the allocation described in Revised Exhibit "C" attached to this Second Amendment.

C. The Oro Loma Water District further agrees that as a condition to its admission, it shall pay its share of Activity Agreement Expenses according to the Participation Percentages adjusted hereby retroactively to Water Authority Fiscal Year 2017-18 and 2018-19 as said Activity Agreement Expenses may be adjusted through future budget amendments, and to thereafter pay its share of all such Activity Agreement Expenses.

D. Oro Loma Water District also agrees that it shall execute the Delta-Mendota Subbasin Coordination Agreement and Cost Sharing Agreement with the San Luis & Delta-Mendota Water Authority as a condition to its admission as an Activity Agreement Member.

E. The Water Authority and the Activity Agreement Members agree that upon approval of this Second Amendment by the Oro Loma Water District, the Board of Directors of the Water Authority and the pre-amendment Activity Agreement Members, the map designated as Exhibit "A" to the Activity Agreement shall be revised and replaced to reflect inclusion of the territory of Oro Loma Water District; the Participation Percentages listed in Exhibit "C" to this Second Amendment with the addition of Oro Loma Water District shall become effective, and that the First Amendment shall not be read to preclude the admission of Oro Loma Water District as a new Activity Agreement Member through this Second Amendment.

F. This Section 2.1 of the Second Amendment shall be effective upon, and only upon, execution of the Second Amendment by the Board of Directors of the Water Authority and the authorized representative of each of the Activity Agreement Members, and upon execution of the Second Amendment, the Activity Agreement, the Cost Sharing Agreement and the Coordination Agreement by an authorized representative of Oro Loma Water District.

2.2 AMENDMENT REGARDING REPRESENTATION THROUGH GSP GROUP REPRESENTATIVES

The Activity Agreement Members hereby adopt those Processes and Procedures for Participation in Delta-Mendota Subbasin Coordination Agreement. Northern/Central DM Region GSP Group as set forth on Attachment 1 to this Second Amendment, which is attached hereto and by reference incorporated herein.

2.3 AMENDMENT CONFORMING EXHIBIT "A" MAP AND PARTICIPATION PERCENTAGES TO ADJUSTED ACREAGES

A. The Parties acknowledge and agree that certain acreage included in the Central Delta-Mendota Region Multi-Agency GSA as described on Exhibit "A" to the Activity Agreement requires adjustment in addition to the inclusion of the Oro Loma Water District as part of the Activity Agreement. Therefore, the map attached as Exhibit "A" to the Activity Agreement is hereby replaced by Exhibit "A" to this Second Amendment.

B. The Parties further acknowledge and agree that the Participation Percentages set forth in Exhibit "C" to this Second Amendment reflect the acreage changes on the Exhibit "A" map and, subject to Section 2.4 of this Second Amendment, establish the revised Activity Agreement Participation Percentages.

2.4 GENERAL PROVISIONS

A. This Second Amendment shall become effective once it has been executed by an authorized representative of the Water Authority and a majority of the Activity Agreement Members with the consent of the SS-MOA Participants, which consent may be accomplished by execution of the form attached hereto as Exhibit "B."

B. In the event Oro Loma Water District declines to become a new Member of the Activity Agreement, Section 2.1 of this Second Amendment shall not become effective, the Participation Percentages in Exhibit "C" to the Activity Agreement in effect immediately before the date of this Second Amendment shall not be revised to include Oro Loma Water District and the Coordinated Plan Expense Contribution % in Paragraph 7 of Attachment 1 to this Second Amendment shall be adjusted to match the allocation of expenses stated in such Exhibit "C" to the Activity Agreement, without allocating any share to Oro Loma Water District; provided that adjustments to the Participation Percentages in Exhibit "C" and the share of Coordinated Plan Expense Contribution in Paragraph 7 of Attachment 1 shall nonetheless be adjusted to reflect the acreage changes as described in Section 2.3 of this Second Amendment.

C. Except where expressly modified by the terms of this Second Amendment, the terms of the Activity Agreement as modified by the First Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Members and the Authority have executed this Second Amendment as of the date appearing next to their respective signature lines.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: Frances C Mizuno

Name: FRANCES MIZUNO

Title: INTERIM EXECUTIVE DIRECTOR

Date: NOVEMBER 1, 2018

ACTIVITY AGREEMENT MEMBERS

Agency Name: **EAGLE FIELD WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **MERCY SPRINGS WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Members and the Authority have executed this Second Amendment 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: **EAGLE FIELD WATER DISTRICT**

By: _____

Name: Barbara Preimsberg

Title: President

Date: 10/18/2018

Agency Name: **MERCY SPRINGS WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Members and the Authority have executed this Second Amendment 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: **EAGLE FIELD WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **MERCY SPRINGS WATER DISTRICT**

By: _____

Name: Michael Linneman

Title: President

Date: 10-25-18

Received
OCT 05 2018
SLDMWA

Agency Name: **PACHECO WATER DISTRICT**

By: _____

Name: Aaron Barcellos

Title: President

Date: 10/2/18

Agency Name: **PANOCHE WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **SAN LUIS WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PACHECO WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PANOCHE WATER DISTRICT**

By: _____

Name: John F Bennett

Title: President

Date: 9/19/18

Agency Name: **SAN LUIS WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PACHECO WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PANOCHE WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **SAN LUIS WATER DISTRICT**

By: Lon M. Martin

Name: LON M. MARTIN

Title: GENERAL MANAGER

Date: NOVEMBER 1, 2018

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PACHECO WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PANOCHE WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **SAN LUIS WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By: Danny M. Wade

Name: Danny M Wade

Title: General Manager

Date: 8-8-2018

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

By: Elizabeth Reeves

Name: Elizabeth Reeves

Title: Manager

Date: 8-6-18

Agency Name: **ORO LOMA WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **ORO LOMA WATER DISTRICT**

By: _____

Name: STEVE SLAN

Title: PRESIDENT

Date: 1/12/18

ATTACHMENT 1 TO SECOND AMENDMENT

PROCESSES AND PROCEDURES FOR PARTICIPATION IN DELTA-MENDOTA SUBBASIN COORDINATION AGREEMENT

NORTHERN/CENTRAL DM REGION GSP GROUP

1. The Central Delta-Mendota Management Committee is authorized to appoint the Central Delta-Mendota Region's Coordination Committee Member ("GSP Group Representative") and Coordination Committee Alternate Member ("Alternate") to the Coordination Committee established under the Delta-Mendota Subbasin Coordination Agreement, upon a unanimous vote of the Management Committee.

2. The GSP Group Representative and Alternate will each serve two-year terms, with the opportunity to serve consecutive terms if so authorized by the Management Committee.

3. The Central Delta-Mendota Management Committee is authorized to determine, subject to the terms of the Central Delta-Mendota Region Activity Agreement, how required actions of the Central Delta-Mendota Region GSAs within its respective GSP Group are identified and implemented and to provide direction based on that determination to the Central Delta-Mendota GSP Group Representative and Alternate for a vote consistent with the direction. The vote required for Management Committee approval of any determination or direction authorized by this paragraph shall be the affirmative vote of 75% of the Management Committee Members and Voting Alternates who are present at the Management Committee Meeting; no vote may be taken unless at least quorum of Members and Voting Alternates is present.

4. GSP Group Representatives and Alternates representing the Central Delta-Mendota Region are hereby authorized to bind the Central Delta-Mendota Region GSAs, e.g. in approving annual workplans and estimated expenses and Technical Memoranda, to the extent established in the Coordination Agreement following consultation with the Central Delta-Mendota Management Committee and any required votes of the Activity Agreement Members and/or SS-MOA Participants.

5 The Central Delta-Mendota Management Committee agrees to the designation of Ben Fenters as the initial Central/Central DM Region GSP Group Representative and Lacey Kiriakou as the initial Alternate.

6. The GSP Group Representative and/or Alternate shall report all Coordination Committee decision points (both upcoming and completed) to the Management Committee in a timely fashion.

7. The Activity Agreement Members and SS-MOA Participants in the Central Delta-Mendota Region together agree to pay 50% of Coordinated Plan Expenses assigned to the Northern/Central GSP Group under the Coordination Agreement and further agree that with

respect to Activity Agreement Members to the Central Delta-Mendota Region Activity Agreement and SS-MOA Participants, such Coordinated Plan Expenses shall be shared as follows:

GSA Name	Agency Name	Participation Status	Participation Percentage Sub-Allocation	Participation Percentage*
Central Delta Region Multi-Agency GSA		--	--	**88%**
	Eagle Field Water District	Activity Agreement Member	6.0%	
	County of Fresno	SS-MOA Participant	13.7%	
	Fresno Slough Water District	Activity Agreement Member	6.0%	
	County of Merced	SS-MOA Participant	9.8%	
	Mercy Springs Water District	Activity Agreement Member	6.0%	
	Pacheco Water District	Activity Agreement Member	7.6%	
	Panoche Water District	Activity Agreement Member	15.8%	

	San Luis Water District	Activity Agreement Member	20.0%	
	Santa Nella County Water District	SS-MOA Participant	6.0%	
	Tranquillity Irrigation District	Activity Agreement Member	9.0%	
Widren Water District GSA	Widren Water District	SS-MOA Participant A	6.0%	**6.0%**
Oro Loma Water District GSA	Oro Loma Water District	Activity Agreement Member	6.0%	**6.0%**
			TOTAL	**100%**

*- Percent GSA Allocation derived according to the following formula: (50% Acres in Service Area + 50% equal distribution among Activity Participants with at least 3% of total acreage: Activity Participants with less than 3% of total acreage allocated 6% of costs).

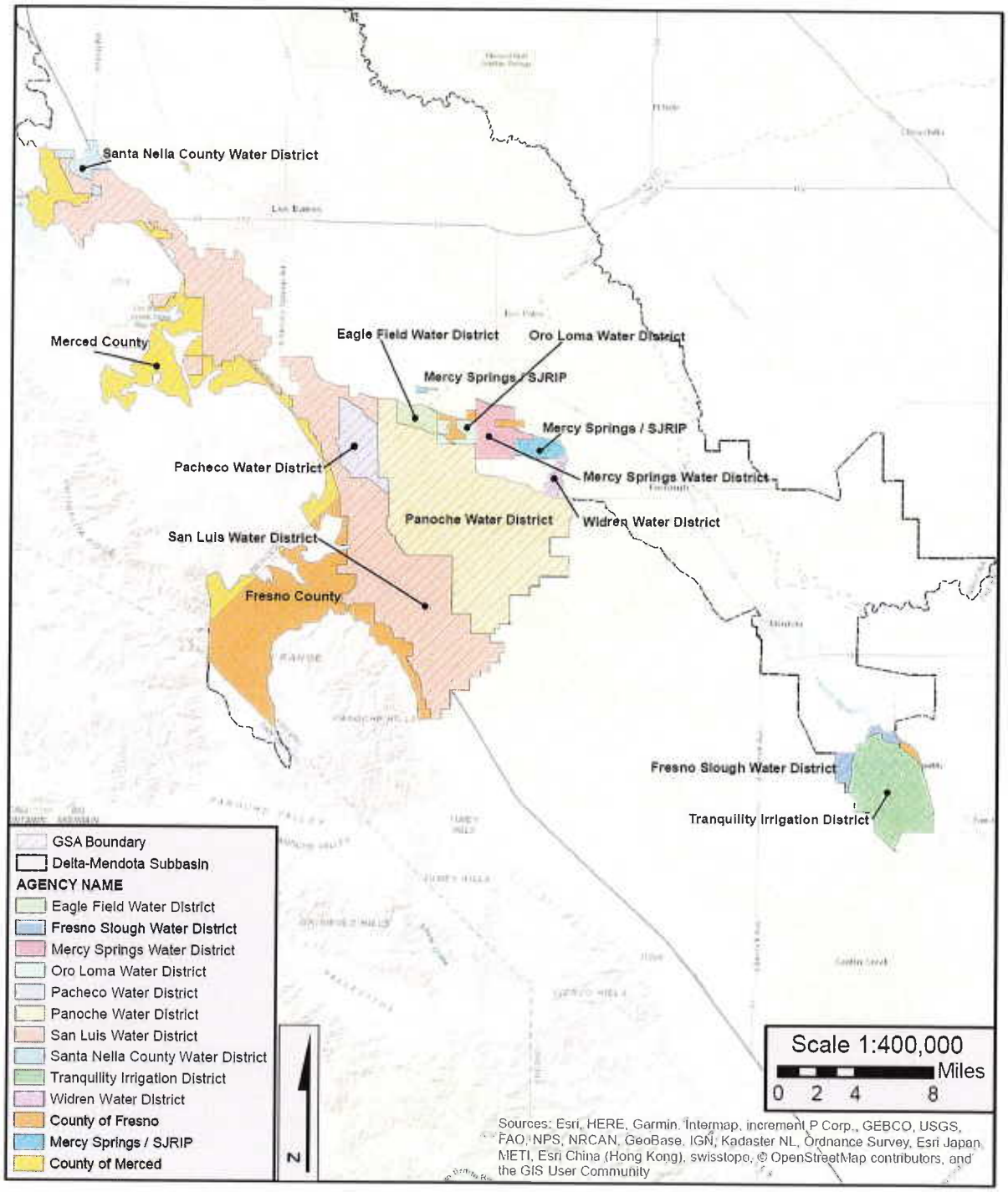
8. If an Activity Agreement Member or SS-MOA Participant fails to pay its share of Coordinated Plan Expenses, the remaining Activity Agreement Members and SS-MOA Participants agree to pay adjusted Coordinated Plan Expenses. Any adjustments will be made proportionally to each percentage identified in the table above, and documented in a dated Attachment to this Exhibit; provided, that the agencies in the Central DM GSP Group may decide upon a different adjustment among themselves documented in a dated attachment to this Exhibit.

Dated Effective as of: November 1, **2018**

EXHIBIT "A" to SECOND AMENDMENT

Revised Map of Activity Agreement Member Acres

in GSA's covered by this Activity Agreement


Santa Nella County Water District
Merced County
Eagle Field Water District
Oro Loma Water District
Mercy Springs / SJRIP
Mercy Springs / SJRIP
Pacheco Water District
Mercy Springs Water District
Panoche Water District
Widren Water District
San Luis Water District
Fresno County
Fresno Slough Water District
Tranquility Irrigation District
GSA Boundary
Delta-Mendota Subbasin
AGENCY NAME
Eagle Field Water District
Fresno Slough Water District
Mercy Springs Water District
Oro Loma Water District
Pacheco Water District
Panoche Water District
San Luis Water District
Santa Nella County Water District
Tranquility Irrigation District
Widren Water District
County of Fresno
Mercy Springs / SJRIP
County of Merced
N
Scale 1:400,000
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0 2 4 8
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

SS-MOA PARTICIPANT CONSENT TO SECOND AMENDMENT TO THE CENTRAL DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES ACTIVITY AGREEMENT

The undersigned duly authorized representatives of the SS-MOA Participants that have entered into a Memorandum of Agreement for Central Delta-Mendota Region Sustainable Groundwater Management Act Services with the San Luis & Delta-Mendota Water Authority hereby consent on behalf of such SS-MOA Participants to the Second Amendment to the Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement.

SS-MOA PARTICIPANTS

Agency Name: **COUNTY OF MERCED**

By: Jerald R. O'Banion

Name: Jerald R. O'Banion

Title: Chairman

Date: OCT 16 2018

APPROVED AS TO LEGAL FORM
JAMES N. FINCHER
MERCED COUNTY COUNSEL

BY: _____
Jeffrey B. Grant

Agency Name: **COUNTY OF FRESNO**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "B"

SS-MOA PARTICIPANT CONSENT TO SECOND AMENDMENT TO THE CENTRAL DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES ACTIVITY AGREEMENT

The undersigned duly authorized representatives of the SS-MOA Participants that have entered into a Memorandum of Agreement for Central Delta-Mendota Region Sustainable Groundwater Management Act Services with the San Luis & Delta-Mendota Water Authority hereby consent on behalf of such SS-MOA Participants to the Second Amendment to the Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement.

SS-MOA PARTICIPANTS

Agency Name: **COUNTY OF MERCED**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **COUNTY OF FRESNO**

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California
By _____ Deputy

By: _____

Name: _____

Title: Chairperson, Board of Supervisors

Date: October 23, 2018

Agency Name: **SANTA NELLA COUNTY WATER DISTRICT**

By: _____

Name: Amy Montgomery

Title: General Manager

Date: 9/14/18

Agency Name: WIDREN WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **SANTA NELLA COUNTY WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: WIDREN WATER DISTRICT

By: Jean P. Sagouspe

Name: Jean P. Sagouspe

Title: President

Date: 8/29/18

ACTIVITY AGREEMENT EXHIBIT "C"

AS REVISED BY SECOND AMENDMENT

CENTRAL DM REGION

ACTIVITY PARTICIPANT

PARTICIPATION PERCENTAGES

Agency Name/GSA Name	Participation Status	Participation Percentage	GSA Total Allocation
Central DM Region Multi-Agency GSA			**88%**
Eagle Field Water District	Member	6.0% GSA Allocation	
County of Fresno	SS-MOA Participant	13.7% GSA Allocation	
Fresno Slough Water District	Member	6.0% GSA Allocation	
County of Merced	SS-MOA Participant	9.8% GSA Allocation	
Mercy Springs Water District	Member	6.0% GSA Allocation	
Pacheco Water District	Member	7.6% GSA Allocation	
Panoche Water District	Member	15.8% GSA Allocation	
San Luis Water District	Member	20.0% GSA Allocation	
Santa Nella County Water District	SS-MOA Participant	6.0% GSA Allocation	
Tranquillity Irrigation District	Member	9.0% GSA Allocation 100% GSA Allocation	
Widren Water District GSA			**6%**
Widren Water District	SS-MOA Participant	100% GSA Allocation	
Oro Loma Water District GSA			**6%**
Oro Loma Water District	Member	100% GSA Allocation	
			100%

February 26, 2026

VIA ELECTRONIC MAIL AND U.S. MAIL

San Luis & Delta-Mendota Water Authority
Attn: Federico Barajas, Executive Director
P.O. Box 2157
Los Banos, CA 93635
E-Mail: federico.barajas@sldmwa.org

Re: Notice of Termination of Activity Agreement

Dear Executive Director Federico Barajas,

The Central Delta-Mendota Groundwater Sustainability Agency ("CDM GSA"), on behalf of CDM GSA Activity Agreement Participants and SS-MOA Participants to the Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement, as amended (collectively, the "Activity Agreement"), hereby provides formal notice to the San Luis & Delta-Mendota Water Authority ("SLDMWA") of its election to terminate its participation in the Activity Agreement.

Section 13 of the Activity Agreement provides that the Activity Agreement remains in effect unless amended, rescinded, or terminated by the SLDMWA and the Activity Agreement Participants, with approval of the SS-MOA Participants. Section 7.1(b) further provides that, where approval of the Activity Agreement Participants is required, approval by a majority is sufficient, and the Third Amendment to the Activity Agreement (amended Section 6.4) expressly permits an Activity Agreement Participant to delegate its approval rights to another entity, including the CDM GSA, upon written notice to the SLDMWA. To the extent any delegation or approval is required to effect termination or related actions, this letter confirms such delegation and the exercise of approval rights by the CDM GSA on behalf of the Activity Agreement Members and SS-MOA Participants. All of the signatories to the Activity Agreement are members of the CDM GSA.

The CDM GSA took formal action on February 26, 2026, to terminate the Activity Agreement. The CDM GSA appreciates the SLDMWA's past service and cooperation in support of SGMA implementation.

Sincerely,

Aaron Barcellos, Chair
Central Delta-Mendota Groundwater
Sustainability Agency

cc via email: J. Scott Petersen, SLDMWA Director of Water Policy
Rebecca Akroyd, SLDMWA General Counsel
Lauren D. Layne, Baker Manock & Jensen

Meeting Agenda

Date & Time: 3/2/2026 | 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/82514872463?pwd=fmDUmoeNojuooCTAfEjg8tIcJaNy33.1

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 or Corrections to the Agenda for the Water Resources Committee Meeting only, as Authorized by Government Code Section 54950 *et seq*.	
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 February 2, 2026 Meeting Minutes**	
5.	**Recommendation to Board of Directors to Adopt Staff Recommendation for Positions on Legislation**	Petersen

A. S. 3738 (Padilla), Making Our communities Resilient through Enhancing Water for Agriculture, Technology, the Environment, and Residences (MORE WATER) Act

REPORT ITEMS

6.	Update on Status of Golden Mussels	Arroyave, Petersen, Meyer
7.	Executive Director's Report (May include reports on activities within the Water Resources Committee's jurisdiction re: 1) CVP/SWP water operations; 2) California infrastructure projects; 3) regulation of the CVP/SWP; 4) existing or possible new State and Federal policies; 5) Water Authority activities)	Barajas
8.	Update on Water Policy/Resources Activities (May include reports on federal, state, and local agency regulatory, legislative, and administrative water policy/resources activities)	Petersen
9.	Update on Water Operations and Forecasts	Arroyave
10.	Committee Member Reports	
11.	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 – 3 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. California Sportfishing Protection Alliance (CSPA), 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; U.S. Supreme Court Case No. 25-989 (GBP Citizen Suit)
B. CSPA, et al. v. State Water Resources Control Board (SWRCB), et al., Sac. Co. Superior Court, Case No. 34-2021-80003761 (2021 TUCP Order)
C. CSPA, et al. v. SWRCB, et al., Sac. Co. Superior Court, Case No. 34-2021-80003763 (2021 Temp. Mgmt. Plan)
D. SWRCB, Administrative Hearings Office, Petitions for Change of California Department of Water Resources (DWR) Water Right Permits, Delta Conveyance Project (DWR Change Petition)
E. Tehama-Colusa Canal Authority, et al. v. DWR, et al., Sacramento Co. Superior Court, Case No. 24WM000183 (SWP 2024 EIR Challenge)

12.	Return to Open Session	
13.	Report from Closed Session, if any, Required by Government Code Section 54957.1	

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

15. 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

MARCH 2, 2026

15671 W. Oakland Ave
Five Points, CA 93624

5750 Almaden Expressway
San Jose, CA 95118

Meeting Minutes

Date & Time: 2/2/2026 | 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: Anthea Hansen, Member
Division 2: Lon Martin, Alternate
Division 3: Chris White, Member
Division 4: Vince Gin, Member
Dana Jacobson, Alternate
Division 5: Absent

Board of Directors Present

Division 1: Anthea Hansen, Director
Division 2: Justin Diener, Director
William Bourdeau, Director
Lon Martin, Alternate
Division 3: Chris White, Alternate
Jarrett Martin, Director
Cannon Michael, Director
Division 4: Dana Jacobson, Member
Brett Miller, Alternate
Division 5: Absent

Authority Representatives Present

Federico Barajas, Executive Director
Pablo Arroyave, Chief Operating Officer
Scott Petersen, Water Policy Director
Rebecca Akroyd, General Counsel
Rebecca Harms, Deputy General Counsel
Ray Tarka, Director of Finance
Jaime McNeil, Engineering Manager
Eddie Reyes, Information Systems Technician

Others Present

Wilson Orvis, Friant Water Authority
Ron Milligan, Milligan Consulting (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 December 8, 2025 Meeting Minutes –** Chair William Bourdeau deemed the December 8, 2025 Meeting Minutes approved as submitted.	

5. **Recommendation to the Board of Directors to Adopt Staff Recommendation on Positions on Legislation** — Petersen

a. H.R. 6639 (Gray), Water Agency and Transparency Enhancement Review (Water) Act (Favor & Amend)
b. H.R. 6640 (Gray), Build Now Act (Favor)
c. H.R. 6641 (Gray), Central Valley Water Solution Act (Support & Amend)
d. A.B. 35 (Alvarez), Safe Drinking Water, Wildlife Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: Administrative Procedures Act: exemption: program guidelines and selection criteria (Ratify Support Position)

Water Policy Director Scott Petersen reviewed the staff recommendations for positions on four pieces of legislation: HR 6639, H.R. 6640, HR 6641, and A.B. 35. Petersen answered questions throughout the presentation.

M/S - Motion by Member Vince Gin, seconded by Member Chris White, the Committee recommended adoption of the staff recommendations for positions on H.R. 6239 (Gray), H.R. (Gray), H.R. 6641 (Gray), and A.B. 35. Vote: Ayes - Michael, Bourdeau, Hansen, Lon Martin, White, Gin; Nays – 0; Abstentions – 0.

6. **Recommendation to the Board of Directors to Adopt Resolution Adopting Mitigated Negative Declaration/CEQA Findings of Fact and Mitigation Monitoring and Reporting Plan for the DMC Subsidence Correction Project –** Chief Operating Officer Pablo Arroyave reviewed the documents included in the packet. Arroyave reported that the Authority has determined that the proposed Project, as mitigated, would not have a significant impact on the environment. Arroyave reported that through the proposed resolution, the Board would adopt the MND, including CEQA findings of Fact, and a Mitigation Monitoring and Reporting Plan (MMRP) to require that all reasonably feasible mitigation measures be implemented by means of Project conditions, agreements, or other measures, as set forth in the MMRP. Arroyave reported that following adoption of the resolution the Authority would file a Notice of Determination. General Counsel Rebecca Akroyd noted that the CEQA action is for the entire project, but the Board will be approving contracts for phases along the way. Staff answered questions throughout the presentation. — Arroyave/McNeil

M/S - Motion by Member Chris White, seconded by Alternate Lon Martin, the Committee recommended adoption of the resolution adopting Mitigated Negative Declaration/CEQA Findings of Fact and Mitigation Monitoring and Reporting Plan for the DMC Subsidence Correction Project. Vote: Ayes - Michael, Bourdeau, Hansen, Lon Martin, White, Gin; Nays – 0; Abstentions – 0.

7. **Executive Director's Report** — Barajas

a. **Tour of Facilities for NOAA Fisheries Official** – Executive Director Federico Barajas reported that Assistant NOAA Administrator Solér is touring CVP facilities the week of February 23, 2026, and the Water

Authority is providing a tour of Jones Pumping Plant. Barajas reported that if Committee members are interested in attending to please let Chief Operating Officer Pablo Arroyave know.

b. **ACWA GM Group** – Executive Director Federico Barajas reported that ACWA has established a GM group to assist prioritizing water issues for the new California governor, once elected. Barajas asked for feedback regarding priorities for the new administration.
c. **Friant Water Authority New CEO** – Executive Director Federico Barajas reported that Johnny Amaral is the new CEO for the Friant Water Authority.
d. **Letter to the President regarding Shasta Funding –** Board Chair Cannon Michael reported that a letter is circulating urging the President to allocate funds from the "One Big Beautiful Bill Act" to pursue the Shasta enlargement project, and the Authority will share the letter if requested.

8.	**Update on Water Policy/Resources Activities –** Water Policy Director Scott Petersen provided an update regarding Action 5, WQCP comments, the Water Blueprint for the San Joaquin Valley and the San Joaquin Valley Collaborative Action Program. Petersen answered questions throughout the presentation.	Petersen
9.	**Update on Water Operations and Forecasts –** Chief Operating Officer Pablo Arroyave reported that a change order was issued yesterday reducing Jones Pumping Plant operations to one unit, due to the D1641 Port Chicago requirement. Arroyave introduced consultant Ron Milligan, who provided information regarding CVP supply, reservoir storage, allocations, snowpack, and operations. Milligan and Arroyave answered questions throughout the presentation.	Arroyave, Milligan
10.	**Committee Member Reports** – No reports.	
11.	**Agenda Items 11-13: Closed Session** – Chair William Bourdeau adjourned the open session to address the items listed on the Closed Session Agenda at approximately 10:52 a.m. Upon return to open session at approximately 11:23 a.m., Chair William Bourdeau reported that no reportable actions were taken in closed session.	Akroyd
12.	**Agenda Item 14: Reports Pursuant to Government Code Section 54954.2(a)(3)** – No reports.	
13.	**Agenda Item 15: Adjournment** – The meeting was adjourned at approximately 11:24 a.m.	

PO Box 2157
Los Banos, CA 93635
sldmwa.org

Official Memorandum

To: SLDMWA Water Resources Committee Members and Alternates

From: Scott Petersen, Water Policy Director

Date: March 2, 2026

RE: Update on Water Policy/Resources Activities

Background

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

Policy Items

Implementation of Executive Order 14181

On January 2024, President Trump issued Executive Order 14181[1], 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 Decision[2] 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 resolution[4] 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 comments[6] 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 comments[7].

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.

Instead, the Board has released a revised Bay-Delta Plan, with workshops that occurred on January 28-30, and written comments due on February 2. Water Authority staff coordinated written comments[8] with member agencies and other interested parties.

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.

[8] Request from Water Authority staff.

San Joaquin River Restoration Program

Restoration Allocation

Reclamation has issued an update to the 2026 Restoration Allocation and Default Flow Schedule (attached). Consistent with the Restoration Flows Guidelines and based upon the best available forecast information, the Restoration Allocation covering the period March 1, 2026 through February 28, 2027 **is set at 310,253 acre-feet at Gravelly Ford and is a Normal-Wet year type**.

This Restoration Allocation will be posted on the Program website in the coming days: http://RestoreSJR.net.

U.S. Bureau of Reclamation

Reclamation Manual

Documents out for Comment

Draft Policy

- PEC 05-03 Funding and Extended Repayment of Extraordinary Maintenence Cost (comments due 03/02/26). Supplementary documents below:
  - Memo on Interest Rate Calculation
  - Supplemental Discussion

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 represents water users, districts, farmers, and municipalities across the Central Valley. Their problem statement is crystal-clear; California faces a major water supply shortfall that could affect one million acres, costing $7.2 billion in farm revenue and 85,000 jobs statewide. Engaging various stakeholders inside and outside the Central Valley, the team advocates for a combination of infrastructure investments and policy changes to capture excess flows during wet years and replenish aquifers.

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."

Board Expansion and Executive Committee Formation

The leadership group discussed potential updates to board structure, including filling an open director seat, exploring board expansion, and evaluating whether to formalize an executive committee. The group discussed proposed candidates for the vacant director position. The group proposed forming a small ad hoc committee to develop draft bylaw language addressing both board expansion and executive committee formation. These materials will be brought back to leadership and ultimately to the full board for review.

Strategic Planning

The leadership group discussed the need to launch a strategic planning process following completion of the United Water Plan, noting that the current plan runs through 2025 or early 2026. The conversation highlighted the importance of defining the scope of future organizational activities—including legislative advocacy, policy, and communications—and engaging the board early to help shape direction for the latter half of 2026.

CSU Water Webinar Series – CA Legislature and Water Policy

The Executive Director of CSU-WATER, a CSU system affinity group that serves to foster future leaders in California through water education, research engagement and networking for the nearly 500,000 students in the CSU system as well as inclusion of those in the CC & UC systems. The Blueprint was invited to contribute to the CSU-WATER Webinar Series on the CA Legislature and Water Policy, topics covered in the webinar series: Making Waves, Water Policies & Workforce Needs, Current water policy issues & workforce needs and Future Water Management and Policies; Leadership Needs, Future water management and climate resilience.

SB72 Implementation

Senate Bill 72 (Caballero) directs DWR to consult with the Water Commission on the establishment of an advisory committee to inform the development of the 2028 update to the Water Plan. The 2028 update will usher in a new emphasis on setting and meeting quantifiable water supply goals. This builds on California's Water Supply Strategy (2022), which outlined necessary actions for the state to adapt to a hotter, drier future where the changing climate leaves less water to meet California's needs. Blueprint as an interested party in the State's water supply strategy, has been provided with the opportunity to present and provide public comment.

Unified Water Plan

The Water Blueprint's unified water plan is moving forward with chapters 1, 2, 3, 4 & 5 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. The full administrative draft expected by this summer.

Unified Water Plan Chapters 5 Released for Review

Stantec presented detailed progress on potential water supply projects (Chapter 5). Chapter 5 catalogs over 800 projects from GSPs across 16 sub-basins, with groundwater recharge projects comprising nearly half of all proposed projects. Unit costs range from $50-$300 per acre-foot for various recharge methods.

- 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.

Water Blueprint SJV & CWI – Unified Water Plan

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.

San Joaquin Valley Water Collaborative Action Program (SJV CAP)

Background

The CAP Plenary Group adopted work groups to implement the CAP Term Sheet[9], 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.

[9] Request from Authority staff

CAP Workgroups for 6-Month CAP Priority Actions

ILRP and CV-Salts

1. Review changes to the ILRP and CV-SALTS updates and recommend improvements to the SWRCB and the Regional Water Quality Control Boards.
2. Better coordination between GSAs and the Nitrate Program to maximize water quality testing for multiple purposes.
3. Consider a pilot area to evaluate the potential for information sharing and integration.
4. The regulations should consider identifying targets for nitrates and other COCs so progress can be evaluated.
5. CAP could look to privately solicit information on fees across different programs to look at the potential for fee harmonization.

Land Transition

1. Support CDFW implementation of Regional Conservation Investment Strategies to support mitigation projects.
2. Use the experience and results of MLRP Round 1 and 2 to provide feedback on MLRP Round 3 guidelines to the Department of Conservation to ensure effective implementation of the program, including the provision of meaningful community benefits.
3. Develop guidelines to address workforce challenges associated with land transition, especially related to rural communities.
4. Advocate for infrastructure funding and regulatory changes to accelerate large-scale solar projects, as one avenue to help support the transition of agricultural land and reduce water demand in a manner that protects communities over the long term.
5. In collaboration with the S2J2 Catalyst Project, for ecosystem restoration, create a near-term and long-term vision and set of objectives for ecosystem restoration, and advocate for funding by the state and federal governments
6. Develop best practices for data centers and water use, which could inform the approval of data centers by state and local governments

SGMA Implementation

1. Complete Kaweah economic analysis and recommend improvements for SGMA implementation to the Governor, Legislature, and Department of Water Resources
2. Complete assessment of some other subbasins in the S2J2 geographic area and revise investment recommendations to S2J2 and advocate high-impact investments for funding through Prop 4.
3. Define key attributes for the successful implementation of GSPs for DWR to support in their guidelines for Prop 4 funding.
4. Track DWR subsidence best management practices and recommend improvements for implementation to DWR.

Water Supply

1. Support funding of projects and operational changes during high flow events that meet environmental regulations in the Delta and improve Delta deliveries south of the Delta to provide benefits to the San Joaquin Valley
2. Advocate for regulatory improvements to the Legislature and state agencies (i.e., DWR, SWRCB) to accelerate groundwater recharge permitting that provides flood control and protects water quality and downstream users.
3. Support actions by DWR and other agencies to implement DWR Watershed studies to advance the CAP outcomes.

Other Six-Month Priorities

1. Prioritization Tool
2. Long-term Habitat Plan
3. Water for Wildlife Refuges
4. San Joaquin River Restoration Program
5. "Cutting Green Tape"

ATTACHMENTS

SAN JOAQUIN RIVER RESTORATION PROGRAM

Bureau of Reclamation
2800 Cottage Way, CGB-170
Sacramento, Calif. 95825-1898

Updated 2026 Restoration Allocation and Default Flow Schedule February 20, 2026

Summary

The updated Restoration Allocation is based on an Unimpaired Runoff Forecast at the 75% probability of exceedance of 1,642 Thousands of Acre-Feet (TAF). This results in a Normal-Wet Water Year Type. This value for the runoff forecast was arrived at by blending the Department of Water Resources (DWR) and National Weather Service (NWS) forecasts with a 20/80 ratio, respectively, and using professional judgment to adjust the forecast to encompass a wider range of possible runoff values. Accordingly, 310.253 TAF is allocated to the Restoration Program as measured at Gravelly Ford. The Restoration Administrator is asked to return a recommendation on February 26, 2026.

Overview

The following transmits the updated 2026 Restoration Allocation and Default Flow Schedule to the Restoration Administrator for the San Joaquin River Restoration Program (SJRRP), consistent with the January 2020 (Version 2.1) Restoration Flow Guidelines (Guidelines or RFG). This Restoration Allocation and Default Flow Schedule provides the following:

- Forecasted water year Unimpaired Runoff: the estimated annual flows that would occur absent regulation on the river. This value is also known as the "Natural River," "Unimpaired Runoff," "Unimpaired Inflow," or "Full Natural Flow," and is utilized to identify the water year type.
- Hydrograph Volumes: the annual allocation hydrograph based on water year Unimpaired Runoff, utilizing Method 3.1 with the Gamma Pathway (RFG-Appendix C, Figure C3) agreed to by the Parties in December 2008.
- Default Flow Schedule: the schedule of Restoration Flows in the absence of a recommendation from the Restoration Administrator.
- Additional Allocations: the hypothetical Restoration Allocations that would result from 50%, 75%, and 90% probability of exceedance (often shortened as "% exceedance") of the Unimpaired Runoff Forecast. The 98%, 25%, 10%, and 2% exceedances may also be included.
- Unreleased Restoration Flows: the amount of Restoration Flows not released due to channel capacity constraints, or without delaying completion of Phase 1 improvements.

- Flow targets at Gravelly Ford: the flows at the head of Reach 2, and estimated scheduled releases from Friant Dam adjusted for the assumed Holding Contract demands and losses in Exhibit B.
- Restoration Budget: the volumes for the annual allocation, spring flexible flow, base flow, riparian recruitment, and fall flexible flow.
- Remaining Flow Volume: the volume of Restoration Flows released, the remaining volume available, and associated limitations and flexibility.
- Operational Constraints: the flow release limitations based on downstream channel capacity, regulatory, or legal constraints.

Consistent with Paragraph 18 of the Settlement, the Restoration Administrator shall make recommendations to the Secretary of the Interior concerning the manner in which the hydrographs shall be implemented. As described in the Guidelines, the Restoration Administrator is requested to recommend a flow schedule showing the use of the entire annual allocation during the upcoming Restoration Year or otherwise identify Unreleased Restoration Flows and categorize recommended flows by account. If a recommendation is not provided by the Restoration Administrator, the Capacity Constrained Default Flow Schedule (Table 8b) or the most recently approved schedule will be implemented. The Restoration Administrator is asked to return a recommendation on February 26.

Forecasted Unimpaired Runoff

Unimpaired Runoff represents the natural water production of a river basin, unaltered by upstream diversions, storage, or by export or import of water to or from other watersheds (a.k.a. “Unimpaired Inflow” or “Natural River” or “Full Natural Flow”). It is calculated for the period of a water year and also for shorter periods (e.g. April–July). The forecast of Unimpaired Runoff for the entire water year determines the volume of Restoration Flows available for the Restoration Year (i.e., the Restoration Allocation) (see Table 1). Information for forecasting the Unimpaired Runoff includes:

- Observation of Unimpaired Runoff into Millerton Lake to support the water supply allocation
- The California DWR Bulletin 120 (B120) latest update for San Joaquin River inflow to Millerton Lake Unimpaired Flow, and/or the most current DWR Bulletin Water Supply Index (WSI)
- The NWS Ensemble Streamflow Prediction (ESP) Water Supply Forecast for the San Joaquin River at Millerton Lake
- Other forecast models, ground-based observations, remotely-sensed observations, hydrologic models, analysis of historic patterns, and short-term weather forecasts as appropriate.

Table 1 shows the 2026 water year (October 1, 2025 to September 30, 2026) observed accumulated and forecasted water year Unimpaired Runoff into Millerton Lake. Table 2 includes

the published DWR forecast (with updates when available), the NWS forecast, and the NWS forecast with a 7-day smoothing function applied to remove the day-to-day variance. Figure 1a plots DWR and NWS forecast values over the entire water year, while Figure 1b shows the most recent period in detail. The DWR B120 forecast for February 1 (issued February 9) is developed from snow course information supported by other information such as snowpack modeling and Airborne Snow Observatory (ASO) surveys.

In 2026, Reclamation's Joint Forecasting Team is using revised forecasting procedures which adjusts monthly runoff forecasts in a different manner than previous years. The steps now being used are described in the section "Creating a Hybrid Forecast" below.

Table 1. San Joaquin River Water Year Observed Unimpaired Runoff

Statistic	Value
Accumulated Unimpaired Runoff ("Natural River") February 18, 2026 [1]	396.3 TAF
Accumulated Unimpaired Runoff as percent of normal [2]	140%

1. Full Natural Flow Monthly_MILFN
2. Based on average accumulation of Unimpaired Runoff totaling 1,830 TAF.

Table 2. Water Year Forecasted Unimpaired Runoff at Millerton Lake (in TAF) for various probabilities of exceedance

Runoff Forecast	98% [7]	90%	75%	50%	25%	10%	2% [7]
DWR, February 1, 2026 [3,6] (Published Value)	700	830	1,120	1,460	1,970	2,410	—
DWR, February 17, 2026 [3,6] (Updated A-J, converted to Water Year)	—	1,070	1,300	1,580	2,095	2,540	—
NWS, February 19, 2026 [4] (Published Daily Value)	1,520	1,740	1,880	2,170	2,540	2,990	3,530
Smoothed NWS, February 19, 2026 [5] (7-day Smoothing)	1,458	1,610	1,845	2,125	2,504	2,942	3,425

3. B120: Bulletin 120 - WSI. When only April-July runoff forecasts are available, they are converted to Water Year equivalents in this table.
4. CNRFC - Ensemble Products - FRAC1\
5. The NWS smoothed data uses a 7-day triangular weighted moving average, where the most recent day (n) is given greater weight than each previous forecast day (n-1, 2, 3, etc.); this reduces noise stemming from ESP model input. The following formula is used: $((Forecast_{n} * 1) + (Forecast_{n-1} * 0.857) + (Forecast_{n-2} * 0.714) + (Forecast_{n-3} * 0.571) + (Forecast_{n-4} * 0.429) + (Forecast_{n-5} * 0.286) + (Forecast_{n-6} * 0.143)) / 4$
6. DWR values at the 75% exceedance and 25% exceedance are interpolated if they are not published.
7. DWR does not issue a 2% exceedance forecast. Also, DWR uses a 99% exceedance statistic whereas the NWS statistic is closer to 98%. For simplicity, they are labeled as 98% and 2% regardless of origination.

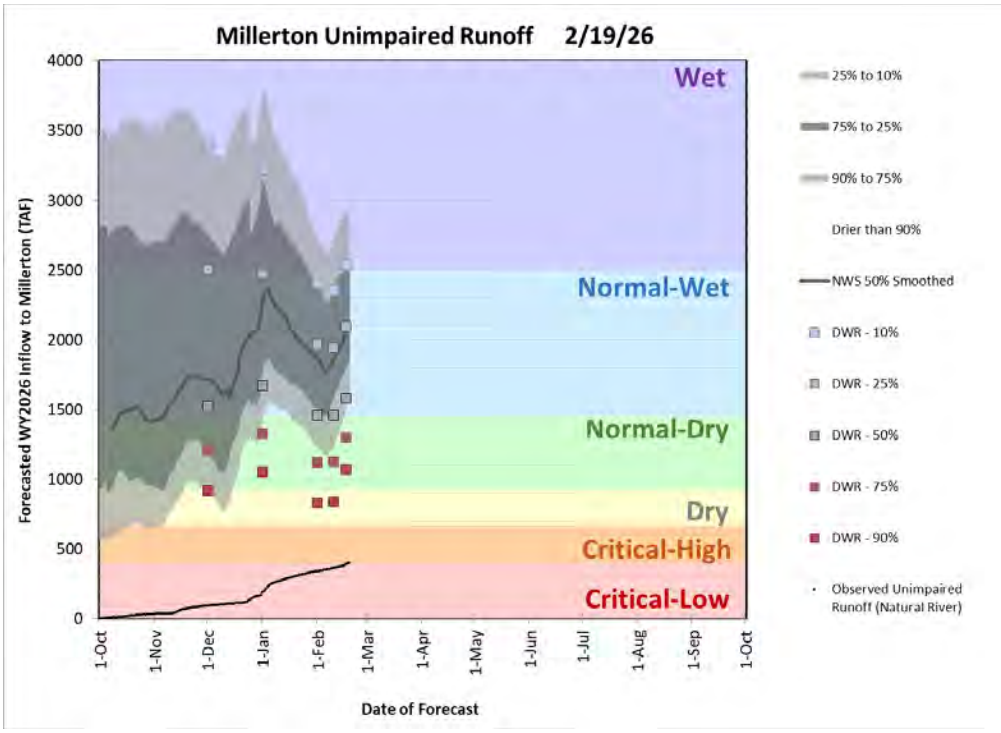

Figure 1a. Plot of 2026 Water Year forecasts. This includes both NWS Ensemble Streamflow Prediction Forecasts and DWR Forecasts at the 90%, 75%, 50%, 25%, and 10% exceedances (shown as shaded bands for NWS and squares for DWR).

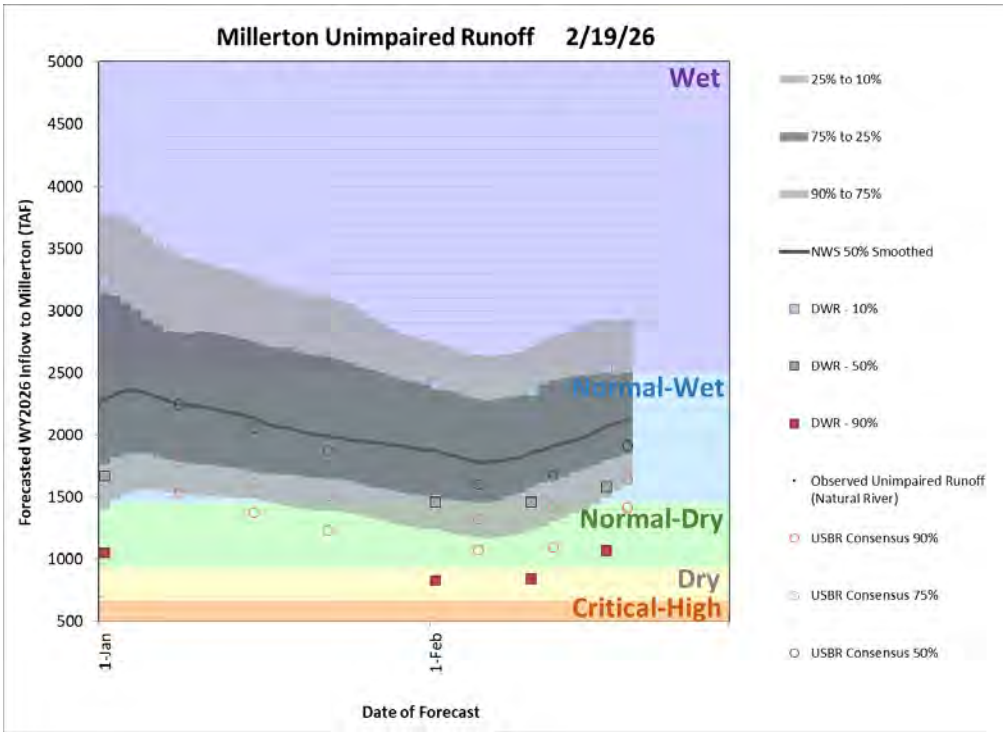

Figure 1b. Detail plot of most recent forecasts. Also shown are Reclamation's "hybrid" forecast with open circles.

Hydrologic Narrative

The Upper San Joaquin watershed has experienced above average precipitation so far in the 2026 water year. The first three months of the water year were each above average with January slightly below average. Each of the first four months of the water year were noted for abnormally high air temperatures in the Sierra Nevada, especially during precipitation events. Through January, the rain-snow line has typically ranged from 6,500’ to 9,000’, resulting in more rain than snow falling in the watershed.

February 11-19, a series of colder storms substantially increased the snowpack volume. These storms added to the modest snowpack at higher elevations and brought the first snow to the lower elevations. Thus, snowpack at elevations below 8,000’ improved substantially. Figure 2 depicts the SWE traces for two representative stations in the Upper San Joaquin watershed, the lower elevation station showing large relative increases in Snow Water Equivalent (SWE).

Snowpack information has improved since the Initial Restoration Allocation. The first comprehensive California Cooperative Snow Surveys in the San Joaquin were completed around February 1, and advanced snowpack models are now fully operational. The first ASO survey for the water year was completed January 27 with snowpack density information supported by the on-the-ground snow course measurements. Prior to the February storm series, snowpack volume declined to 500-550 TAF but has since rebounded to 958 TAF as of February 17 (and has likely exceeded 1,000 TAF by February 19). Table 3 shows a brief summary of snowpack estimates along with Reclamation’s consensus estimates.

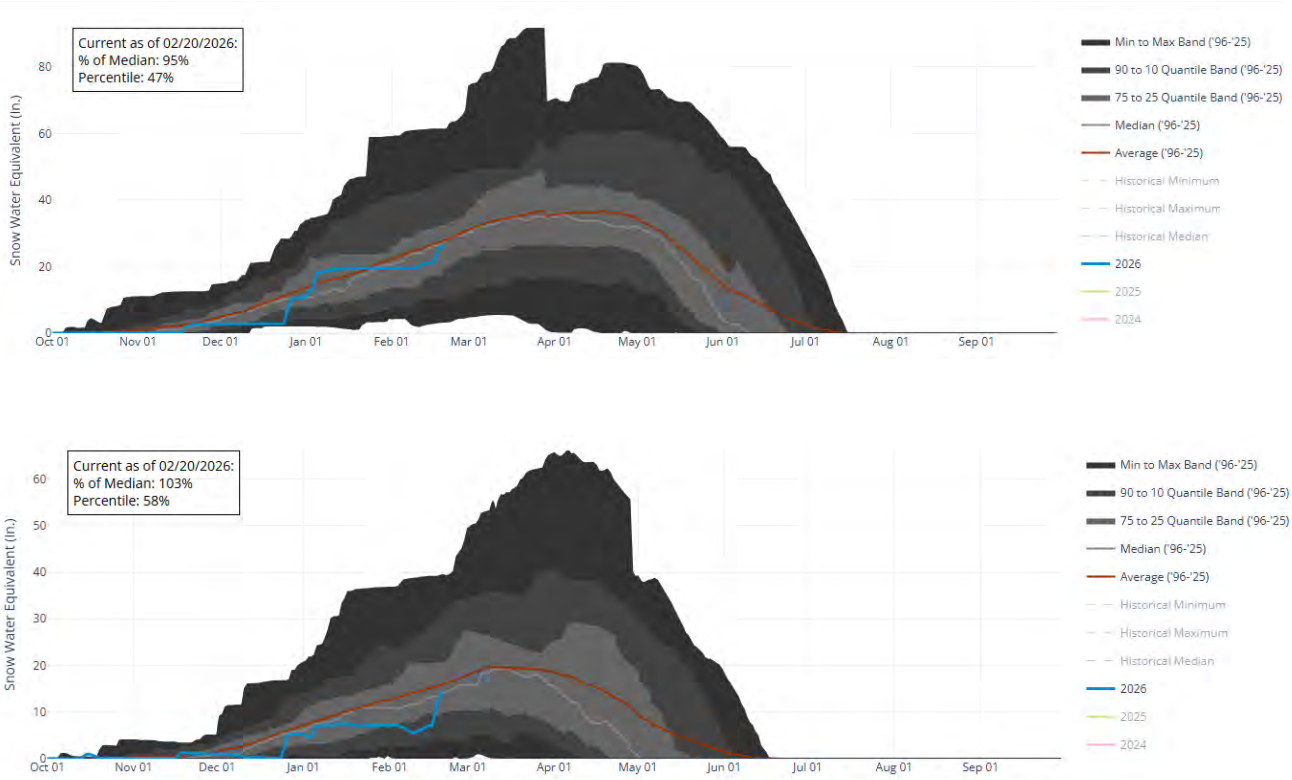

Figure 2. Mammoth Pass Snow Pillow trace (top) compared to Graveyard Meadow Snow Pillow trace (bottom). 2026 Snow Water Equivalent (SWE) is plotted here as blue line against historic probabilities at two of the many snow pillows. The orange line traces the 30-year average. Mammoth Pass SWE has recently approached median conditions (gray line) and the station lies at 9,300 feet elevation, whereas Graveyard Meadow SWE is also close to median conditions and the station lies at 6,900 feet elevation.

Table 3. Total snowpack volume (TAF of Snow Water Equivalent) depicted by models and remote sensing, and consensus estimates made by Reclamation

Date	Snowpack Model SWE Volumes (TAF)						
	NWS CNRFC (Snow-17)	NOHRSC (SNODAS)	CU Boulder (Real-time SWE) [8]	DWR iSnobal	M3W iSnobal [9]	ASO Inc. (Aerial Snow Survey) [10]	Reclamation Consensus
Jan 15, 2026	861	733	Not Available	Not Available	Not Available	Not Available	**773**
Feb 17, 2026	1063	1192	581 (Feb 15)	891	958	573 (Jan 27)	**958**

8. CU Boulder “Real-time SWE” model began issuances February 8.
9. The “iSnobal” model for the San Joaquin is produced by M3Works under a contract with ASO.
10. The first ASO survey is occurred January 27. The total survey volume was 573 TAF without snow cover on frozen water bodies and approximately 584 TAF including snow over frozen water bodies.

Creating a Hybrid Forecast

Staff from the South-Central California Area Office of Reclamation, Reclamation's SJRRP office, and Friant Water Authority jointly track and evaluate the accuracy of runoff forecasts on a regular basis. Based on the age of these forecasts, the historic performance of these forecasts, the short-term and long-term weather forecasts, the climatological outlook, observed Unimpaired Runoff, and other available information, a hybrid forecast is generated. The blending of the different forecasts and any other adjustments are regularly evaluated and selected using the best available information and professional judgment. A new process of combining and adjusting forecasts is in use in 2026. The adjustment steps used to create Reclamation's hybrid forecast is summarized in Table 4 and the resulting hybrid forecast values are shown in Table 5.

Monthly Manual Override

Prior to blending and adjusting, Reclamation may "override" runoff forecasts in particular months of the year based on current runoff trends, runoff models other than the DWR and NWS products, or historic patterns. If a particular month is manually adjusted in this manner, the remaining months are revised such that the total water year runoff volume is unchanged. These manually adjusted values are retained through the hybrid forecast process and are unaffected by subsequent scaling or adjustments. Most commonly this is applied to the current month**. For this allocation (based on an analysis conducted on February 19), a manual override was applied to the month of February. The inserted values were slightly lower at all exceedances than the published values.**

Blending of DWR & NWS forecasts

Reclamation considers the DWR runoff forecast products and the NWS runoff forecast products as primary sources for guidance. Each has their strengths and weaknesses, and experience has shown that the correct value (in hindsight) often lies between these two forecast products. The next step in creating a hybrid forecast is to blend these two products together using professional judgment and by referencing auxiliary information[1]. **For the current allocation, the DWR WSI forecast for April – July and NWS "smoothed and runoff adjusted" forecast for April – July are combined with a 20/80 blending, respectively (i.e., 20% DWR, 80% NWS) (Table 4). The blending ratio effectively scales the NWS forecast at all exceedances to 96.8% of its original value since the DWR forecast is lower.**

Additional Forecast Scaling

Other runoff forecast products are becoming available for the Upper San Joaquin watershed in recent years. While these are often considered "experimental" in nature or lack a long period of operation to demonstrate their reliability, they nonetheless can provide additional guidance when

[1] With the new hybrid forecast procedures being implemented in 2026, the NWS forecast is treated as the "backbone" forecast and then adjusted in the manner described. The treatment of the NWS forecast in this manner is because the NWS forecast is issued daily, is available for a broader range of exceedances, and is comprehensive by including water year, A-J, monthly, and daily values at each issuance.

properly evaluated and weighted. Sometimes these additional forecast products lie outside the range bracketed by the DWR and NWS forecast. The Joint Forecast Team may adjust the forecast by applying an additional scaling function to bring the hybrid forecast more in-line with these additional products. **For this allocation, an additional scaling factor of 90% (multiplying by 0.900) was applied to this forecast. This scaling factor was applied to bring the resulting forecast closer in-line with the Reclamation water budget model and WRF-Hydro runoff forecasts, both of which were lower than both the DWR and NWS published forecasts. The cumulative scaling from both the blending and the additional scaling is 87.1%**

Dispersion Adjustment

The term "dispersion" describes the breadth of the values across various probabilities of exceedance. Often this is quantified by finding the range between the 10% and 90% exceedance values. Models which are under-dispersed convey a false sense of confidence in how dry or wet future conditions may be, even if the 50% exceedance is accurately forecasted. Models which are over-dispersed unnecessarily inject uncertainty into the forecast and all operations which rely upon that forecast. Because the NWS runoff forecast product does not incorporate hydrologic uncertainty (for example, it assumes a single soil moisture value and does not ascribe any uncertainty in that parameter), sometimes it is beneficial to increase the dispersion in the hybrid forecast which "stretches" the extreme probabilities. Dispersion adjustments do not affect the 50% exceedance value. **For this allocation, +12% additional dispersion was applied to this forecast. Additional dispersion is often added when a forecast is scaled using a value less than 100%, which compresses the dispersion. Dispersion is also sometimes added to compensate for the NWS runoff model's lack of hydrologic uncertainty.** This results in a range between the 10% April –July (A–J) and the 90% A–J of 889 TAF. This compares to the NWS published range of 911 TAF and the DWR published range of 1150 TAF.

Skew Adjustment

The final step in creating a hybrid forecast is to optionally apply additional skew to the distribution. "Positive skew" describes how the range between the 50% and 10% exceedances is larger than the range between the 90% and 50% exceedances. Occasionally, it may be warranted to increase or decrease the skew in the hybrid forecast suite. Skew adjustments do not affect the 50% exceedance value. **For this allocation, no skew adjustment was applied to this forecast**

Table 4. Current Blending and Adjustments to create a Hybrid Forecast

Adjustment Step	Adjustment Applied to All Probability of Exceedances
Monthly Manual Override	Yes — February
Blending Ratio	20/80 (DWR/NWS) which is equivalent to a 96.8% scaling of NWS
Additional Scaling	90%
Dispersion Adjustment	+12%
Skew Adjustment	none

Table 5. Current Hybrid Unimpaired Runoff Forecasts (TAF)

Runoff Forecast	98%	90%	75%	50%	25%	10%	2%
Reclamation's Hybrid Unimpaired Runoff Forecast	1,264	1,413	1,642	1,915	2,287	2,716	3,189

Restoration Allocation

As per the Guidelines, the **75% probability of exceedance** forecast is used for the allocation under current hydrologic conditions to set the Restoration Flow Allocation. Table 6 below, from the Guidelines Version 2.1, depicts the progression of forecast exceedances used to set the Restoration Allocation. The final allocation issuance is made in May or June as per the Guidelines. First, use the current 50% forecast to select which row is applicable to the current hydrology situation. Then, move across columns to the appropriate month and find the applicable probability of exceedance should be used to generate the Restoration Allocation.

Table 6. Guidance on Percent Probability of Exceedance Forecast to Use for Restoration Allocation.

		January	February	March	April	May	June
If the 50% forecast is:	Above 2,200 TAF	50	50	50	50	50	—
	1,600 to 2,200 TAF	75	**75**	50	50	50	—
	900 to 1,599 TAF	75	75	75	50	50	—
	500 to 899 TAF	90	90	75	50	50	50
	Below 500 TAF	90	90	90	90	75	50

Applying the forecast blending and adjustments determined by Reclamation and using the 75% probability of exceedance forecast dictated by the Guidelines, Reclamation calculates an **Unimpaired Runoff hybrid forecast of 1,642 TAF and a Normal-Wet Water Year Type. This provides a Restoration Allocation of 310.253 TAF as measured at Gravelly Ford (GRF).** Combined with Holding Contracts on the San Joaquin River, **this results in a Friant Dam release of approximately 427.198 TAF (Table 7)**. Other hypothetical allocations are presented in Table 7 and indicate the range of possible forecasts and the resulting Restoration Allocations.

Table 7. SJRRP Water Year Type and Allocation for 2026 Restoration Year (highlighted in blue) shown with other hypothetical values for each probability of exceedance forecast.

	98%	90%	75%	50%	25%	10%	2%
Reclamation's Hybrid Unimpaired Runoff Forecast (TAF)	1,264	1,413	**1,642**	1,915	2,287	2,716	3,189
Water Year Type	Normal-Dry	Normal-Dry	**Normal-Wet**	Normal-Wet	Normal-Wet	Wet	Wet
Restoration Allocation at GRF (TAF)	258.316	278.374	**310.253**	348.499	400.615	556.542	556.542
Friant Dam Flow Releases (TAF)	375.262	359.319	**427.198**	465.444	517.560	673.488	673.488

Unreleased Restoration Flow Pricing

The first allocation issued after March 21 sets the price for 2026 Tier 2 Unreleased Restoration Flows (URFs) which may be made available to Friant Contractors. Tier 1 URF pricing is independent of hydrology and fixed at $25.00 per acre-foot in 2026.

Contractual Obligation Considerations

Consistent with Section 10004(j) of the San Joaquin River Restoration Settlement Act, the Settlement and the Settlement Act do not modify the rights and obligations of the United States under the Purchase Contract between Miller and Lux and the United States (Purchase Contract) and the Second Amended Exchange Contact (Exchange Contract), between the United States Department of the Interior, Bureau of Reclamation and Central California Irrigation District (CCID), San Luis Canal Company (SLCC), Firebaugh Canal Water District (FCWD), and Columbia Canal Company (CCC). These four districts are collectively known as the San Joaquin River Exchange Contractors (SJREC). Reclamation's obligations in the Purchase Contract and Exchange Contract remain unchanged by this allocation, which is consistent with Condition 17 of Reclamation's 2013 Water Rights Order addressing Restoration Flows.

Hydrologic conditions in Northern California, where the SJREC water supply is typically generated, are trending above average. 2026 is expected to be a "Non-Shasta Critical" allocation for SJREC. Federal storage in San Luis Reservoir is on track to meet the 2026 Exchange Contract supply.

Default Flow Schedule

The Default Flow Schedule, derived from Exhibit B in the Settlement, identifies how Reclamation will schedule the Restoration Allocation for the current Water Year Type and Unimpaired Runoff volume absent a recommendation from the Restoration Administrator. The Guidelines provide detail on how a Default Flow Schedule is parsed from the allocation volume. This approved method of distributing water throughout the year is referred to as "Method 3.1" with the "gamma pathway."

Exhibit B Method 3.1 Default Flow Schedules

Table 8a shows the Basic Default Flow Schedule flows and corresponding Restoration Allocation volumes for the entire year absent channel capacity and seepage constraints, including releases from Friant Dam and Restoration Flow releases in excess of Holding Contracts. Volume is distributed as various flow rates across the year as per methods explained in the Guidelines.

Table 8a. Basic Default Flow Schedule

Flow Period	Friant Dam Release Flow (cfs)	Holding Contracts [11] Flow (cfs)	Flow Target at GRF Flow (cfs)	Restoration Flow at GRF Flow (cfs)	Friant Dam Release Volume (TAF)	Restoration Flow at GRF Volume (TAF)
Mar 1–Mar 15	500	130	375	370	14.876	11.008
Mar 16–Mar 31	1500	130	1375	1370	47.603	43.478
Apr 1–Apr 15	2500	150	2355	2350	74.380	69.917
Apr 16–Apr 30	2432	150	2287	2282	72.356	67.893
May 1–May 28	350	190	165	160	19.438	8.886
May 29–Jun 30	350	190	165	160	22.909	10.473
July 1–July 29	350	230	125	120	20.132	6.902
Jul 30–Aug 31	350	230	125	120	22.909	7.855
Sep 1–Sep 30	350	210	145	140	20.826	8.331
Oct 1–Oct 31	350	160	195	190	21.521	11.683
Nov 1–Nov 6	700	130	575	570	8.331	6.783
Nov 7–Nov 10	700	130	575	570	5.554	4.522
Nov 11–Nov 30	350	120	235	230	13.884	9.124
Dec 1–Dec 31	350	120	235	230	21.521	14.142
Jan 1–Jan 31	350	100	255	250	21.521	15.372
Feb 1–Feb 28	350	100	255	250	19.438	13.884
				Totals:	**427.198**	**310.253**

11. In recent years, Holding Contract demands have been higher than assumed under Exhibit B of the Settlement, in which case, flows at Friant are increased to achieve the Gravelly Ford Flow Target.

Table 8b shows the Capacity Constrained Default Flow Schedule volumes with all expected operational constraints, primarily controlled by seepage limitations in Reach 4A. Any volume within the Spring Flexible Flow Account and Fall Flexible Flow Account that cannot be released on the default schedule is shifted to other times during the flexible flow period with available capacity as per the Guidelines. This Capacity Constrained Default Flow Schedule depicted in Table 8b will be implemented in the absence of a specific recommendation by the Restoration Administrator. Table 8b uses Exhibit B losses; actual losses are greater in most cases. **With these known constraints[1], a Restoration Flow volume of 76.489 TAF is generated that cannot be scheduled for release without shifting outside of the flexible flow periods (which would require a Water Supply Test). This volume would become URFs under the Capacity Constrained Default Flow Schedule using Exhibit B losses.** Note that this estimate is based on the newly set Reach 3 seepage capacity of approximately 895 cfs and a raised Reach 4A seepage capacity of approximately 950 cfs[2] (see section on Channel Capacity). This is an estimated volume of water, actual URF volumes will depend on several factors including the Restoration Administrator Recommendation, flow schedule to date, recapture of Restoration Flows at Mendota Pool, any Friant Dam releases made for the Exchange Contract, real-time assessments of groundwater constraints, actual river losses, and in-river construction projects.

[1] As shown by Table 14, the estimated seepage capacity in Reach 3 is dynamic because it is dependent upon water deliveries to Arroyo Canal. For the purposes of Table 8b, an annual mean Reach 3 capacity for Restoration Flows was assumed to be 600 cfs.

[2] Reach 4A seepage limitation of 950 cfs is an approximate seepage capacity flow rate. Higher flows conducted in 2026 may help refine this estimate. As always, seepage constraints are driven by real-time groundwater conditions and may be above or below the estimated flow rates shown here.

Table 8b. Capacity Constrained Default Flow Schedule

Flow Period	Flow (cfs)				Volume (TAF)		
	Friant Dam Release	Holding Contracts [12]	Flow Target at GRF	Restoration Flow at GRF	Friant Dam Release	Restoration Flow at GRF	Unreleased Restoration Flow [13]
Mar 1–Mar 15	847	130	722	717	25.189	21.322	-10.313
Mar 16–Mar 31	847	130	722	717	26.869	22.743	20.735
Apr 1–Apr 15	867	150	722	717	25.784	21.322	48.596
Apr 16–Apr 30	867	150	722	717	25.784	21.322	46.571
May 1–May 28	907	190	722	717	50.352	39.800	-30.917
May 29–Jun 30	346	190	161	156	22.630	10.194	0.279
Jul 1–Jul 29	346	230	121	116	19.887	6.658	0.245
Jul 30–Aug 31	346	230	121	116	22.630	7.576	0.279
Sep 1–Sep 30	346	210	141	136	20.573	8.077	0.253
Oct 1–Oct 31	346	160	191	186	21.259	11.421	0.262
Nov 1–Nov 6	739	130	614	609	8.795	7.248	-0.464
Nov 7 –Nov 10	696	130	571	566	5.520	4.489	0.034
Nov 11–Nov 30	346	120	231	226	13.715	8.955	0.169
Dec 1–Dec 31	346	120	231	226	21.259	13.880	0.262
Jan 1–Jan 31	346	100	251	246	21.259	15.110	0.262
Feb 1–Feb 28	346	100	251	246	19.202	13.648	0.236
				Totals:	**350.709**	**233.764**	**76.489**

12. In recent years, Holding Contract demands have been higher than assumed under Exhibit B of the Settlement, in which case, flows at Friant are increased to achieve the Gravelly Ford Flow Target.

13. This estimate of URF volume is based on the most constraining reach, with Spring Flexible Flows redistributed March 1 through May 28 as necessary and Fall Flexible Flows redistributed September 3 through December 28 as necessary up to channel capacity constraints. Constrained values are based on actual losses, not Exhibit B losses. Actual URF volume will depend on the Restoration Administrator's recommendations.

Exhibit B Restoration Flow Budget

Table 9 shows the components of the annual water budget for February 1, 2026, through February 28, 2027 (i.e., the Restoration Year including the spring flexible flow period). The Continuity Flow Account, Spring Flexible Flow Account, Riparian Recruitment Flow Account, and Fall Flexible Flow Account reflect the Exhibit B hydrograph for the current Restoration Allocation. The Exhibit B value of 116.945 TAF for Holding Contracts is shown. The volume for each flow account may change with subsequent Restoration Allocations.

Table 9. Restoration Budget with Flow Accounts

Period	Holding Contract Demand (TAF)	Continuity Flow Account (TAF)	Spring Flexible Flow Account (TAF)	Riparian Recruitment Flow Account (TAF)	Fall Flexible Flow Account (TAF)
Feb 1–Feb 28	–	0	166.868	–	–
Mar 1–Apr 30	16.919	25.428		–	–
May 1–May 28	10.552	8.886		0	–
May 29–Jul 29	25.666	17.375	–	0	–
Jul 30–Aug 31	15.055	7.855	–	–	–
Sep 1–Sep 30	12.496	8.331	–	–	6.942
Oct 1–Nov 30	17.177	25.170	–	–	
Dec 1–Dec 31	7.379	14.142	–	–	
Jan 1–Feb 28	11.702	29.256	–	–	–
Totals	**116.945** [14]	**136.443**	**166.868**	**0**	**6.942**
		310.253 (Base Flow volume)			
	427.198 (Approximate Friant Release Volume) [13]				

14. Since the early 2000s, Holding Contract demands have been higher than assumed under Exhibit B of the Settlement, in which case, flows at Friant are increased to achieve the Gravelly Ford Flow Target.

Remaining Flow Volumes

The amount of water remaining for scheduling is the volume of flows released from Friant Dam in excess of releases required to meet Holding Contract demands, less past releases. Table 10 tracks these balances among the four flow accounts. Tracking these four flow accounts is necessary for application of the Water Supply Test. The released-to-date volumes are derived from quality assurance/quality control (QA/QC) daily average data when available, and partly from provisional data posted to CDEC, and thus may have future adjustments. Such adjustments may also affect the remaining flow volume.

Table 10. Estimated Restoration Flow Volume Remaining and Released to Date

Flow Account		Yearly Allocation (TAF)	Released to River to Date [15] (TAF)	Removed as URFs to Date [15] (TAF)	Remaining Flow Volume (TAF)
Base Flows	Continuity Flow Account (Mar 1– Feb 28)	136.443	0	0	136.443
	Spring Flexible Flows (Feb 1–May 28)	166.868	0	0	166.868
	Riparian Recruitment Flows (May 1–Jul 29)	0	0	0	0
	Fall Flexible Flows (Sep 3–Dec 28)	6.942	0	0	6.942
Buffer Flows [16]		—	—	0	0
Unreleased Restoration Flows (Returned Exchanges)		—	—	0	—
Purchased Water		—	—	0	—
	Totals:		**0**	**0**	**310.253**

15. These are “Base Flow” releases through February 19, 2026

16. Buffer Flow volumes are based on actual releases, and are not an allocated volume per se.

Unreleased Restoration Flows

Unreleased Restoration Flows are created when inadequate channel capacity exists or other limitations which prevent the release of the entire Restoration Allocation volume. This extra volume may be sold or exchanged in a manner which benefits the Restoration Goal of the Settlement. URFs which are exchanged become available at another time (typically in the future) and thus may augment the current Restoration Allocation volume. Occasionally, URF exchange agreements may be structured in such a way to require a commitment of URFs in the future. The accounting of URF involved in exchanges is described below.

Available URF Exchange Returns

SJRRP has renegotiated two URF Exchange Agreements which are available for calling upon in 2026. SJRRP is working on extending a third agreement (Table 11).

Table 11. Volume available from URF Exchange Returns

Exchange Partner	Period of Return [16]	Minimum Required Return (TAF)	Maximum Annual Return (TAF)	Notes
FID	Apr–Sep [17]	— [17],	Up to 2.362 TAF	Return volume decreased 10% per year. Expires at end of Restoration Year 2027. Available Critical-High through Wet year types. 60-day advanced notice.
AEWSD	Apr–Feb [17]	— [17]	Up to 5.521 TAF 3,312 TAF in Dry 2,366 TAF in C-H	Expires at end of Contract Year 2029. Available Critical-High through Wet year types. Must notify prior to July 1
OCID		— [17], [18]		Currently being renegotiated

17. Unused water is purchased by District

18. Unless otherwise by mutual agreement or modification of agreement

URF Exchange Commitments

There are currently no commitments or encumbrances to any URF inventory (Table 12).

Table 12. Volume Committed to URF Exchanges

Exchange Partner	Exchange Terms	Notes
—	—	—

Operational Constraints

Operating criteria, such as channel conveyance capacity, ramping rate constraints, scheduled maintenance or construction, reservoir storage, flood management, contractual obligations, and downstream seepage concerns, may restrict the release of Restoration Flows. Table 13 summarizes known 2026 Restoration Year operational constraints (and also covers the last month of the 2025 Restoration Year).

Table 13. Summary of Operational Constraints

Type of Constraint	Period	Flow Limitation
Levee Stability	Currently in effect	1,210 cfs in Reach 2B
	Currently in effect	2,600 cfs in Middle Eastside Bypass
	Currently in effect	2,350 cfs in Reach 5
Seepage Limitation	Currently in effect	Reach 3: Approximately 895 cfs at MEN [19]
USFWS Biological Opinion	Until consultation for "Phase 2"	1,660 cfs of Restoration Flows released at Friant Dam
Construction — Arroyo Canal Fish Screen and Sack Dam Fish Passage [20]	February 1–May 25, 2026	Contract requires ability to pass a minimum of 230 cfs. Actual flow limitation is higher for this period. Reclamation is currently working with the construction contractor to accommodate higher flows at Sack Dam which would then be limited by seepage (see above).
	May 26, 2026–August 31, 2026	Contract requires ability to pass a minimum of 0 cfs. Actual flow limitation may be higher and is dependent on dewatering plan. Reclamation intends to engage construction contractor to pass higher flows during this period.
	September 1, 2026–October 31, 2026	Contract requires ability to pass a minimum of 150 cfs. Actual flow limitation may be higher.
	November 1, 2026–February 28, 2027	Contract requires ability to pass a minimum of 230 cfs. Actual flow limitation may be higher.

19. A seepage easement was signed in March 2025 increasing the seepage limitation to the current estimate of 895 cfs at MEN. Reach 3 must accommodate both Arroyo Canal water deliveries and Restoration Flows, see Table 14 for estimated rate for only Restoration Flows. Seepage constraints are driven by real-time groundwater conditions and may be above or below the estimated flow rates shown here.
20. Flow limitations will be iterative and determined in coordination with the construction contractor so as not to delay completion of the Phase 1 Settlement improvements (Paragraph 11(a) and Paragraph 13(i) of the Settlement).

The 2026 Channel Capacity Report identifies a maximum flow in Reach 2B of 1,210 cfs due to levee stability constraints. This results in a maximum release from Friant Dam between 1,460 cfs and 1,590 cfs depending on the time of year. The 2026 Channel Capacity Report also identifies a maximum flow in the Middle Eastside Bypass of 2,600 cfs, which was increased from the 2022 Channel Capacity Report value of 1,070 cfs due to the completion of the DWR Reach O levee improvements project and the removal of two weirs within the Eastside Bypass.

With active construction in the San Joaquin River corridor to complete Settlement Phase 1 projects, there are expected to be periods over the next several years where channel capacity

through construction sites becomes the most limiting constraint. Reclamation will coordinate with construction contractors to maximize the amount of Restoration Flows that can be passed through project sites but will also ensure that completion of Phase 1 projects are not delayed by Restoration Flow passage. As with other aspects of channel capacity, flow constraints through construction sites cannot be guaranteed or predicted far into the future. Reclamation will periodically update flow limitations imposed by construction.

For the period February 1 – May 25, 2026, Reclamation has confidence that the Arroyo Canal Fish Screen and Sack Dam Fish Passage construction site can accommodate flows of at least 700 cfs, which would result in the Reach 3 seepage limitation being controlling for that period of time. Since Reach 3 must accommodate Restoration Flows as well as water deliveries to Arroyo Canal, the expected flow rate specific to Restoration Flows is complex. Table 14 uses historic delivery patterns to Arroyo Canal and assumed Reach 3 losses and flow variability to arrive at an estimated Restoration Flow rate at the end of Reach 3. Fluctuations in Arroyo Canal water deliveries may occasionally result in the need to reduce Restoration Flows at Friant Dam or recapture Restoration Flow at Mendota Pool to remain below seepage limitations, which are themselves dynamic and respond to local groundwater conditions.

Table 14. Expected Reach 3 capacity for Restoration Flows. Since Arroyo Canal deliveries can be forecasted based on historical data, one can estimate what remaining capacity in Reach 3 is available to Restoration Flows. Actual capacity may be limited by other factors.

Period	Reach 3 Seepage Limitation (cfs)	HMRD Typical Historic Max Delivery (cfs)	Reach 3 Losses (cfs)	Assumed Flow Variability (cfs)	Estimated Capacity for Restoration Flows at Sack Dam (cfs)
Feb 1–15	Approx. 895	200	50	25	630
Feb 16–28	Approx. 895	320	50	25	510
Mar 1–15	Approx. 895	320	50	25	510
Mar 15–31	Approx. 895	160	50	25	670
Apr 1–15	Approx. 895	160	50	25	670
Apr 16–30	Approx. 895	240	50	25	590
May 1–15	Approx. 895	280	50	25	550
May 16–25	Approx. 895	360	50	25	470
May 26–31	Approx. 895	400	50	25	430
Jun 1–15	Approx. 895	480	50	25	350
Jun 16–30	Approx. 895	520	50	25	310
Jul 1–15	Approx. 895	540	50	25	290
Jul 16–31	Approx. 895	540	50	25	290
Aug 1–15	Approx. 895	540	50	25	290
Aug 16–31	Approx. 895	540	50	25	290
Sep 1–15	Approx. 895	300	50	25	530
Sep 16–30	Approx. 895	360	50	25	470
Oct 1–15	Approx. 895	360	50	25	470
Oct 16–31	Approx. 895	340	50	25	490
Nov 1–15	Approx. 895	300	50	25	530
Nov 16–30	Approx. 895	260	50	25	570
Dec 1–15	Approx. 895	200	50	25	630
Dec 16–31	Approx. 895	180	50	25	650
Jan 1–15	Approx. 895	100	50	25	730
Jan 16–31	Approx. 895	100	50	25	730
Feb 1–15	Approx. 895	200	50	25	630
Feb 16–28	Approx. 895	320	50	25	510

2026 Allocation History

The Restoration Allocation is adjusted multiple times between the date of the initial allocation and the final allocation; issuances will generally take place on a monthly schedule but may also be issued based on rapidly changing hydrologic conditions. The Restoration Administrator is responsible for contingency planning and managing flow schedules to stay within the current allocation to the extent possible, in accordance with the Guidelines. Table 15 summarizes the full allocation history for this Restoration Year.

Table 15. Allocation History

Allocation Type	Issue Date	DWR: NWS Blending	Cumu-lative Scaling	Dispersion Adj.	Unimpaired Runoff Forecast (at forecast exceedance)	Year Type	Restoration Allocation at Gravelly Ford	Restoration Flows and URFs Expended
Initial	January 16, 2026	20/80	95.6%	+10%	1,606 TAF (@ 75%)	Normal-Wet	305.210 TAF	0 TAF (through 1/16/2026)
Updated	February 20, 2026	20/80	87.1%	+12%	1,642 TAF (@ 75%)	Normal-Wet	310.253 TAF	0 TAF (through 2/19/2026)

Appendix A: Abbreviations, Acronyms, and Glossary

AEWSD	Arvin–Edison Water Storage District
af	acre-feet
A-J	April through July period
ASO	Airborne Snow Observatory
B120	DWR Bulletin No. 120 which forecasts water supply
CCC	Columbia Canal Company
CCID	Central California Irrigation District
CDEC	California Data Exchange Center
cfs	cubic feet per second
CVP	Central Valley Project
DEID	Delano–Earlimart Irrigation District
Delta	Sacramento–San Joaquin Delta
DWR	California Department of Water Resources
ESP	Ensemble Streamflow Prediction
Exhibit B	Exhibit B of the Settlement depicting Default Hydrograph
FCWD	Firebaugh Canal Water District
GRF	Gravelly Ford Flow Gauge
FID	Fresno Irrigation District
Guidelines	Restoration Flow Guidelines
NWS	National Weather Service
QA/QC	Quality Assurance/Quality Control (i.e., finalized)
OCID	Orange Cove Irrigation District
Reclamation	U.S. Department of the Interior, Bureau of Reclamation
Restoration Year	the cycle of Restoration Flows, March 1 through February 28/29
RFG	Restoration Flow Guidelines
RWA	SJRRP Reclaimed Water Account
Secretary	U.S. Secretary of the Interior
Settlement	Stipulation of Settlement in NRDC, et al., v. Kirk Rodgers, et al.
SJREC	San Joaquin River Exchange Contractors
SJRRP	San Joaquin River Restoration Program
SLCC	San Luis Canal Company
SMP	Seepage Management Plan

SWE	Snow Water Equivalent
TAF	thousand acre-feet
URF	Unreleased Restoration Flows
WSI	DWR Water Supply Index
WY	Water year, October 1 through September 30

Appendix B: Previous Year (2024) Flow Accounting

Table B1. Annual Restoration Flow Accounting and Unreleased Restoration Flows, and Holding Contracts, for the period February 2024 through February 2025. The Restoration Allocation had a year-end balance of +0.158 TAF.

<table>
<tr><th rowspan="2">Gravelly Ford 5 cfs Requirement (TAF)</th><th rowspan="2">Other Flows Passing GRF (TAF)</th><th rowspan="2">URF Sold or Exch</th><th colspan="7">Released Restoration Flow Volumes (TAF)</th></tr>
<tr><th>Continuity Flow</th><th>Spring Flexible Flow</th><th>Fall Flexible Flow</th><th>Riparian Recruitment Flow</th><th>Buffer Flow</th><th>Flexible Buffer Flow</th><th>URF Returned</th></tr>
<tr><td rowspan="4">150.520 [A1]</td><td rowspan="4">12.623</td><td rowspan="3">150.473</td><td>141.068</td><td>34.788</td><td>2.539</td><td>0</td><td>3.822</td><td>0.625</td><td rowspan="3">8.700</td></tr>
<tr><td colspan="4">178.395 (Base Restoration Flows)</td><td colspan="2">4.447 (all Buffer Flows)</td></tr>
<tr><td colspan="6">182.842 (Restoration Flows affecting Friant water supply)</td></tr>
<tr><td colspan="7">191.542 (Restoration Flows released to river)</td></tr>
<tr><td colspan="3"></td><td colspan="4">328.868 (Restoration Allocation used)</td><td></td></tr>
<tr><td colspan="3"></td><td colspan="5">355.515 (Friant Dam releases — excludes removed URFs, Restoration Flows advanced info February, and excludes contributions from tributary inflows)</td></tr>
</table>

A1. Calculations of the 5 cfs requirement are sensitive to gauge error at GRF or imprecision in Friant Dam release.

Table B2. Monthly Restoration Flow Accounting and Unreleased Restoration Flows, and Holding Contracts, for the period February 2024 through February 2025. Flood management releases to San Joaquin River occurred January 5–February 5, 2023, and March 8–July 26, 2023. No releases for the Exchange Contract occurred during this Restoration Year. The final Restoration Allocation was 557.038 TAF. URF Sales and Exchanges removed from the Allocation totaled 373.849 TAF. Additionally, Unreleased Restoration Flow exchange returns of 10.167 TAF were released to the San Joaquin River, and 0 TAF of Buffer Flows. A total of 0 TAF was advanced into February 2024.

Flow Period	Gravelly Ford 5 cfs Requirement (TAF)	Other Flows Passing GRF (TAF)	URF Sold or Exch	Released Restoration Flow Volumes (TAF)							Combined Released Restoration Flow
				Continuity Flow	Spring Flexible Flow	Fall Flexible Flow	Riparian Recruitment Flow	Buffer Flow	Flexible Buffer Flow	URF Returned	
Feb 1–Feb 29	–	–	–	–	0	–	–	–	–	–	0
Mar 1–Mar 31	9.935	0	0	13.527	9.558	–	–	0	–	0	23.086
Apr 1–Apr 30	10.530 [A1]	0	42.105	11.901	11.619	–	–	0	–	0	23.520
May 1–May 31	17.040 [A1]	9.989	108.368	9.927	13.611	–	0	0	0.625	0	23.538
Jun 1–Jun 30	12.760	2.634	0	9.642	–	–		0.571		0.238	10.451
Jul 1–Jul 31	14.229	0	0	7.529	–	–		0.738		3.259	11.526
Aug 1–Aug 31	15.134	0	0	7.597	–	–	–	0.738		3.715	12.050
Sep 1–Sep 30	14.384	0	0	8.279	–	10626	–	1.160		1.488	13.178
Oct 1–Oct 31	13.240	0	0	11.476	–	0.099	–	0.615	0	0	12.190
Nov 1–Nov 30	12.254	0	0	13.470	–	0.367	–	0		0	13.837
Dec 1–Dec 31	11.449	0	0	14.231	–	0.446	–	0		0	14.678
Jan 1–Jan 31	11.228	0	0	15.421	–	–	–	0	–	0	15.421
Feb 1–Feb 28	8.337	0	0	18.067	–	–	–	0	–	0	18.067

Appendix C: History of Millerton Unimpaired Runoff

Table C. Water Year Totals in Thousand Acre-Feet

Water Year [A2]	Unimpaired Runoff [A3]	SJRRP Water Year Type [A4]
1873	1063.6	Normal-Dry
1874	1743.0	Normal-Wet
1875	837.0	Dry
1876	2493.0	Normal-Wet
1877	758.0	Dry
1888	2218.0	Normal-Wet
1889	1452.2	Normal-Wet
1890	3117.0	Wet
1891	2626.5	Wet
1892	1670.4	Normal-Wet
1893	1286.7	Normal-Dry
1894	3207.8	Wet
1895	1175.5	Normal-Dry
1896	3905.0	Wet
1897	1412.0	Normal-Dry
1898	906.0	Dry
1899	1517.0	Normal-Wet
1900	1337.1	Normal-Dry
1901	2988.8	Wet
1902	1704.0	Normal-Wet
1903	1727.0	Normal-Wet
1904	2062.0	Normal-Wet
1905	1795.4	Normal-Wet
1906	4367.8	Wet
1907	3113.9	Wet
1908	1163.4	Normal-Dry
1909	2900.7	Wet
1910	2041.5	Normal-Wet
1911	3586.0	Wet
1912	1043.9	Normal-Dry
1913	879.4	Dry
1914	2883.4	Wet
1915	1966.3	Normal-Wet
1916	2760.5	Wet
1917	1936.2	Normal-Wet
1918	1466.8	Normal-Wet
1919	1297.5	Normal-Dry
1920	1322.5	Normal-Dry
1921	1604.4	Normal-Wet
1922	2355.1	Normal-Wet
1923	1654.3	Normal-Wet
1924	444.1	Critical-High
1925	1438.7	Normal-Dry
1926	1161.4	Normal-Dry
1927	2001.3	Normal-Wet
1928	1153.7	Normal-Dry
1929	862.4	Dry
1930	859.1	Dry
1931	480.2	Critical-High
1932	2047.4	Normal-Wet
1933	1111.4	Normal-Dry
1934	691.5	Dry
1935	1923.2	Normal-Wet
1936	1853.3	Normal-Wet
1937	2208.0	Normal-Wet
1938	3688.4	Wet
1939	920.8	Dry
1940	1880.6	Normal-Wet
1941	2652.5	Wet
1942	2254.0	Normal-Wet
1943	2053.7	Normal-Wet
1944	1264.4	Normal-Dry
1945	2134.633	Normal-Wet
1946	1727.115	Normal-Wet
1947	1121.564	Normal-Dry
1948	1201.390	Normal-Dry
1949	1167.008	Normal-Dry
1950	1317.457	Normal-Dry
1951	1827.254	Normal-Wet
1952	2840.854	Wet
1953	1226.830	Normal-Dry
1954	1313.993	Normal-Dry
1955	1161.161	Normal-Dry
1956	2959.812	Wet
1957	1326.573	Normal-Dry
1958	2631.392	Wet
1959	949.456	Normal-Dry

Table C. Water Year Totals in Thousand Acre-Feet

Water Year [A2]	Unimpaired Runoff [A3]	SJRRP Water Year Type [A4]
1960	826.021	Dry
1961	647.428	Critical-High
1962	1924.066	Normal-Wet
1963	1945.266	Normal-Wet
1964	922.351	Dry
1965	2271.191	Normal-Wet
1966	1298.792	Normal-Dry
1967	3233.097	Wet
1968	861.894	Dry
1969	4040.864	Wet
1970	1445.837	Normal-Dry
1971	1416.812	Normal-Dry
1972	1039.249	Normal-Dry
1973	2047.585	Normal-Wet
1974	2190.308	Normal-Wet
1975	1795.922	Normal-Wet
1976	629.234	Critical-High
1977	361.253	Critical-Low
1978	3402.805	Wet
1979	1829.988	Normal-Wet
1980	2973.169	Wet
1981	1067.757	Normal-Dry
1982	3317.171	Wet
1983	4643.090	Wet
1984	2042.750	Normal-Wet
1985	1135.975	Normal-Dry
1986	3031.600	Wet
1987	756.853	Dry
1988	862.124	Dry
1989	939.168	Normal-Dry
1990	742.824	Dry
1991	1027.209	Normal-Dry
1992	807.759	Dry
1993	2672.322	Wet
1994	824.097	Dry
1995	3876.370	Wet
1996	2200.707	Normal-Wet
1997	2817.670	Wet
1998	3160.759	Wet
1999	1527.040	Normal-Wet
2000	1735.653	Normal-Wet
2001	1065.318	Normal-Dry
2002	1171.457	Normal-Dry
2003	1449.954	Normal-Dry
2004	1130.823	Normal-Dry
2005	2826.872	Wet
2006	3180.816	Wet
2007	684.333	Dry
2008	1116.790	Normal-Dry
2009	1455.379	Normal-Wet
2010	2028.706	Normal-Wet
2011	3304.824	Wet
2012	831.582	Dry
2013	856.626	Dry
2014	509.579	Critical-High
2015	327.410	Critical-Low
2016	1300.613	Normal-Dry
2017	4395.400	Wet
2018	1348.980	Normal-Dry
2019	2734.772	Wet
2020	886.025	Dry
2021	521.853	Critical-High
2022	1059.492	Normal-Dry
2023	4506.923	Wet
2024	1757.111	Normal-Wet
2025	1280.766	Normal-Dry

A2. Water year is from Oct 1 through Sept 30, for example the 2010 water year began Oct 1, 2009. Unimpaired Runoff is based on Reclamation calculations, and hypothetical water year types are shown here; actual Restoration water year types are based on the final allocation, which may sometimes differ slightly from the calculated water year total.

A3. Also known as “Natural River” or “Unimpaired Runoff into Millerton”–This is the total runoff that would flow into Millerton Lake if there were no dams or diversions upstream. There was a lower level of precision prior to 1945. Friant Dam uses 1.9835 conversion from cfs to AF.

A4. The six SJRRP Water Year Types are based on Unimpaired Runoff and are not updated as climatology changes as per the Settlement. Critical-Low= <400 TAF, Critical-High=400-669.999 TAF, Dry= 670-929.999 TAF, Normal-Dry 930-1,449.999, Normal-Wet 1,450-2,500, Wet>2,500.

Appendix D: Final Restoration Allocations and Errors

Table D1. History of Restoration Allocations

Year	Type	Date of Final Allocation Issuance [A6]	Unimpaired Runoff Forecast in Final Allocation (TAF)	Final Restoration Allocation (TAF)	Observed Unimpaired Runoff on September 30 (TAF)	Unimpaired Runoff Forecast Error	Allocation Error
2009	Interim Flows			261.5	1,455.379	—	—
2010	Interim Flows			98.2	2,028.706	—	—
2011	Interim Flows			152.4	3,304.824	—	—
2012	Interim Flows			183	831.582	—	—
2013	Interim Flows			65.5	856.626	—	—
2014	Restoration Flows	Mar 3	518	0 [A5]	509.579	+8.421 (+1.6%)	0 [A5]
2015	Restoration Flows	Sep 28	327	0	327.410	-0.410 (-0.1%)	0
2016	Restoration Flows	Sep 30	1,300.986	263.295	1,300.986	0 (0%)	0
2017	Restoration Flows	Jul 10	4,444	556.542	4,395.400	+48.600 (+1.1%)	0
2018	Restoration Flows	May 22	1,427	280.258	1,348.979	+78.021 (+5.8%)	+10.503
2019	Restoration Flows	May 20	2,690	556.542	2,734.772	-44.772 (-1.6%)	0
2020	Restoration Flows	June 19	880	202.197	886.025	-6.025 (-0.7%)	-1.345
2021	Restoration Flows	June 25	529	70.919	521.853	+7.147 (+1.4%)	0
2022	Restoration Flows	May 13	1,072	232.470	1,059.492	+12.508 (+1.2%)	+1.684
2023	Restoration Flows	May 18	4,664	557.038	4,506.923	+157.077 (+3.5%)	0
2024	Restoration Flows	May 17	1,776	329.026	1,757.111	+18.889 (+1.1%)	+2.646
2025	Restoration Flows	May 18	1,346	269.355	1280.766	+65.234 (+5.1%)	+8.602

A5. No water was provided under this Critical-High designation due to necessity for Friant Dam to release flows for the Exchange Contract.

A6. In 2018 with the completion of Version 2.0 of the Restoration Flows Guidelines, the date of final Restoration Allocation issuance was advanced from September 30 to May (or June under dry hydrologic conditions). This results in greater Unimpaired Runoff Forecast error, and sometimes in greater Allocation Error.

Table D2. History of Restoration Flow Releases

Year	Year Type	Final Restoration Allocation (TAF)	URFs Removed from Allocation (TAF)	URF Exchange Returns (TAF)	Buffer Flows Utilized (TAF)	Restoration Flows Passing Gravelly Ford (TAF) [A7]	Restoration Allocation Utilization (TAF)	Release Error (TAF)
2014	Critical-High	0	0	0	0	0	0	0
2015	Critical-Low	0	0	0	0	0	0	0
2016	Normal-Dry	263.295	*pending*	*pending*	*pending*	*pending*	*pending*	*pending*
2017	Wet	556.542	367.458	0	0	*pending*	*pending*	*pending*
2018	Normal-Dry	280.258	124.791	2.129	0	157.596	280.258	0
2019	Wet	556.542	365.760	0	0	190.666	556.426	-0.116
2020	Dry	202.197	63.502	0.487	0.605	139.517	201.927	-0.270
2021	Critical-High	70.919	0	10.425	0.902	82.247	70.919	0
2022	Normal-Dry	232.470	101.076	3.500	0	135.094	232.670	+0.200
2023	Wet	557.038	373.944	10.167	0	193.263	557.040	+0.002
2024	Normal-Wet	329.026	150.473	8.700	4.447	191.542	328.868	-0.158
2025	Normal-Dry	269.355	87.696	0	0	*pending*	*pending*	*pending*

A7. Restoration Flows passing Gravelly Ford includes flood management releases which were accounted for as meeting the Restoration Flow Schedule at Gravelly Ford.

Appendix E: Unreleased Restoration Flow History

Table E1. URF Distributions (TAF)

Restoration Year	Gross Volume of URF Sales to Class 1	Gross Volume of URF Sales to Class 2	Net Volume of URF Sales to Class 1	Net Volume of URF Sales to Class 2	Gross Volume of URF put into Exchanges	Net Volume of URF put into Exchanges	Gross Volume of URFs Spilled	Gross Total URF
2013	—	—	—	—	12.694	12.694	—	12.694
2014	11.219	—	11.219	—	—	—	0.206	11.425
2015	—	—	—	—	—	—	—	0
2016	70.860	56.959	67.317	54.111	18.947	18.000	—	146.766
2017	5.474	364.967	5.200	346.716	2.491	2.366	—	372.932
2018	65.249	40.000	61.986	38.000	19.543	18.565	—	124.792
2019	—	326.954	—	310.607	16.298	15.482	22.509	365.761
2020	43.500	—	41.325	—	20.002	19.697	—	63.502
2021	—	—	—	—	—	—	—	0
2022	75.178	—	71.419	—	26.951	25.603	—	102.128
2023	—	372.048	—	353.446	—	—	—	372.049
2024	—	150.474	—	142.950	—	—	—	150.474
2025	42.100	37.894	39.995	35.999	7.702	7.321	—	87.696
2026	—	—	—	—	—	—	—	—
Total	**313.58**	**1349.296**	**298.461**	**1281.829**	**124.628**	**119.728**	**22.715**	**1810.219**

2026: URF actions are not completed for this year

Table E2. Expected URF Revenue for the Restoration Fund

Restoration Year	Revenue Expected from URF Sales	Revenue Expected from URF Exchanges	Total Expected URF Revenue
2013	—	—	—
2014	$3,470,650	—	$3,470,650
2015	—	—	—
2016	$9,686,790	—	$9,686,790
2017	$6,990,680	—	$6,990,680
2018	$6,123,858	$494,504	$6,618,362
2019	$6,393,286	$306,680	$6,699,966
2020	$8,922,481	$1,251,630	$10,174,111
2021	—	$525,000	$525,000
2022	$13,488,907	$1,909,267	$15,398,173
2023	$8,129,258	—	$8,129,258
2024	$3,287,850	$188,870	$3,476,720
2025	$7,103,145	—	$7,103,145
2026	—	—	—
Total	**$73,596,905**	**$4,675,951**	**$78,272,855**

Table E3. URF Exchanges Returned to the Program

Restoration Year	Volume Returned (TAF)	Notes
2013	0	—
2014	11.425	From 2013 URF Exchange with FID, used for 2014 sales
2015	0	—
2016	0	—
2017	5.474	Returned from San Luis Reservoir, 5.200 net URF sold
2018	2.129	Returned from 2018 DEID exchange
2019	9.000	Returned to SLR from 2019 AEWSD and LTRID exchange, transferred to CVO for San Luis Unit supply
2020	0.487	Returned from FID from 2019 exchange
2021	10.425	Returned from multi-party 2020 exchange
2022	3.500	From 2016 URF Exchange with AEWSD
2023	10.167	3.500 AEWSD, 2.000 FID, 4.667 OCID
2024	8.700	3.500 AEWSD, 0.822 DEID, 0.378 SWID, 3.000 OCID
2025	0	—
2026	*Pending*	
Total	**61.307**	

Appendix F: Water Management Goal

Table F1. Final Friant Water Contract Supply

Contract Year	Class 1 Total Supply 800 TAF		Class 2 Total Supply 1,401.475 TAF	
	Class 1 Declaration	Volume of Class 1 as Uncontrolled Season	Class 2 Residual Declaration	Volume of Class 2 as Uncontrolled Season
2009	100%	0%	10%	21%. Including residual allocation is equivalent to 31%
2010	100%	0%	10%	32%. With residual allocation is equivalent to 42%
2011	100%	0%	5%	38%. With residual allocation is equivalent to 43%
2012	57%	0%	0%	0%
2013	62%	0%	0%	0%
2014	0%	0%	0%	0%
2015	0%	0%	0%	0%
2016	75% Residual	12.5% (100 TAF used, mostly in April)	0%	7%
2017	100%	0%	3%	30%. UcS through mid-July. With residual allocation equivalent to 33%
2018	88% Residual	11% (88 TAF used April-May)	0%	9%.
2019	100%	0%	0%	49%
2020	65%	0%	0%	0%
2021	40%	0%	0%	0%
2022	35%	0%	0%	0%
2023	100%	0%	15%	18%. UcS through late-July. With residual allocation equivalent to 33%
2024	90%	*pending*	0%	*pending*
2025	100%	0%	0%	0%

Notes

2009: C1/C2 declaration on 6/12/209 was 77/18, increased to 100/10 once SJRRP Interim Flows were scheduled for 10/1/2009 release.

2010: Class 2 declaration changed from 15% to 10%, but this did not impact RWA calculation which uses growing season allocation of 15%.

2011: Class 2 declaration changed from 20% to 5%, but this did not impact RWA calculation which uses growing season allocation of 20%.

2012: Class 1 declaration changed from 50% to 57% on 4/27/2012, but this did not impact RWA calculation which uses growing season allocation of 50%.

2013: Final declaration made 7/15/2013.

2014, 2015: Friant Dam releases to satisfy Exchange Contract at Mendota Pool. 2014 final declaration made 5/13/2014. 2015 final declaration made 2/27/2015.

2016: 12.5% of Class 1 was released as Uncontrolled Season water. Class 1 allocation was reduced from 100% to 87.5% (including UcS) at final allocation on 7/18/2016.

2017: Uncontrolled Season through mid-July. Flood flows 1/42017–7/20/2017.

2018: 11% of Class 1 was released as Uncontrolled Season water. Class 1 allocation was reduced from 100% to 99% (including UcS) before final allocation on 9/26/2018.

2019: Uncontrolled season through 7/15/2019. Flood flows 3/15/2019–4/5/2019 and 5/21/2023–7/10/2019.

2020: Final declaration 6/24/2020.

2021: Class 1 declaration increased from 20% to 25% in November, increased to 40% in December. Late change did not affect apportionment of RWA impact.

2022: Class 1 declaration increased from 30% to 35% in January associated with 2023 flood flows.

2023: Flood flows 1/5/2023–2/5/2023 and 3/8/2023–7/26/2023.
2024: Final Friant declarations are pending verification

Table F2. Additional Water Supply

Restoration Year	Gross Volume of URF Sales to Class 1	Gross Volume of URF Sales to Class 2	Net Volume of URF Sales to Class 1	Net Volume of URF Sales to Class 2	Gross Volume of URF put into Exchanges	Net Volume of URF put into Exchanges	Gross Volume of URFs Spilled	Gross Total URF
2013	Table Under Development							
2014								
2015								
2016								
2017								
2018								
2019								
2020								
2021								
2022								
2023								
2024								
Total								

Table F3. URF Reconciliation (URF Distribution to incorrect Class, all values TAF) [A8] [A9]

Restoration Year	URFs Sales Distributed to Class 1 Which Should Have Been Distributed to Class 2	Error Extinguished	URFs Sales Distributed to Class 2 Which Should Have Been Distributed to Class 1	Error Extinguished
2020	0	Not Applicable	0	Not Applicable
2021	0	Not Applicable	0	Not Applicable
2022	0	Not Applicable	0	Not Applicable
2023	0	Not Applicable	0	Not Applicable
2024	0	Not Applicable	Tier 1 (50.474)	Not Applicable
2025	*0*	Not Applicable	0	39.995 Tier 1 extinguished

A8. Reconciliation of URFs was instituted in 2020 and will be codified in Restoration Flow Guidelines Version 2.2.

A9. All values are net (not gross) URF sales.

Meeting Agenda

Date & Time: 3/2/2026 | 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/84203376101?pwd=96huusg6V97MtHvGzfSBgcifjVuK2a.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 special meeting of the Finance & Administration Committee ("FAC") and a joint special 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 *et seq*.	
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 February 2, 2026 Meeting Minutes**	

REPORT ITEMS

5.	FY26 Activity Agreements Budget to Actual Report through 1/31/26	Tarka
6.	FY26 O&M Budget to Actual Report through 1/31/26	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 infrastructure 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

March 2, 2026

15671 W. Oakland Ave
Five Points, CA 93624

5750 Almaden Expressway
San Jose, CA 95118

Meeting Minutes

Date & Time: 2/2/2026 | 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
Division 1: Anthea Hansen, Chair/Member
Division 2: Justin Diener, Member
Stephen Farmer, Alternate
Division 3: Chris White, Member
Jarrett Martin, Alternate
Division 4: Brett Miller, Member
Vince Gin, Alternate
Division 5: Absent
FWA: Wilson Orvis, Alternate (ZOOM)

Board of Directors Present

Division 1: 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
Brett Miller, Alternate
Division 5: Absent
FWA Representative: Absent

Authority Representatives Present

Federico Barajas, Executive Director
Pablo Arroyave, Chief Operating Officer
Scott Petersen, Water Policy Director
Rebecca Akroyd, General Counsel
Rebecca Harms, Deputy General Counsel
Ray Tarka, Director of Finance
Lauren Viers, Accounting Manager
Jaime McNeil, Engineering Manager
Eddie Reyes, Information Systems Technician

Others Present

None

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 January 8, 2026 Meeting Minutes –** Chair Anthea Hanson deemed the January 8, 2026 meeting minutes approved with minor correction.	

5.	**Recommendation to Board of Directors to Accept the Treasurer's Report for the Quarter Ending December 21, 2025 –** Director of Finance Raymond Tarka reviewed the Treasurer's Report. Tarka stated that total cash as of December 31, 2025 was $28,018,039.65. The Authority is in compliance with the investment policy and able to meet cash requirements for the next six months. M/S - On a motion made by Member Brett Miller, seconded by Member Justin Diener, the Committee recommended acceptance of the Treasurer's Report for the Quarter Ending December 31, 2025. Vote: Ayes – Michael, Hansen, Diener, White, Miller, Orvis; Nays – 0; Abstentions – 0.	Tarka
6.	**Recommendation to Board of Directors to Authorize Award and Execution of Construction Agreement for Jones Pumping Plant Pump Casing & Bifurcation Pipe Recoating Project, and Expenditure of Up to $1,037,350 Utilizing Fiscal Year (FY) 2025 and 2026 EO&M Funds –** Chief Operating Officer Pablo Arroyave reviewed the item along with the documents provided to the committee. Arroyave stated that work is expected to be completed this spring and will proceed with future recoating in future years. Currently, Unit 5 is in the process of a warranty inspection. M/S - On a motion made by Alternate Wilson Orvis, seconded by Member Brett Miller, the Committee recommended authorizing award and execution of Construction Agreement for Jones Pumping Plant Pump Casing & Bifurcation Pipe Recoating Project, and Expenditure of up to $1,037,350 utilizing Fiscal Year (FY) 2025 and 2026 EO&M Funds. Vote: Ayes – Michael, Hansen, Diener, White, Miller, Orvis; Nays – 0; Abstentions – 0.	Arroyave, McNeil
7.	**Recommendation to Board of Directors to Authorize Sixth Amendment to Agreement for Professional Services Supporting DMC Subsidence Correction Project with CDM Smith and Related Increase in Expenditure of Up to $216,587 Utilizing FY 2021, FY 2022, and/or FY 2023 EO&M Budget Funds -** Engineering Manager Jaime McNeil reviewed the item. McNeil stated that staff is requesting a sixth amendment to the professional services contract with CDM, increasing the contract $216,587. These expenditures would initially be paid with funds collected in prior fiscal years and later reimbursed with grant funds. Staff answered questions throughout the presentation. M/S - On a motion made by Member Brett Miller, seconded by Member Justin Diener, the Committee recommended authorizing the Sixth Amendment to Agreement for Professional Services supporting DMC Subsidence Correction Project with CDM Smith and Related Increase in Expenditure of up to $216,587 utilizing FY 2021, FY 2022, and/or FY 2023 EO&M Budget Funds. Vote: Ayes – Michael, Hansen, Diener, White, Miller, Orvis; Nays – 0; Abstentions – 0	Arroyave, McNeil
8.	**Recommendation to Board of Directors to Authorize Execution of DMC Subsidence Correction Project Advanced Funds Agreement with Westlands Water District –** Executive Director Federico Barajas	Barajas, Tarka

introduced the item. Barajas outlined the cashflow needs associated with phase one of the DMC Subsidence Correction Project. Westlands Water District has received board approval to advance the Authority $4.1 million at 4.35% over 5 years, with delegated authority to increase the amount up to $11 million if necessary. Barajas requested similar delegated authority to increase the amount of advanced funds. Tarka added that Westlands would be receiving credits on their O&M reserve payments until the balance has been paid off. Staff answered questions throughout the presentation.

M/S - On a motion made by Member Brett Miller, seconded by Ex Officio Member Cannon Michael, the Committee recommended authorizing execution of DMC Subsidence Correction Project Advanced Funds Agreement with Westlands Water District, including delegated authority if necessary. Vote: Ayes – Michael, Hansen, Diener, White, Miller, Orvis; Nays – 0; Abstentions – 0

9.	**Recommendation to Board of Directors to Approve Water Year 2026 OM&R Water Rates –** Director of Finance Raymond Tarka provided a brief overview of the water rates at both 25% and 50% allocation. Tarka noted a slight decrease in PUE costs and an increase related to the DCI. Committee Members then discussed preapproving the rate at 25% and then automatically increasing to 50% if Reclamation's allocation increases. Staff answered questions throughout the presentation. M/S - On a motion made by Member Justin Diener, seconded by Alternate Wilson Orvis, the Committee recommended approving Water Year 2026 OM&R Water Rates based on an initial allocation of 25%, with preapproval to move to 50% when/if that allocation occurs, and adjustment occurring based on final allocation in July. Vote: Ayes – Michael, Hansen, Diener, White, Miller, Orvis; Nays – 0; Abstentions – 0	Tarka
10.	**Recommendation to Board of Directors to Adopt Resolution Authorizing Execution of Construction Manager/General Contractor Agreement (CMGC) for the DMC Subsidence Correction Project –** Chief Operating Officer Pablo Arroyave introduced the item, stating that the Water Resources Committee had recommended adoption of a Resolution Adopting a Mitigated Negative Declaration/CEQA Findings of Fact and Mitigation Monitoring and Reporting Plan for the Project. Arroyave then referred to Engineering Manager Jaime McNeil to provide background on the CMGC agreement, procurement process, and recommendation to execute an agreement with Kiewet Corporation. Staff answered questions throughout the presentation. M/S - On a motion made by Member Justin Diener, seconded by Member Brett Miller, the Committee recommended adopting Resolution Authorizing Execution of Construction Manager/General Contractor Agreement (CMGC) for the DMC Subsidence Correction Project. Vote: Ayes – Michael, Hansen, Diener, White, Miller, Orvis; Nays – 0; Abstentions – 0	Arroyave, McNeil

11.	**FY26 Activity Agreements Budget to Actual Report through 12/31/25 -** Director of Finance Raymond Tarka presented the Budget to Actual Report through December 31, 2025 for the Activity Agreement funds. Tarka stated for the ten-month period, the budget was trending positive overall with actual spending ending December 31, 2025 at $6,124,159 or 45.60% of the approved budget.	Tarka
12.	**FY26 O&M Budget to Actual Report through 12/31/2025 –** Director of Finance Raymond Tarka reported that for WY25, the self-funded routine O&M expenses through December 31, 2025 are under budget by $1,021,801 or 5.4%, mainly due to the timing of expenditures for O&M expenses in most cost pools. Intertie conveyance costs continue to trend over-budget. Water Year 2022 final accountings were completed and refunds were mailed January 27th. 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 included in the packet for the period of January 1, 2026 through January 31, 2026.	Tarka
14.	**Accounting Updates –** Director of Finance Raymond Tarka provided Accounting Department updates to the committee. Tarka stated that staff has been working with the auditors for FY24 testing along with annual filings for the bond and 1099's. Tarka stated that beginning next month, the finance department is looking to be fully staffed. Tarka answered questions throughout the presentation.	Tarka
15.	**Executive Director's Report** a. **CVP-SWP Joint Use Facilities –** Executive Director Federico Barajas reported that cost share discussions regarding joint use facilities continue with DWR and Reclamation, with plans of more coordinated efforts going forward. b. **Government Shutdown –** Executive Director Federico Barajas reported that the Authority is not currently anticipating any issues regarding the Government shutdown, as Reclamation's budget has been approved.	Barajas
16.	**Committee Member Reports** – No reports.	
17.	**Reports Pursuant to Government Code Section 54954.2(a)(3)** – None.	
18.	**Adjournment** - The meeting was adjourned at approximately 12:58 p.m.	

Family Farm ALLIANCE®

PROTECTING WATER FOR WESTERN IRRIGATED AGRICULTURE

MEMORANDUM

TO: **SAN LUIS & DELTA-MENDOTA WATER AUTHORITY DIRECTORS**

FROM: SAMANTHA BARNCASTLE, EXECUTIVE DIRECTOR

SUBJECT: UPDATE REPORT

DATE: MARCH 3, 2026

This executive director's report is intended to keep you apprised as to what is happening behind the scenes on policy and other issues the Alliance is engaged in or is otherwise tracking, some of which we will discuss at our next **joint ZOOM meeting of the Board of Directors and Advisory Committee, scheduled for Friday, March 6, 2026 at noon (Pacific Time); 1:00 p.m. (Mountain Time, including AZ); 2:00 p.m. (Central Time); 3:00 p.m. (Eastern Time).** This report is intended for your use, but I understand that you may wish to share this information with your local board members and close associates. I would ask that you be circumspect when you distribute this, however. Here is your update on activities during the month of January:

GOVERNMENT FUNDING – Congress Passes $1.2T Spending Minibus

In early February, Congress passed a $1.2 trillion spending package to fund nearly all federal agencies through September, ending the second government shutdown in four months. The Senate-passed bill passed the House 217–214. The deal leaves out the Department of Homeland Security (DHS), which is funded by a short CR only through next week, setting up a new "funding cliff" and likely another partial shutdown. Democrats are refusing to support longer-term DHS funding unless Republicans agree to major immigration enforcement reforms, citing recent fatal shootings and accusing Immigration and Customs Enforcement (ICE) agents of acting recklessly. Republicans have rejected Democrats' proposed reforms, and negotiations remain stalled. No agreement was reached by the February 13 deadline, so DHS agencies like FEMA, TSA, the Coast Guard, and CISA are dealing with another shutdown, with particular concern over FEMA's disaster recovery funding. Meanwhile, ICE will continue to be funded under the *One Big Beautiful Bill Act* funding approved by Congress last year.

TRUMP 47 ADMINISTRATION

1. **President Trump gives SOTU – urges second reconciliation package**

In his 2026 State of the Union address, President Trump highlighted his administration's priorities, including the economy, immigration, energy, and other legislative goals, while promoting further use of reconciliation to advance GOP policy objectives. The speech's emphasis on moving major parts of the Republican legislative agenda puts pressure on House Speaker Mike Johnson to revisit a second reconciliation package, though timing and bipartisan support remain uncertain.

2. **President Trump's Make America Beautiful Again Commission Launches Strategy to Champion Conservation**

DOI announced the President's Make America Beautiful Again Commission has launched a new national strategy to champion landscape stewardship, recreation access, and conservation partnerships across federal, state, tribal, and local lands. The initiative emphasizes voluntary conservation, enhanced outdoor recreation opportunities, and collaboration with private landowners and communities to improve land health and public enjoyment. This goes hand-in-hand with the America 250 initiative DOI is working on this year. Read the full release for details on the Commission's priorities and planned actions: President Trump's Make America Beautiful Again Commission Launches Strategy to Champion Conservation | U.S. Department of the Interior

3. **Public – private partnerships are all the rave**

A recent *Government Executive* commentary argues that recent rapid federal workforce cuts under the Department of Government Efficiency have significantly weakened agency capacity, eroded institutional knowledge, and left morale and operational performance in poor shape, while the accelerating adoption of AI is reshaping jobs and workflows in ways current HR systems can't readily manage. To address these dual challenges, the author proposes expanding public-private partnerships that bring together government, private sector, professional associations, labor economists and technology experts to document essential skills, redesign roles, analyze workforce impacts of technology, share training resources, and co-develop solutions that benefit both sectors. These partnerships could also help mitigate talent shortages, support rotational programs, and inform modern civil service reform tailored for today's AI-integrated work environment. Good thing we're already working on this in practice with Reclamation's team through our realignment work we continue to push forward!

4. **Steve Pearce sits for nomination hearing before Senate ENR**

At his Senate confirmation hearing held the last week of February, Steve Pearce, the President's nominee to lead BLM, emphasized prioritizing local input in public lands decisions, opposing large-scale federal land sell-offs, and rejecting what he described as a Washington "absentee landlord" approach. For public land users—particularly ranchers, energy producers, and rural counties—his focus on grazing access, oil and gas development, and deference to state and local officials signals a management style likely to favor multiple use and economic activity on the 245

million acres BLM oversees. However, environmental groups and some senators expressed concern over his close past ties to the oil and gas industry, his prior opposition to methane waste regulations, and his lack of detailed answers on renewable energy permitting slowdowns, monument protections, and other conservation policies. While Pearce pledged not to pursue federal land sell-offs and said he does not plan to revisit existing national monuments, critics worry that under his leadership BLM could roll back conservation safeguards, accelerate fossil fuel development, and weaken climate and habitat protections—raising broader questions about the balance between resource production and long-term land and watershed stewardship. Chair of the Senate ENR Committee has scheduled a vote on his and other nominations for Wednesday of this week – the vote to approve the nomination is not expected to be bipartisan.

5. **Karen Budd-Falen was back in the news**

High Country News reported that Interior Department official Karen Budd-Falen is still facing mounting ethics scrutiny over her prior ties to mining interests and her involvement in agency decisions affecting public lands and water resources, raising concerns about potential conflicts of interest and transparency. The issue has drawn national attention, with *The New York Times* publishing a late January article titled "Nevada Mine Interior Department Karen Budd Falen Water Investigation," highlighting her role in matters tied to a Nevada mining project and associated water impacts. Together, the stories underscore questions about ethics oversight and water stewardship within the Interior Department, but, also, consider the news sources...

6. **USDA Water Saving Commodities Grant Update**

A recent *Government Executive* report highlights that more than a year after Congress set aside roughly $400 million in drought assistance for farmers under the Biden Administration, not a single dollar has been distributed, and USDA has not clearly explained what has happened to the funds. Despite having signed contracts in place, the money has been withheld and USDA has been mostly non-responsive to inquiries about it, citing, in large part, the lack of past personnel familiar with the project. The Alliance team and some of its members who received these grants participated in a meeting with USDA officials regarding the status of the program, which turned into a Q&A session where USDA quizzed the grant recipients about their projects, the process for receiving the grant, and optics related to the program (the non-competitive nature, the fact that many recipients were Alliance members, etc.).

The overall taste left in the mouths of many following that meeting and the *Government Executive* report that came out the same day was bitter. After the meeting I reached out directly to colleagues within USDA to attempt to further make the case for the distribution of this money to the recipients. One concern seems to be that the program looked like it was intended to produce payments directly to farmers, though many of the scopes for the grants were not direct farmer payments, but rather, solely irrigation system improvements. While benefits of system improvements trickle down to individual farmers, this is a hurdle because USDA is used to making direct payments to farmers, not water service providers. I also reached out to others industry partners who have a vested interest in seeing this money released, and many have worked our talking points into their Hill visits in the last week. We will continue to track this issue closely.

7. USDA plans to scrap HQ building in DC

Meanwhile, USDA is moving forward with plans to sell its headquarters building in Washington, D.C. as part of a broader effort to consolidate office space and relocate staff to more cost-efficient locations. The agency says the move will reduce overhead, modernize workspace, and better align USDA's footprint with its evolving mission, but the news reports the plan will displace hundreds of employees and require coordination with congressional appropriators and federal real estate authorities. This shift comes amid ongoing USDA workforce reductions and reshaping of office operations, raising concerns among some stakeholders about continuity, institutional knowledge, and service delivery to farmers and rural communities. Some of my colleagues in USDA are welcoming the changes – these 'displacements' the news refer to mean they will soon get to keep their jobs, but return home to New Mexico where they would prefer to be.

8. Administration's Expedited Permitting Agenda Moves Forward

a. DOI Rolls back NEPA

The Department of the Interior has finalized a broad rollback of environmental regulations governing public lands, including changes to how environmental reviews are conducted under the NEPA—reducing procedural requirements and shortening public comment periods in order to expedite energy, mining, grazing, infrastructure, and water projects on federal lands. The final rule rescinds more than 80 percent of DOI's regulations implementing the National Environmental Policy Act (NEPA), shifting many requirements into a streamlined guidance handbook. The new NEPA Handbook can be found here: 516 DM 1 - Handbook of National Environmental Policy Act Implementing Procedures.

The rule follows the White House's rollback of longstanding Council on Environmental Quality (CEQ) government-wide NEPA regulations and includes provisions to clarify lead agency roles while limiting certain public comment requirements. Interior Secretary Doug Burgum said the move will reduce bureaucracy, speed project approvals and restore NEPA to its original procedural intent, aligning with President Trump's push to expand energy and infrastructure development. This action is framed by DOI and administration officials as cutting red tape to "unleash American energy" and accelerate land use decisions, but critics warn it erodes critical safeguards for landscapes, watersheds, wildlife habitat, and public participation in federal decisions. Critics, including environmental groups and legal scholars, argue the changes unlawfully restrict public input and weaken environmental oversight, and ongoing lawsuits will challenge the rule in federal court.

Simultaneously, the U.S. House Committee on Natural Resources and the Congressional Western caucus released press statements outlining congressional oversight priorities related to DOI's regulatory rollbacks and permitting reforms. While lawmakers aligned with the changes argue they will reduce delays in approving projects that benefit rural economies, producers, and energy development, environmental advocates have expressed strong opposition, saying the moves weaken protections that help ensure clean water, healthy forests, and resilient watersheds for agriculture and public land users.

A recent (statistically limited) public opinion poll across eight Western states (Arizona, Colorado, Idaho, Montana, New Mexico, Nevada, Utah and Wyoming) reflects concern about these trends, arguably showing that large bipartisan majorities view rollbacks of protections for land, water, and wildlife as a serious issue, underscoring that while some welcome increased access and reduced regulation, many fear long-term impacts on water quality, wildlife habitat, and outdoor recreation that are integral to rural and Western communities. The conversation here, however, seems to center around the fantastical idea that the Federal Government intends to sell large swaths of land to private enterprise, something officials have consistently rebuked. What is on the table – cleaning up the patchwork in certain areas and removing regulatory restrictions that prevent land use.

b. FERC also streamlining permitting

The Federal Energy Regulatory Commission (FERC) has adopted new measures to streamline its environmental review process for hydropower licensing and relicensing, aiming to reduce delays and provide greater predictability for project developers. Changes include clearer timelines, enhanced use of existing environmental assessments, and increased coordination with federal and state agencies to avoid redundancies. FERC says the reforms will help modernize the nation's hydropower fleet and support clean energy goals, but some stakeholders caution that faster reviews must still protect fish, wildlife, and water quality. Overall, the action reflects broader efforts across federal agencies to expedite infrastructure permitting and regulatory processes. Hydropower structures are often attached to the same structures that serve western producers, making them key to survival of the West.

c. PFAS remains a hot topic

PFAS policy remains highly dynamic at both the federal and state levels. As the Trump EPA delays and seeks to partially roll back elements of the Biden-era drinking water rule — including rescinding limits for four PFAS chemicals and extending compliance timelines for others — states are moving ahead with their own standards. Washington, Maine, Vermont and Delaware have already codified stricter limits, and at least 31 states are expected to pursue PFAS legislation in 2026, ranging from product phase-outs and firefighter protections to drinking water standards, biosolids restrictions, industrial discharge limits, and cleanup funding. Environmental groups argue that in the face of federal uncertainty, state action is necessary to protect public health and water supplies, while industry continues to seek regulatory clarity and push back on broad, class-based definitions of PFAS.

For agriculture, a new framework from the National Academies (NASEM) highlights significant data gaps regarding PFAS contamination on farmland, particularly from biosolids and other sources, and calls for federal guidance, improved monitoring, and adaptive conservation planning through USDA programs such as EQIP and CSP. The panel stopped short of recommending specific agricultural thresholds or a working definition of PFAS, underscoring the lack of consensus and the need for additional research on soil fate, plant uptake, livestock impacts, and mitigation strategies. Together, these developments point to continued regulatory uncertainty for farmers and ranchers, especially where water quality, land application of biosolids, and liability concerns intersect.

d. Blue States Prepare to Litigate Proposed CWA Sec. 401 Permitting Rule

Democratic attorneys general from 16 states and Washington, D.C., are preparing to sue if the Trump Administration finalizes a proposed rule limiting states' authority under the Clean Water Act Section 401 to review and potentially block energy infrastructure projects. The draft EPA rule would narrow state reviews to specific discharges into federally protected waters and restrict states' ability to impose conditions or request permit revisions. The states argue the proposal violates federal law and Supreme Court precedent, noting that very few projects have been delayed under current rules.

DEVELOPMENTS IN THE 119TH CONGRESS

9. Farm Bill (Finally)

Congressional efforts to complete a long-overdue five-year farm bill remain fluid, with House Agriculture Chair Glenn Thompson introducing the Farm, Food, and National Security Act of 2026 (H.R. 7567) and initially targeting a late-February markup. That markup was postponed to the week of March 1, adding to uncertainty around timing and floor consideration. While major spending for nutrition, conservation, and commodity programs was partially addressed in last year's reconciliation package, Thompson has emphasized that the remaining bill contains the bulk of underlying agricultural policy. Senate Agriculture Committee leaders, including Ranking Member Amy Klobuchar, say bipartisan discussions continue, though broader political headwinds and USDA workforce reductions could complicate implementation. House Agriculture Ranking Member Angie Craig has warned that certain GOP provisions—particularly around pesticide labeling and liability—may erode Democratic support, raising questions about the bill's path forward in a narrowly divided Congress.

From a western water and irrigation perspective, the Conservation and Forestry titles carry significant implications. The bill would streamline and expand the Watershed and Flood Prevention Operations (PL-566) program, increase federal cost-share for dam rehabilitation to as much as 90 percent, and prioritize aging small watershed infrastructure—critical for irrigation districts managing flood control and sedimentation. The Regional Conservation Partnership Program would broaden its statutory focus to explicitly include flood resiliency, groundwater protection, drought mitigation, and drinking water source protection, reinforcing its relevance to basin-scale water planning. The Environmental Quality Incentives Program (EQIP) would expand incentives for precision agriculture and water conservation practices, including new 90 percent cost-share tiers that could benefit producers investing in efficient irrigation systems and soil health measures.

On forestry and watershed health, the bill reauthorizes and expands cross-boundary wildfire mitigation programs, hazardous fuels reduction authorities, and collaborative restoration efforts aimed at protecting headwaters and drinking water supplies. Expanded categorical exclusions under NEPA and provisions addressing the "Cottonwood" ESA consultation issue are intended to accelerate forest management projects, with direct implications for reducing catastrophic wildfire risk in upstream watersheds that supply agricultural communities. However, with the markup delayed, ethanol provisions stalled, and the Senate yet to signal a clear timeline, final passage

remains uncertain—leaving producers navigating drought, wildfire risk, and aging water infrastructure without the policy certainty a new farm bill is intended to provide.

House Ag has scheduled a markup session on the bill for today, so watch here: Full Committee Markup: Farm, Food, and National Security Act of 2026 | House Agriculture Committee.

10. Senate ENR Approves Legislation Without Democratic-Led Bills

In early February, the Senate Energy and Natural Resources (ENR) Committee advanced a limited set of public lands, wildfire, and water-related bills, while dropping several higher-profile conservation and water measures, frustrating ENR Committee Democrats. On water policy, the committee approved Sen. Alex Padilla's (D-CA) Lower Colorado River Multi-Species Conservation Program (MSCP) Amendment Act (S. 291), which would create an interest-bearing account for nonfederal contributions to the long-running Lower Colorado River MSCP program. However, several major water bills were pulled from consideration, including a bill from Sens. Martin Heinrich (D-NM) and Ben Ray Lujan (D-NM), the Pecos Watershed Protection Act, which would block mining and leasing in the Upper Pecos River watershed in New Mexico, as well as legislation from Sen. Heinrich (S. 1476) to expand Wild and Scenic River protections on New Mexico's Gila River system and a bill (S. 1413) that would provide additional funding for the San Joaquin River Restoration Settlement Act (from Sens. Padilla and Hoeven (R-ND)). Also left out was the Bolt's Ditch Act (S. 365) from Sens. John Hickenlooper (D-CO) and Michael Bennet (D-CO) that would authorize additional entities to be eligible to complete the maintenance work on Bolts Ditch and the Bolts Ditch Headgate within the Holy Cross Wilderness in Colorado. Several ENR Democrats criticized the markup, noting that most conservation- and watershed-focused legislation was largely sidelined in favor of narrower or less controversial measures.

11. On the House side, Bipartisan Efforts Continue to Support Permitting Reform

"Permit certainty" has become the central focus of bipartisan permitting reform efforts, as industry, labor, and some environmental groups push Congress to limit permitting delays and ensure approved infrastructure projects can move forward without being reversed by future administrations. Support continues to build around the bipartisan CERTAIN Act, by Reps. Scott Peters (D-CA) and Gabe Evans (R-CO), which would require agencies to follow clear permitting timelines, and the House-passed SPEED Act, which overhauls NEPA reviews and includes provisions to protect issued permits. Additional legislation, including the proposed draft Fighting for Reliable Energy and Ending Doubt for Open Markets (FREEDOM) Act, sponsored by Reps. Josh Harder (D-CA), Mike Lawler (R-NY), Adam Gray (D-CA) and Don Bacon (R-NE) among others, would further shield companies from sudden permitting reversals and hold agencies accountable for permitting delays. Energy producers, renewable developers, and labor unions argue that certainty and durability in permitting decisions are essential for investment and job creation. While Senate negotiations remain stalled amid disputes over renewable energy under the Trump Administration, lawmakers from both parties say there is growing agreement around the principle that once a permit is issued, it should be reliable and final.

12. House Electronic Permitting Bill Gets Senate Companion

A bipartisan group of senators introduced the ePermit Act, a bill aimed at modernizing the federal government's outdated, paper-based energy permitting system. Led by Sens. John Curtis (R-UT)

and Cory Booker (D-NJ), the legislation would create a cloud-based permit portal to improve transparency, coordination, and public engagement without weakening environmental standards. The bill is the Senate companion to H.R. 4503, which already passed the House last year with unanimous support, and sponsors hope it can move quickly as Congress continues broader debates over permitting reform.

13. Senate ENR Subcommittee Postpones Legislative Hearing on Drought/Water Bills

The Senate Energy and Natural Resources (ENR) Subcommittee on Water and Power has postponed a hearing set for Tuesday, February 24, on 18 bills focused on drought relief and water infrastructure, as Western states struggle with a west-wide drought, with seven states trying to reach agreement on a long-term Colorado River management plan. The legislation covers a wide range of proposals, including studies to improve hydropower at Glen Canyon Dam, expanded water recycling programs, new agricultural water-saving demonstration projects and small-scale water storage and aquifer recharge efforts. The Subcommittee will also consider measures to improve snowpack forecasting, create a Bureau of Reclamation position to help communities secure federal grants and authorize feasibility studies for major rural water supply projects in the Midwest and Great Plains. Additional bills address watershed restoration, hydropower licensing transparency, micro hydrokinetic energy development, and financial stability for the Southwestern Power Administration. The hearing is expected to be rescheduled this week. The Alliance submitted written testimony to the committee covering most of the legislation slated to be heard.

14. CA Senator leads with water focus

A pair of bills dropped by Senator Alex Padilla (D-CA) made quite a splash in February by targeting longstanding water supply challenges in California's agricultural regions. The proposals would streamline permitting for water storage projects and boost funding for groundwater recharge and conveyance improvements, aiming to strengthen drought resilience and secure more reliable supplies for growers. Supporters say the bills could help modernize the state's water infrastructure, while critics caution about environmental impacts and the complexity of implementation.

IN THE COURTS

15. California Sportfishing Protection Alliance et al. v. Nickels, U.S. Supreme Court Case No. 25-989 (Feb. 17, 2026)

Petition for Writ of Certiorari to review a decision of the Ninth Circuit of Appeals, which upheld the irrigation return flow exemption as applied to several nonpoint sources of pollution that entered into an irrigation drain. As this was just recently filed, a decision is not imminent. The Alliance may want to explore opportunities to participate in an amicus curiae brief to support the Ninth Circuit's decision.

16. Learning Resources, Inc. v. Trump, U.S. Supreme Court Case No. 24-1287 (Feb. 20, 2026).

Question presented: Whether the International Emergency Economic Powers Act ("IEEPA") authorizes the President to imposed tariffs. Held: IEEPA does not authorize the President to impose tariffs. Key points from decision (authored by Chief Justice Roberts): The power to impose tariffs,

as part of the power to levy taxes, is a Constitutional power granted to Congress. Any delegation of this power to the President must be clear and unambiguous, pursuant to the major questions doctrine. There is no "emergency" exception to the doctrine. The IEEPA does not include such a delegation of power from Congress and therefore the President's tariffs are invalid. Key points from dissenting opinions (by Justices Thomas and Kavanaugh, joined by Alito): as a matter of statutory construction, the power to "regulate. . . importation" has been understood to include the power to impose tariffs. As a result, the IEEPA did delegate tariff power to the President and the majority was wrong to conclude otherwise. The major questions doctrine is not implicated because the delegation from Congress was clear.

17. Top Environmental Law Cases of 2025

I ran into this article this past month and admittedly spent more time on it than I maybe should have. It was a great primer on all of the key environmental law cases from last year. **Key Supreme Court Environmental Law Rulings: 2025 Highlights and 2026 Outlook - Lexology**. This is much more than just water, but it foreshadows some of what we might expect from the Supremes in 2026, so I recommend giving it a read.

ALLIANCE INITIATIVES

18. Muscles clogging water systems

In early February there was an uptick in news stories related to invasive mussel species. Colorado state natural resource officials warned that invasive zebra mussels—already detected throughout the Colorado River and in several irrigation systems—are now prompting expanded containment efforts that include private ponds on the Western Slope. Colorado Parks and Wildlife staff and partners are planning surveys of more than 1,000 private waterbodies near Grand Junction this summer to detect and prevent further spread of the fast-reproducing mussels, which attach to infrastructure and disrupt ecosystems and water delivery systems. The escalated focus reflects persistent detections of mussels and larvae in rivers, canals, and small ponds despite ongoing boat inspections, decontaminations, and earlier treatment efforts, underscoring the difficulty of controlling this aquatic nuisance species and the need for broader monitoring and education. Federal, State, and local water agencies are all involved in the effort.

The Idaho State Department of Agriculture (ISDA) has developed and implemented a multi-year, science-driven treatment program to eradicate invasive quagga mussels detected in the Snake River near Twin Falls. Since the initial detection in 2023, ISDA has carried out repeated chelated copper treatments (“Natrix”) in fall 2023, 2024, and 2025, targeting mussels across affected river sections and significantly reducing the infestation footprint. In addition, a potassium chloride (potash) treatment was applied in early 2025 to address mussels in isolated still water pools that weren’t fully reached by the copper application. These coordinated approaches, shaped by extensive monitoring and river dynamic analysis, aim to maintain effective concentrations while letting copper dissipate to background levels downstream. Ongoing sampling continues to guide strategy and assess effectiveness in reducing quagga mussel populations.

The worst one of all, the golden mussel (Limnoperna fortunei), is an invasive freshwater bivalve first detected in North America in October 2024 in the Sacramento-San Joaquin Delta. Unlike quagga and zebra mussels, golden mussels can thrive in a broader range of temperatures and salinities, increasing the number of vulnerable waterbodies. They are also capable of detaching and reattaching when the infrastructure they choose to make a home out of no longer serves its required purpose. Quite a bit more sturdy than the other mussels, these compete with Quagga, Zebra and native species for food, contribute to harmful algal blooms, and can cause costly damage to water infrastructure, recreation, and fisheries by clogging pipes, screens, and intake systems. The news stories out of California are nothing short of terrifying!

In the last days of February, the U.S. Bureau of Reclamation has launched the "Halt the Hitchhiker: Invasive Species Challenge," a national prize competition to spur development of innovative solutions that prevent the spread of aquatic invasive species (including zebra, quagga, and golden mussels) in watercraft ballast systems. Traditional inspection and decontamination efforts are effective but resource-intensive, so this challenge aims to identify safe, scalable technologies to inactivate or exclude organisms in ballast water without harming boats or users. The three-phase competition will award funding for concept papers, virtual pitches, and prototype development, with the goal of complementing existing invasive species control programs and reducing the significant economic and environmental impacts these mussels cause to western U.S. water infrastructure. For more information please visit: https://haltthehitchhiker.yet2.com/.

19. Geothermal energy development

Recent federal and regional coverage highlights how the Administration's push to "unleash American energy" is accelerating investment and policy attention around geothermal power—particularly in the West, where energy and water systems are closely linked. The U.S. Department of Energy announced $171.5 million to expand domestic geothermal deployment, emphasizing enhanced geothermal systems (EGS) and next-generation technologies capable of tapping heat resources in new geologic settings. Reporting from Nevada Current underscores ongoing debate in Nevada over perceived "groundwater loopholes" that allow certain geothermal projects to inject and withdraw water under regulatory frameworks that differ from traditional consumptive groundwater uses—raising concerns about aquifer accounting and long-term basin impacts. Coverage from KNPR describes emerging geothermal discoveries in the Desert Southwest that could significantly expand the region's energy portfolio, while analysis from MIT and a new white paper from the University of Houston detail both the promise and the technical challenges of scaling advanced geothermal systems, including induced seismicity risks, reservoir management, and the need for careful groundwater monitoring where fluid injection and withdrawal occur.

Taken together, these developments suggest geothermal will play a growing role in federal energy strategy, particularly in western states rich in subsurface heat resources—but they also raise important questions about how aquifer integrity, water accounting, and basin sustainability will be protected as energy development expands. This conversation sets the stage for the next emerging pressure point in the West: the rapid growth of AI and data centers, and the intensifying competition for both energy and water resources that could directly affect farmers, ranchers, and irrigation-dependent producers if not thoughtfully managed.

20. AI and Data Centers in the Desert

National and regional reporting this month underscores how the rapid build-out of AI data centers—strongly encouraged under the President's "unleash American energy" agenda—is intensifying competition for both electricity and water across the West. Coverage in The New York Times highlights the substantial water footprint of major facilities, including evaporative cooling systems used by companies such as Microsoft, raising concerns in arid regions where aquifers and river supplies are already over-allocated. Reporting The Administration's push to accelerate AI infrastructure while pressing tech firms to prevent electricity price increases from being passed on to consumers dominated the news in the last week of the month. At the same time, lawmakers in states such as Oklahoma and New Mexico advanced legislation to regulate energy sourcing, grid impacts, and microgrid development tied to data centers. I assisted within NM's legislature when it was working on the Micro-Grid legislation earlier this year, and the trend seems to be more oversight is coming, which means the potential for traditional political fights over land use planning, priority of water uses and the doctrine of prior appropriation, and environmental laws.

In Congress, bipartisan concern is emerging over grid reliability and consumer costs. Sens. Josh Hawley and Richard Blumenthal introduced the "Guaranteeing Rate Insulation From Data Centers (GRID) Act," which would require new data centers to rely on separate power sources and transition existing facilities off the grid within 10 years. Other proposals—from Sen. Tom Cotton to Sen. Chris Van Hollen and Sen. Bernie Sanders—range from incentivizing isolated generation to calling for a construction moratorium. It's clear there's a lot of work still to be done here.

For western producers, the implications extend beyond electricity rates, though that remains a major concern for some. In my case, in an effort to modernize, all of our wells/pumps and farm homes have been converted to electric-only – so even a nominal price increase can have a large impact. Additionally, data centers often seek large tracts of flat, well-served land—frequently some of the most productive irrigated acreage—and require significant, reliable water supplies for cooling. As AI infrastructure expands into rural western states, thoughtful planning will be essential to ensure that agricultural water users are not disadvantaged by new industrial demands on aquifers, surface supplies, and transmission capacity that underpin farm and ranch operations. In many cases, these companies are proving to be good neighbors, so partnerships and opportunities exist to produce win-win scenarios for producers and data centers, allowing both to serve the American public.

Water utilities and tech companies are divided over how much EPA and the federal government should shape water reuse policies for AI data centers, which require large amounts of water for cooling. Tech industry representatives, including Amazon Web Services, are urging the creation of national standards to avoid a patchwork of differing state regulations that can delay projects. In contrast, water utility officials argue regulation should remain primarily a state responsibility, with EPA serving as a convenor to share best practices and promote incentives rather than impose federal rules.

The debate comes as EPA prepares to update its Water Reuse Action Plan to support data centers, amid growing public concern about the facilities' heavy water use and affordability impacts. Water reuse, particularly using treated wastewater, is seen as a "win-win" solution, and congressional

lawmakers in the House have introduced bipartisan legislation (H.R. 2940) to create a 30 percent tax credit for water recycling projects to encourage infrastructure development.

So, why the lengthy report on this – well, it's an election year, so expect to see much more on AI and Data Centers from the politicians seeking office this year!

WESTERN WATER "HOT SPOTS"

21. Drought – especially when it comes to mountain snowpack

Across the Mountain West, record snow drought conditions persist despite recent storms, with much of New Mexico and neighboring states still far below historical snowpack levels—setting the stage for continued water shortages as snowmelt is a critical source for irrigation, river flows, and aquifer recharge. In Colorado, similar deficits are contributing to heightened wildfire risk and water stress, prompting multi-agency coordination through a new wildfire season task force aimed at preparedness and mitigation efforts as fire season approaches early and with greater intensity.

A regional report on 2025 summarized a year marked by historic drought, wildfires, and windstorms, illustrating how climate-driven extremes are increasingly disrupting natural systems that farmers and ranchers depend on for water and forage. These evolving conditions not only threaten crop and livestock production but also exacerbate competition for already scarce water supplies and increase the likelihood of catastrophic wildfire impacts on agricultural landscapes and rural communities.

22. Wildfire, because just drought is not enough!

Expanding drought now covers more than 45% of the contiguous United States, with extreme and exceptional conditions reported across parts of New Mexico, Colorado, Utah, Wyoming, Montana, Nebraska and the Four Corners region. Forecasters warn that below-average precipitation and above-normal temperatures are accelerating vegetation drying, increasing the risk of early and potentially severe wildfires across the West, even outside the traditional summer fire season. With more than 5 million acres burned nationwide last year, experts caution that prolonged aridification and shifting precipitation trends are compounding risks for agricultural producers who depend on healthy rangelands, forests and reliable water supplies.

In Washington, wildfire policy remains a focal point. The Trump administration is advancing a proposal to consolidate federal wildfire operations under the Interior Department, with Congress directing an independent study to assess impacts on forest management, timber harvests, fuels reduction and state and tribal coordination. Meanwhile, debate continues over the "Fix Our Forests Act," with House Republicans emphasizing streamlined environmental reviews and expanded thinning to reduce fuel loads, while Democrats raise concerns about weakening environmental safeguards and insufficient agency staffing. Senate action on forest legislation and the outcome of the wildfire consolidation study will shape federal wildfire strategy heading into what could be another challenging fire season.

23. California things

a. The CA weather is wild this winter!

California's recent February storms delivered a much-needed boost to snowpack and reservoir levels, but overall statewide snowpack remains well below average for this time of year, keeping long-term water supply concerns in play. At one point during the month of February, snowpack in CA increased by 17% over four days! Department of Water Resources officials noted that while the precipitation helped, dry conditions persist across much of the state and more sustained storms are needed to significantly improve drought outlooks. Reservoir storage gains are positive, but water managers continue to monitor conditions closely as spring runoff approaches. California's snowpack remains well below historical averages this winter, limiting crucial runoff that normally sustains reservoirs and water supplies into the spring and summer, and raising concerns about water availability for farms, cities and ecosystems. State and regional water managers are urging flexibility in voluntary water agreements and cautioning that strict regulatory flow requirements could further strain groundwater and surface supplies if implemented without balance. At the same time, state officials are advancing comprehensive planning efforts, including a new statewide water plan and discussions around storage and conveyance projects, to address long-term water reliability amid climate-driven extremes.

But, somehow some allocations remained low! California farmers, lawmakers and water officials south of the Sacramento-San Joaquin River Delta were recently "underwhelmed" by the U.S. Bureau of Reclamation's initial allocation of only 15% of contracted Central Valley Project water for the coming season considering the region's ample rainfall and full reservoirs. Many quickly pointed out that Reclamation had enough water to allocate more, but because of internal processes, the allocation remains low for this month. There is hope for improvement later in the spring. Otherwise, Friant announced that it received a 100% allocation of its Class I water.

b. California Bay-Delta Plan

The California Bay-Delta Plan, administered through the State Water Resources Control Board, remains an ongoing discussion. The Bay-Delta Plan, now nearing final approval, would require more freshwater to remain in rivers and estuaries, limiting how much can be pumped south during much of the year. Recent public hearings underscored how consequential the plan is: conservation groups say the Delta's ecological collapse demands urgent action; agricultural districts and urban water agencies warn it could reshape supply chains, decimate the ag industry, and raise household water bills.

The existing regulations contain numerous regulatory triggers embedded in standards that have not been substantively updated in 30 years. In early February, pumping in California was curtailed under those standards. However, due to the timing of an incoming storm event, operators expected to temporarily scale up pumping operations, noting that the outdated regulatory standards are projected to result in the loss of approximately 600,000 to 800,000 acre-feet of exports, as well as associated upstream reservoir releases. These foregone supplies are tied to food web protection provisions that have effectively been overtaken by ecological changes in the Bay-Delta, including

a clam infestation. Despite these changed conditions, the underlying regulations remain in effect because they have not been updated.

In response, several water users contacted members of the California congressional delegation, which transmitted a letter to the Governor calling for a more rational regulatory approach. The Westlands Water District submitted a letter to the State Water Resources Control Board outlining the impacts associated with this issue. Stakeholders are focused on elevating public awareness of the issue with the goal of laying groundwork for potential regulatory revisions over the next year. Meanwhile, central valley farmers also made the news last month because they are again (or still) pressing the administration to increase storage capacity at Shasta Dam.

c. California releases Statewide water plan

California Governor Gavin Newsom unveiled the state's 2028 water plan, outlining strategies to boost water capture, storage, and conservation in response to persistent drought and growing demand. The plan emphasizes investments in surface and groundwater storage, expanded recycling, improved conveyance, and drought preparedness to enhance long-term water resilience for cities, farms, and ecosystems. State officials say the effort aims to move beyond crisis mode toward a more sustainable and secure water future. His administration intends to identify enough new water to fill up the equivalent of two Shasta Reservoirs, or 9 million acre-feet, by 2040 to offset expected losses to climate change. The 2028 Water Plan, a result of last year's SB 72, is a blueprint of sorts for new reservoirs, groundwater recharge and conservation projects.

24. Colorado River Basin (AZ/CA/CO/NE/NM/UT/WY)

a. Federal February Runoff Forecasts Predict Very Low Colorado River Inflows This Spring

Federal forecasters sharply reduced projections for Colorado River runoff this year, warning that poor snowpack and unusually warm temperatures could push Lake Powell toward dangerously low levels sooner than expected. Lake Powell is expected to receive only half of its normal supply this year (and that is said to be stretching it). The new February 1 forecast predicts inflows into Powell will be about one-third lower than already bleak January estimates. The worsening outlook, and lack of consensus among the seven Colorado River Basin States, puts the Trump Administration and Interior Secretary Doug Burgum under pressure to make tough decisions about how to operate the river's dams. To prevent Powell from dropping below levels that could damage Glen Canyon Dam's hydropower infrastructure, the Bureau of Reclamation may need to either release more water from upstream reservoirs like Flaming Gorge or cut releases from Powell to Lake Mead.

Both options risk triggering major interstate conflict: Upper Basin states fiercely protect their reservoirs, while Lower Basin states could sue if Powell releases drop enough to threaten what they see as compact-required deliveries. With a new long-term water-sharing deal also due within days and the seven basin states still deeply divided, the forecast intensifies the likelihood of legal and political battles over the West's most critical river system. But hope springs eternal as weather

patterns begin to shift more rain- and snow-laden storms towards the Western U.S. this week with colder temperatures forecast.

b. Colorado River's missed deadline – United States steps in

Colorado River negotiations missed the Feb. 14 federal deadline without a basin-wide agreement on post-2026 operating rules, escalating tensions between the Upper and Lower Basin states. Arizona officials publicly warned they could pursue a rarely used "compact call" under the 1922 Compact if deliveries fall below required levels, potentially forcing curtailments upstream and triggering protracted litigation. In response to the missed deadline, the Department of the Interior announced it will move forward with the Post-2026 NEPA process to finalize new reservoir operating guidelines by Oct. 1, 2026, emphasizing that it cannot delay action despite the lack of consensus. Lower Basin governors (Arizona, California and Nevada) issued a joint statement expressing continued willingness to negotiate, while public positioning and stakeholder outreach have intensified across the region.

Hydrologic conditions are compounding the urgency. February forecasts show Lake Powell inflows dropping sharply, with continued low snowpack raising the risk of critically low reservoir elevations that threaten water deliveries and hydropower production. Reclamation's Draft Environmental Impact Statement evaluating post-2026 operational alternatives was open for public comment through March 2, 2026, and federal officials are consulting with tribes and coordinating with Mexico under the broader "Law of the River" framework. Absent a negotiated compromise, Interior is poised to assert greater operational control—raising the prospect of litigation from states and tribes, and prolonging uncertainty for agricultural, municipal and power users across the basin.

MISCELLANEOUS

- House Committee on Agriculture Chairman Glenn "GT" Thompson (PA-15) announced Rep. Dan Newhouse (WA-04) as the new chairman of the Subcommittee on Forestry and Horticulture. Newhouse fills the open seat left in the wake of the passing of Doug LaMalfa.
- Floating Solar is back on the radar this month. Check out this cool article on one of our western irrigation districts who is trying something new: Ochoco Irrigation District pursuing floating solar project | Central Oregonian and this one on a CA district who went BIG!: California farming irrigation company's reservoir covers get solar boost
- Another honorable mention for this month is Desalination – both inland and oceanfront. This topic is going to continue to heat up as more begin to recognize the benefit of looking at other water sources, such as inland brackish desalination, to take the pressure off of dwindling surface water supplies. Also, San Diego is planning a water swap on the Colorado River using oceanfront desal! Imagine a world where we are not competing for water resources because we have cost effective technologies to treat water to support all uses…we will continue tracking these exciting technological advances!
- The *Oklahoma Farm Report* ran a cool story last month that I highly recommend reading and which you can access here: Top Ten Agricultural Law Stories of 2025 - Oklahoma Farm Report. On the list were updates to WOTUS and ESA regulations, and the One Big Beautiful Bill, with the CO River also receiving an honorable mention.

- Please see the following FR Notice if you are interested in sitting on the Wild Horse and Burro Advisory Board – nominations for open positions are Due April 11: Federal Register :: Call for Nominations for the National Wild Horse and Burro Advisory Board
- 2026 is the International Year of the Woman Farmer. A variety of events will be held to commemorate the event throughout the year while raising awareness surrounding involvement of women in food production and the food supply chain. I started our engagement in this initiative by filling out a comprehensive survey that is seeking to gather data on women in agriculture. If you know anyone interested in taking the survey, or other information related to this initiative, it can be found at: Celebrating International Year of the Woman Farmer - NASDA

ADMINISTRATIVE

- Among the things I'm working on is a "deep dive" into research and facts that exist to support our initiatives. The ultimate plan is to start incorporating facts into our advocacy that support our overall goals. This is part of how we will focus on talking to the 'court of public opinion.' One of the better pieces I connected with this past month via a person I met when I attended the Oregon Water Resources Congress Annual Meeting last December, which I would like to share with you, is this one: Irrigation Infrastructure and Modernization – Setting a Baseline (Technical Report) | OSTI.GOV.
- Travel was slower this month, but writing assignments were busier. I'm quietly working behind the scenes to develop a strong foundation for our public facing campaign, and slowly starting to roll out what that will look like on social media and otherwise. But, when I say travel was slower, I mean I only had a handful of events and trips! The two largest were a trip to Yuma Arizona for their annual Southwest Ag Summit and the Yuma Fresh Vegetable End of Harvest Festivities and the other was the Western Pecan Growers 60th Anniversary conference in Las Cruces, NM that saw massive attendance from growers and support businesses from multiple states and two countries!
- This month I start the Colorado River Cohort through the Water Education Foundation. We kick off our program with a tour of the Lower Colorado River, then throughout the year we'll have a variety of other meetings and events. I'm also headed to Utah to their Annual Water User Association Spring Workshop where I will represent the Alliance and seek to gain new membership.
- Our Boots on the Ground Campaign development is still underway, and I am still collecting digital images from our members – if you have cool pictures of your farms, ranches, or local water districts, please share them with us and you may see your projects featured in our public media soon!
- I submitted a nomination application for myself, on behalf of the Alliance, to the following: Federal Register :: Farm, Ranch, and Rural Communities Advisory Committee (FRRCC); Notice of Charter Renewal. Fingers crossed…

This is a quick summary of just a few of the issues the Alliance has been engaged in, some of which has come directly from other authors, such as Alliance Contractors. Please do not hesitate to contact me at 575-202-2705 or ***samantha@familyfarmalliance.org*** *if you have specific questions or would like further information about what the Alliance is doing to protect water for Western irrigated agriculture.*

CALIFORNIA FARM WATER COALITION

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Executive Director
Michelle Paul

www.farmwater.org

TO: San Luis & Delta-Mendota Water Authority Board of Directors
FROM: Michelle Paul
DATE: February 27, 2026
RE: CFWC Program and Activities Update

Executive Director's Report

The California Farm Water Coalition is entering a new chapter as I transition into the role of Executive Director, effective March 1. Mike Wade, who has served as Executive Director since 1998, will conclude his tenure on February 28. Mike will continue to support me during the transition on a part-time basis until this summer, ensuring a smooth handoff and ongoing continuity for our organization.

I would like to express my appreciation for the commitment of our Farm Water Coalition team. I am eager to continue working alongside Brandon Souza, our Chief Operating Officer, whose two decades of experience with the Coalition provide invaluable institutional insight and perspective. Together, we look forward to regular engagement with our members—not only to understand and address your priorities, but also to share how the Coalition continues to serve you and your communities into the future.

The strength of our Coalition is further enhanced by the exceptional talent of our staff: Morgan Elias, our Social Media Director, skillfully communicates our mission and engages stakeholders online, while Deja Coke-Lo, Projects and Operations Associate, provides vital project management and operational support to keep our initiatives running smoothly. Together, we make a dynamic team and are well-equipped to advance our organization's goals and make a meaningful impact for California's farming communities.

Transition of SLDMWA Task Orders

For years, the Coalition has administered the SLDMWA's website, daily news updates, and public relations. Recently, we assisted in transitioning these services to a new provider. This change offers promising opportunities for SLDMWA, and we consider it a positive move for advancing the organization's outreach and communications. The Coalition will continue to support SLDMWA during this transition and looks forward to ongoing collaboration—helping spread important messages and backing efforts that promote our shared goals and benefit the wider community.

CFWC Board Elections

The Coalition recently elected three new board members, filling a prior vacancy, and replacing two directors who retired in February 2026. Derrick Lam, a board member with Solano Irrigation District in Vacaville is filling the vacancy left by Stan Lester, who retired from the board in 2024. Sarah Reynolds from Glenn-Colusa Irrigation District in Willows has replaced Don Bransford, and Pat

Ricchiuti of P-R Farms in Clovis replaced Robert Krahn who was representing the Neil Jones Food Company in Firebaugh.

Directors reelected to their existing board seats include Bill Diedrich, San Luis Water District; Scott Rogers, Tulare Irrigation District; Bill Stone, Upper San Jose Water Company; Bill Wulff, Kern County Water Agency; Brett Lauppe, CoBank; Robyn Black, Anderson Ranch; Wayne Western, Hammonds Ranch; Sheridan Nicholas, Wheeler Ridge-Maricopa Water Storage District; and Dee Zinke, Metropolitan Water District of Southern California.

All of the directors elected at the February 23 board meeting will begin their new terms at the April 27 CFWC Board Meeting.

Bar-20 Dairy - Social Media Profile
The Coalition's Cultivate California program recently ran several Instagram posts highlighting Bar-20 Dairy in Kerman as a modern, family-run San Joaquin Valley operation that blends traditional milk production with cutting-edge sustainability practices. The reels emphasize how the Shehadey family has invested in technologies such as methane digesters, fuel cells, and efficiency upgrades to reduce environmental impacts while continuing to produce food for California communities.

Blueprint Blog
The Coalition's participation in the Water Blueprint for the San Joaquin Valley helped facilitate publication of a blog on the SWRCB hearings about Healthy Rivers and Landscapes (HRL) as a balanced, science-based approach to updating the Bay-Delta Water Quality Control Plan.

In the blog, the Blueprint stated that the Healthy Rivers and Landscapes Program is built around a straightforward but powerful idea: pairing strategically timed river flows with targeted habitat restoration, guided by monitoring and adaptive management. Rather than relying on a single tool, HRL integrates science, on-the-ground projects, and accountability to improve conditions for Chinook salmon and other native species while safeguarding water supplies that support cities, agriculture, and rural communities. The current update to the Bay-Delta Water Quality Control Plan is expected to be adopted sometime in 2026**,** although no specific date has been set.