

## AMENDED AND RESTATED COST SHARING AGREEMENT Delta-Mendota Subbasin Coordination

This Amended and Restated Cost Sharing Agreement (“**Agreement**”) is made effective as of October 7, 2025 by and among the groundwater sustainability agencies within the Delta-Mendota Subbasin (“**GSAs**”) (listed below) and the San Luis & Delta-Mendota Water Authority (“**SLDMWA**”). The GSAs and SLDMWA may be referred to herein individually as a “**Party**” or jointly as “**Parties**.” For purposes of this Agreement, the “**Effective Date**” shall be the date the last Party executes this Agreement.

### RECITALS

A. The Sustainable Groundwater Management Act (“**SGMA**”) requires all groundwater subbasins designated as high or medium priority to manage groundwater in a sustainable manner.

B. The Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin (“**Subbasin**”), has been designated as a high-priority basin by the California Department of Water Resources (“**DWR**”).

C. The Delta-Mendota Subbasin includes multiple GSAs that intend to manage the Subbasin through the development and implementation of a single groundwater sustainability plan (“**GSP**”). The single GSP was adopted and finalized as of September 2024 and supersedes and replaces the prior six coordinated groundwater sustainability plans in the Subbasin.

D. The GSA Parties to this Agreement (“**GSA Parties**”) have organized into GSA groups (“**GSA Groups**”) and have agreed to be represented by “**GSA Group Representatives**” on the Coordination Committee, on terms to be developed and implemented by separate agreements between each GSA Group and the GSA Parties within such GSA Group.

E. The GSA Groups desire to dictate terms describing the mechanisms for the sharing of the costs associated with the coordination activities described below and in that certain “Memorandum of Agreement Among the Delta-Mendota Subbasin Groundwater Sustainability Agencies” (“**DM Subbasin MOA**”) executed by all the GSA Parties. The DM Subbasin MOA confirms the continued existence and use of a Coordination Committee (“**Coordination Committee**”) to provide the forum for the GSA Parties to accomplish the coordination obligation of SGMA and enumerates the Coordination Committee’s responsibilities. The DM Subbasin MOA also establishes the roles of Secretary and Plan Manager and enumerates their respective responsibilities.

F. The SLDMWA has been assisting the GSAs with SGMA compliance, and is still acting as the initial Secretary of the Coordination Committee (“**Secretary**”) and the initial Plan Manager with respect to the Coordination Agreement (“**Plan Manager**”). As part of that effort, SLDMWA and/or its agents agrees to undertake all activities required of it under the DM Subbasin MOA, so long as each GSA Group reimburses the SLDMWA for that GSA Group’s apportioned share of the “**Coordinated Plan Expenses**,” described in Section 2 below, or until SLDMWA withdraws from its role pursuant to the terms of the DM Subbasin MOA.

G. The Parties entered into that certain “Cost Sharing Agreement” effective as of August 11, 2018. With the reorganization of the representation on the Coordination Committee and entering into the DM Subbasin MOA, the Parties desire to amend, restate and replace the prior “Cost Sharing Agreement” with this Agreement.

H. The Parties desire to enter into this Agreement to refine and update the Parties’ informal agreements prior to the date of execution and to accomplish all of the foregoing matters on the terms and conditions set forth herein.

NOW, THEREFORE, based on the Recitals set forth above, which are deemed true and correct and incorporated herein, and on the terms and conditions set forth herein, the Parties agree as follows:

1. Administrative Coordination. For so long as desired by the Coordination Committee or until SLDMWA withdraws from its role pursuant to the terms of the DM Subbasin MOA, the SLDMWA will be responsible for undertaking all activities required of it under the DM Subbasin MOA including, but not limited to: intrabasin coordination; activities required in its role as Secretary; activities required in its role as Plan Manager; and entering into professional services agreement(s) and any supplemental agreements required for the consultant work necessary to meet the objectives of the DM Subbasin MOA.

2. Coordinated Plan Expenses. The Parties agree that **Coordinated Plan Expenses** incurred under the DM Subbasin MOA shall mean any expenses incurred by the Secretary and Plan Manager at the direction of the Coordination Committee within approved annual cost estimates pursuant to Section 5 of this Cost Sharing Agreement for purposes of developing and implementing the DM Subbasin MOA, including actual expenses incurred in executing obligations under the DM Subbasin MOA for intrabasin and interbasin coordination beginning in August 2017 and continuing through the implementation of SGMA. The GSA Parties agree to make payments for Coordinated Plan Expenses through their GSA Groups, described in Section 6 below.

3. Participation Percentages. The Parties acknowledge and agree that the participation percentages in Exhibit “A” (“**Participation Percentages**”) shall be utilized to determine the share of Coordinated Plan Expenses allocated to each GSA Group.

a. Initial Participation Percentages. Coordinated Plan Expenses will be paid proportionally by each GSA Group through the Responsible Agency to Invoice (“**Responsible Agency**”) identified on Exhibit “A,” pursuant to each GSA Group’s respective Participation Percentage, which is set in equal percentages, as indicated in Exhibit “A.”

b. Updated Participation Percentages. Participation Percentages may be evaluated by the Coordination Committee from time to time, but not more frequently than annually, including to consider new information concerning the relative contribution or responsibility of each GSA Group towards achieving the Subbasin-wide sustainability goal of the single GSP.

c. Ongoing Documentation of Participation Percentages. The most current Participation Percentages of each GSA Group shall be dated and attached as Exhibit

“A” to this Agreement, effective upon the date approved by the Parties under delegated authority by their respective GSA Groups, without any further Amendment to this Agreement being required.

4. Obligations Outside of Cost Sharing Agreement. It is the responsibility and obligation of each GSA Party under this Agreement that is part of a multi-party GSA Group to provide documentation to the Secretary and the Coordination Committee establishing that such GSA Group has a binding agreement or mechanism assuring that the GSA Group will pay its Participation Percentage set forth on Exhibit “A,” as said Exhibit “A” may be modified or amended from time to time (pursuant to a modification or amendment of this Agreement under Section 14, below), including documentation of provisions regarding the default or withdrawal of any GSA Party within such GSA Group. Provided that, the Secretary shall not be obligated to evaluate or provide an opinion on the legal sufficiency of the documentation.

5. Cost Estimates. The SLDMWA will obtain and provide the GSA Groups, through the GSA Group Representatives on the Coordination Committee, with a written estimate (“**Estimate**”) of the cost of each task required for executing its obligations under the DM Subbasin MOA prior to March 1 each year, and as new tasks arise. Each Estimate will be subject to approval by the Coordination Committee, pursuant to the DM Subbasin MOA. The SLDMWA shall account for Coordinated Plan Expenses in accordance with standard public agency accounting procedures and shall invoice amounts to be collected from the GSA Groups in accordance with Section 6 below. All costs related to workgroups shall be the responsibility of each Party providing the workgroup participant.

6. Invoicing and Payment. The SLDMWA shall bill the GSA Groups, through the Responsible Agency identified on Exhibit “A,” for all Coordinated Plan Expenses based upon their respective Participation Percentages, upon receipt of each individual invoice. Payment is due from each Responsible Agency thirty (30) days following receipt of the invoice by the Responsible Agency. Amounts in arrears for more than thirty (30) days shall earn interest at the applicable legal rate. Each Responsible Agency is responsible to collect payment from members of its GSA Group, if any.

7. Reporting. The SLDMWA shall present a cumulative Coordinated Plan Expense report to the GSA Groups on a monthly basis, through the Responsible Agency identified on Exhibit “A.” Each Invoice, described in Section 6 above, shall be accompanied by a Coordinated Plan Expenses report (“**Report**”). The Report shall consist of a cumulative itemized statement of all costs and expenses incurred pursuant to the Coordination Agreement and any disbursement of funds received by the SLDMWA under this Agreement.

8. Records. The SLDMWA shall maintain separate records regarding Coordinated Plan Expenses, including records of billing and payment and other documents related to the execution of its obligations under the DM Subbasin MOA. The GSA Parties and their designated agents that have made a contribution shall have the right to inspect all records maintained by the SLDMWA associated with this Agreement at any time within normal business hours, with fifteen (15) business days’ advance notice to the SLDMWA in writing.

9. Notice. Whenever notice is required to be in writing, it shall be provided to the GSA Groups, through the Responsible Agency identified on Exhibit “A.” Notice shall be provided to the SLDMWA at the following address:

San Luis & Delta-Mendota Water Authority  
P.O. Box 2157  
Los Banos, CA 93635  
Attn: Scott Petersen  
E-mail: scott.petersen@sldmwa.org

If sent by United States Mail, notice will be considered to have been given forty-eight (48) hours after it has been deposited in the United States Mail, addressed as set forth above, with postage prepaid. If sent by overnight delivery service, notice will be considered to have been given twenty-four (24) hours after it has been deposited with the overnight delivery service. Any GSA Group may change the Responsible Agency for notice or that Responsible Agency’s address for these purposes by giving written notice of the change to all other Parties. The SLDMWA may also change its address or contact by giving written notice of the change to all other Parties.

10. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State of California and is to be so construed.

11. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing this language in the section referred to or to define or limit the scope of any provision of this Agreement.

12. Entire Agreement. This Agreement (including the preamble and Recitals) constitutes the entire Agreement between the Parties and supersedes prior agreements or discussions relating to the matters set forth herein, if any, both written and oral.

13. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

14. Modification or Amendment. The Parties hereby agree that, this Agreement may be supplemented, amended, or modified only by the mutual written agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all Parties.

15. Withdrawal.

a. Withdrawal by a GSA Party. A GSA Party may withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon thirty (30) days written notice to all other Parties. Any GSA Party who withdraws shall remain obligated to pay its share of all Coordinated Plan Expenses accrued prior to the effective date of such withdrawal. The SLDMWA will notify DWR within thirty (30) days of any GSA Party’s withdrawal from this Agreement.

b. Withdrawal by the SLDMWA. The SLDMWA may withdraw from this Agreement effective: (1) upon notification by the Coordination Committee that the

SLDMWA's services are no longer required as Secretary and Plan Manager; or (2) upon thirty (30) days written notice by the SLDMWA to the GSA Parties. In the event the SLDMWA withdraws from this Agreement, such withdrawal shall terminate this Agreement, unless the Coordination Committee names a successor Secretary and Plan Manager pursuant to the DM Subbasin MOA, and the Parties and such successor entity or entities agree to continue the Agreement with the successor Secretary and Plan Manager agreeing to assume the role of the SLDMWA. If the Agreement continues between the GSA Parties and a successor to the SLDMWA, the SLDMWA agrees to reasonably cooperate in the transition to its successor; provided, the SLDMWA shall not be liable for performance of duties under this Agreement following the Coordination Committee's notice or the thirty (30)-day notice period set forth in this subsection, whichever is applicable.

16. Term. As modified pursuant to Section 14, this Agreement shall continue for a term coterminous with the requirements of SGMA.

17. Indemnification. The Parties agree that the GSA Parties shall, in proportion to the respective Participation Percentages of their GSA Groups, hold the SLDMWA free and harmless from and indemnify the SLDMWA against any and all costs, losses, damages, claims, and liabilities arising from this Agreement, unless such costs, losses, damages, claims, or liabilities are attributable to the sole negligence or willful misconduct of the SLDMWA. The Parties acknowledge that each GSA Group intends to pay only its share of Coordinated Plan Expenses, but acknowledge that the GSA Group may be required to pay an adjusted Participation Percentage (pursuant to a modification or amendment of this Agreement under Section 14, above) to meet its obligation to the SLDMWA and seek its remedy against any defaulting GSA Group.

18. Construction of Agreement. The Parties acknowledge that each Party has informed and able counsel to advise it concerning the terms of this Agreement and agree that no Party shall be deemed the drafting Party in any dispute involving construction of the terms of the Agreement.

19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

20. No Partnership. The Parties hereto do not intend to create a partnership for federal income tax purposes or state law purposes, and nothing herein shall be construed to create such a partnership. The provisions set forth in this Agreement, and the respective obligations of each Party hereto, shall be construed consistently with such intent.

21. Procedures for Resolving Conflicts. In the event of any dispute arising from or relating to this Agreement, and not including disputes arising from the inability of the Coordination Committee to reach a unanimous decision, the disputing Party shall, within thirty (30) calendar days of discovery of the events giving rise to the dispute, notify all Parties to this Agreement in writing of the basis for the dispute. Within thirty (30) calendar days of receipt of said notice, all interested Parties shall meet and confer in a good faith attempt to informally resolve the dispute. All disputes that are not resolved informally shall be settled by non-binding arbitration. Within ten (10) days following the failed informal proceedings, each interested Party shall nominate and circulate to all

other interested Parties the name of one arbitrator. Within ten (10) days following the nominations, the interested Parties shall rank their top three among all nominated arbitrators, awarding 3 points to the top choice, 2 points to the second choice, 1 point to the third choice, and zero points to all others. Each interested Party shall forward its tally to the SLDMWA, who shall tabulate the points and notify the interested Parties of the name of the arbitrator with the highest cumulative score, who shall be the selected arbitrator. The SLDMWA may also develop procedures for approval by the Parties, for selection in the case of tie votes or in order to replace the selected arbitrator in the event such arbitrator declines or ceases to act. The arbitration shall be administered in accordance with the procedures set forth in the California Code of Civil Procedure, section 1280, et seq., and of any state or local rules then in effect for arbitration pursuant to said section. Upon completion of arbitration, if the controversy has not been resolved, any Party may exercise all rights to bring a legal action relating to the controversy. Any dispute resolution or arbitration under this Section, however, will not terminate the Parties' obligations under Sections 2, 4, and 6 nor the Parties' obligations under Section 16.

22. Authorized Signature. Each Party represents that the individual signing this Agreement on its behalf is duly authorized to execute this Agreement and will legally bind that Party to the terms of this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

Dated: \_\_\_\_\_ **ALISO WATER DISTRICT GSA**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Dated: \_\_\_\_\_ **CENTRAL DELTA-MENDOTA GSA**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Dated: \_\_\_\_\_ **CITY OF DOS PALOS GSA**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Dated: \_\_\_\_\_ **CITY OF FIREBAUGH GSA**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF GUSTINE GSA**

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

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

Dated: \_\_\_\_\_

**CITY OF LOS BANOS GSA**

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

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

Dated: \_\_\_\_\_

**CITY OF MENDOTA GSA**

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

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

Dated: \_\_\_\_\_

**CITY OF NEWMAN GSA**

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

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

Dated: \_\_\_\_\_

**CITY OF PATTERSON GSA**

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

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

Dated: \_\_\_\_\_

**COUNTY OF MADERA-3 GSA**

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

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

Dated: \_\_\_\_\_

**COUNTY OF MERCED DELTA-MENDOTA  
GSA**

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

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

\_\_\_\_\_

Dated: \_\_\_\_\_

**DM II GSA**

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

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

Dated: \_\_\_\_\_

**FARMERS WATER DISTRICT GSA**

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

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

Dated: 10-7-2025

**FRESNO COUNTY MANAGEMENT AREA A  
GSA**

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By Hanana Deputy

Ernest Buddy Mendes

Print Name: Ernest Buddy Mendes

Print Title: Chairman, of the Board of Supervisors, of  
the County of Fresno

Dated: 10-7-2025

**FRESNO COUNTY MANAGEMENT AREA B  
GSA**

Ernest Buddy Mendes

Print Name: Ernest Buddy Mendes

Print Title: Chairman, of the Board of Supervisors, of  
the County of Fresno

Dated: \_\_\_\_\_

**GRASSLAND GSA**

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

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



Dated: \_\_\_\_\_

**NORTHWESTERN DELTA-MENDOTA GSA**

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

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

**STANISLAUS COUNTY**

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

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

APPROVED AS TO FORM

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

\_\_\_\_\_

Dated: \_\_\_\_\_

**ORO LOMA WATER DISTRICT GSA**

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

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

Dated: \_\_\_\_\_

**PATTERSON IRRIGATION DISTRICT GSA**

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

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

Dated: \_\_\_\_\_

**SAN JOAQUIN RIVER EXCHANGE  
CONTRACTORS WATER AUTHORITY GSA**

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

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

Dated: \_\_\_\_\_

**TURNER ISLAND WATER DISTRICT-2 GSA**

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

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

Dated: \_\_\_\_\_

**WEST STANISLAUS IRRIGATION DISTRICT  
GSA 1**

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

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

Dated: \_\_\_\_\_

**WIDREN WATER DISTRICT GSA**

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

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

**EXECUTING NOT AS A PARTY:**

Dated: \_\_\_\_\_

**SAN LUIS & DELTA-MENDOTA WATER  
AUTHORITY**

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

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

## EXHIBIT A – GSA Groups and Responsible Agencies to Invoice

	Groundwater Sustainability Agency Group	Responsible Agency to Invoice / Address	Participation Percentage
1	<b>Central Delta-Mendota Region – 1 Representative</b> Central Delta-Mendota GSA Oro Loma Water District GSA Widren Water District GSA	San Luis & Delta-Mendota Water Authority (for invoices) P.O. Box 2157 Los Banos, CA 93635 Attn: John Brodie  Santa Nella County Water District (for other invoices) 12931 S Hwy 33 Santa Nella, CA 95322 Attn: Amy Montgomery	1/7
2	<b>San Joaquin River Exchange Contractors – 1 Representative</b> City of Dos Palos GSA City of Firebaugh GSA City of Gustine GSA City of Los Banos GSA City of Mendota GSA City of Newman GSA Madera County GSA Merced County Delta-Mendota GSA San Joaquin River Exchange Contractors GSA Turner Island Water District-2 GSA	San Joaquin River Exchange Contractors 541 H Street P.O. Box 2115 Los Banos, CA 95363 Attn: Chris White	1/7
3	<b>Farmers Water District – 1 Representative</b> Farmers Water District GSA	Farmers Water District 4460 W. Shaw Ave., #219 Fresno, CA 93722 Attn: Jim Stillwell	1/7
4	<b>Aliso Water District – 1 Representative</b> Aliso Water District GSA	Aliso Water District 10302 Avenue 7-1/2 Firebaugh, CA 93622 Attn: Roy Catania	1/7
5	<b>Grassland GSAs Group – 1 Representative</b> Grassland GSA Merced County Delta-Mendota GSA	Grassland Water District 200 W. Willmont Ave. Los Banos, CA 93635 Attn: Ricardo Ortega	1/7

6	<b>Fresno County Management Area A &amp; B – 1 Representative</b> Fresno County Management Area A GSA Fresno County Management Area B GSA	County of Fresno Department of Public Works and Planning 2220 Tulare St., 6th Floor Fresno, CA 93721 Attn: Division of Water and Natural Resources	1/7
7	<b>Northern Delta-Mendota Region – 1 Representative</b> City of Patterson GSA DM-II GSA Northwestern Delta-Mendota GSA Patterson Irrigation District GSA West Stanislaus Irrigation District-GSA 1	San Luis & Delta-Mendota Water Authority (for invoices) P.O. Box 2157 Los Banos, CA 93635 Attn: John Brodie  West Stanislaus Irrigation District (for other notices) 116 E Street P.O. Box 37 Westley, CA 95387 Attn: Robert Pierce	1/7