



## MEMORANDUM

TO: SLDMWA Board of Directors, Alternates

FROM: Scott Petersen, P.E., Water Policy Director

DATE: April 9, 2020

RE: Authorization of Sustainable Groundwater Management Act Services Memorandum of Agreement (SS-MOA) with the Central Delta-Mendota Groundwater Sustainability Agency

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### BACKGROUND

The San Luis & Delta-Mendota Water Authority has supported coordination with groundwater sustainability agencies (GSAs) within the Delta-Mendota Subbasin (Subbasin) in accordance with the Sustainable Groundwater Management Act (SGMA). SLDMWA has provided additional coordination to the GSAs within the Northern and Central Delta-Mendota Regions, one of six GSP groups in the Subbasin. The GSAs within the Northern and Central Regions coordinate with SLDMWA through the Northern and Central Delta-Mendota Region SGMA Services Activity Agreements (Activity Agreements), respectively. SLDMWA member agencies enter into these Activity Agreements directly. Non-member agencies participate in the Activity Agreements by executing SGMA Services Memoranda of Agreement (SS-MOA). The Activity Agreements establish the Northern and Central Delta-Mendota Region Management Committees, which provide representation for each GSA in the Northern and Central Regions.

There are currently three GSAs within the Central Delta-Mendota Region Management Committee: Central Delta-Mendota GSA, Oro Loma Water District GSA, and Widren Water District GSA. The Central Delta-Mendota GSA (Central GSA) was formed August 28, 2019 when ten agencies entered into a joint powers agreement (JPA). The ten agencies are all public agencies that were previously coordinating together through a memorandum of agreement that formed the Central Delta-Mendota Region Multi-Agency GSA. These ten agencies entered into the JPA to establish an independent public agency as the Central GSA and improve efficiency of the coordination of these ten agencies' mutual goals of cost efficiency and sustainable groundwater management.

Since the Central GSA is not a member agency of the SLDMWA, the Central GSA seeks to enter into a SS-MOA with SLDMWA to continue to have representation on the Management Committee and receive SGMA support services from the SLDMWA. The Central GSA approved the SS-MOA on January 6, 2020 during a meeting of the Central GSA members. The Central Delta-

Mendota Region Management Committee approved this SS-MOA on March 26, 2020 during a Joint Meeting of the Northern and Central Delta-Mendota Region Management Committees.

#### **ISSUE FOR DECISION**

Whether the San Luis & Delta-Mendota Water Authority should authorize execution of the SS-MOA with the Central GSA.

#### **RECOMMENDATION**

The Central GSA and Central Management Committee previously approved authorization of this SS-MOA. Staff recommends execution of this SS-MOA with the Central GSA.

#### **ANALYSIS**

Authorizing execution of this SS-MOA will ensure the Central GSA will continue to receive ongoing support from the SLDMWA and maintain representation within the Central Management Committee. SLDMWA will provide ongoing support to the Central GSA in order to comply with SGMA regulations.

#### **BUDGET**

Execution of this SS-MOA has no impact to the previously approved Fiscal Year 2021 SGMA Activities budget.

**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 January \_\_\_\_, 2020 (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 Central Delta-Mendota Groundwater Sustainability Agency, a joint powers authority (“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, as amended, (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 operation and management of a 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.

h. Effective August 28, 2019, Eagle Field Water District, County of Fresno, Fresno Slough Water District, County of Merced, Mercy Springs Water District, Pacheco Water District, Panoche Water District, San Luis Water District, Santa Nella County Water District, and Tranquillity Irrigation District formed a joint power authority known as the Central Delta-Mendota

Groundwater Sustainability Agency. The County of Fresno, the County of Merced, and Santa Nella County Water District were all SS-MOA Participants and are not members of the Authority.

## **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. The SS-MOA Participant is entering into this SS-MOA, in order to represent its members, including three of its member agencies that are not members of the Authority but are currently themselves SS-MOA Participants – County of Fresno, County of Merced, and Santa Nella County Water District. As such, the intent is that the SS-MOA Participant Central Delta-Mendota GSA will have three representative votes on the Management Committee, which are currently held by County of Fresno, County Merced, and Santa Nella County Water District and are being delegated by those SS-MOA Participants, and will not have any additional vote on the Management Committee.

Section 4. Miscellaneous Provisions.

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

4.2 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.

4.3 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.

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

4.5 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.

4.6 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**

CENTRAL DELTA-MENDOTA GSA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX 1**

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