



January 10, 2017

TO: San Luis & Delta-Mendota Water Authority Board of Directors, Alternates, and Interested Parties

FROM: Jason Peltier, Secretary (by Cheri Worthy)

RE: **Thursday, January 12, 9:30 a.m.**
Board of Directors' Adjourned Regular Meeting

Attached are additional documents for your review in preparation of the **January 12, 2017**, Board of Directors' adjourned regular meeting are:

- 1) Draft December 8, 2016 Meeting Minutes
- 2) Financial & Expenditures Reports
- 3) Letter from San Joaquin Valley Water Infrastructure Authority Requesting Authority Participation
- 4) Draft Resolution Making Findings Under California Environmental Quality Act, Authorizing Execution of Central Delta-Mendota Region, Northern Delta-Mendota Region and South Tracy Region Sustainable Groundwater Management Act Services Activity Agreements and Authorizing Actions Related Thereto
- 5) Draft San Luis & Delta-Mendota Water Authority Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement
- 6) Draft Memorandum Of Agreement For Central Delta-Mendota Region Sustainable Groundwater Management Act Services

Thank you, and please give us a call if you have any questions or concerns regarding this information.

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
BOARD OF DIRECTORS REGULAR MEETING
MINUTES FOR December 8, 2016**

The Board of Directors of the San Luis & Delta-Mendota Water Authority convened at approximately 9:35 a.m. at 842 6th Street, in Los Banos, California for a regular meeting, with Chairperson Mike Stearns presiding.

Directors and Alternate Directors in Attendance

Division 1

Jim McLeod, Director - David Weisenberger, Alternate
Rick Gilmore, Director
Anthea Hansen, Director - Earl Perez, Alternate

Division 2

Don Peracchi, Director
Sarah Woolf, Director (joined after Item 7)
John Bennett, Director
William Diedrich, Director

Division 3

Michael Stearns, Director & Chairperson - Jeff Bryant, Alternate
Chris White, Alternate for James O'Banion (joined after Item 9)
Randy Houk, Alternate for Cannon Michael
Mike Gardner, Alternate for Ric Ortega

Division 4

Gary Kremen, Director - John Varela, Alternate
Richard Santos, Director
Jeff Cattaneo, Alternate for John Tobias & Joseph Tonascia

Division 5

Jose Gutierrez, Alternate for Tom Birmingham
Steve Stadler, Director - Thomas W. Chaney, Alternate

Authority Representatives Present

Diane Rathmann, Legal Counsel
Gabriel Delgado, Legal Counsel
Jason Peltier, Executive Director
Jon Rubin, General Counsel
Tona Mederios, Director of Finance
Ara Azhderian, Water Policy Administrator
Tom Boardman, Water Resources Engineer
Frances Mizuno, Assistant Executive Director
Paul Stearns, O&M Manager

Others in Attendance

Mike Wade, California Farm Water Coalition
Don Wright
Larry Freeman, San Joaquin River Exchange Contractors Water Authority
Jarrett Martin, Central California Irrigation District
Chase Hurley, Henry Miller Reclamation District
Steve Prevostini, Patterson Irrigation District
Dana Jacobson, Santa Clara Valley Water District
Ben Fenters, Provost & Pritchard
Janet Gutierrez, San Luis Water District
John Beam, Consultant – Grasslands Water District
Eric Ruckdaschel, San Luis Canal Company
Matt Hurley, Fresno Slough Water District

1. Call to Order/Roll Call

Chairperson Michael Stearns called the meeting to order.

2. Board to Consider Corrections or Additions to the Agenda of Items, as authorized by Government Code Section 54950 et seq.

There were no additions or corrections to the agenda.

3. Opportunity for Public Comment

There was no public comment.

CONSENT ITEMS

4. Board to Consider a) Approval of November 10, 2016 Meeting Minutes, b) Acceptance of the Financial & Expenditures Report, c) Acceptance of the Treasurer's Report for the Quarter Ending 9/30/16, d) Recommendation by the Finance and Administration Committee to Accept the Disposition of the DWR – San Luis Joint Use Credit, Calendar Years 2011-2014

On motion of Director Don Peracchi, seconded by Director Rick Gilmore, the Board of Directors approved the items on the consent calendar. The vote on the motion was as follows:

AYES:	McLeod, Gilmore, Hansen, Peracchi, Bennett, Diedrich, Stearns, Houk, Gardner, Kremen, Santos, Cattaneo, Gutierrez, Stadler
NAYS:	None
ABSTENTIONS:	None

ACTION ITEMS

5. Board to Consider Water Resources Committees Recommendation to Authorize the Authority to Pursue a Proposition 1 Application for a Disadvantage Community Involvement Grant for the San Joaquin River Funding Region in Cooperation with the Region's Five Other Regional Water Management Groups

Water Policy Administrator Ara Azhderian informed the Board that on Monday this subject was discussed with the Water Resources Committee, and the Committee recommended that the Board authorize the Authority to pursue a Proposition 1 application for a Disadvantage Communities Involvement grant for the San Joaquin River funding region in cooperation with the region's other regional water management groups.

Azhderian explained that the Westside's primary regional concerns include management of water supply, reliability, and quality, reuse, recycling, and discharge of agricultural drain water, and water use efficiency. The current draft of the Westside-San Joaquin Integrated Water Resources Plan is undergoing revision to comport with Proposition 1 and other guidelines promulgated since it was last approved by the Authority's Board of Directors. Azhderian also stated that the Westside-San Joaquin Region spans the Westside of both the San Joaquin River and Tulare Lake Proposition 1 funding regions. For purpose of this Request for Proposals (RFP), the Authority is soliciting proposals to prepare a Prop 1 grant application only for disadvantaged communities (DAC) within the San Joaquin River (SJR) funding region as another organization has taken lead in the Tulare funding region. The SJR funding region contains 5 other Regional Water Management Groups (RWMGs) that have expressed interest in participating in the preparation of a Prop 1 DAC grant application. While the Authority is initiating this effort to prepare the grant, it intends to work in close coordination with our fellow SJR RWMGs.

On motion of Director Richard Santos, seconded by Director Don Peracchi, the Board unanimously authorized the Authority to pursue a Proposition 1 application for a Disadvantage Communities Involvement grant for the San Joaquin River funding region in cooperation with the region's five other regional water management groups. The vote on the motion was as follows:

AYES:	McLeod, Gilmore, Hansen, Peracchi, Woolf, Bennett, Diedrich, Stearns, Houk, Gardner, Kremen, Santos, Cattaneo, Gutierrez, Stadler
NAYS:	None
ABSTENTIONS:	None

6. Board to Consider Supporting Use, in Substantially the Format Presented, of the Executive Director and General Counsel Performance Plan Forms

Executive Director Jason Peltier gave a brief history of the reasons for developing these forms and asked the Board to support them as presented. On motion of Director Rick Gilmore, seconded by Director Woolf, the Board unanimously approved to support use of the Executive Director and General Counsel Performance Plan Forms, in substantially the format presented. The vote on the motion was as follows:

AYES: McLeod, Gilmore, Hansen, Peracchi, Woolf, Bennett,
Diedrich, Stearns, White, Houk, Gardner, Kremen, Santos,
Cattaneo, Gutierrez, Stadler

NAYS: None

ABSTENTIONS: None

7. Board to Consider Water Resources Committee Recommendation to Authorize the Authority to Fund, in Partnership with Glenn-Colusa Irrigation District, a Genetic Mark-Capture Project to Improve Vital Rates Estimation of Winter-Run Salmon

Water Policy Administrator Ara Azhderian informed the Board that on Monday this subject was discussed with the Water Resources Committee, and the Committee recommended that the Board authorize the Authority to fund, in partnership with Glenn-Colusa Irrigation District, a genetic mark-capture project to improve vital rates estimation of winter-run salmon. Azhderian reported that spawning success among in-river adult winter-run is presently inferred from an estimate of juveniles reaching the Red Bluff Diversion Dam. An improved estimate of spawner abundance and other important metrics can be obtained by incorporating genetic techniques in to existing monitoring activities. Effectively, genetic methods can link adult winter-run encountered at the Keswick trap and in carcass surveys with juvenile outmigrants through genotypes. These procedures enable specific vital rate metrics to be generated such as the number of contribution breeders and the relative juvenile recruitment of hatchery and /or natural-origin fish that spawned in-river.

Azhderian also reported that GCID will contract with Cramer Fish Sciences to use genetic mark-capture, parentage, and related methods, to characterize reproductive success among individuals and hatchery contribution to in-river juvenile winter-run production. Contract costs are not to exceed \$100,000. The proposed costs would be split 50-50 with the GCID, with the Authority's share being allocated to the existing Fiscal Year-End 2017 LegOps 1

technical support science budget.

On motion of Richard Santos, seconded by Director Gary Kremen, the Board unanimously approved to authorize the Authority to fund, in partnership with Glenn-Colusa Irrigation District, a genetic mark-capture project to improve vital rates estimation of winter-run salmon. The vote on the motion was as follows:

AYES:	McLeod, Gilmore, Hansen, Peracchi, Woolf, Bennett, Diedrich, Stearns, White, Houk, Gardner, Kremen, Santos, Cattaneo, Gutierrez, Stadler
NAYS:	None
ABSTENTIONS:	None

8. Board to Consider Water Resources Committee Recommendation to Authorize the Authority to Fund, in Partnership with the Northern California Water Association and Metropolitan Water District of Southern California, a Floodplain Food Production Pilot Program in the Sacramento Valley

Water Policy Administrator Ara Azhderian reported that this proposal is essentially an expansion and acceleration of the Prop 1 floodplain food production pilot program grant application previously authorized by the Board. To build on the existing food production momentum, NCWA will contract with water districts to incentivize participation in the Pilot Program by covering the additional water management expenses related to the activity. The goal of the Pilot Program is to demonstrate the efficacy of producing food through floodplain inundation by enlisting up to 10,000 acres of rice fields into the Program in winter/spring of 2017. Contract costs are not to exceed \$400,000. The proposed costs would be split 25% NCWA, 50% MWD, and 25% Authority, with the Authority's share being allocated to the existing Fiscal Year-End 2017 LegOps 1 technical support budget.

On motion of Director Gary Kremen, seconded by Director Richard Santos, the Board unanimously approved to authorize the Authority to fund, in partnership with Northern California Water Association and Metropolitan Water District of Southern California, a floodplain food production pilot program in the Sacramento Valley. The vote on the motion was as follows:

AYES:	McLeod, Gilmore, Hansen, Peracchi, Woolf, Bennett, Diedrich, Stearns, White, Houk, Gardner, Kremen, Santos, Cattaneo, Gutierrez, Stadler
NAYS:	None
ABSTENTIONS:	None

REPORT ITEMS

9. 2017 Operations, Communication, and Outreach Plan

Mike Wade of the California Farm Water Coalition reported that CFWC has a comprehensive communications plan underway designed to anticipate potential news stories and circulate information that the broader agricultural industry can use in their contacts with the media. This activity is an integral part of the 2016 CFWC Strategic Plan, which includes, 1) Unity with similar groups and partner with other organizations on farm water information development and messaging, 2) Emphasize proactive messaging over reactive in order to drive the discussion on farm water issues, 3) Increase production of fact sheets and info graphs aimed at the general public, 4) Improve and expand social media strategies including communications with other agricultural-related organizations.

10. Update on SFCWA

Executive Director Jason Peltier discussed an analytical tool developed by Val Conner, which presents a global view of weaknesses and opportunities that the SFCWA science program has and how it's viewed by others.

Peltier reported that the SFCWA science team attended the Biannual Delta Science conference in Sacramento. It had over 1000 attendees, 700 different presentations, and the SFCWA team is preparing a summary of the conference.

Peltier reported that the proposed 2017 SFCWA Strategic Objective is to develop and implement a Science Program Communication Strategy that strengthens the scientific foundation for environmental management of the Delta.

II. Update on DHCCP Funding

Executive Director Jason Peltier explained the options available to those with interests in the DHCCP 2009A Note proceeds. Peltier explained that for those districts that have in obligation under 2013A Bonds, the districts can either apply their Note proceeds interest towards planning costs or have their interest placed into an escrow account and applied towards principal-related obligations under the Bonds. And, for those districts without an interest in the bonds, they can either apply their interest towards planning costs or have their interest refunded to them. Peltier also discussed the two principle agreements that are being developed for consideration by the Water Authority. General Counsel Jon Rubin provided additional detail on the draft agreements and the anticipated timing for finalizing and executing them.

12. Update On Proposed In-Delta Pilot Fallowing Program

Assistant Executive Director Frances Mizuno reported that the Authority is working with the State Water Contractors to implement a 2017 In-Delta Pilot Fallowing Program. The pilot program proposal is to have growers in the Delta fallow up to 5000 acres of land. Land surface water consumption will be monitored using atmospheric measurements to measure and calculate site specific evapotranspiration rates. Mizuno explained that the initial interest of the Authority and SWC was due to the potential for transfer water and to continue to foster good relationships with the Delta interests. However, at this point, any water created from the fallowing program will accrue to the Projects. The cost for monitoring and terms for payment for fallowing has yet to be determined.

13. Update on Board Policy & Procedures

Executive Director Jason Peltier gave a brief review of the progress on completing the Policies and Procedures Manual. Peltier stated that the deadline was originally the first of the year, but in order to complete it accurately and have the Board review it the deadline will be the new fiscal year.

General Counsel Jon Rubin reviewed the draft Policies and Procedures Manual that was included in the Board packet. Rubin emphasized that the Authority is committed to being accessible, transparent and accountable with regard to its operations and business practices. Rubin explained that this manual consolidates the policies and procedures of greatest concern to the Board and to the operations and business practices. Assistant Executive Director Frances Mizuno stressed how important it is to get input from the Board of Directors.

14. Update on Water Quality Control Plan

General Counsel Jon Rubin updated the Board of the efforts by the State Water Resources Control Board to update the Water Quality Control Plan for the Bay-Delta. Rubin began by describing the documents the State Water Board recently released for Phase 1, which are: 1) a document that proposes updates to the San Joaquin River flows and southern Delta salinity objectives, and 2) the substitute environmental document that is intended to identify the environmental impacts of the proposed updates. Rubin informed the Board that the State Water Board has requested written comments on both documents by January 17, 2017. The State Board is holding a series of hearings. The Authority has indicated a desire to provide oral

comments and is set to do so on January 3rd. The Authority is also working on written comments and expect to file those on or before the due date. Next, Rubin described a draft scientific basis report the State Water Board also recently released for review. A workshop was held and written comments are due on the 16th of December. Oral comments were provided, and the Authority anticipates to file written comments. Rubin explained that the report is intended to help guide the State Water Board, as it proposes updates to the objectives that are the subject of Phase 2 and prepares a substitute environmental document for that phase. Rubin outlined the types of changes identified in the report, which the State Water Board staff believes are supported by science.

15. Committee Reports

a. Water Resources Committee Activities

No report provided

b. Finance & Administration Committee Activities

No report provided

c. O&M Technical Committee Activities

No report provided

16. Self-Funding Report

Director of Finance Tona Mederios reported that the Disposition of the DWR – San Luis Joint Use Credit was approved by the Board earlier in the meeting, and refunds will be distributed.

17. Operations & Maintenance Report

Assistant Executive Director Frances Mizuno provided a brief summary of pumping at the C.W. “Bill” Jones Pumping Plant during the month of November. Mizuno also reported that flows to the Mendota Pool from the DMC were shut off on November 24th to facilitate the dewatering of the Mendota Pool for work on the Mendota Dam. The lower DMC below Check #14 has also been partially dewatered to facilitate work for the Los Banos Creek/DMC Connection Project, trash rack replacement at Firebaugh Canal Water District’s milepost 109.45-R turnout, and the Doppler flow meter installation upstream of Check #21. Mizuno closed with an update on the Jones Pumping Plant Unit Rewind Project. The Authority has requested funding from Reclamation for the project. The Authority and Reclamation are evaluating funding/repayment

options available for this project.

18. Operations Update

Tom Boardman reported that C.W. “Bill” Jones Pumping Plant was at capacity for about 10 days during November. Unexpected pumping reductions were imposed because of salinity concerns and concerns with COA debt. Pumping at the Harvey O. Banks pumping plant was disproportionately higher than pumping at the Jones Pumping Plant due to the balance of COA-related storage releases in that the recent storms have favored Shasta and Folsom basins more than Oroville. Shasta storage was reported to be about 300 TAF below its flood control level – well within the range of potentially spilling given that Shasta gained 800 TAF during December 2015. Reservoir management releases appear imminent from Folsom with storage only 60 TAF remaining in its conservation storage space.

Boardman reviewed charts showing projected refill operations for San Luis reservoir under 90% and 50% exceedance conditions. Both charts showed that Reclamation will pay back “borrowed” water and begin storing Project water for 2017 by the end of December. The charts also showed that (1) under 90% exceedance conditions, the CVP will not have sufficient water to meet contractual obligations (approximately a 200 TAF shortfall at the end of August), but (2) under 50% exceedance conditions, all minimum contractual obligations are projected to be met and a 10-15% allocation to the south of the Delta agricultural water service contractors.

19. Water Policy Administrator Report

Water Policy Administrator Ara Azhderian reported that at a recent meeting hosted by Reclamation, FWS and NMFS discussed how their agencies intend to approach regulating 2017 CVP operations under their respective biological opinions. FWS staff explained that essentially the FWS will continue to implement the 2008 BiOp but, in areas where they have discretion, it is their intention to allow as much pumping as possible as long as environmental conditions warrant. For NMFS staff explained that they are currently working with Reclamation to modify the temperature management provision in the 2009 BiOp to provide for even cooler temperatures than are currently required, and aim to have a draft of the revised temperature criteria ready in January 2017.

Azhderian reported that the Authority submitted written comments on Reclamation’s draft environmental impact statement for the long-term proposal to augment flows on the lower Klamath River. The Authority expressed concerns regarding the breadth of alternatives,

description of scientific uncertainty, water supply modeling outputs, and support upon legal authorities.

Azhderian also reported that ACWA hosted a forum to discuss improving involvement of its agriculture members, and trying to improve its engagement on Ag issues. ACWA has developed an online survey looking for input from Ag interests. Azhderian encouraged the Authority's members and others to participate in this survey.

20. Executive Director's Report

Executive Director Jason Peltier gave an overview of the Activity Budget Preparation Timeline. Peltier reported that with the transition of the Federal Legislature there are a lot of names floating around related to the water side some we know some we don't it's a black box right now. One thing we do know is that the plan on Inauguration Day is that the Commissioner will step down and David Murillo will step in as acting Commissioner until the new Commissioner is confirmed by the senate. Peltier announced that Mark Cowin is retiring at the end of the year, but he will stay on in some capacity to help with the California Water Fix. Peltier informed the Board that he and Jason Phillips have been organizing and holding some small meetings to try to address and deal with the request of David Murillo to work on optimizing the system for next year.

21. Drainage Activity

a. Grassland Basin Drainage Activity Report

Legal Counsel Diane Rathmann reported that Joe McGahan is focusing on trying to come up with a storm water management plan and is going to be meeting and coordinating with Grassland Water District.

b. Westside Regional Drainage Plan Report

No report was provided.

c. San Joaquin Valley Drainage Authority

Legal Counsel Diane Rathmann reported that the Regional Board is being very aggressive in implementing its Irrigated Lands Program, and is going out issuing notices of violation to land owners who have not complied with providing reports.

22. Closed Session Report

Chairman Stearns adjourned the open session to address the items listed on the Closed Session Agenda at approximately 12:11 p.m. Upon return to open session at approximately 12:30 p.m., General Counsel Jon Rubin reported that the Board met in closed session to discuss items listed on the agenda for closed session and there were no other reportable actions.

23. Reports Pursuant to Government Code Section 54954.2

There were no reports given.

24. Adjournment

The date of the next Regular Board meeting is January 12, 2017. The meeting was adjourned at approximately 12:35 p.m.



MEMO

TO: Frances Mizuno, Assistant Executive Director

FROM: Guy Wamocha, Supervisor of Accounting

SUBJECT: December 2016 BOD Meeting Report - Finance
March 1, 2016 through February 28, 2017

DATE: January 12, 2017

Receivable Activity Report: (Period Ending December 20, 2016).

The prior receivable balance as of November 20, 2016 was \$2,152,586.39.

Billings for the period ending December 20, 2016 were \$219,477.36 (\$2,008.85 for various employees - cobra; \$1,111.19 for miscellaneous employees - miscellaneous employee reimbursements; \$3,093.50 for Various Vendors - miscellaneous Vendor Reimbursements; \$5,048.82 for SJVDA - October 2016 expenses; \$200,000.00 for Various Districts - San Joaquin River Exchange Contractors Water Agency (SJRECWA) Ag & M&I Water Delivery - 2016; \$8,215.00 Various vendors - Vehicle Disbursement).

Collections for the period ending December 20, 2016 were \$1,471,030.59 (\$3,139.11 from various employees - Cobra; \$7,027.00 from Various Districts - Membership Assessments FY17; \$1,394.66 from Various Districts - Milepost/Metering Services 7/1/16-9/30/16; \$1,065.79 from various employees - miscellaneous reimbursements; \$1,085.54 from Various vendors - miscellaneous Vendor Reimbursements; \$98,220.42 from Various Districts - North of the Delta Water Transfer 2013; \$724.63 from Various Districts - San Felipe Unit - San Luis Delivery Structures - April - June 2016; \$12,648.42 from SJVDA - September-October 2016 expenses; \$1,326,378.84 from Various Districts - SJRECWA Ag & M&I Water Deliveries - 2016; \$11,131.18 from USBR - Emergency Service Contract 7/1/16-9/30/16; \$8,215.00 from Various Vendors - Vehicle Disbursement).

Total Receivables balance ending December 20, 2016 was **\$901,033.16.**

Cash Activity Report: (Period Ending December 20, 2016).

Total Cash balance for all accounts on November 20, 2016 was \$35,276,768.86.

Cash on Hand account balance as of November 20, 2016 was \$0. Total increase in this account was \$0. Total decrease in this account was \$0. Cash balance on December 20, 2016 was **\$0.**

Central Valley Community Bank - Checking balance as of November 20, 2016 was (\$1,103,485.73). Total increase in this account was \$7,823,971.63 (All transfer from Transactional Account). Total decrease in this account was \$6,908,912.47 (\$6,670,457.73 for check disbursements; \$82,712.86 Wire to IRS (Payroll tax deposit); \$24,834.09 Wire to EDD

(payroll tax deposit); \$130,704.75 Wire to ICMA – retirement funds deposit; \$203.04 Bank Service fees).

Total balance in the Checking account as of December 20, 2016 was **(\$188,426.57)**.

Central Valley Community Bank – Payroll Checking balance as of November 20, 2016 was \$0. Total increase in this account was \$364,054.67 (All transfer from Transactional Account). Total decrease in this account was \$364,044.67 (\$364,024.67 Issue Payroll; \$20.00 Wire fee). Total balance in the Payroll Checking account as of December 20, 2016 was **\$10.00**.

Central Valley Community Bank - Transactional Account balance as of November 20, 2016 was \$6,100,066.62. Total increase in this account was \$4,863,203.88 (\$389,174.74 O&M Collections; \$7,027.00 Membership Assessments; \$1,452,872.41 Other Collections; \$11,131.18 Wire from USBR – Emergency Service Contract; \$3,000,000.00 Transfer from LAIF; \$2,998.55 from Interest).

Total decrease in this account was \$9,491,488.16 (\$364,054.67 Transfer to Payroll; \$1,161,353.19 Wire to USBR – O&M Joint Use of Facilities; \$142,048.67 Wire to DWR – 2013 North of the Delta Water Transfer; \$7,823,971.63 Transfer to Checking; \$60.00 Wire fees).

Total balance in the Transactional Account as of December 20, 2016 was **\$1,471,782.34**.

Central Valley Community Bank – Muni Account balance as of November 20, 2016 was \$1,062,709.46. Total increase in this account was \$524.07 (all from interest).

Total decrease in this account was \$0.

Total balance in the Muni account as of December 20, 2016 was **\$1,063,233.53**.

Cal Trust – Investment Account balance as of November 20, 2016 was \$18,103,254.36. Total increase in this account was \$15,029.17 (all from interest). The decrease in this account was \$51,482.30 (all adjustment in change in market share).

Total balance in the Investment account as of December 20, 2016 was **\$18,066,801.23**.

LAIF account balance as of November 20, 2016 was \$11,113,524.15. Total increase in this account was \$0. Total decrease in this account was \$3,000,000.00 (all transfer to Transactional Account). Total cash balance on December 20, 2016 was **\$8,113,524.15**.

Petty Cash account balance as of November 20, 2016 was \$700.00. Total increase was \$0.

Total decrease was \$0. Total Petty Cash balance on December 20, 2016 was **\$700.00**.

Total Cash balance for all accounts as of December 20, 2016 was **\$28,527,624.68**.

Budget to Actual Comparison: Funds 03 through 56: (Baseline for measurement is 9 months).

Note that year-to-date actual expenditures comparison to budget is an estimate only. Invoicing may not be uniform all year round. A true reflection of expenses is done at year-end after all accruals are booked and all necessary reconciliations are completed.

Member Funded Activities (March 1, 2016 through November 30, 2016). Baseline measurement is 75.00% (9 months). YTD spending is trending positive (in total) with an actual spending of 57.33% of the FY17 amended budget when compared to 75.00% of the amended budget.

DMC Budget to Actual Comparison Summary: (March 1, 2016 through November 30, 2016). Baseline measurement is 75.00% (9 months). YTD spending reflects a positive trend with actual spending of 66.14% of the approved budget when compared to 75.00% as budgeted.

San Luis & Delta-Mendota Water Authority

Cash Activity Report

Period Ending December 20, 2016

	Cash On Hand	CVCB Checking 0.00%	CVCB Payroll 0.00%	CVCB Transactional 0.60%	CVCB Mini 0.60%	CalTrust ST 0.91% MT 1.10%	LAIF 0.67%	Petty Cash	Total Cash
CASH BALANCE November 20, 2016	\$0.00	(\$1,103,485.73)	\$0.00	\$6,100,066.82	\$1,062,709.46	\$18,103,254.36	\$11,113,524.15	\$700.00	\$35,276,768.86
Increases									
O & M Collections				389,174.74					389,174.74
Membership Assessments				7,027.00					7,027.00
Other Receivables				1,452,872.41					1,452,872.41
Wire from USBR - Emergency Service Contract				11,131.18					11,131.18
Transfer from Transactional Account		7,823,971.63	364,054.67	3,000,000.00					8,188,026.30
Transfer from LAIF				2,998.55	524.07				3,000,000.00
Interest						15,029.17			15,029.17
TOTAL INCREASES	0.00	7,823,971.63	364,054.67	4,863,203.88	524.07	15,029.17	0.00	0.00	13,086,783.42
Decreases									
Check Disbursements (Attached)									6,670,457.73
Issue Payroll		6,670,457.73	364,024.67	364,054.67					364,024.67
Transfer to Payroll				1,161,353.19					364,054.67
Wire to USBR - O&M Joint Use Facilities				142,048.67					1,161,353.19
Wire to DWR - 2013 NOD Water Transfer									142,048.67
Wire to IRS (Payroll Tax Deposit)		82,712.86							82,712.86
Wire to EDD (Payroll Tax Deposit)		24,834.09							24,834.09
Wire to ICMA (Retirement Deposit)		130,704.75							130,704.75
Transfer to Transactional Account				7,823,971.63					3,000,000.00
Adjustment in change in market share			20.00	60.00		51,482.30	3,000,000.00		7,823,971.63
Bank Service Charge/Wire Fees									51,482.30
TOTAL DECREASES	0.00	6,908,912.47	364,044.67	9,491,488.16	0.00	51,482.30	3,000,000.00	0.00	19,815,927.60
CASH BALANCE December 20, 2016	\$0.00	(\$188,426.57)	\$10.00	\$1,471,782.34	\$1,063,233.53	\$18,066,801.23	\$8,113,524.15	\$700.00	\$28,527,624.68
Unreconciled, bank statements expected by 1/10/17									
Net Increase (Decrease)		\$915,059.16	\$10.00	(\$4,628,284.28)	\$524.07	(\$36,453.13)	(\$3,000,000.00)	\$0.00	(\$6,749,144.18)
		Transfer from Transactional Account	Reduction in wire fee	Transfer to/from Other Accounts Collections & Payable	Interest	Interest & adjustment in change in market price	Transfer to Transactional Account		

San Luis & Delta-Mendota Water Authority
Receivable Activity Report (Does Not Include Water Payment Transactions)
Period Ending December 20, 2016

	SELF-FUNDING DIST/OTHERS	MEMBERS	USBR EMERGENCY	USBR GRANTS	USBR MISC.	OTHER	TOTAL RECEIVABLE
RECEIVABLE BALANCE NOVEMBER 20, 2016	\$ -	\$ 896,853.01	\$ 11,131.18	\$ -	\$ -	\$ 1,244,602.20	\$ 2,152,586.39
Billings:							
Cobra - Various Employees						2,008.85	2,008.85
Miscellaneous - Employee Reimbursements						1,111.19	1,111.19
Miscellaneous - Vendor Reimbursements						3,093.50	3,093.50
San Joaquin Valley Drainage Authority - October 2016 Expenses						5,048.82	5,048.82
SJRECWA Ag & M & I Water Delivery - Various Districts						200,000.00	200,000.00
Vehicle Disbursement - Various Vendors						8,215.00	8,215.00
TOTAL BILLINGS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 219,477.36	\$ 219,477.36
Collections:							
Cobra - Various Employees						3,139.11	3,139.11
Membership Assessments FY16/17 - Second Installment		7,027.00					7,027.00
Milepost/Metering Services - 7/01/16-9/30/16 - Various Districts						1,394.66	1,394.66
Miscellaneous - Employee Reimbursements						1,065.79	1,065.79
Miscellaneous - Vendor Reimbursements						1,085.54	1,085.54
North of the Delta Water Transfers 2013 - Various Districts						98,220.42	98,220.42
San Felipe Unit - San Luis Delivery Structures - April - June 2016 - Various Districts						724.63	724.63
San Joaquin Valley Drainage Authority - September-October 2016 Expenses						12,648.42	12,648.42
SJRECWA Ag & M & I Water Delivery - Various Districts						1,326,378.84	1,326,378.84
USBR Emergency Services Contract #R15PC00029 - 07/01/16-09/30/16			11,131.18				11,131.18
Vehicle Disbursement - Various Vendors						8,215.00	8,215.00
TOTAL COLLECTIONS	\$ -	\$ 7,027.00	\$ 11,131.18	\$ -	\$ -	\$ 1,452,872.41	\$ 1,471,030.69
RECEIVABLE BALANCE AS OF PERIOD ENDING DECEMBER 20, 2016	\$ -	\$ 889,826.01	\$ -	\$ -	\$ -	\$ 11,207.15	\$ 901,033.16

For Period November 21 through December 20, 2016

[illegible]

For Period November 21 through December 20, 2016

Percentage in Investment Accounts	4%	55%	30%
Total Percentage in Investment Accounts	10%	75%	15%

1/10/2017 10:30

San Luis & Delta-Mendota Water Authority

Amended Budget to Actual Comparison Summary

March 1, 2016 through November 30, 2016

	Budget Type	FY Budget 3/1/16 - 2/28/17	Amended FY Budget 3/1/16 - 2/28/17	Actual To Date 3/1/16 - 11/30/16	% of Budget	Notes	Amount Remaining
03	General Membership (Administrative Agreement)	192,576 32,994	177,414 67,875	124,593 67,502	70.23% 99.45%	1	52,820 373
07	Leg/CVP Operations #1 (All Members)	3,078,355 88,508	2,971,314 145,504	1,987,147 107,901	66.88% 74.16%		984,167 37,604
12	Delta Issues Participation (DIPS)	774,871 89,556	979,888 36,494	288,579 19,542	29.45% 53.55%		691,308 16,952
08	Leg/CVP Operations #2	1,059,566 50,102	885,571 50,454	581,738 31,883	65.69% 63.19%		303,833 18,571
06	Reallocation Agreement	548 873	759 53	585 36	77.09% 67.69%		174 17
35	Contract Renewal Coordinator	219,755 1,920	131,852 211	44,641 143	33.86% 67.58%		87,211 69
09	Leg/CVP Operations #3	641 5,761	833 793	585 1,156	70.25% 145.83%	2	248 (363)
28	Yuba County Water Transfers	1,106 3,666	2,794 2,076	1,929 912	69.06% 43.93%		864 1,164
22	Grassland Basin Drainage #3A (General Participation)	2,323,541 24,265	2,343,568 4,238	1,086,460 2,666	46.36% 62.91%		1,257,108 1,572
17	Southern Groundwater Mngmt.	202,496 1,047	188,469 3,066	19,572 2,349	10.38% 76.61%		168,897 717
18	Northern Groundwater Mngmt.	152,496 1,047	137,382 1,585	18,924 1,511	13.77% 95.29%	3	118,458 75

San Luis & Delta-Mendota Water Authority

Amended Budget to Actual Comparison Summary

March 1, 2016 through November 30, 2016

	Budget Type	FY Budget 3/1/16 - 2/28/17	Amended FY Budget 3/1/16 - 2/28/17	Actual To Date 3/1/16 - 11/30/16	% of Budget	Notes	Amount Remaining
44	Exchange Contractors - 5 Year Transfer	Direct Administration 1,079 3,666	1,852 1,921	1,204 1,785	65.00% 92.92%	4	648 136
56	Long-Term North to South Water Transfer Program	Direct Administration 179,628 4,015	355,474 528	279,701 357	78.68% 67.57%		75,773 171
16	DHCCP	Direct Administration 119,157 56,387	91,028 53,703	89,347 38,388	98.15% 71.48%	5	1,681 15,316
34	State and Federal Contractors Water Agency	Direct Administration 800,112 35,438	799,579 29,243	596,716 23,488	74.63% 80.32%		202,863 5,756
37	SB104 Drought Grant	Direct Administration 24,066 7,334	25,488 6,164	20,534 2,582	80.56% 41.90%		4,954 3,581
	TOTAL	9,536,571	9,497,173	5,444,454	57.33%		4,052,719

9/12 X 9,497,173 \$ 7,122,880

Amended Budget vs. Actual

1,678,426

Notes:

1. General Membership (Fund 03) trending over amended budget due to administrative expenses
2. Leg/CVP Operations #3 (Fund 9) trending over amended budget due to administrative expenses
3. Southern Groundwater Management (Fund 17) trending over amended budget due to administrative expenses
4. Northern Groundwater Management (Fund 18) trending over amended budget due to administrative expenses
5. DHCCP (Fund 16) trending over amended amended budget due to Linneman and Kronick legal services

San Luis & Delta-Mendota Water Authority DMC without E O&M

Budget to Actual Comparison Summary March 1, 2016 through November 30, 2016

	FY Budget 3/1/16 - 2/28/17	Actual To Date 3/1/16 - 11/30/16	% of Budget	Budget Amount Remaining
Operate & Maintain DMC	4,193,424.94	2,756,282.29	65.73%	1,437,142.65
Operate & Maintain Wasteways	184,700.41	63,684.31	34.48%	121,016.10
Mendota Pool	131,184.53	86,019.75	65.57%	45,164.78
Columbia Mowery Meters			0.00%	
Operate & Maintain JPP	2,138,753.16	1,757,828.87	82.19%	380,924.29
Intertie Maintenance	185,076.62	59,509.33	32.15%	125,567.29
Volta Wells Pumping	131,342.73	53,725.22	40.90%	77,617.51
Operate & Maintain O'Neill	1,387,734.23	907,773.82	65.41%	479,960.41
Maintain Tracy Fish Facility	274,492.32	104,508.51	38.07%	169,983.81
Maintain Fish Release Site	5,708.76	116.81	2.05%	5,591.95
Operate & Maintain Tracy USBR	4,262.94	40,772.11	956.43%	(36,509.17)
Operate & Maintain San Luis Drain	72,392.02	76,717.94	105.98%	(4,325.92)
Maintain Delta Cross Channel	70,555.02	17,690.66	25.07%	52,864.36
WAPA	1,789.75		0.00%	1,789.75
Warehousing	137,636.71	102,456.56	74.44%	35,180.15
Tracy Field Office Expense	536,810.91	226,670.38	42.23%	310,140.53
Direct Administrative/General Expense	898,223.47	678,959.91	75.59%	219,263.56
Indirect Administrative/General Expense	272,548.30	65,247.08	23.94%	207,301.22
Indirect O & M LBAO Admin.	1,406,896.25	961,471.50	68.34%	445,424.75
TOTAL	12,033,533.07	\$7,959,435.05	66.14%	4,074,098.02
Total from Self-Funding - page 2	11,540,119	7,767,221	67.31%	3,772,898
Total from USBR - page 3	493,414	185,540	37.60%	307,874
Total from Special Projects - page 4		6,674		(6,674)
Totals	12,033,533	7,959,435		4,074,098
YTD %	75.00%			

- A. Does NOT include DWR Wheeling
B. Includes \$112,000 Volta Wells Project Monitoring

- NOTES**
1. Annual maintenance of the main units; will trend back to within budget as the year progresses
 2. Generators and fuel for building 15 outage; reimbursable by USBR
 3. Chemical weed control; will trend back to within budget as the year progresses

San Luis & Delta-Mendota Water Authority

Self-Funding Portion of DMC

Budget to Actual Comparison Summary

March 1, 2016 through November 30, 2016

	FY Budget 3/1/16 - 2/28/17	Actual To Date 3/1/16 - 11/30/16	% of Budget	Budget Amount Remaining
Operate & Maintain DMC	4,193,424.94	\$2,756,282.29	65.73%	1,437,142.65
Operate & Maintain Wasteways	184,700.41	\$63,684.31	34.48%	121,016.10
Mendota Pool	131,184.53	\$86,019.75	65.57%	45,164.78
Operate & Maintain TPP	2,138,753.16	\$1,757,828.87	82.19%	380,924.29
Intertie Maintenance	185,076.62	\$59,509.33	32.15%	125,567.29
Volta Wells Pumping	131,342.73	\$53,725.22	40.90%	77,617.51
Operate & Maintain O'Neill	1,387,734.23	\$907,773.82	65.41%	479,960.41
Operate & Maintain San Luis Drain	72,392.02	\$76,717.94	105.98%	(4,325.92)
Total Direct O & M	8,424,608.64	5,761,541.54	68.39%	2,663,067.10
Warehousing	131,855.28	100,990.03	76.59%	30,865.25
Tracy Field Office Expense	514,262.16	223,425.89	43.45%	290,836.27
Direct Administrative/General Expense	860,493.58	669,241.50	77.77%	191,252.08
Indirect Administrative/General Expense	261,099.90	64,313.15	24.63%	196,786.75
Indirect O & M LBAO Admin.	1,347,799.54	947,709.31	70.32%	400,090.23
Total Indirect Allocated to O & M	3,115,510.46	2,005,679.89	64.38%	1,109,830.57
Total SLD MWA O&M	11,540,119.10	7,767,221.43	67.31%	3,772,897.67

San Luis & Delta-Mendota Water Authority

USBR Service Agreement portion of DMC

Budget to Actual Comparison Summary

March 1, 2016 through November 30, 2016

	FY Budget 3/1/16 - 2/28/17	Actual To Date 3/1/16 - 11/30/16	% of Budget	Budget Amount Remaining
Columbia Mowery Meters 06	-	\$0.00	0.00%	-
Maintain Tracy Fish Facility 30	274,492.32	\$104,508.51	38.07%	169,983.81
Maintain Fish Release Site 32	5,708.76	\$116.81	2.05%	5,591.95
Operate & Maintain Tracy USBR 33	4,262.94	\$40,772.11	956.43%	(36,509.17)
Maintain Delta Cross Channel 44	70,555.02	\$17,690.66	25.07%	52,864.36
WAPA 45	1,789.75	\$0.00	0.00%	1,789.75
Total Direct USBR Facilities	356,808.79	163,088.08	45.71%	193,720.70
Warehousing 52	5,781.43	1,130.48	19.55%	4,650.95
Tracy Field Office Expense 54	22,548.75	2,501.02	11.09%	20,047.73
Direct Administrative/General Expense 56	37,729.89	7,491.48	19.86%	30,238.41
Indirect Administrative/General Expens 57	11,448.40	719.92	6.29%	10,728.48
Indirect O & M LBAO Admin. 58	59,096.71	10,608.64	17.95%	48,488.07
Total Indirect Allocated USBR Facilities	136,605.18	22,451.54	16.44%	114,153.64
TOTAL USBR FACILITIES	493,413.97	185,539.62	37.60%	307,874.34

March 1, 2016 through November 30, 2016

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San Luis & Delta-Mendota Water Authority

CIP / EO&M / PAT Grants

Budget to Actual Comparison Summary

March 1, 2016 through November 30, 2016

	FY Budget 3/1/16 - 2/28/17	Actual To Date 3/1/16 - 11/30/16	% of Budget	Notes	Budget Amount Remaining
ONP-Siphon System Upgrades A0	-	\$44,744.92	0.00%	1	(44,744.92)
TPP-Replace Cooling WaterLines A1	-	\$0.00	0.00%		-
JPP-Trashrack Replacement 1of2 A2	-	\$78,593.80	0.00%	1	(78,593.80)
JPP-Replace Unit 1 Impeller A3	-	\$36,673.00	0.00%	1	(36,673.00)
DMC-Radial Gate Repainting Check 20 A4	-	\$16,078.28	0.00%	1	(16,078.28)
Upper DMC SCADA System Improvement A5	-	\$902.16	0.00%	1	(902.16)
Flow Measurement-Mendota Pool A6	-	\$8,727.45	0.00%		(8,727.45)
ONP-Communication Line Replacement A7	-	\$11,075.15	0.00%	1	(11,075.15)
Unit Rewind Phase 1 A8	-	\$22,935.00	0.00%	1	(22,935.00)
Replace Computer/Network Comm Equipment D0	123,800.00	\$55,905.55	45.16%		67,894.45
Vehicle Replacement D1	149,400.00	\$128,473.11	85.99%		20,926.89
Heavy Equipment Replacement D2	296,600.00	\$274,838.60	92.66%		21,761.40
Facilities Infrastructure D3	43,000.00	\$27,215.59	63.29%		15,784.41
Canal Embankment Erosion Project E0	240,611.88	\$39,728.58	16.51%		200,883.30
Fault Study & Equipment Rating E1	30,536.31	\$16,280.00	53.31%		14,256.31
Rehabilitate Pump Assemblies #2 E2	389,370.04	\$383,709.56	98.55%		5,660.48
WECC Testing by USBR E3	64,624.75	\$56,329.91	87.16%		8,294.84
Rehabilitate Penstock Interior E4	232,890.29	\$397,707.04	170.77%		(164,816.75)
O&M Road Maintenance Program Phase 7 of 10 E6	110,578.20	\$1,181.94	1.07%		109,396.26
DMC Turnout Flow Measurement Phase 1 E7	18,366.14	\$3,609.42	19.65%		14,756.72
Participatory Grants 45	-	\$0.00	0.00%		-
Total Direct CIP/EO&M/PAT	1,699,777.61	1,604,709.06	94.41%		95,068.55
Warehousing 52	11,763.72	8,463.14	71.94%		3,300.58
Tracy Field Office Expense 54	45,880.89	18,723.48	40.81%		27,157.41
Direct Administrative/General Expense 56	76,770.60	56,083.60	73.05%		20,687.00
Indirect Administrative/General Expense 57	23,294.53	5,389.55	23.14%		17,904.98
Indirect O & M LBAO Admin. 58	120,246.54	79,419.68	66.05%		40,826.86
Total Indirect Allocated to CIP/EO&M/PAT	277,956.28	168,079.44	60.47%		109,876.84
Total CIP / EO&M / PAT	1,977,733.89	1,772,788.51	89.64%		204,945.38

NOTES 1. Prior years reserves to be used for funding

San Luis & Delta-Mendota Water Authority

DMC WITH E O & M

Budget to Actual Comparison Summary

March 1, 2016 through November 30, 2016

	FY Budget 3/1/16 - 2/28/17	Actual To Date 3/1/16 - 11/30/16	% of Budget	Budget Amount Remaining
Extra Ordinary O&M	1,699,777.61	\$1,604,709.06	94.41%	95,068.55
Operatory Grants	4,193,424.94	2,756,282.29	0.00%	1,437,142.65
Operate & Maintain DMC	184,700.41	63,684.31	65.73%	121,016.10
Operate & Maintain Wasteways	131,184.53	86,019.75	65.57%	45,164.78
Mendota Pool	2,138,753.16	1,757,828.87	0.00%	380,924.29
Columbia Mowery Meters	185,076.62	59,509.33	82.19%	125,567.29
Operate & Maintain JPP	131,342.73	53,725.22	32.15%	77,617.51
Intertie Maintenance	1,387,734.23	907,773.82	40.90%	479,960.41
Volta Wells Pumping	274,492.32	104,508.51	65.41%	169,983.81
Operate & Maintain O'Neill	5,708.76	116.81	38.07%	5,591.95
Maintain Tracy Fish Facility	4,262.94	40,772.11	2.05%	(36,509.17)
Maintain Fish Release Site	72,392.02	76,717.94	956.43%	(4,325.92)
Operate & Maintain Tracy USBR	70,555.02	17,690.66	105.98%	52,864.36
Operate & Maintain San Luis Drain	1,789.75	\$0.00	25.07%	1,789.75
Maintain Delta Cross Channel	149,400.43	110,919.70	0.00%	38,480.73
WAPA	582,691.80	245,393.85	74.24%	337,297.95
Warehousing	974,994.07	735,043.50	42.11%	239,950.57
Tracy Field Office Expense	295,842.83	70,636.63	75.39%	225,206.20
Direct Administrative/General Expense	1,527,142.79	1,040,891.17	23.88%	486,251.62
Indirect Administrative/General Expense			68.16%	
Indirect O & M LBAO Admin.				
TOTAL	14,011,266.96	9,732,223.56	69.46%	4,279,043.40
Total from Self-Funding - page 2 Total from USBR - page 3 Total from Special Projects - page 4 Total from EO&M - page 5 Totals				
	11,540,119	7,767,221	67.31%	3,772,898
	493,414	185,540	37.60%	307,874
	1,977,734	6,674		(6,674)
	14,011,267	1,772,789	89.64%	204,945
		9,732,224		4,279,043
	YTD %	75.00%		

A. Does NOT include DWR Wheeling

B. Includes \$112,000 Volta Wells Project Monitoring

NOTES

1. Annual maintenance of the main units; will trend back to within budget as the year progresses
2. Generators and fuel for building 15 outage; reimbursable by USBR
3. Chemical weed control; will trend back to within budget as the year progresses

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SAN LUIS DELTA-MENDOTA WATER AUTHORITY
CHECK REGISTER
3/1/16 THROUGH 2/28/17
CENTRAL VALLEY COMMUNITY BANK

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Check No.		Date	Check Issued to:	Description	Amount of Check	Amount of Deposit	Balance Forward:
022013		12/20/2016	Sorensen's True Value	Parts & Materials	107.60		(200,907.51)
022014		12/20/2016	South Dakota Agricultural Lab	11/16 Selenium Sample Chgs	1,944.00		(201,015.11)
022015		12/20/2016	T. Kaljian Investment	11/16 Disposal/Water 10/21-11/20/16	227.28		(202,959.11)
022016		12/20/2016	T.H.E. Office City	Office Supplies	370.16		(203,186.39)
022017		12/20/2016	Tracy Delta Disposal Service, Inc.	Disposal Service	1,554.80		(203,556.55)
022018		12/20/2016	Tracy Ford	Parts & Materials	14.73		(205,111.35)
022019		12/20/2016	Triangle Rock Products Inc.	Sand, Backfill & Rock	182.11		(205,126.08)
022020		12/20/2016	Warden's	Inventory Replenishment	3,385.58		(205,308.19)
022021		12/20/2016	Weed Instrument Co., Inc.	Inventory Replenishment	843.05		(208,693.77)
022022		12/20/2016	Windecker, Inc.	Petroleum, Oil & Lubricants	702.65		(209,536.82)
022023		12/20/2016	Zoom Imaging Solutions Inc.	Office Services & Supplies	319.39		(210,239.47)
		12/20/2016	Transfer From Transactional Muni Account			22,132.29	(210,558.86)
							(188,426.57)

SAN LUIS DELTA-MENDOTA WATER AUTHORITY
CHECK REGISTER
3/1/16 THROUGH 2/28/17
CENTRAL VALLEY COMMUNITY BANK

Page 76

Check No.	Date	Check Issued to:	Description	Amount of Check	Balance Forward:	
					Amount of Deposit	Balance
021969	12/19/2016	Transfer From Transactional Muni Account	Other Services & Expenses	45.90	166,497.20	(168,812.54)
021970	12/20/2016	A & A Portables, Inc.	12/16 AFLAC Premiums	738.84		(168,858.44)
021971	12/20/2016	AFLAC	Welding Gas & Parts & Materials	711.50		(169,597.28)
021972	12/20/2016	Airgas USA LLC	Elevator Keys LBAO	45.40		(170,308.78)
021973	12/20/2016	Anderson Lock & Key	Inventory Replenishment	62.59		(170,354.18)
021974	12/20/2016	Blasting Materials & Equipment	Office Supplies	382.30		(170,416.77)
021975	12/20/2016	Caltronics Business Systems	Parts & Materials	470.71		(170,799.07)
021976	12/20/2016	Caroline Company	Microsoft Window 10 Pro License	156.39		(171,269.78)
021977	12/20/2016	CDW Government	Parts & Materials	163.56		(171,426.17)
021978	12/20/2016	Consolidated Electrical Inc.	Inventory Replenishment	411.30		(171,589.73)
021979	12/20/2016	Costco/HSBC Business Solutions	Disposal Expense	1,540.54		(172,001.03)
021980	12/20/2016	County of Stanislaus	12/16 DOT Random Testing	161.50		(173,541.57)
021981	12/20/2016	DATCO Services Corp.	Concrete & Paving Materials	351.72		(173,703.07)
021982	12/20/2016	Knife River Construction	Data Station Plus w/Expansion Card	1,901.21		(174,054.79)
021983	12/20/2016	E & M Electric & Machinery, Inc.	Parts & Materials	442.30		(175,956.00)
021984	12/20/2016	GHX Industrial LLC	Inventory Replenishment	1,660.14		(176,398.30)
021985	12/20/2016	Grainger, Inc.	Parts & Materials	331.13		(178,058.44)
021986	12/20/2016	HIXCO	Parts & Materials	333.35		(178,389.57)
021987	12/20/2016	Home Depot Credit Service	Outside Services	69.50		(178,722.92)
021988	12/20/2016	Joe's Smog Shack/Joseph Graw	2016 Fire Extinguisher Service	3,584.01		(178,792.42)
021989	12/20/2016	Jorgensen & Co. Inc.	8/16-11/16 Professional Services	3,519.00		(182,376.43)
021990	12/20/2016	Luhdorff & Sealmanini	Parts & Materials	62.75		(185,895.43)
021991	12/20/2016	Marfab, Inc.	Travel	673.62		(185,958.18)
021992	12/20/2016	Larry Marques	Reimbursement for CPR Supplies	51.55		(186,631.80)
021993	12/20/2016	Richard Martin	Grammer Refresher, Microsoft Excel 2 & Microsoft Access	358.00		(186,683.35)
021994	12/20/2016	Merced College Community Services	Disposal Expense	16.38		(187,041.35)
021995	12/20/2016	Merced County Reg. Waste Mgmt Authority	Ad. Accounting Technician	263.15		(187,057.73)
021996	12/20/2016	Merced Sun-Star	Parts & Materials	79.91		(187,322.88)
021997	12/20/2016	MSC Industrial Supply Co., Inc.	Parts & Materials	144.43		(187,402.79)
021998	12/20/2016	N & S Tractor	Parts & Materials	595.93		(187,547.22)
021999	12/20/2016	Napa Auto Parts-Tracy	Parts & Materials	176.18		(188,143.15)
022000	12/20/2016	Napa Auto Parts-Los Banos	Parts & Materials	67.94		(188,319.33)
022001	12/20/2016	O'Reilly Auto Parts	Professional Services	782.00		(188,387.27)
022002	12/20/2016	Occu-Med, Ltd	10/28/16-12/1/16 Services	5,510.94		(189,169.27)
022003	12/20/2016	P G & E	Pipe & Pipe Treatments	563.92		(194,680.21)
022004	12/20/2016	PDM Steel Service Centers, Inc.	Professional Services LBFO	140.00		(195,244.13)
022005	12/20/2016	Pinnacle Healthcare	Outside Services	297.50		(195,384.13)
022006	12/20/2016	Pinto Upholstery	Petroleum, Oil & Lubricants	2,575.24		(195,681.63)
022007	12/20/2016	Ramos Oil Co. Inc.	Parts & Materials	198.70		(198,256.87)
022008	12/20/2016	Refrigeration Supplies Distributor	Travel	644.65		(198,455.57)
022009	12/20/2016	Charles Reyes	12/16 Mileage	259.20		(199,100.22)
022010	12/20/2016	Jon Rubin	Inventory Replenishment	1,464.88		(199,359.42)
022011	12/20/2016	Safe-T-Lite	12/16 BOD Mtg Expenses	72.10		(200,824.30)
022012	12/20/2016	SaveMart Supermarkets	12/16 Long Distance	11.11		(200,896.40)
022012	12/20/2016	A T & T Long Distance				(200,907.51)

SAN LUIS DELTA-MENDOTA WATER AUTHORITY
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021933	12/13/2016	Linneman et al	7/16-9/16 Professional Services & 12/1/16-12/31/16 Retainer	24,065.75		(4,439,274.90)
021934	12/13/2016	Marfab, Inc.	Parts & Materials	66.70		(4,439,341.60)
021935	12/13/2016	McMaster-Carr Supply Co.	Parts & Materials	192.92		(4,439,534.52)
021936	12/13/2016	Merced County Reg.Waste Mgmt Authority	Hazardous Waste Disposal	594.00		(4,440,128.52)
021937	12/13/2016	Merced County Sheriff	Garnishment	75.00		(4,440,203.52)
021938	12/13/2016	Mosaic Associates LLC	10/16 Professional Services	2,342.53		(4,442,546.05)
021939	12/13/2016	Napa Auto Parts-Tracy	Parts & Materials	499.03		(4,443,045.08)
021940	12/13/2016	Nelson Consulting	11/16 Consulting Services	6,268.80		(4,449,313.88)
021941	12/13/2016	O'Reilly Auto Parts	Parts & Materials	767.82		(4,450,081.70)
021942	12/13/2016	Jacob Oxenrider	Other Services & Supplies	16.99		(4,450,098.69)
021943	12/13/2016	Pacific Eco-Risk Lab, Inc.	7/19-10/28/16 Bio Monitoring	13,160.00		(4,463,258.69)
021944	12/13/2016	Panoche Drainage District	10/16 & 11/16 O&M SL Drain & Grassland	107,735.07		(4,570,993.76)
021945	12/13/2016	Jagdish A. Patel MD	Professional Services	68.00		(4,571,061.76)
021946	12/13/2016	Pioneer Law Group LLP	11/16 Long Term Water Transfer & 12/1/16-12/31/16 Retainer	2,490.00		(4,573,551.76)
021947	12/13/2016	Premier Automotive HCDJ of CA LLC	Parts & Materials	791.83		(4,574,343.59)
021948	12/13/2016	Progressive Business Publications	Subscription for Supervisors	295.00		(4,574,638.59)
021949	12/13/2016	Quenvold's Safety	Personal Equipment/Safety Boots	1,673.06		(4,576,311.65)
021950	12/13/2016	Ramos Oil Co. Inc.	Petroleum, Oil & Lubricants	2,137.99		(4,578,449.64)
021951	12/13/2016	RMC Water & Environment	10/1-10/28/16 West Side Grant Admin	671.75		(4,579,121.39)
021952	12/13/2016	Anthony Romero	R/B Garnishment 12/5/16	113.53		(4,579,234.92)
021953	12/13/2016	Jon Rubin	Out of Pocket Expenses	7.57		(4,579,242.49)
021954	12/13/2016	Deborah Soares	Mileage Reimbursement	192.04		(4,579,434.53)
021955	12/13/2016	South Dakota Agricultural Lab	11/16 Selenium Sample Chgs	1,134.00		(4,580,568.53)
021956	12/13/2016	Summers Engineering, Inc.	10/16 Engineering Services	21,996.02		(4,602,564.55)
021957	12/13/2016	SWRCB Fees	Waste Discharge Fee 7/1/16-6/30/17	37,178.00		(4,639,742.55)
021958	12/13/2016	T.H.E. Office City	Office Supplies-LBAO	539.48		(4,640,282.03)
021959	12/13/2016	TelePacific Communications	12/16 Data Lines	2,444.82		(4,642,726.85)
021960	12/13/2016	TF Tire & Service	Tires Veh#8105, 8098, 8104, 2167 & 2630	1,726.58		(4,644,453.43)
021961	12/13/2016	Tracy Lock & Safe Corp.	Outside Services	401.60		(4,644,855.03)
021962	12/13/2016	Triangle Rock Products Inc.	Sand, Backfill & Rock	412.42		(4,645,267.45)
021963	12/13/2016	Warden's	Inventory Replenishment	342.43		(4,645,609.88)
021964	12/13/2016	West Unified Communications Service Inc.	11/16 Conference Calls	304.01		(4,645,913.89)
021965	12/13/2016	WEX Inc.	Fuel Chgs	1,085.71		(4,646,999.60)
021966	12/13/2016	Windecker, Inc.	Petroleum, Oil & Lubricants	2,179.25		(4,649,178.85)
021967	12/13/2016	Zoom Imaging Solutions Inc.	Taxes	48.00		(4,649,226.85)
021968	12/13/2016	Friant Water Authority	Refund DWR SLJU CY11-14 Credit	5,446.03	1,306.79	(4,654,672.88)
	12/13/2016	Transfer From Transactional Muni Account	Payroll Taxes PR 11/19/16-12/2/16 SDI & SWT	12,436.09		(4,653,366.09)
	12/14/2016	Wire to EDD	Payroll Taxes PR 11/19/16-12/2/16 SUI & ETT	47.02		(4,665,802.18)
	12/14/2016	Wire to EDD	Payroll Taxes for P/R 11/19/16-12/2/16	41,559.62		(4,707,408.82)
	12/14/2016	Wire to IRS	Service Charge	203.04	54,502.31	(4,652,906.51)
	12/14/2016	Transfer From Transactional Muni Account				(4,653,109.55)
	12/15/2016	Nov Service Charge (Analysis Statement)			671.35	(4,652,438.20)
	12/15/2016	Transfer From Transactional Muni Account				
	12/16/2016	Transfer From Transactional Muni Account			4,317,128.46	(335,309.74)

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021889	12/13/2016	Panoche Water District	197,081.71		(381,094.25)
021890	12/13/2016	Porterville ID	17.95		(381,112.20)
021891	12/13/2016	San Benito County WD	857.72		(381,969.92)
021892	12/13/2016	San Luis Water District	548,646.30		(930,616.22)
021893	12/13/2016	Santa Clara Valley WD	5,306.97		(935,923.19)
021894	12/13/2016	Saucelito Irrigation District	30.76		(935,953.95)
021895	12/13/2016	Shafter-Wasco ID	62.60		(936,016.55)
021896	12/13/2016	Southern San Joaquin MUD	236.03		(936,252.58)
021897	12/13/2016	Terra Bella ID	30.35		(936,282.93)
021898	12/13/2016	Tranquility Irrigation District	49.03		(936,331.96)
021899	12/13/2016	West Stanislaus Irrigation District	89.04		(936,421.00)
021900	12/13/2016	Westlands Water District	3,246,489.64		(4,182,910.64)
021901	12/13/2016	Wheeler Ridge-Maricopa WSD	77.60		(4,182,988.24)
021902	12/13/2016	A T & T	619.17		(4,183,607.41)
021903	12/13/2016	Alhambra Sparkletts Water	454.05		(4,184,061.46)
021904	12/13/2016	All Industrial Electric Supply, Inc.	428.06		(4,184,489.52)
021905	12/13/2016	Anderson Lock & Key	45.40		(4,184,534.92)
021906	12/13/2016	Cheryl Bertao	529.85		(4,185,064.77)
021907	12/13/2016	Bill's Mower & Saw	36.82		(4,185,101.59)
021908	12/13/2016	Tom Boardman	21.55		(4,185,123.14)
021909	12/13/2016	California State Disbursement Unit	44.30		(4,185,167.44)
021910	12/13/2016	California State Disbursement Unit	105.23		(4,185,272.67)
021911	12/13/2016	Cal-Sierra Pipe, Inc.	1,434.55		(4,186,707.22)
021912	12/13/2016	California Farm Water Coalition	17,500.00		(4,204,207.22)
021913	12/13/2016	Costco/HSBC Business Solutions	441.66		(4,204,648.88)
021914	12/13/2016	Dennis D. Murphy, PhD	18,350.00		(4,222,998.88)
021915	12/13/2016	DLT Solutions LLC	39,261.01		(4,262,259.89)
021916	12/13/2016	E & M Electric & Machinery, Inc.	2,004.08		(4,264,263.97)
021917	12/13/2016	Fastenal Company	87.13		(4,264,351.10)
021918	12/13/2016	Fenenbock Group, Inc.	6,000.00		(4,270,351.10)
021919	12/13/2016	FGL Environmental, Inc.	119.00		(4,270,470.10)
021920	12/13/2016	Foley & Lardner LLP	22,000.00		(4,292,470.10)
021921	12/13/2016	Andrew Garcia	681.72		(4,293,151.82)
021922	12/13/2016	Gilton Solid Waste Management Inc.	170.24		(4,293,322.06)
021923	12/13/2016	Grainger, Inc.	765.73		(4,294,087.79)
021924	12/13/2016	Hanson Environmental Inc.	5,600.00		(4,299,687.79)
021925	12/13/2016	Home Depot Credit Service	440.16		(4,300,127.95)
021926	12/13/2016	HR Web Advisor	354.95		(4,300,482.90)
021927	12/13/2016	Lynn Hurley	665.40		(4,301,148.30)
021928	12/13/2016	IDN-Inc.	1,827.36		(4,302,975.66)
021929	12/13/2016	Industrial Scientific Corp.	683.69		(4,303,659.35)
021930	12/13/2016	KP Public Affairs	10,075.00		(4,313,734.35)
021931	12/13/2016	Kronick, Moskovitz, et al	100,000.00		(4,413,734.35)
021932	12/13/2016	Kronick, Moskovitz, et al	1,474.80		(4,415,209.15)

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					Amount of Check	Amount of Deposit
021851	12/6/2016	P G & E		10/21/16-11/20/16 Service	25,117.38	Balance
021852	12/6/2016	Pacific Valley Coffee		11/16 Chgs	37.90	(391,777.40)
021853	12/6/2016	Petty Cash TFO		11/16 Petty Cash	375.49	(391,815.30)
021854	12/6/2016	Power Plan		Window Pane Grader #2613	435.54	(392,190.79)
021855	12/6/2016	Schweitzer Engineering Laboratories Inc.		Annunciator 36 Window	12,946.19	(392,626.33)
021856	12/6/2016	Brandon Soares		Reimbursement Meeting Expense	52.30	(405,572.52)
021857	12/6/2016	South Dakota Agricultural Lab		10/16 & 11/16 Selenium Sample Chgs	3,799.00	(405,624.82)
021858	12/6/2016	Turlock Irrigation District		10/16 Disposal/Water (9/21-10/20/16)	230.49	(409,423.82)
021859	12/6/2016	United Parcel Service		10/28/16-11/28/16 Service	97.78	(409,654.31)
021860	12/6/2016	Verizon Wireless		11/16 Mailing Cost	83.29	(409,752.09)
021861	12/6/2016	Walmart Community/RFC/LLC		11/22/16-12/21/16 Service	562.14	(409,835.38)
021862	12/6/2016	Warden's		10/16 Meeting Expense	24.46	(410,397.52)
021863	12/6/2016	Transfer From Transactional Muni Account		Inventory Replenishment	493.82	(410,421.98)
		Transfer From Transactional Muni Account				(410,915.80)
		Transfer From Transactional Muni Account				(211,996.58)
		Transfer From Transactional Muni Account				(211,022.01)
		Wire to ICMA Retirement Trust				(184,956.59)
		Wire to ICMA Retirement Trust				(71,301.26)
		Transfer From Transactional Muni Account				(136,695.93)
		Arvin Edison Water Storage District				(136,890.09)
		Byron-Bethany Irrigation District				(34,758.68)
		CCID				(34,885.42)
		Chowchilla Water District				(34,919.62)
		City of Avenal				(34,932.90)
		City of Coalinga				(35,021.42)
		City of Dos Palos				(54,319.95)
		City of Huron				(95,273.29)
		City of Tracy				(107,345.67)
		Coelho Trust				(115,311.79)
		Del Puerto Water District				(115,417.18)
		Delano-Earlimart ID				(115,466.32)
		Exeter Irrigation District				(115,785.14)
		Firebaugh Canal District				(115,797.93)
		Fresno Irrigation District				(115,811.67)
		VOID				(115,823.07)
		James Irrigation District				(115,835.94)
		Kern-Tulare Water District				(115,835.94)
		Lindmore Irrigation District				(115,917.35)
		Lower Tule River ID				(116,039.14)
		Lower Tule River ID				(116,077.92)
		Madera Irrigation District				(116,172.07)
		Mercy Springs Water District				(116,203.42)
		Orange Cove ID				(116,235.35)
		Pacheco Water District				(116,258.53)
						(116,284.52)
						(184,012.54)

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021814	11/29/2016	T.H.E. Office City	Office Supplies-LBAO	192.25		(417,544.40)
021815	11/29/2016	Triangle Rock Products Inc.	Sand, Backfill & Rock	978.90		(417,736.65)
021816	11/29/2016	Vincent Electric Company	Parts & Materials	430.86		(418,715.55)
021817	11/29/2016	Walmart Community/RFCSLLC	11/16 WRC Mtg & Kitchen Supplies	250.66		(419,146.41)
021818	11/29/2016	Mark Walsh	9/16-11/16 Cell Phone Allowance	90.00		(419,397.07)
021819	11/29/2016	Motorguy Wamocha	11/16 Mileage Tracy & 11/16 CPA License Renewal	198.30		(419,487.07)
021820	11/29/2016	James Willyard	8/16-11/16 Cell Phone Allowance	92.91		(419,685.37)
021821	11/29/2016	Windecker, Inc.	Petroleum, Oil & Lubricants	3,174.86		(419,778.28)
021822	11/29/2016	Cheri Worthing	8/16-11/16 Cell Phone Allowance	195.00		(422,953.14)
021823	11/29/2016	Zoom Imaging Solutions Inc.	Copier Replacements & Contract for LBAO	23,801.98		(423,148.14)
	11/29/2016	VOID Check#021105	VOID		158.78	(446,950.12)
	11/29/2016	Transfer From Transactional Muni Account			61,800.85	(446,791.34)
	11/30/2016	Wire to EDD	Payroll Taxes PR 11/5/16-11/18/16 SDI & SWT	12,271.76		(384,990.49)
	11/30/2016	Wire to EDD	Payroll Taxes PR 11/5/16-11/18/16 SUI & ETT	79.22		(397,262.25)
	11/30/2016	Wire to IRS	Payroll Taxes for P/R 11/5/16-11/18/16	41,153.24		(397,341.47)
	11/30/2016	Transfer From Transactional Muni Account			130,262.99	(438,494.71)
021824	12/1/2016	ACWA/JPIA	12/16 Medical, Dental, Vision & EAP Premiums	173,554.87		(308,231.72)
021825	12/1/2016	Jeannie Collins	11/16 Janitorial Services	3,562.25		(481,786.59)
021826	12/1/2016	T. Kaljian Investment	12/16 Rental LBAO	7,280.00		(485,348.84)
	12/2/2016	Transfer From Transactional Muni Account			113,561.75	(492,628.84)
	12/2/2016	San Joaquin River Exchange Contractors Water Authority	10/16 Water Transfer Program	1,468,201.64		(379,067.09)
	12/5/2016	Transfer From Transactional Muni Account			35,601.69	(1,847,268.73)
	12/6/2016	A T & T	11/16 Service	626.39		(1,811,667.04)
021828	12/6/2016	A T & T Mobility	11/10/16-12/9/16 Service	544.75		(334,098.07)
021830	12/6/2016	Allied Electronics Inc.	Parts & Materials	21.98		(334,724.46)
021831	12/6/2016	Sally Arambel	11/16 Mileage	158.76		(335,269.21)
021832	12/6/2016	Buckles-Smith, Inc.	Farm Bridge Scaffolding Struts	355.35		(335,291.19)
021833	12/6/2016	CDW Government	Software	374.11		(335,449.95)
021834	12/6/2016	Consolidated Electrical Inc.	Farm Bridges & LED Lamps	2,534.62		(335,805.30)
021835	12/6/2016	Coordinated Rope, Inc.	Spare Wire Rope for Trash Rack	990.62		(336,179.41)
021836	12/6/2016	Costco/HSBC Business Solutions	Parts & Materials	47.60		(338,714.03)
021837	12/6/2016	Direct Security & Sound, Inc.	Install access Control Sys & Security Camera Upgrade	6,646.48		(339,704.65)
021838	12/6/2016	Fastenal Company	Parts & Materials	78.99		(339,752.25)
021839	12/6/2016	H.T. Harvey & Associates	10/1/16-10/31/16 Bio Monitoring	7,328.29		(346,398.73)
021840	12/6/2016	Lizbet Heredia	Employee R/B Tuition	138.48		(346,477.72)
021841	12/6/2016	Holt of California	Repairs to Genie, Lift & Heavy Equipment	7,826.71		(353,806.01)
021842	12/6/2016	Home Depot Credit Service	Parts & Materials	135.85		(353,944.49)
021843	12/6/2016	Joe's Smog Shack/Joseph Graw	Outside Services	408.00		(361,771.20)
021844	12/6/2016	Richard U. Knapp	Fees & Licenses	160.00		(361,907.05)
021845	12/6/2016	Kronick, Moskovitz, et al	11/16 Office Space & Parking	2,310.00		(362,475.05)
021846	12/6/2016	Marfab, Inc.	Parts & Materials	89.91		(362,475.05)
021847	12/6/2016	Merced County Reg. Waste Mgmt Authority	Disposal Expense	99.50		(364,785.05)
021848	12/6/2016	Napa Auto Parts-Tracy	Parts & Materials	140.42		(364,874.96)
021849	12/6/2016	Napa Auto Parts-Los Banos	Parts & Materials	52.71		(364,974.46)
021850	12/6/2016	OHI Company, Inc.	Repair Ring Shaft Enclosure Tub	1,492.43		(365,114.88)
						(365,167.59)
						(366,660.02)

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021769	11/29/2016	Ruben Hernandez	9/16-11/16 Cell Phone Allowance	90.00		(386,797.31)
021770	11/29/2016	Robert Huff	9/16-11/16 Cell Phone Allowance	90.00		(386,887.31)
021771	11/29/2016	Rodney Huff, Jr.	9/16-11/16 Cell Phone Allowance	90.00		(386,977.31)
021772	11/29/2016	Eric Isaacson	9/16-11/16 Cell Phone Allowance	90.00		(387,067.31)
021773	11/29/2016	Jesus Ixta	9/16-11/16 Cell Phone Allowance	90.00		(387,157.31)
021774	11/29/2016	Michel Izoco	9/16-11/16 Cell Phone Allowance	90.00		(387,247.31)
021775	11/29/2016	Alvin J. Jorge	9/16-11/16 Cell Phone Allowance	90.00		(387,337.31)
021776	11/29/2016	Dave Lakey	9/16-11/16 Cell Phone Allowance	90.00		(387,427.31)
021777	11/29/2016	David Larsen	9/16-11/16 Cell Phone Allowance	90.00		(387,517.31)
021778	11/29/2016	Chauncey Lee	9/16-11/16 Cell Phone Allowance	90.00		(387,607.31)
021779	11/29/2016	James F. Lenhardt	9/16-11/16 Cell Phone Allowance	90.00		(387,697.31)
021780	11/29/2016	Littler Mendelson, P.C.	9/16-11/16 Cell Phone Allowance	90.00		(387,787.31)
021781	11/29/2016	Larry Marques	9/16-11/16 Cell Phone Allowance	90.00		(387,877.31)
021782	11/29/2016	Richard Martin	9/16-11/16 Cell Phone Allowance	90.00		(387,967.31)
021783	11/29/2016	Martin Martinez	9/16-11/16 Cell Phone Allowance	90.00		(388,057.31)
021784	11/29/2016	Jaime McNeill	9/16-11/16 Cell Phone Allowance	90.00		(388,147.31)
021785	11/29/2016	Merced County Sheriff	Garnishment	75.00		(388,222.31)
021786	11/29/2016	Modesto Steel Inc.	Pipe & Metal Treatments	1,087.60		(389,310.31)
021787	11/29/2016	Pat Nacci	9/16-11/16 Cell Phone Allowance	90.00		(389,400.31)
021788	11/29/2016	Jose Navarro	9/16-11/16 Cell Phone Allowance	90.00		(389,490.31)
021789	11/29/2016	Raul Nazabal	9/16-11/16 Cell Phone Allowance	90.00		(389,580.31)
021790	11/29/2016	New York Life Insurance	11/16 EE Life Ins Premiums	439.25		(390,019.56)
021791	11/29/2016	Jacob Oxenrider	9/16-11/16 Cell Phone Allowance	195.00		(390,214.56)
021792	11/29/2016	P G & E	10/17/196-11/17/16 Services	1,055.92		(391,270.48)
021793	11/29/2016	Jagdish A. Patel, MD	Professional Services	118.00		(391,388.48)
021794	11/29/2016	Pelger Mutual Water Company	2015 N. of Delta Water Transfer	1,175.36		(392,563.84)
021795	11/29/2016	Portland Bolt & Manufacturing Co Inc	Bolts for TFF Gripper	2,086.50		(394,650.34)
021796	11/29/2016	Steve Posey	9/16-11/16 Cell Phone Allowance	90.00		(394,740.34)
021797	11/29/2016	Bruce Powers	10/16-11/16 Cell Phone Allowance	76.00		(394,816.34)
021798	11/29/2016	Pressure Washer Center, Inc	Inventory Replenishment	936.72		(395,753.06)
021799	11/29/2016	Principal Financial	12/16 EE Disability Ins.	3,409.03		(399,162.09)
021800	11/29/2016	Refrigeration Supplies Distributor	Parts & Materials	217.95		(399,380.04)
021801	11/29/2016	Charles Reyes	9/16-11/16 Cell Phone Allowance	90.00		(399,470.04)
021802	11/29/2016	Alfredo Reynoso	9/16-11/16 Cell Phone Allowance	70.00		(399,540.04)
021803	11/29/2016	Anthony Romero	9/16-11/16 Cell Phone Allowance	90.00		(400,060.04)
021804	11/29/2016	Jon Rubin	9/16-11/16 Cell Phone Allowance	195.00		(400,255.04)
021805	11/29/2016	Kevin Silva	9/16-11/16 Cell Phone Allowance	90.00		(400,345.04)
021806	11/29/2016	Leroy M. Simonich	Small Tools	90.00		(400,435.04)
021807	11/29/2016	Snap On Industrial Tools	9/16-11/16 Cell Phone Allowance	106.92		(400,541.96)
021808	11/29/2016	Brandon Soares	Parts & Materials	195.00		(400,736.96)
021809	11/29/2016	Sorensen's True Value	8/16-10/16 Selenium Sample Chgs	16.84		(400,753.80)
021810	11/29/2016	South Dakota Agricultural Lab	9/16-11/16 Cell Phone Allowance	15,801.00		(416,554.80)
021811	11/29/2016	Paul Stearns	9/16-11/16 Cell Phone Allowance	195.00		(416,749.80)
021812	11/29/2016	Yuren Suarez	9/16-11/16 Cell Phone Allowance	90.00		(416,839.80)
021813	11/29/2016	Sutler Care @ Home	11/16 Professional Services	700.00		(417,539.80)

SAN LUIS DELTA-MENDOTA WATER AUTHORITY
CHECK REGISTER
3/1/16 THROUGH 2/28/17
CENTRAL VALLEY COMMUNITY BANK

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Check No.	Date	Check Issued to:	Description	Amount of Check	Amount of Deposit	Balance
021729	11/22/2016	Warden's	Office Supplies	99.84		(1,252,309.74)
021730	11/22/2016	West Unified Communications Service Inc.	10/16 Conference Calls	426.68		(1,252,409.58)
021731	11/22/2016	Windecker, Inc.	Petroleum, Oil & Lubricants	769.44		(1,252,836.26)
021732	11/22/2016	Yonkers & Johnson, Inc.	Outside Services	490.11		(1,253,605.70)
	11/22/2016	Transfer From Transactional Muni Account			641,075.15	(613,020.66)
	11/23/2016	Transfer From Transactional Muni Account			230,680.71	(382,339.95)
	11/25/2016	Transfer From Transactional Muni Account			2,552.40	(379,787.55)
	11/28/2016	Wire to ICMA Retirement Trust	Contributions 401401x457 Plan 11/5/16-11/18/16	64,921.76		(444,709.31)
	11/28/2016	Wire to ICMA Retirement Trust	Contributions 401401x457 Plan 11/5/16-11/18/16	194.16		(444,903.47)
	11/28/2016	Transfer From Transactional Muni Account			68,324.87	(376,578.60)
021733	11/29/2016	A T & T	11/15/16-12/14/16 Service	1,077.79		(377,656.39)
021734	11/29/2016	AFLAC	11/16 AFLAC Premiums	783.94		(378,440.33)
021735	11/29/2016	Felipe Alejandres	9/16-11/16 Cell Phone Allowance	90.00		(378,530.33)
021736	11/29/2016	Applied Industrial Technologies, Inc.	Lubricants	324.73		(378,855.06)
021737	11/29/2016	Arctic Glacier, Inc.	Other Services & Expenses	138.60		(378,993.66)
021738	11/29/2016	Timothy B. Armond	9/16-11/16 Cell Phone Allowance	90.00		(379,083.66)
021739	11/29/2016	Baker Supplies & Repairs	Parts & Materials	80.74		(379,164.40)
021740	11/29/2016	Nicholas F. Barletta	9/16-11/16 Cell Phone Allowance	90.00		(379,254.40)
021741	11/29/2016	Jeff Belwood	9/16-11/16 Cell Phone Allowance	90.00		(379,344.40)
021742	11/29/2016	Cheryl Bertao	Garnishment	529.85		(379,874.25)
021743	11/29/2016	BMH Equipment, Inc.	Parts & Materials	139.84		(380,014.09)
021744	11/29/2016	California State Disbursement Unit	Garnishment	44.30		(380,058.39)
021745	11/29/2016	California State Disbursement Unit	Garnishment	113.53		(380,171.92)
021746	11/29/2016	California State Disbursement Unit	Garnishment	105.23		(380,277.15)
021747	11/29/2016	Caltronics Business Systems	Office Supplies	644.01		(380,921.16)
021748	11/29/2016	CCID	Refund Fund Balance Excess Camp 13	1,756.00		(382,677.16)
021749	11/29/2016	Chevron U.S.A. Inc.	10/16 Fuel Charges	43.20		(382,720.36)
021750	11/29/2016	Travis Conrad	9/16-11/16 Cell Phone Allowance	90.00		(382,810.36)
021751	11/29/2016	Matt Costa	9/16-11/16 Cell Phone Allowance	90.00		(382,900.36)
021752	11/29/2016	Costco/HSBC Business Solutions	Meeting	457.71		(383,358.07)
021753	11/29/2016	County of Stanislaus	Disposal Expense	287.13		(383,645.20)
021754	11/29/2016	Creative Outdoor Environments, Inc.	11/16 Landscaping Tracy	740.00		(384,385.20)
021755	11/29/2016	Perine Danforth LLC	Parts & Materials	282.40		(384,667.60)
021756	11/29/2016	DATCO Services Corp.	11/16 Professional Services	161.50		(384,829.10)
021757	11/29/2016	Stewart Davis	9/16-11/16 Cell Phone Allowance	195.00		(385,024.10)
021758	11/29/2016	Gary Dingman	9/16-11/16 Cell Phone Allowance	90.00		(385,114.10)
021759	11/29/2016	Don's Mobile Glass, Inc.	Outside Services	121.50		(385,235.60)
021760	11/29/2016	Jess Duran	9/16-11/16 Cell Phone Allowance	90.00		(385,325.60)
021761	11/29/2016	Fastenal Company	Parts & Materials	39.22		(385,364.82)
021762	11/29/2016	Andrew Garcia	9/16-11/16 Cell Phone Allowance	90.00		(385,454.82)
021763	11/29/2016	Mark Garcia	9/16-11/16 Cell Phone Allowance	90.00		(385,544.82)
021764	11/29/2016	Michael Gowan	9/16-11/16 Cell Phone Allowance	75.59		(385,620.41)
021765	11/29/2016	Grainger, Inc.	Parts & Materials	675.90		(386,296.31)
021766	11/29/2016	Ryan Grove	9/16-11/16 Cell Phone Allowance	90.00		(386,386.31)
021767	11/29/2016	H.T. Harvey & Associates	10/1-10/1/16 Bio Monitoring	231.00		(386,617.31)
021768	11/29/2016	Stephen J. Hanifin	9/16-11/16 Cell Phone Allowance	90.00		(386,707.31)

SAN LUIS DELTA-MENDOTA WATER AUTHORITY
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Check No.	Date	Check Issued to:	Description	Amount of Check	Amount of Deposit	Balance Forward:
		Visa Payments	10/16 Visa Payments	11,976.06		(1,103,485.73)
021688	11/21/2016	Transfer From Transactional Muni Account				
021689	11/22/2016	A & A Portables	Other Services & Expenses	45.90	58,557.90	(1,115,461.79)
021690	11/22/2016	A T & T	10/16 Service	1,164.77		(1,056,949.79)
021691	11/22/2016	Airgas USA LLC	Welding Gas	604.15		(1,058,114.56)
021692	11/22/2016	Alhambra Sparklets Water	Other Services & Expenses	149.43		(1,058,718.71)
021693	11/22/2016	Association of California	2017 Agency Dues	21,555.33		(1,058,868.14)
021694	11/22/2016	Boss Safety Products	Inventory Replenishment	365.35		(1,080,423.47)
021695	11/22/2016	Buckles-Smith, Inc.	Farm Bridge-Scaffolding Struts	2,642.50		(1,080,788.82)
021696	11/22/2016	CDW Government	Network Equipment Replacement	18,069.93		(1,083,431.32)
021697	11/22/2016	Computrend/Stewart Davis	10/16 & 11/16 Remote Monitor	180.00		(1,101,501.25)
021698	11/22/2016	Concrete, Inc. dba Knife River	Outside Services	237.60		(1,101,881.25)
021699	11/22/2016	Costco/ HSBC Business Solutions	Parts & Materials	236.48		(1,101,918.85)
021700	11/22/2016	DK Enterprises, Inc. dba Kings Roofing	Outside Services	3,450.00		(1,102,155.33)
021701	11/22/2016	Environmental Science Associates (ESA)	Parts & Materials	427.50		(1,105,605.33)
021702	11/22/2016	Fastenal Company	Parts & Materials	608.44		(1,106,032.83)
021703	11/22/2016	Gary Reeves LLC	Outside Services	4,085.00		(1,106,641.27)
021704	11/22/2016	GHX Industrial LLC	Parts & Materials	345.78		(1,110,726.27)
021705	11/22/2016	Grainger, Inc.	Parts & Materials	425.64		(1,111,072.05)
021706	11/22/2016	Home Depot Credit Service	Parts & Materials	764.12		(1,111,497.69)
021707	11/22/2016	Industrial Scientific Corp.	Outside Services	683.69		(1,112,261.81)
021708	11/22/2016	Industry Packing & Seal, Inc.	Parts & Materials	750.53		(1,112,945.50)
021709	11/22/2016	Ives Training & Compliance Group, Inc.	Safety Training	974.69		(1,113,696.03)
021710	11/22/2016	Joe's Smog Shack/Joseph Graw	Outside Services	104.25		(1,114,670.72)
021711	11/22/2016	Kronick, Moskovitz, et al	10/16 Office Space & Parking	2,330.00		(1,114,774.97)
021712	11/22/2016	Felicitas Luna	11/16 Lunch for Ara's Tour	71.66		(1,117,104.97)
021713	11/22/2016	Modesto Welding Products, Inc.	Parts & Materials	89.20		(1,117,176.63)
021714	11/22/2016	MSC Industrial Supply Co., Inc.	Parts & Materials	46.37		(1,117,265.83)
021715	11/22/2016	Napa Auto Parts-Tracy	Parts & Materials	535.32		(1,117,312.20)
021716	11/22/2016	O'Reilly Auto Parts	Parts & Materials	164.46		(1,117,847.52)
021717	11/22/2016	Pacific Valley Coffee	Parts & Materials	37.90		(1,118,011.98)
021718	11/22/2016	Petty Cash-LBFO	11/16 Chgs	95.19		(1,118,049.88)
021719	11/22/2016	Pioneer Law Group LLP	Petty Cash-LBFO	41,594.50		(1,118,145.07)
021720	11/22/2016	Ramos Oil Co., Inc.	10/16 Long Term Water Transfer	2,388.46		(1,159,739.57)
021721	11/22/2016	Ryan Henco Products Corp.	Petroleum, Oil & Lubricants	195.30		(1,162,128.03)
021722	11/22/2016	SaveMart Supermarkets	Pipe & Metal Treatments	125.31		(1,162,323.33)
021723	11/22/2016	A T & T Long Distance	11/16 BOD & FAC Meeting	17.36		(1,162,448.64)
021724	11/22/2016	Sherwin-Williams	11/16 Long Distance	36.09		(1,162,466.00)
021725	11/22/2016	Sontek, Inc.	Parts & Materials	8,468.40		(1,162,502.09)
021726	11/22/2016	Stockton Pipe & Supply, Inc.	Flowmeter for Mendota Pool	990.74		(1,170,970.49)
021727	11/22/2016	T.H.E. Office City	Pipe Fittings for TFF	259.16		(1,171,961.23)
021728	11/22/2016	Target Specialty Products	Office Supplies-LBAO	79,708.05		(1,172,220.39)
		Tracy Ford	Chemicals	381.30		(1,251,928.44)
			Parts & Materials			(1,252,309.74)



MEMO

TO: Jason Peltier, Executive Director
FROM: Tona Mederios, Director of Finance
SUBJECT: January 2017 BOD Meeting – Dec. 20, 2016 Finance Report -DHCCP
DATE: January 12, 2017

Included:

2. Period Ending 12/20/16 Receivable Activity Report - DHCCP Only.
3. Period Ending 12/20/16 Cash Activity Report: *Notes, Bonds, Direct & Financing Participants.*
4. DHCCP: SLDMWA Cost Share Due to DWR / Processed Payments to DWR through 12/20/16. Last wire to DWR 2/15/13.
5. Note Proceeds Draw / DHCCP Payments Through 12/20/16, Other Amounts Paid through 12/20/16, Fund Balance at 12/20/16.
6. Allocation of Note Principal at 3/30/09, Allocation of Use of Proceeds and Allocation of Remaining Proceeds.

NOTE: DWR Payment Receipt Confirmations are on file and available upon request.

Period Ending December 20, 2016

I:\FIN_Reports\Finance_SS\Accounts Receivable\FYE2017\FYE17BOD_AR.xls] Dec 20 DHCCP

San Luis & Delta-Mendota Water Authority
Cash Activity Report - DHCCP - Notes, Bonds, Direct & Financing Participants
Period Ending December 20, 2016

	CVCB Direct Participants	CVCB Financing Participants / Other	SLDMWA CatTrust Construction Fund Series, 2009A Notes Short/Medium Term	Union Bank, Trustee Union Bank Series, 2009A Notes/Bonds	Union Bank, Trustee Union Bank Series, 2013A Bonds/Notes Escrow	Union Bank, Trustee Union Bank Series, 2013A Bonds Interest & Principal	Total
CASH BALANCE November 20, 2016	\$ -	\$ -	\$ 4,257,349.14	\$ -	\$ -	\$ 2.90	\$ 4,257,352.04
Increases							
November 2016 Interest paid in December 2016			3,333.57				3,333.57
TOTAL INCREASES			3,333.57				3,333.57
Decreases							
Unrealized Loss			4,116.78				4,116.78
TOTAL DECREASES			4,116.78				4,116.78
CASH BALANCE December 20, 2016	\$ -	\$ -	\$ 4,256,565.93	\$ -	\$ -	\$ 2.90	\$ 4,256,568.83
Net Increase (Decrease)	\$ -	\$ -	\$ (783.21)	\$ -	\$ -	\$ -	\$ (783.21)

3

SLDMDWA Cost Share Due to DWR

FFY 08	\$ 622,058.00
FFY 09	\$ 11,556,276.00
FFY10	\$ 22,410,703.00
FFY11	\$ -
FFY12	\$ 4,764,120.00
FFY13	\$ 7,717,010.95

Total Due to DWR Through 9/30/13

(Per DWR letters dtd. 4/17/09, 10/13/09, 6/27/12, 10/2/12, 3/13/13, 4/12/13 and 7/19/13)

\$ 47,070,167.95

Source of Funds for DHCCP Payments to DWR

Requisition No.	Total Paid to DWR	Advance from WWD for DWR Payment Due 3/27/09 (WWD reimbursed with note proceeds 4/1/09)	Construction Fund Draw	BCID - direct	CCID - direct	FCWD - direct	HMRD #2131 - direct	CCC - direct
Wired Payments to DWR								
Wired to DWR 3/27/2009	\$ 622,058.00	\$ 622,058	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wired to DWR 4/27/09	\$ 1,926,046.00	\$ -	\$ 1,869,403.00	\$ -	\$ 50,994	\$ -	\$ -	\$ 5,649
Wired to DWR 5/15/09	\$ 1,926,046.00	\$ -	\$ 1,841,417.00	\$ -	\$ 38,546	\$ 14,296	\$ 27,514	\$ 4,273
Wired to DWR 6/15/09	\$ 1,926,046.00	\$ -	\$ 1,800,618.00	\$ 64,611	\$ 38,546	\$ 6,154	\$ 11,845	\$ 4,272
Wired to DWR 7/15/09	\$ 1,926,046.00	\$ -	\$ 1,846,000.00	\$ 19,229	\$ 38,546	\$ 6,154	\$ 11,845	\$ 4,272
Wired to DWR 8/14/09	\$ 1,926,046.00	\$ -	\$ 1,846,000.00	\$ 19,229	\$ 38,546	\$ 6,154	\$ 11,845	\$ 4,272
Wired to DWR 9/15/09	\$ 1,926,046.00	\$ -	\$ 1,846,000.00	\$ 19,229	\$ 38,546	\$ 6,154	\$ 11,845	\$ 4,272
Wired to DWR 10/15/09	\$ 1,867,559.00	\$ -	\$ 1,812,000.00	\$ 642	\$ 34,800	\$ 5,559	\$ 10,699	\$ 3,859
Wired to DWR 11/13/09	\$ 1,867,559.00	\$ -	\$ 1,775,000.00	\$ 37,790	\$ 34,652	\$ 5,559	\$ 10,699	\$ 3,859
Wired to DWR 12/15/09	\$ 1,867,559.00	\$ -	\$ 1,793,546.00	\$ 18,895	\$ 35,002	\$ 5,559	\$ 10,699	\$ 3,858
Wired to DWR 1/15/10	\$ 1,867,559.00	\$ -	\$ 1,793,730.00	\$ 18,895	\$ 34,818	\$ 5,559	\$ 10,699	\$ 3,858
Wired to DWR 2/16/10	\$ 1,867,559.00	\$ -	\$ 1,793,730.00	\$ 18,895	\$ 34,817	\$ 5,558	\$ 10,699	\$ 3,858
Wired to DWR 3/15/10	\$ 1,867,559.00	\$ -	\$ 1,793,730.00	\$ 18,895	\$ 34,818	\$ 5,559	\$ 10,699	\$ 3,858
Wired to DWR 4/15/10	\$ 1,867,559.00	\$ -	\$ 1,793,730.00	\$ 18,895	\$ 34,818	\$ 5,559	\$ 10,699	\$ 3,858
Wired to DWR 5/14/10	\$ 1,867,558.00	\$ -	\$ 1,793,730.00	\$ 18,895	\$ 34,817	\$ 5,559	\$ 10,699	\$ 3,858
Wired to DWR 6/15/10	\$ 1,867,558.00	\$ -	\$ 1,793,728.00	\$ 18,895	\$ 34,819	\$ 5,559	\$ 10,699	\$ 3,858
Wired to DWR 7/15/10	\$ 1,867,558.00	\$ -	\$ 1,793,729.00	\$ 18,895	\$ 34,818	\$ 5,559	\$ 10,699	\$ 3,858
Wired to DWR 8/13/10	\$ 1,867,558.00	\$ -	\$ 1,793,728.00	\$ 18,895	\$ 34,816	\$ 5,558	\$ 10,701	\$ 3,860
Wired to DWR 9/15/10	\$ 1,867,558.00	\$ -	\$ 1,793,729.00	\$ 18,895	\$ 34,816	\$ 5,558	\$ 10,700	\$ 3,860
Wired to DWR 7/6/12	\$ 1,588,040.00	\$ -	\$ 1,276,747.00	\$ -	\$ 197,301	\$ 31,500	\$ 60,627	\$ 21,865
Wired to DWR 8/15/12	\$ 1,588,040.00	\$ -	\$ 1,276,747.00	\$ -	\$ 197,301	\$ 31,500	\$ 60,627	\$ 21,865
Wired to DWR 9/14/12	\$ 1,588,040.00	\$ -	\$ 1,276,748.00	\$ -	\$ 197,302	\$ 31,501	\$ 60,628	\$ 21,864
Wired to DWR 10/12/12	\$ 1,543,402.19	\$ -	\$ 1,543,402.19	\$ -	\$ -	\$ -	\$ -	\$ -
Wired to DWR 11/13/12	\$ 1,543,402.19	\$ -	\$ 1,543,402.19	\$ -	\$ -	\$ -	\$ -	\$ -
Wired to DWR 12/14/12	\$ 1,543,402.19	\$ -	\$ 1,543,402.19	\$ -	\$ -	\$ -	\$ -	\$ -
Wired to DWR 1/15/13	\$ 1,543,402.19	\$ -	\$ 1,543,402.19	\$ -	\$ -	\$ -	\$ -	\$ -
Wired to DWR 2/15/13	\$ 1,543,402.19	\$ -	\$ 1,543,402.19	\$ -	\$ -	\$ -	\$ -	\$ -
Total Paid to DWR Through 12/20/16	\$ 47,070,167.95	\$ 622,058	\$ 44,120,799.95	\$ 349,680	\$ 1,253,439	\$ 200,118	\$ 385,167	\$ 138,906

\$ 2,327,310

San Luis & Delta-Mendota Water Authority

Note Proceeds Draw / DHCCP Payments Through 12/20/16 / Other Amounts Paid through 12/20/16 / Fund Balance at 12/20/16

Prepared By: Tona Medeiros

Date: 12/22/2016

BOO 1/12/2017

4/1/09 Note Proceeds	\$	50,000,000.00	1
Less Underwriter Discount	\$	(391,019.00)	2

Net Proceeds to Union Bank	\$	49,608,981.00	
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Capitalized Interest held by Trustee to Pay 9/1/09 & 3/1/10 Debt Service	\$	(2,034,421.95)	2
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Cost of Issuance Expense-Trustee	\$	(228,208.00)	2
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Reimburse WWD for 3/27/09 DHCCP Payment to DWR	\$	(622,058.00)	2
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Net Proceeds to Construction Fund and available for DHCCP	\$	46,724,293.05	3
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Construction Fund Draw - SLDMWA - DHCCP Actual Finance Payments to DWR thru 12/20/16	\$	(44,120,799.95)	4
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Close Cost of Issuance Fund Remainder to Construction Fund	\$	68,087.18	5
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Cost of Issuance Fund Refund received 3/27/13	\$	500.00	5a
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Construction Fund Interest Paid Through 12/20/16	\$	1,139,663.88	6
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Construction Fund Unrealized Gain Through 12/20/16	\$	602,764.53	6
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Distribution of Interest/Gain to Withdrawn Participants on 6/9/14	\$	(157,942.76)	7
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Balance of (Financing Participants) Construction Funds for DHCCP Payments to DWR @			
12/20/16	\$	4,256,565.93	

Balance of (Financing Participants) Construction Funds for DHCCP Payments to DWR excluding any additional interest or gains	\$	4,256,565.93	8
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Note Proceeds	\$	50,000,000.00	1
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Deductions to Proceeds at closing	\$	(3,275,706.95)	2
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Amount to SLDMWA Construction Fund	\$	46,724,293.05	3
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Draws from Construction Fund through 12/20/16	\$	(44,120,799.95)	4
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Close COI Fund and transfer remaining amount to Construction Fund	\$	68,587.18	5, 5a
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Construction Fund Interest & Unrealized Gains through 12/20/16	\$	1,742,428.41	6
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Distribution of Int/Gain refunded to Withdrawing Financing Participants on 6/9/14	\$	(157,942.76)	7
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Balance of (Financing Participants) Construction Funds for DHCCP Payments to DWR excluding any additional interest or gains	\$	4,256,565.93	8
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This Section is SUMMARY OF ABOVE

EXHIBIT E (Illustration ONLY)
DHCCP Activity Agreement
Allocation of Note Principal, BOD 1/12/17

			Original Note Principal				Use of Proceeds				Use of Proceeds	Balance
			DHCCP DEBT Allocation of Note Principal <u>Original</u> @ 3/30/09				DHCCP DEBT Allocation of Note Principal Based on Use of Proceeds Prior to all Withdrawals				DHCCP DWR Draws 7/1/12 through 12/20/16	DHCCP DEBT Allocation of Remaining Note Principal Subsequent to all Withdrawals, DHCCP DWR Draws
	Cost Allocated Acre Feet	%	\$		Cost Allocated Acre Feet	%	\$		Cost Allocated Acre Feet	%	\$	\$
DIVISION 1			\$ 50,000,000				\$ 35,780,670				\$ 11,547,250	\$ 2,672,080
1. Banta-Carbena Irrigation District	0	0.00000%	\$ -		0	0.00000%	\$ -		0	0.00000%	\$ -	\$ -
2. City of Tracy	0	0.00000%	\$ -		0	0.00000%	\$ -		0	0.00000%	\$ -	\$ -
3. Del Puerto Water District	140,210	7.38481%	\$ 3,892,406		140,210	7.38481%	\$ 2,642,335		0	0.00000%	\$ -	\$ -
4. Patterson Irrigation District	0	0.00000%	\$ -		0	0.00000%	\$ -		0	0.00000%	\$ -	\$ -
5. Byron Bethany Irrigation District	20,600	1.08499%	\$ 542,487		20,600	1.08499%	\$ 388,218		20,600	1.22039%	\$ 140,922	\$ 32,610
6. West Side Irrigation District	0	0.00000%	\$ -		0	0.00000%	\$ -		0	0.00000%	\$ -	\$ -
7. West Stanislaus Irrigation District	50,000	2.63348%	\$ 1,316,741		50,000	2.63348%	\$ 942,278		0	0.00000%	\$ -	\$ -
Total Division 1	210,810		\$ 5,551,644		210,810		\$ 3,972,831		20,600		\$ 140,922	\$ 32,610
DIVISION 2												
1. Panoche Water District	94,000	4.95095%	\$ 2,475,474		94,000	4.95095%	\$ 1,771,482		94,000	5.59877%	\$ 643,039	\$ 148,802
2. San Luis Water District	125,080	6.58792%	\$ 3,293,960		125,080	6.58792%	\$ 2,357,202		125,080	7.41002%	\$ 855,654	\$ 198,002
3. Westlands Water District	1,168,383	61.53833%	\$ 30,769,166		1,168,383	61.53833%	\$ 22,018,825		1,168,383	69.21771%	\$ 7,992,743	\$ 1,849,553
4. Charleston Drainage District	0	0.00000%	\$ -		0	0.00000%	\$ -		0	0.00000%	\$ -	\$ -
5. Panoche Drainage District	0	0.00000%	\$ -		0	0.00000%	\$ -		0	0.00000%	\$ -	\$ -
6. Pleasant Valley	0	0.00000%	\$ -		0	0.00000%	\$ -		0	0.00000%	\$ -	\$ -
Total Division 2	1,387,463		\$ 36,538,600		1,387,463		\$ 26,147,509		1,387,463		\$ 9,491,436	\$ 2,196,356
DIVISION 3												
1. Central California Irrigation District**	0	0.00000%	\$ -		0	0.00000%	\$ -		0	0.00000%	\$ -	\$ -
2. Firebaugh Canal Water District**	0	0.00000%	\$ -		0	0.00000%	\$ -		0	0.00000%	\$ -	\$ -
3. Grassland Water District**	0	0.00000%	\$ -		0	0.00000%	\$ -		0	0.00000%	\$ -	\$ -
4. HMRD #2131**	0	0.00000%	\$ -		0	0.00000%	\$ -		0	0.00000%	\$ -	\$ -
5. Columbia Canal Company (Friend Member)**	0	0.00000%	\$ -		0	0.00000%	\$ -		0	0.00000%	\$ -	\$ -
6. Camp 13 Drains	0	0.00000%	\$ -		0	0.00000%	\$ -		0	0.00000%	\$ -	\$ -
Total Division 3	0		\$ -		0		\$ -		0		\$ -	\$ -
DIVISION 4												
1. San Benito County Water District	43,800	2.30693%	\$ 1,153,465		43,800	2.30693%	\$ 825,435		43,800	2.59481%	\$ 289,628	\$ 69,335
2. Santa Clara Valley Water District	154,065	8.11455%	\$ 4,057,275		154,065	8.11455%	\$ 2,903,440		154,065	9.12718%	\$ 1,053,936	\$ 243,885
3. Pajaro Valley	0	0.00000%	\$ -		0	0.00000%	\$ -		0	0.00000%	\$ -	\$ -
Total Division 4	197,865		\$ 5,210,740		197,865		\$ 3,728,875		197,865		\$ 1,363,565	\$ 313,220
DIVISION 5												
1. Broadview Water District	27,000	1.42208%	\$ 711,040		27,000	1.42208%	\$ 508,530		27,000	1.59954%	\$ 184,703	\$ 42,741
2. Eagle Field Water District	4,550	0.23965%	\$ 119,823		4,550	0.23965%	\$ 85,747		4,550	0.26955%	\$ 31,129	\$ 7,203
3. Fresno Slough Water District	4,108	0.21638%	\$ 108,190		4,108	0.21638%	\$ 77,422		0	0.00000%	\$ -	\$ -
4. James Irrigation District	36,513	1.92310%	\$ 951,550		36,513	1.92310%	\$ 688,095		36,513	2.16306%	\$ 249,777	\$ 57,799
5. Laguna Water District	800	0.04214%	\$ 21,088		800	0.04214%	\$ 15,076		800	0.04739%	\$ 5,473	\$ 1,286
6. Mercy Springs Water District	2,842	0.14969%	\$ 74,844		2,842	0.14969%	\$ 53,558		2,842	0.16837%	\$ 19,442	\$ 4,499
7. Oro Loma Water District	0	0.00000%	\$ -		0	0.00000%	\$ -		0	0.00000%	\$ -	\$ -
8. Pacheco Water District	10,080	0.53091%	\$ 265,455		10,080	0.53091%	\$ 188,963		10,080	0.59716%	\$ 68,058	\$ 15,957
9. Reclamation District 1606	271	0.01426%	\$ 7,130		271	0.01426%	\$ 5,102		271	0.01604%	\$ 1,852	\$ 429
10. Tranquillity Irrigation District	16,325	0.85983%	\$ 429,916		16,325	0.85983%	\$ 307,654		0	0.00000%	\$ -	\$ -
11. Turner Island Water District	0	0.00000%	\$ -		0	0.00000%	\$ -		0	0.00000%	\$ -	\$ -
Total Division 5	102,489		\$ 2,699,016		102,489		\$ 1,931,453		82,056		\$ 561,328	\$ 129,894
OTHER												
1. FT Land LLC	0	0.00000%	\$ -		0	0.00000%	\$ -		0	0.00000%	\$ -	\$ -
	1,888,627	100.00000%	\$ 50,000,000		1,888,627	100.00000%	\$ 35,780,670		1,687,984	100.00000%	\$ 11,547,250	\$ 2,672,080
			Original Allocation of Notes \$ 50,000,000				Allocation - Use of Note Proceeds \$ 35,780,670				Allocation - Use of Note Proceeds \$ 11,547,250	Allocation of Remaining Available Note Proceeds Subsequent to all Withdrawals Listed Below, & DHCCP DWR Draws \$ 2,672,080
							Underwriter Discount \$ 391,019					
							Net Cost of Issuance Exp \$ 159,821					
							Capitalized Interest 9/1/09 & 3/1/10 Debt Service \$ 2,034,422					
							Reimburse WWD for Advance to DWR \$ 622,058					
							Financing Participant Pay'mts to DWR thru 9/30/10 \$ 32,673,850					

Del Puerto Water District - Withdrawn from DHCCP 5/31/11
West Stanislaus Irrigation District - Withdrawn from DHCCP 5/31/11
Fresno Slough Water District - Withdrawn from DHCCP 8/31/11
Tranquillity Irrigation District - Withdrawn from DHCCP 8/31/11

N:\MEDERIOS\DHCCP State - Federal Contractors\Monthly Reports\Working File - Current\DHCCP - DWR Cost Share Reports\Total Draw on Note Proceeds Allocated\8-23-10 EX E updated BOD 1-12-17.xlsx\BOD 1-8-16

Governing Board

SAN JOAQUIN VALLEY WATER INFRASTRUCTURE AUTHORITY

TULARE COUNTY

SUPERVISOR STEVE WORTHLEY,
President
SUPERVISOR ALLEN ISHIDA,
Alternate

FRESNO COUNTY

SUPERVISOR BUDDY MENDES,
Vice President
SUPERVISOR BRIAN PACHECO,
Alternate

MADERA COUNTY

SUPERVISOR DAVID ROGERS,
Director
SUPERVISOR RICK FARINELLI,
Alternate

MERCED COUNTY

SUPERVISOR JERRY O'BANION,
Director
SUPERVISOR JOHN PEDROZO,
Alternate

KINGS COUNTY

SUPERVISOR DOUG VERBOON,
Director
SUPERVISOR CRAIG PEDERSEN,
Alternate

EASTERN CITIES

MAYOR VICTOR LOPEZ,
Director
CITY OF ORANGE COVE
MAYOR NATHAN MAGSIG,
Alternate
CITY OF CLOVIS

WESTERN CITIES

MAYOR PRO TEM ALVARO PRECIADO,
Director
CITY OF AVENAL
MAYOR SYLVIA CHAVEZ, *Alternate*
CITY OF HURON

WESTERN WATER AGENCIES

STEVE CHEDESTER,
Director
SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS WATER AUTHORITY
DAN POPE, *Alternate*
WESTLANDS WATER DISTRICT

TRIBAL MEMBERS

DAN CASAS,
Director
ANGELA KARST, *Alternate*
TABLE MOUNTAIN RANCHERIA

MEMBER AT LARGE

MAYOR ROBERT SILVA



EXECUTIVE DIRECTOR

MARIO SANTOYO
Telephone
(559) 779-7595
E-Mail

msantoyo@sjvwia.org

September 22, 2016

BY ELECTRONIC MAIL

Mr. Jason Peltier
Executive Director
San Luis & Delta-Mendota Water Authority
P.O. Box 2157
Los Banos, California 93635

Dear Mr. Peltier:

As you know, in 2015, representatives of several central San Joaquin Valley counties began what proved to be a successful effort to organize a new Joint Powers Agency (JPA) directed at development of critically needed new surface water storage and other water infrastructure facilities, including the proposed Temperance Flat Dam and Reservoir.

The San Joaquin Valley Water Infrastructure Authority (SJWIA) was organized formally earlier this year by Supervisors in Merced, Madera, Fresno, Kings and Tulare counties. All are part of our Board of Directors as is one water agency, the San Joaquin River Exchange Contractor Water Authority. Its Executive Director, Steve Chedester, serves as the SJWIA board member representing West Side water agencies and is doing a fine job. One vacant board seat is reserved for an East Side water agency. Also represented on the board are three cities (one of which is an at-large member), and a Native American Tribe.

Board members consider their representational duties to be valley-wide in scope. The Authority has a Technical Advisory Committee (TAC) with very broad and active representation. Central California Irrigation District General Manager Chris White chairs the TAC.

Our motivation for organizing this JPA stemmed from both the severe drought and associated impacts to our counties along with concerns voiced to our member agencies reflecting concern over a perceived lack of organized and unified valley-based activity in support for gaining Proposition 1 state bond funding for surface water storage development.

With four of our five member counties including West Side areas affected longer and devastated more than any other region by the state's water crisis, it is fully recognized that West Side agencies have much to gain from additional south-of-Delta water storage development.

As the SJVWIA took shape and our organizers moved into encouraging cohesive regional public agency water infrastructure development leadership, we also became aware of rapidly-growing competition for State of California Proposition 1 and Chapter 8 bond funding that in many cases appeared to be well connected politically but distantly positioned from genuine water storage project proposals.

It also became obvious that Temperance Flat's potential to harness and safely store large amounts of excess storm water would of necessity be an essential infrastructure tool for making valley groundwater sustainable as state law now requires. Still another major concern was the very tight timeframe requirement adopted by the California Water Commission for the Proposition 1 funding application process.

As a result, the Authority's Board of Directors and TAC have mobilized quickly and, to date, effectively to advance the San Joaquin Valley's desire to build Temperance Flat and other important water infrastructure facilities. We have done so with full recognition that the Authority's focus is limited to dealing with the valley's water crisis by seeking new water storage and system developments.

One of our key actions to date was the signing, on July 1, 2016, of a Memorandum of Understanding with the U.S. Bureau of Reclamation to coordinate and complete the final feasibility study of Temperance Flat. Joint efforts under the MOU will also develop additional information needed to apply for Proposition 1 bond funding.

As indirect beneficiaries with limited funding available, the SJVWIA can only do so much. For the Temperance Flat Dam project to succeed, direct beneficiaries must both engage technically and assist financially to complete engineering work needed to meet the tight bond funding application deadline of July 2017. Your Authority and CVP contractors, with their existing uses and many historic ties to San Joaquin River water, are obviously major potential beneficiaries of the Temperance Flat Project.

Your participation is very much welcomed to assist in completing our analysis and study in the short time frame available. Reclamation has done a thorough job of analyzing Temperance Flat but only as a stand-alone project. This has resulted in a misleading conclusion that the project's huge additional storage capacity of 1.3 million acre-feet would yield only 100,000 acre-feet of "new" water annually. Temperance Flat's large size and ability to capture most large runoff events means its operations and benefits could reach into areas served by SL&DMWA members. The new studies involve analyzing and modeling the broader regional operations and benefits now being envisioned.

Your participation would be very much welcomed to assist in completing project analysis and study of Temperance Flat's regional benefits in the short time frame available. We ask that your Board consider a contribution of at least \$20,000, or any financial support you could provide. The SJVWIA will similarly gladly accept and appreciate support from any and all other major potential beneficiaries.

The SJVWIA welcomes the opportunity to meet with you and your board to discuss our JPA, its mission and the critical role your organization and others can have in making Temperance Flat Dam a reality.

Sincerely,

A handwritten signature in black ink, reading "J. Steve Worthley". The signature is written in a cursive, flowing style.

Steve Worthley
President

RESOLUTION NO. 2017-

**RESOLUTION MAKING FINDINGS UNDER
CALIFORNIA ENVIRONMENTAL QUALITY ACT, AUTHORIZING
EXECUTION OF CENTRAL DELTA-MENDOTA REGION, NORTHERN
DELTA-MENDOTA REGION AND SOUTH TRACY REGION
SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES
ACTIVITY AGREEMENTS
AND AUTHORIZING ACTIONS RELATED THERETO**

WHEREAS, in August 2014 the California Legislature passed comprehensive groundwater 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” [California Water Code Section 10720(d)].

WHEREAS, SGMA anticipates that each affected groundwater basin or subbasin will be regulated separately by one or more groundwater sustainability agencies and that groundwater sustainability under the Act shall be achieved through groundwater sustainability plans developed by one or more groundwater sustainability agencies and through coordination of such plans within a basin or subbasin.

WHEREAS, certain Members of the Water Authority have proposed to organize themselves, together with other agencies within their region, under Activity Agreements for the Central Delta-Mendota, Northern Delta-Mendota and South Tracy Regions of the Delta-Mendota and Tracy Subbasins, respectively, 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 i) in the Central Delta-Mendota and South Tracy Regions only, supporting the formation of a multi-agency groundwater sustainability agency separate and independent from the Authority in their respective Regions of the Delta-Mendota Basin; 2) planning, preparation and potential assistance with implementation of a groundwater sustainability plan for their respective Regions; and 3) for coordination with other such plans within the Delta-Mendota Subbasin or any other subbasins or basins as may be required by SGMA.

WHEREAS, the Board has considered that certain form of Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement (the “Central Delta-Mendota SGMA Services Activity Agreement”), a copy of which has been presented to the Board and is on file with the Secretary hereof.

WHEREAS, the Board has further considered that certain form of Memorandum of Agreement (the Central Delta-Mendota Region SGMA Services Memorandum of Agreement) setting forth the terms by which public agencies authorized by SGMA to perform some or all of the obligations of a groundwater sustainability agency within the

Central Delta-Mendota Region of the Delta-Mendota Subbasin can participate under the terms of the proposed Activity Agreement, a copy of which has also been presented to the Board and is on file with the Secretary hereof.

WHEREAS, the SGMA Services Activity Agreements and Memoranda of Understanding for the Northern Delta-Mendota Region and for the South Tracy Region that are substantially similar to those for the Central Delta-Mendota Region are under preparation.

WHEREAS, authorizing execution of the SGMA Services Activity Agreements and the SGMA Services MOAs for the Central Delta-Mendota, Northern Delta-Mendota and South Tracy Regions does not constitute a project under the California Environmental Quality Act because the proposed action involves continuing administrative activities such as general policy and procedure making (Section 15378(b)(2) of the CEQA guidelines) and also represents administrative activities of the Water Authority that will not result in direct or indirect physical changes in the environment (Section 15378(b)(5) of the CEQA Guidelines); further, where it can be seen with certainty that there is no possibility that the proposed action in question may have a significant effect on the environment, the proposed action is not subject to CEQA (Section 15061(b)(3) of the CEQA guidelines).

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:

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

Section 2. The Board hereby authorizes the Executive Director to execute the Central Delta-Mendota Region SGMA Services Activity Agreement and the Central Delta-Mendota Region SGMA Services Memorandum of Agreement in substantially the form presented to the Board, subject to such additions, deletions and other revisions as the said Executive Director shall approve prior to execution and further subject to the contingencies described in Section 4 of this Resolution.

Section 3. The Board hereby authorizes the preparation and execution of the Northern Delta-Mendota Region SGMA Services Activity Agreement and the Northern Delta-Mendota Region SGMA Services Memorandum of Agreement; and the South Tracy Region SGMA Services Activity Agreement and the South Tracy Region SGMA Services SGMA Services on terms substantially similar to those contained in the Central Delta-Mendota SGMA Services Activity Agreement and Central Delta-Mendota SGMA Services Memorandum of Understanding, subject to such additions, deletions and other revisions as the said Executive Director shall approve prior to execution and further subject to the contingencies described in Section 4 of this Resolution

Section 4. This authorization conferred by this Resolution, and the documents executed in reliance upon it, shall be contingent upon the occurrence of the following actions:

- A. For the Activity Agreement for each of the three Regions, at least one Member of the Water Authority in such Region executes the Activity Agreement; and
- B. For the MOA form proposed for each of the three Regions, at least one public agency in such Region that is not a Member of the Water Authority executes the MOA.

Section 5. In the event either of the contingencies described in Section 4 shall fail to occur, the authorization conferred by this Resolution in each Region for which the contingency is not satisfied is revoked *ab initio* as to the document or documents not achieving the signatures as required by said Section 3, and any documents executed by the Water Authority in reliance upon it shall have no binding force or effect.

Section 5. The Executive Director, Assistant Executive Director or such Water Authority employee or consultant as either of such officers may designate, is further authorized and directed to take such additional steps, and to execute such additional documents, as may be required or reasonably necessary to the completion of the activities authorized by this Resolution, subject to the budgets and approvals as set forth in the respective documents.

PASSED AND ADOPTED, this 12th day of January, 2017, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.

Michael Stearns, Chairman
SANLUIS & DELTA-MENDOTA WATER AUTHORITY

Attest:

Jason Peltier, Secretary

* * * * *

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the San Luis & Delta-Mendota Water Authority, a California joint powers agency, at a regular meeting of the Board of Directors thereof duly called and held at the office of the Authority on the 12th day of January, 2017.

Jason Peltier, 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 _____, 2016 (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; 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. In adopting that Act, the Legislature 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 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 groundwater sustainability agencies for purposes of compliance with that Act.

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

f. The Members overlies 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. DWR has designated the entire DM Subbasin as critically overdrafted, and under the Act, each groundwater sustainability agency is required to assume its regulatory role by June 30, 2017, and to submit a groundwater sustainability plan to 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 under SGMA Services Memoranda 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 i) the formation of a multi-agency groundwater sustainability agency in the Central Delta-Mendota Region of the Delta-Mendota Basin; and 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.

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 Participating Agencies 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 Authority.

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 Multi-Agency GSA**" shall mean the multi-agency Groundwater Sustainability Agency formed within the Central DM Region amongst certain Activity Participants.

2.12. "**Central DM 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 GSA's that provides the basis for intra-basin or inter-basin coordination of the GSPs pursuant to SGMA.

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's in the basin or subbasin, in compliance with the terms and provisions of SGMA [see also "**Central DM 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. "**Outside Service Area**" and its plural form shall mean an area or areas within the Central DM Region that are outside the boundary of a specific Activity Participant that is not a County for which the referenced Activity Participant provides services, including specifically those services necessary or appropriate for SGMA implementation within such Outside Service Area. The term "Outside Service Area" as used in this Agreement does not mean portions of a County covered by that County for SGMA purposes under Water Code Section 10724, and agreements among the County, Activity Participant and owners of the Outside Service Area may be required to document that the Activity Participant, rather than the County, will provide SGMA services for the Outside Service Area..

2.18. "**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.

2.19. "**SGMA Services Memorandum of Agreement**" or "**SS-MOA**" and their plural forms shall mean those certain agreements in substantially the form attached hereto as **EXHIBIT "B"** among the Authority, a county or counties, and local agencies or mutual water companies who are not Authority Members to provide for their participation in the activities subject to this Agreement.

2.20. "**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.

2.21. "**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.

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

2.23. **“SS-MOA Participant”** and their plural forms shall mean a local agency or agencies, a county or counties, or a mutual water company or companies that are statutorily authorized to implement SGMA who are not Members of the Authority, but who have 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.

2.24. **“Voting Alternate”** shall mean the duly appointed alternate to a member of the Management Committee 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 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 GSA’s 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; 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 specially 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 Central DM Region Activity Participants administrative services to assist them in forming and implementing a multi-agency GSA.

b. To i) provide staff resources or to ii) 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 to 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 Central DM 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 Multi-Agency GSA or GSP.

f. To provide services to facilitate coordination among the GSA's in other portions of the DM Subbasin, and GSA's 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, the Activity Participants intend to establish GSA's 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 Areas. The geographic boundaries of the Central 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-MOAs with each agency 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 any SS-MOAs, without the required approval of the Board of Directors except as specifically provided in Sections 4.4a through c. Also except as set forth in Sections 4.4a through 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 the Central DM Region GSA's to implement SGMA within their respective jurisdictions, including, for example, services and resources to i) develop data; ii) conduct outreach with interested parties as defined by SGMA; iii) assist in preparing and implementing a Groundwater Sustainability Plan; and iv) 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 SS-MOA Participants with powers to implement SGMA may, by executing 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 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 other Members,

SS-MOA Participants, and GSA's, or any of them, in the full exercise of the powers of the Activity Participants for purposes of assisting in forming the Central DM Multi-Agency GSA and preparation, adoption and implementation of the Central DM 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 Multi-Agency GSA or for preparing or implementing the Central DM 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 Multi-Agency GSA.

f. To assist in developing policies, rules or practices for utilizing the enforcement powers identified in SGMA (Water Code §10732) for use by the Central DM Multi-Agency GSA, 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 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 adopted pursuant to this Activity Agreement within the Activity Participant's boundaries or Outside Service Area.

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 Participant pursuant to the GSP developed or adopted hereunder 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 GSA's 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 individual or multi-agency GSA's 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) person appointed by each Activity Participant.

a. Management Committee members 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. 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 representative 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 6.4b, a "unanimous vote" is defined as the affirmative vote of every Management Committee member and Voting Alternate with a quorum of the Management Committee 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 Multi-Agency GSA any proposed Central DM 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 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 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 Central DM Multi-Agency GSA regarding imposing fees authorized by SGMA to fund the cost 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 the Central DM 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. 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 a 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 6.4d 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;

d. Adoption of the Central DM GSP applicable to such Activity Participant.

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 \$_____ 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 4.4a 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 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 or other entities (including associate 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 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 6.4c. 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 6.4c(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 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 6.6b 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. If a Activity Participant withdraws prior to June 30, 2017, the withdrawing Activity Participant shall notify DWR and all applicable counties that it will act alone as a GSA or join an alternate multi-agency GSA. Until July 1, 2017, the applicable county may also elect to cover the area of the withdrawing Member.

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 SS-MOA Participants 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 substantially similar to the form set out in **EXHIBIT “D”** to this Activity Agreement.

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 shall be the same as specified in Section 18.2 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 Non-Members. The Activity Participants shall hold the Authority and each of its 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 this Activity Agreement. 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. 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. 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. 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, each of its members who is not an Activity Agreement Member, and the other Activity Participants from costs, losses, damages, claims or liabilities arising from its withdrawal.

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 Agreement Member may not be assigned or delegated without the written consent of the Authority and other Members. 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 first above written.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____

Name: _____

Title: _____

ACTIVITY AGREEMENT MEMBER

Agency Name: _____

By: _____

Name: _____

Title: _____

EXHIBIT “A” - MAP OF CENTRAL DM REGION BOUNDARIES

EXHIBIT “B”
FORM OF SS-MOA

EXHIBIT “C”
ACTIVITY AGREEMENT MEMBERS’ & PARTICIPATING AGENCIES’
PARTICIPATION PERCENTAGES

Agency Name	Participation Status	Participation Percentage*
Eagle Field Water District	Member	
Fresno County	SS-MOA Participant	
Fresno Slough Water District	Member	
Merced County	SS-MOA Participant	
Mercy Springs Water District	Member	
Oro Loma Water District	Member	
Pacheco Water District	SS-MOA Participant	
Panoche Water District	SS-MOA Participant	
San Luis Water District	Member	
Santa Nella County Water District	Member	
Tranquillity Irrigation District	Member	
Widren Water District	SS-MOA Participant	

Dated Effective as of: _____

EXHIBIT “D”

SAMPLE FORM OF SPECIAL PROJECT AGREEMENT

**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 _____, 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 for 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 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 Sustainable Groundwater Management Act (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 management 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) 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.

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 Agreements 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 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 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 Parties.

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: _____