



NORTHERN &  
CENTRAL  
DELTA-  
MENDOTA

# Final Draft Groundwater Sustainability Plan

For the Northern and Central Delta-Mendota Regions

November 2019



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# Appendix A

## Coordination Agreements



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**CENTRAL DELTA-MENDOTA GROUNDWATER SUSTAINABILITY AGENCY  
JOINT POWERS AGREEMENT**

This CENTRAL DELTA-MENDOTA GROUNDWATER SUSTAINABILITY AGENCY JOINT POWERS AGREEMENT (this “Agreement”) is made and entered into by and among the Eagle Field Water District, a California Water District; County of Fresno, a political subdivision of the State of California; Fresno Slough Water District, a California Water District; County of Merced, a political subdivision of the State of California; Mercy Springs Water District, a California Water District; Pacheco Water District, a California Water District; Panoche Water District, a California Water District; San Luis Water District, a California Water District; Santa Nella County Water District, a California County Water District; and Tranquillity Irrigation District, a California Irrigation District (individually, a “Party” and in the plural or collectively, the “Parties”).

**RECITALS**

A. WHEREAS, in August 2014, the California Legislature passed, and in September 2014 the Governor signed, legislation creating the Sustainable Groundwater Management Act (or “SGMA,” as that term is defined in section 1.11, below) “to provide local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater” (Wat. Code, § 10720, subd. (d)); and

B. WHEREAS, SGMA provides that each affected groundwater basin or subbasin may be regulated separately by one or more groundwater sustainability agencies (“GSAs”). Any local agency, as that term is defined in SGMA, may decide to become the GSA for a basin or subbasin within its boundaries. SGMA also provides that a combination of local agencies may form a GSA through a joint powers agreement, or a memorandum of agreement or other legal agreement (Wat. Code, § 10723.6); and

C. WHEREAS, groundwater sustainability under SGMA is to be achieved through groundwater sustainability plans (or “GSPs,” as the term “GSP” is defined in section 1.8, below), which can be a single plan developed by one or more GSAs, or multiple coordinated plans within

a basin or subbasin (Wat. Code § 10727); and

D. WHEREAS, the Parties overlie a portion of the Delta-Mendota Subbasin number 5-22.07 of the San Joaquin Valley Groundwater Basin identified in the California Department of Water Resources (“DWR”) Bulletin 118 (the “Delta-Mendota Subbasin”), said portion being designated as the “Central Delta-Mendota Region,” as its boundaries may be modified from time to time as provided by law; and

E. WHEREAS, each Party’s jurisdictional area overlies the Central Delta-Mendota Region, depicted in Exhibit “B” attached hereto and incorporated herein by this reference, and DWR has designated the entire Delta-Mendota Subbasin as critically overdrafted. Under SGMA, each GSA is required to assume its regulatory role by June 30, 2017, and to submit a GSP to DWR by January 31, 2020; and

F. WHEREAS, the Parties are all public agencies authorized to contract with the State or Federal governments and agencies, and to exercise powers related to groundwater management, land use, or both, within their jurisdictional boundaries. Each Party would qualify individually to serve as a GSA under SGMA; and

G. WHEREAS, the Parties previously entered into that certain “Agreement Supporting Formation and Operation of the Central Delta-Mendota Region Multi-Agency Groundwater Sustainability Agency in the Central Delta-Mendota Region,” effective February 15, 2017 (the “Initial Agreement”), to establish and operate the Central Delta-Mendota Region Multi-Agency GSA to meet their mutual goal of cost-effective, sustainable groundwater management that considers the interests and concerns of the Parties and other stakeholders in the Central Delta-Mendota Region without establishing a legal entity separate from the individual agencies; and

H. WHEREAS, in section 5.4 of the Initial Agreement, the Parties agreed to consider entering into a joint powers agreement if they found it necessary or beneficial in achieving the goal of maintaining local control of sustainable groundwater management in the Central Delta-Mendota Region in compliance with SGMA; and

I. WHEREAS, under the Joint Exercise of Powers Act (Chapter 5 (commencing with section 6500) of the Division 7 of Title 1 of the Government Code) (the “Act”), two or more public agencies may by agreement jointly exercise any power held in common by agencies entering into such an agreement. All of the Parties are public agencies as defined by the Act; and

J. WHEREAS, the Parties are entering into this Agreement to form the Central Delta-

Mendota Groundwater Sustainability Agency for the purpose of acting as a separate and independent public agency and as a single GSA for the Central Delta-Mendota Region; and

K. WHEREAS, the Parties desire to achieve the objectives recited above through entering into this Agreement.

NOW, THEREFORE, in consideration of the true and correct facts recited above, which are hereby incorporated herein, and of the covenants, terms and conditions set forth herein, the Parties hereto agree as follows:

## ARTICLE 1.

### DEFINITIONS

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

- 1.1. **“Act”** means the Joint Exercise of Powers Act codified at Government Code sections 6500, *et seq.*
- 1.2. **“Agency”** means the Central Delta-Mendota Groundwater Sustainability Agency.
- 1.3. **“Agreement”** means this Central Delta-Mendota Groundwater Sustainability Agency Joint Powers Agreement.
- 1.4. **“Board of Directors”** means the governing body of the Agency established pursuant to Article 6 of this Agreement.
- 1.5. **“Delta-Mendota Subbasin”** means the Delta-Mendota Subbasin of the San Joaquin Valley Groundwater Basin, subbasin number 5-22.07, as identified in Bulletin 118 prepared by the DWR and depicted on Exhibit “A,” attached hereto and incorporated herein by this reference.
- 1.6. **“Director”** means a member of the Agency’s Board of Directors.
- 1.7. **“Central Delta-Mendota Region”** means that portion of the Delta-Mendota Subbasin depicted on the map attached hereto as Exhibit “B,” attached hereto and incorporated herein by this reference.
- 1.8. **“GSP”** means a groundwater sustainability plan, as defined by section 10721, subdivision (k), of the Water Code.
- 1.9. **“Fiscal Year”** means each period beginning on March 1 and ending the last day of February the following year.



- 1.10. **“Member Contributions”** means each Party’s allocated share of Agreement Expenses as determined and described in Article 11 of this Agreement and set forth in Exhibit “C,” attached hereto and incorporated herein by this reference.
- 1.11. **“SGMA”** means the California Sustainable Groundwater Management Act, which is codified in Part 2.74 (commencing with section 10720) of Division 6 of the Water Code, and all state regulations adopted under that Part.

## **ARTICLE 2.**

### **CREATION OF THE AGENCY**

- 2.1. Upon execution of this Agreement by all Parties (“Effective Date”) and pursuant to the Act, the Parties hereby create a public entity separate and independent from the Parties to be known as the “Central Delta-Mendota Groundwater Sustainability Agency”.
- 2.2. Pursuant to Government Code section 6509, the County of Fresno is the designated Party with respect to the Agency’s exercise of power.
- 2.3. The boundaries of the Agency are the Central Delta-Mendota Region, as depicted on the map and described in metes and bounds in Exhibit “B,” which is attached hereto and incorporated herein by this reference.
- 2.4. The Agency shall timely file the notices required by Government Code sections 6503.5, 6503.6, and 53051.

## **ARTICLE 3.**

### **TERM**

- 3.1. This Agreement is effective upon execution by all Parties and continues in full force and effect until terminated under Article 12.

## **ARTICLE 4.**

### **PURPOSE OF THE AGENCY**

- 4.1. The purpose of this Agreement is to create a joint powers agency to replace the Central Delta-Mendota Region Multi-Agency GSA for the Central Delta-Mendota Region that was formed pursuant to the Initial Agreement. The Parties and the boundaries will be

the same, but the structure of the entity will change from a multi-agency GSA to a joint powers agency that acts as the GSA.

- 4.2. The purpose of the Agency is to implement SGMA's requirements and achieve the sustainability goals provided in SGMA by developing, adopting, submitting, implementing, enforcing, and revising a GSP for the Central Delta-Mendota Region, which may be part of a broader GSP coordinated with other GSAs in the Delta-Mendota Subbasin, and to exercise all powers and authorities of a GSA under SGMA.
- 4.3. Nothing in this Agreement is intended to confer upon any Party or upon any third party outside this Agreement the authority to limit or interfere with the respective Party's rights and authorities over its own internal matters, including but not limited to, such Party's surface water supplies, groundwater supplies, facilities, billing and collection procedures, and operations and water management, subject to terms of this Agreement.

## **ARTICLE 5.**

### **POWERS OF THE AGENCY**

- 5.1. The Agency is authorized, in its own name, to do all acts necessary for carrying out the purpose of this Agreement, including, but not limited to, any and all of the powers identified in this Article 5, and establishing Member Contributions for the Parties.
- 5.2. As provided in Government Code section 6508, the Agency is authorized, in its own name, to do any or all of the following:
  - a. To make and enter into contracts;
  - b. To employ agents and employees;
  - c. To acquire, construct, manage, maintain, or operate any building, works or improvements;
  - d. To acquire, hold, or dispose of property;
  - e. To incur debts, liabilities, or obligations; and
  - f. To sue and be sued in its own name.
- 5.3. The Agency may exercise all powers granted to GSAs in SGMA to provide the maximum degree of local control and flexibility consistent with the sustainability goals of SGMA as set forth in the GSP, including but not limited to all of the authorities provided in Chapter 4 (commencing with section 10723), Chapter 5 (commencing with

section 10725), Chapter 6 (commencing with section 10727), Chapter 8 (commencing with section 10730), and Chapter 9 (commencing with section 10732) of SGMA.

- 5.4. The Agency may exercise the common powers of the Parties, including, but not limited to, the following:
- a. Adopting initial and annual operating budgets;
  - b. Accepting contributions, grants, or loans from any public or private agency or individual in the United States or any department, instrumentality, or agency thereof for the purpose of financing its activities; and
  - c. Investing money that is not needed for immediate necessities, as the Board of Directors determines advisable, in the same manner and upon the same conditions as other local entities in accordance with section 53601 of the Government Code.
- 5.5 The Parties agree that they are subject to the Water Code and authorities granted by SGMA. Furthermore, the Parties agree that nothing contained in this Agreement grants to the Agency any power to alter any water right, contract right, or any similar right held by any of the Parties, or to amend a Party's water delivery practice, course of dealing, or conduct without the express consent of that Party.

## **ARTICLE 6.**

### **AGENCY BOARD OF DIRECTORS**

- 6.1. Each Party shall designate one person to serve on the Board of Directors as a Director and up to two persons to serve as an alternate(s) to its appointed Director, to act during the absence or disqualification of that Party's Director. The Director and alternate Directors shall serve at the pleasure of his or her applicable appointing Party.
- 6.2. Directors and their alternates shall not be compensated by the Agency for participation on the Board of Directors. The Agency shall develop a policy for reimbursement associated with direct expenses.
- 6.3. Each appointed Director and alternate Director(s) shall comply with all legal requirements, including disclosure and ethics requirements, applicable to directors of a California Joint Powers Authority.



## ARTICLE 7.

### OFFICERS AND ADMINISTRATION

7.1 Officers. The Board of Directors shall, at its first meeting and then annually at its first meeting of each Fiscal Year, elect a Chairman, Vice-Chairman, Secretary, and any other officers as determined necessary by the Board of Directors. Each officer shall serve a term of one (1) year and such term may be extended by the Board of Directors or until the officer resigns or is replaced by the Board of Directors.

7.1.1. The Chairman shall preside at all Board of Directors meetings.

7.1.2. The Vice-Chairman shall act in place of the Chairman at meetings, should the Chairman be absent.

7.1.3. The Secretary shall keep minutes of all meetings of the Board of Directors and shall, as soon as possible after each meeting, forward a copy of the minutes to each member and alternate of the Board of Directors. The Secretary of the Board is not required to be a member of the Board of Directors.

7.2 Treasurer. The Agency shall designate a Treasurer from one of the Parties, or in lieu thereof, a certified public accountant that may be selected by the Agency and compensated by the Agency under contract to be the depository and have custody of all the money of the Agency, from whatever source.

7.2.1 The Treasurer shall receive and keep record of all money of the Agency and place it in the treasury of the Agency.

7.2.2 The Treasurer shall be responsible, upon his or her official bond, for the safekeeping and disbursement of all Agency money so managed by him or her.

7.2.3 The Treasurer shall pay, when due, out of money of the Agency, all sums payable on outstanding bonds and coupons of the Agency.

7.2.4 The Treasurer shall pay any other sums due from the Agency from Agency money, or any portion thereof, only upon warrants of the Officer performing the functions of Controller.

7.2.5 The Act requires strict accountability of all funds and reporting of all receipts and disbursements. As such, the Treasurer shall verify and report

in writing quarterly to the Agency the amount of money held by the Agency, the amount of receipts since the last report, and the amount paid out since the last report.

- 7.3 Controller. The Agency shall designate a Controller from the same Party as the designated Treasurer, unless a certified public accountant has been designated as Treasurer. In that case, the Agency shall designate a Controller from one of the Parties. The Controller shall draw warrants to pay demands against the Agency when the demands have been approved by the Agency or any person authorized to so approve.
- 7.4 Legal Counsel. The Board of Directors may hire/appoint legal counsel for the Agency.
- 7.5 Management. In addition to, or in lieu of, hiring employees, the Agency may engage one or more third parties to manage any or all of the business of the Agency on terms and conditions acceptable to the Board of Directors. A third party so engaged may, but need not, be a Party to this Agreement. Any third party so engaged shall have such responsibilities as are set forth in the contract for such third party's services.

## **ARTICLE 8.**

### **QUORUM AND VOTING**

- 8.1 Quorum. A majority of the Board of Directors members constitutes a quorum of the Board of Directors.
- 8.2 Director Votes. Except as set out in Section 8.3, all actions of the Board of Directors must be taken by majority vote of the Board of Directors at the meeting.
- 8.3 Matters Requiring Special Vote of Board of Directors. The following determinations require a two-thirds vote of the then-present Board of Directors:
- 8.3.1 To exercise the GSA enforcement powers identified in Chapter 9 (commencing with section 10732) of SGMA.
  - 8.3.2 To approve initial and annual operating budgets.
  - 8.3.3 To revise the Member Contributions of the Parties.
  - 8.3.4 To impose certain charges, which may include fees, assessments, or both, to fund the cost of the Agency in furthering the purposes of this Agreement, for complying with and as authorized by SGMA, and sustainably managing groundwater within the Central Delta-Mendota Region.

- 8.3.5 To adopt rules, regulations, policies, and procedures governing the adoption and implementation of the GSP for the Central Delta-Mendota Region.
- 8.3.6 To adopt a GSP and any amendments thereto.

**ARTICLE 9.**

**MEETINGS**

- 9.1. The Board of Directors shall hold at least one regular meeting each year and shall provide for other regular meetings and special meetings as it deems necessary. The Board of Directors shall fix the hour, date, and place for its regular meetings. All meetings of the Board of Directors must be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act, which is codified at Chapter 9 (beginning with section 54950) of Part 1 of Division 2 of Title 5 of the Government Code.
- 9.2. The Board of Directors Chairman may appoint, with the concurrence of the majority of the Board of Directors present, such ad hoc or standing committees as may be useful from time to time.
- 9.3. The Secretary of the Board of Directors shall prepare meeting minutes and place them in the records of the Agency.

**ARTICLE 10.**

**FISCAL YEAR & BUDGET**

- 10.1. Fiscal Year. The Fiscal Year of the Agency shall be from March 1 through the last day in February the following year.
- 10.2. Budget. The Board of Directors shall establish an annual budget for the activities authorized by this Agreement. The budget must describe the amounts that the Board of Directors anticipates are required for purposes of the Agreement during each Fiscal Year. Upon its approval of its obligations under the budget, each Party shall have available funding for its share of the Member Contributions to pay directly to the Agency.
- 10.3. The Agency shall not make expenditures or incur liabilities exceeding the amount of the appropriations allowed by the Agency's budget.



- 10.4. The Agency may amend the annual budget as needed subject to the provisions in Article 8 of this Agreement.

## ARTICLE 11.

### MEMBER CONTRIBUTIONS

- 11.1. The Member Contributions for each Party determines the share of Agreement Expenses allocated to each Party, except for any special-purpose contributions or fees owed pursuant to a separate agreement between less than all of the Parties to this Agreement.
- 11.2. Initial Member Contributions. The Member Contributions are established pursuant to the attached Exhibit “C,” which is incorporated herein by this reference. The Member Contributions in Exhibit “C” are deemed adopted by the Board of Directors upon Agency formation and shall supersede any previous fee structure established by the Initial Agreement.
- 11.3. Member Contributions after Adoption of GSP. Upon adoption of an estimated sustainable yield and a sustainability goal under the approved GSP for the Central Delta-Mendota Region, the Board of Directors shall consider recalculating the Member Contribution for each Party. In addition to the existing Member Contributions provided in Exhibit “C”, the Parties further agree to collect information adequate to allow the Board of Directors, by 2023, to develop and levy charges, which may include fees, assessments, or both, consistent with the GSP, which charges may include, but are not limited to, a volumetric groundwater extraction fee within the Central Delta-Mendota Region. Upon adoption of such charges, the Member Contributions in Exhibit “C” may be evaluated and modified. Furthermore, from time to time, the Board of Directors may evaluate the Member Contributions in order to consider new information concerning the relative contribution of each Party with a vote to approve revisions as provided in Section 8.3.3.

## ARTICLE 12.

### WITHDRAWAL AND REMOVAL OF PARTY; TERMINATION OF AGENCY

- 12.1. Withdrawal. Any Party may voluntarily withdraw from this Agreement and the Agency. The withdrawing Party shall give all Parties written notice of such

withdrawal not less than sixty (60) days prior to the withdrawal date. Upon withdrawal, (a) the Agency and the withdrawing Party shall work together with DWR to facilitate the withdrawing Party forming either its own GSA or joining a separate GSA; and (b) the withdrawing Party shall remain subject to the terms of the GSP that is prepared by the Agency so as to not put local management of the Delta-Mendota Subbasin in jeopardy, unless and until the withdrawing Party's service area is covered by a separate GSP approved by DWR. This obligation survives a Party's withdrawal from this Agreement, is for the express benefit of the remaining Parties, and is subject to the indemnification provisions of Article 15 of this Agreement.

- 12.2. Effect of withdrawal. Within thirty (30) days of withdrawal, a withdrawing Party shall pay for all of its financial obligations incurred prior to the withdrawal date pursuant to the terms of this Agreement and any other expenses pursuant to California law. This payment obligation for financial obligations incurred prior to the withdrawal date survives the Party's withdrawal from the Agreement, is for the express benefit of the remaining Parties, and is subject to the indemnification provisions of Article 15 of this Agreement. All financial obligations under this Agreement that are incurred prior to the withdrawal date shall survive after the withdrawal date.
- 12.3. Removal. Any Party may be removed by a two-thirds (2/3<sup>rd</sup>) vote of the Board of Directors, and upon removal shall no longer be a Party of the Agency. A Party so removed shall be liable for payment of such Party's financial obligations incurred up to and including the date of removal as calculated by the Member Contributions described in Article 11.
- 12.4. Termination of Agency. This Agreement may be terminated and the Agency dissolved by unanimous written consent of all Parties, except during the outstanding term of any agency indebtedness. Nothing in this Agreement prevents the Parties from entering into other joint powers agreements.
- 12.5. Disposition of Property and Surplus Money.

12.5.1 The Agency shall be formed and come into existence on the Effective Date and shall continue in existence unless terminated by the governing body of each of the Parties then a Party to this Agreement or at any point in time at

which there ceases to be at least two Parties to this Agreement, at which point in time this Agreement shall be automatically terminated; provided however, that the Agency and this Agreement shall continue to exist for the purpose of disposing of liabilities (“Agency Liabilities”) and distributing funds, property, and other assets (“Agency Assets”), and all other functions necessary to conclude the business of the Agency.

12.5.2 Notwithstanding any other provision herein, this Agreement shall remain in effect and be binding upon the Parties hereto and upon all subsequent Parties joined herein for such a period as the Agency desires to engage in any activities under this Agreement. The foregoing provision shall not apply, however, to any Party that withdraws or is terminated from its participation in the Agency in accordance with this Agreement.

12.5.3 Upon termination of this Agreement, after payment of all Agency Liabilities, any Agency Assets remaining shall be distributed to the Parties in accordance with the Member Contributions identified in Exhibit “C,” and as amended by the Board of Directors. The Agency shall cease to exist when the Agency liabilities are paid and Agency Assets have been distributed according to the provisions contained in this Section, this Agreement generally, and the Act (Gov. Code §6500 *et seq.*).

### **ARTICLE 13.**

#### **ADMISSION OF NEW PARTIES**

13.1. Additional entities that are both “public agencies” under Government Code section 6500 and “local agencies” under Water Code section 10721, subdivision (n), may become signatories of this Agreement upon approval by the Board of Directors of the Agency and approval of the board of the new Party. Upon admission of a new Party, the Board of Directors shall recalculate Member Contributions, subject to section 8.3.3, and update any documents and maps as may be required by DWR.

### **ARTICLE 14.**

#### **PRIOR AGREEMENT INTENT INCORPORATED; RATIFICATION**



- 14.1 It is the intent of the Parties to incorporate the purpose and activities of the Initial Agreement into this Agreement and for the Agency to be the GSA for the Central Delta-Mendota Region.

## **ARTICLE 15.**

### **SEPARATE ENTITY; INDEMNIFICATION**

- 15.1 Separate Entity. In accordance with the Act, the Agency is a public entity separate from the Parties. To the greatest extent permitted by law, unless otherwise specifically agreed to herein by all the Parties as to a specific debt, liability or obligation, the debts, liabilities and obligations of the Agency shall not be the debts, liabilities or obligations of the Parties under Government Code section 6508.1. The Agency shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.
- 15.2 Indemnification. No Party has the power to obligate any other Party hereto and no Party's debt, liability or obligation due any third party may be asserted or collected against the Agency or any individual Party as a result of membership in the Agency through this Agreement. The Agency shall indemnify, defend, and save harmless the Parties, their officers, agents, directors, and employees, from and against any and all claims and losses whatsoever, occurring or resulting to persons, firms, or entities furnishing or supplying work, services, labor, materials or supplies to the Agency in connection with the performance of this Agreement and, except as expressly provided for by law, from any and all claims and losses accruing or resulting to any persons, firm or entity for damage, injury, or death arising out of or in connection with the Agency's performance of its obligations pursuant to this Agreement. The Agency may also acquire such policies of directors and officers liability insurance and in such amounts as the Board of Directors shall deem prudent. The Board of Directors, officers, agents, and employees of the Agency shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. The Board of directors shall not be liable to the Parties to this Agreement for any mistake of judgment or any other action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of Agency funds or failure to invest same. To the

extent authorized by California law, no Director, officer or employee of the Agency shall be responsible for any action made, taken, or omitted by any other Director, officer or employee. Furthermore, each Party shall indemnify, defend, and save harmless the other Parties, their officers, agents, directors, and employees, from and against any and all claims of negligence and/or willful misconduct by the indemnifying Party in performance of this Agreement.

## **ARTICLE 16.**

### **MISCELLANEOUS**

- 16.1 Amendments. This Agreement may not be amended except by a written amendment signed by all of the Parties.
- 16.2 Assignment; Binding on Successors. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the express written consent of the other Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement is null and void. Any approved assignment or delegation must be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Parties under this Agreement then in effect. This Agreement inures to the benefit of, and be binding upon, the successors and permitted assigns of the Parties.
- 16.3 Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts together constitute the same instrument.
- 16.4 Governing Law. This Agreement is governed by the laws of the State of California.
- 16.5 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid, or unenforceable, the remainder of the Agreement remains in effect and the Parties shall make best efforts to replace the unlawful, invalid, or unenforceable part of the Agreement with terms to accomplish the Parties' original intent.
- 16.6 Headings. The titles of sections of this Agreement are for convenience only and no presumption or implication of the intent of the Parties as to the construction of this Agreement shall be drawn from them.

- 16.7 Construction. The final form of this Agreement is the result of the Parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity is not to be resolved by construing the terms of this Agreement against the drafter.
- 16.8 Notices. Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the Parties beneath their signatures on this Agreement, or to such other changed addresses communicated to the Agency and the Parties in writing. For all claims arising from or related to this agreement, nothing in this agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 or Title 1 of the Government Code, beginning with section 810).
- 16.9 Signature Authorization. Each Party represents that the representative executing this Agreement on its behalf has been duly authorized to execute the Agreement on behalf of the Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated next to the signatures attached to this Agreement.

Agency Name: **EAGLE FIELD WATER DISTRICT**

By: 

Name: BARBARA PREIMSBURG

Title: PRESIDENT

Date: 8/28/17

Agency Contact information:

Address: 51170 West Althea Ave, Fresno, CA 93622

Telephone: (209) 364-6149

Fax: (209) 364-6217

Email address: jfb@jfbri.com

Agency Name: **COUNTY OF FRESNO**

By: 

Name: Nathan Magsig

Title: Board of Supervisor

Date: August 20, 2019

Agency Contact information:


Address: 2281 Tulare St. #300, Fresno CA 93721

Telephone: 559-600-5000

Fax: 559-600-1609

Email address: district5@fresnocountyca.gov

ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By   
Deputy

Name: **FRESNO SLOUGH WATER DISTRICT**

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

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

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

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

Agency Contact information:

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

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Agency Name: **COUNTY OF FRESNO**

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

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

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

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

Agency Contact information:

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Name: **FRESNO SLOUGH WATER DISTRICT**

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

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

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

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

Agency Contact information:

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Agency Name: **COUNTY OF MERCED**

By: Lloyd Pereira

Name: Lloyd Pereira

Title: Chairman

Date: JUL 30 2019

Agency Contact information:

Address: 2222 m St. Merced, CA 95340

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Name: **FRESNO SLOUGH WATER DISTRICT**

By: Elizabeth Reeves

Name: Liz Reeves

Title: Manager

Date: 7-8-19

Agency Contact information:

Address: P.O. Box 689 Tranquillity 93668

Telephone: 559-698-7225

Fax: 559-698-5105

Email address: liz@trgid.com

Agency Name: **COUNTY OF MERCED**

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

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

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

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

Agency Contact information:

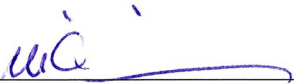
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Agency Name: **MERCY SPRINGS WATER DISTRICT**

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

Name: Michael Linneman

Title: President

Date: August 23, 2019

Agency Contact information:

Address: 52027 West Althea Ave., Firebaugh, CA 93622

Telephone: (209) 364-6136

Fax: (209) 364-6122

Email address: jcadena@panochewd.org



Agency Name: **PACHECO WATER DISTRICT**

By: 

Name: Aaron Barcellos

Title: President

Date: June 13, 2019

Agency Contact information:

Address: 52027 West Althea Ave., Firebaugh, CA 93622

Telephone: (209) 364-6136

Fax: (209) 364-6122

Email address: jcadena@panochewd.org

Agency Name: **PANOCHÉ WATER DISTRICT**

By: 

Name: John Bennett

Title: President

Date: July 9, 2019

Agency Contact information:

Address: 52027 West Althea Ave., Firebaugh, CA 93622

Telephone: (209) 364-6136

Fax: (209) 364-6122

Email address: jcadena@panochewd.org

Agency Name: **SAN LUIS WATER DISTRICT**

By: Con M. Martin

Name: CON M. MARTIN

Title: GENERAL MANAGER

Date: AUGUST 28, 2019

Agency Contact information:

Address: 1015 Sixth St., Los Banos

Telephone: 209-826-4043

Fax: 209-826-0524

Email address: bfenters@SLWD.NET

Agency Name: **SANTA NELLA COUNTY WATER DISTRICT**

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

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

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

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

Agency Contact information:

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Agency Name: **SAN LUIS WATER DISTRICT**

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

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

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

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

Agency Contact information:

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Agency Name: **SANTA NELLA COUNTY WATER DISTRICT**

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

Name: Amy Montgomery

Title: General Manager

Date: 7/23/19

Agency Contact information:

Address: 12931 S Hwy 33 Santa Nella

Telephone: 209-826-0920 CA 95322

Fax: 209-826-8359

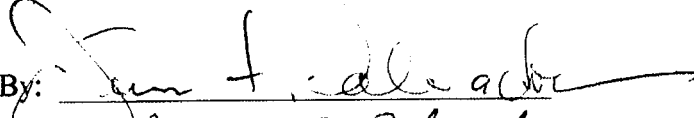
Email address: amontgomery@sn cwd.com

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By:   
Name: Jerome F Salvador  
Title: Board President  
Date: 6-19-19

Agency Contact information:

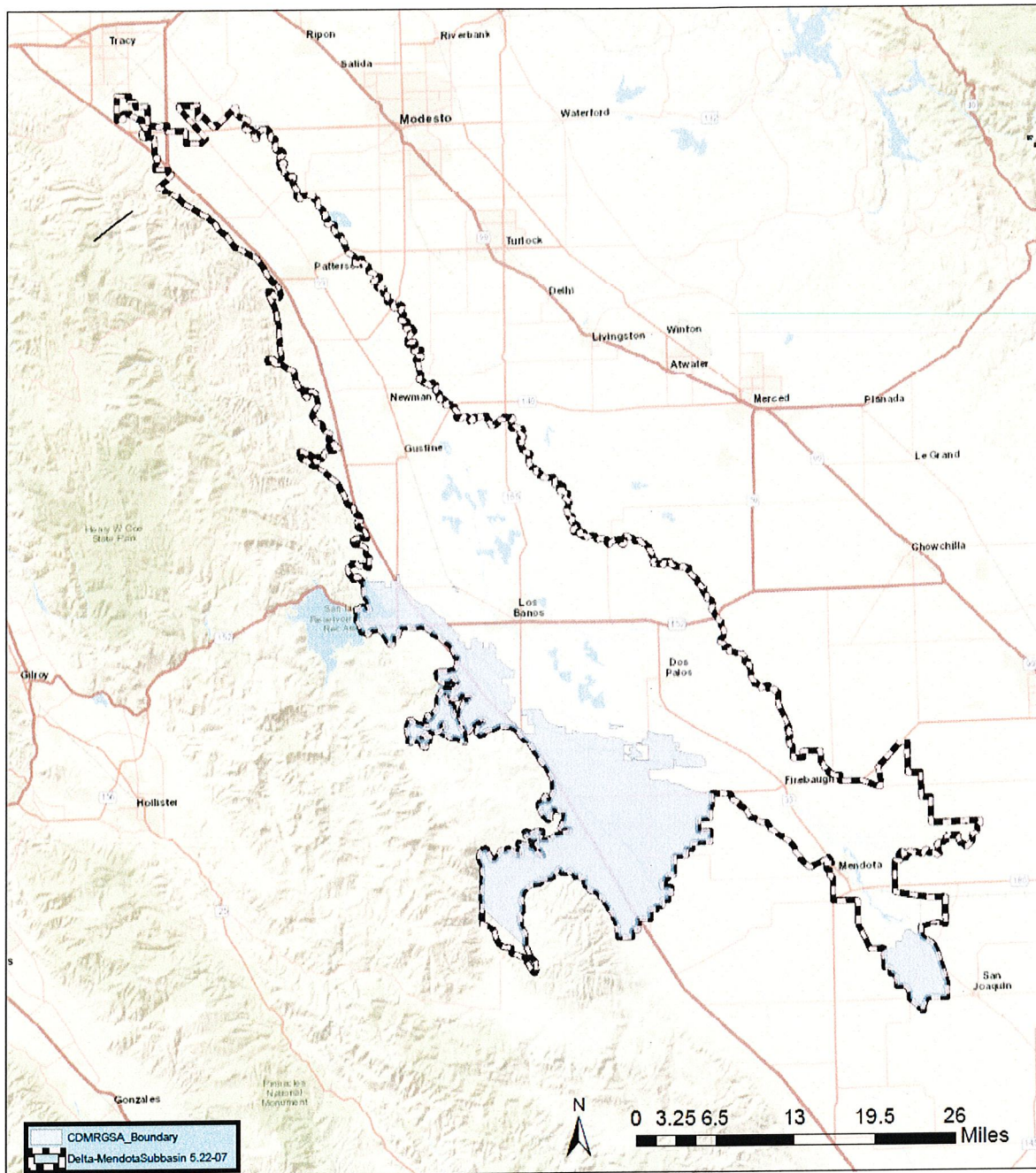
Address: P.O. Box 487 Tranquillity 93668


Telephone: 559-698-7225

Fax: 559-698-5105

Email address: danny@trq.d.com

**EXHIBIT A**  
**MAP OF DELTA-MENDOTA SUBBASIN BOUNDARIES**





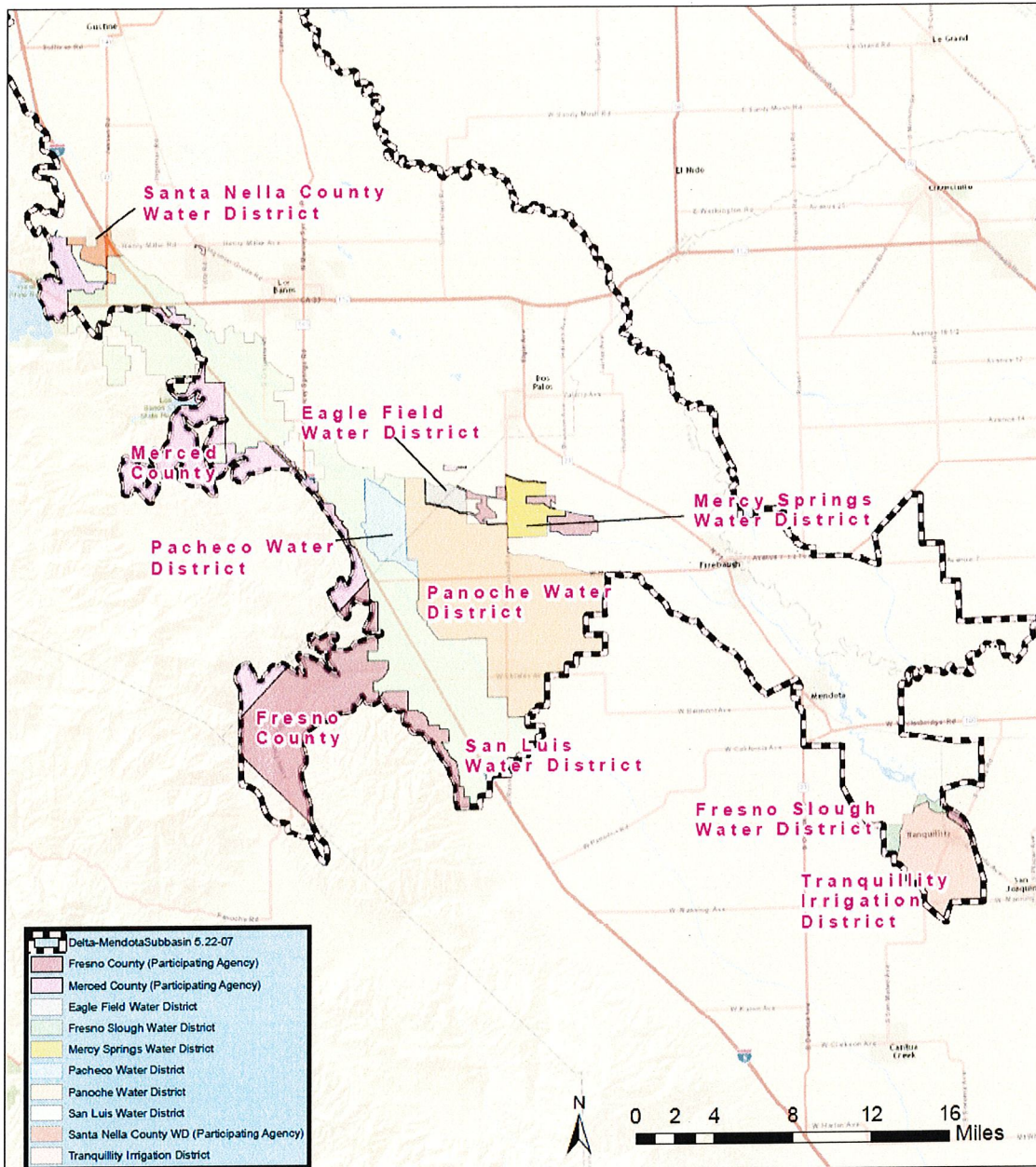
## Delta-Mendota Subbasin

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**EXHIBIT B**

**MAP OF CENTRAL DELTA-MENDOTA REGION BOUNDARIES**



**Central Delta-Mendota Region GSA  
Local Agency Boundaries**

Document Path: X:\Engineering & Planning\Groundwater Management Programs\Sustainability Agency Information\Delta-Mendota Subbasin\Central DM Subbasin GSA\Central DM GSA Boundary.mxd

**EXHIBIT C**  
**CENTRAL DELTA-MENDOTA GSA**  
**MEMBER CONTRIBUTIONS**

| <b>Party Name</b>                 |                    | <b>Member Contributions</b> |
|-----------------------------------|--------------------|-----------------------------|
| <b>Central DM GSA</b>             |                    | <b>(100%)</b>               |
| Eagle Field Water District        | Member             | 10%                         |
| County of Fresno                  | SS-MOA Participant | 10%                         |
| Fresno Slough Water District      | Member             | 10%                         |
| County of Merced                  | SS-MOA Participant | 10%                         |
| Mercy Springs Water District      | Member             | 10%                         |
| Pacheco Water District            | Member             | 10%                         |
| Panoche Water District            | Member             | 10%                         |
| San Luis Water District           | Member             | 10%                         |
| Santa Nella County Water District | SS-MOA Participant | 10%                         |
| Tranquillity Irrigation District  | Member             | 10%                         |



**MEMORANDUM OF UNDERSTANDING REGARDING INCLUSION OF THE PORTION OF  
SAN BENITO COUNTY LOCATED IN THE DELTA-MENDOTA SUBBASIN IN A MULTI-  
AGENCY GROUNDWATER SUSTAINABILITY PLAN**

This Memorandum of Understanding (“MOU”) is entered into by and between the County of San Benito (“County”), a political subdivision of the State of California, and the Central Delta-Mendota Region Multi-Agency Groundwater Sustainability Agency (“Central DM GSA”), each a “Party” and collectively the “Parties.”

**RECITALS**

- A. WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (“SGMA”);
- B. WHEREAS, SGMA requires all groundwater subbasins designated as high or medium priority by the California Department of Water Resources (“DWR”) to manage groundwater in a sustainable manner;
- C. WHEREAS, 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 DWR;
- D. WHEREAS, the Subbasin includes multiple Groundwater Sustainability Agencies (“GSA”) that intend to manage the Subbasin through the development and implementation of multiple different Groundwater Sustainability Plans (“GSP”);
- E. WHEREAS, a small portion of San Benito County lies within the boundaries of the Subbasin (the “Unmanaged De Minimis Area”);
- F. WHEREAS, on February 15, 2017, the local agencies listed on **Exhibit A** entered into an agreement to organize themselves to establish, and once established, to operate a multi-agency GSA – the Central DM GSA – for the Central Delta-Mendota Region, the portion of the Delta-Mendota Subbasin within the jurisdictional area of certain organized local agencies and counties as set forth in the map attached as **Exhibit A**, which jurisdictional area is adjacent to the Unmanaged De Minimis Area;
- G. WHEREAS, on February 24, 2017, the San Benito County Water District Groundwater Sustainability indicated its intent to act as the GSA for certain areas within its jurisdiction, but not for the Unmanaged De Minimis Area;
- H. WHEREAS, on May 23, 2017, the County notified DWR that it did not intend to act as the GSA for the Unmanaged De Minimis Area;

- I. WHEREAS, no groundwater extraction occurs within the Unmanaged De Minimis Area, and the County has not previously conducted groundwater management activities in the Unmanaged De Minimis Area;
- J. WHEREAS, the Unmanaged De Minimis Area is not within the jurisdiction of any GSA;
- K. WHEREAS, so far as is known to the Central DM GSA, all portions of the Delta-Mendota Subbasin other than the Unmanaged De Minimis Area have arranged to be included in a GSP as required by DWR Regulations;
- L. WHEREAS, for purposes of assuring that all land within the Delta-Mendota Subbasin is part of a GSP as required by DWR regulations, the Central DM GSA intends to include the Unmanaged De Minimis Area in the multi-agency GSP it is developing with the GSAs for the Northern Delta-Mendota Region (the “**North and Central Delta-Mendota Region GSP**” or “**North-Central DM GSP**”); and
- M. WHEREAS, it is mutually beneficial to create this MOU to memorialize the Parties’ agreement for the Central DM GSA to include the Unmanaged De Minimis Area in the North-Central DM GSP without changing any basin boundaries to assure that the Delta-Mendota Subbasin meets the requirements of DWR Regulations, while acknowledging that the Unmanaged De Minimis Area does not involve groundwater extraction.

NOW, THEREFORE, the Parties to this MOU do hereby agree as follows:

#### **AGREEMENT**

- 1. Purpose of MOU. The purpose of this MOU is for the Parties to agree to the Central DM GSA’s inclusion of the Unmanaged De Minimis Area in the North-Central DM GSP;
- 2. Responsibilities of the Parties.

Responsibilities of the County under this MOU are as follows:

- a. Continue to be the well permitting agency for all areas within the Unmanaged De Minimis Area.
- b. Share relevant data and information with the Central DM GSA if requested.
- c. Prior to authorizing any groundwater activity in the Unmanaged De Minimis Area, to coordinate with the Central DM GSA to determine the need and approach for GSA-coverage of the Unmanaged De Minimis Area, to provide for any reports and necessary modeling to update the North-Central DM GSP, and to

enter into a cost sharing agreement in the event the Central DM GSA is obligated to incur any costs for such purposes.

- d. Enforce any provisions and requirements contained in the North-Central DM GSP, should the County elect to serve as GSA for the Unmanaged De Minimis Area in the future.

Responsibilities of the Central DM GSA under this MOU are as follows:

- e. Execute any Consultant Contract(s) to undertake inclusion of the Unmanaged De Minimis Area in the North-Central DM GSP.
  - f. Submit the North-Central DM GSP to DWR by the January 31, 2020 statutory deadline.
  - g. In the event the County authorizes any groundwater activity in the Unmanaged De Minimis Area, coordinate with the County to address or resolve the matters outlined in subparagraph 2.c. above.
3. Areas Covered by MOU. This MOU shall have effect in that portion of the County which lies within the jurisdictional boundaries of the Subbasin, as defined in DWR Bulletin 118 and as depicted on the attached Map marked Exhibit "A" hereto and by this reference incorporated into this MOU.
  4. Records. The Central DM GSA shall provide to the County copies of all documents, reports, studies, and other records created as part of preparation of the North-Central DM GSP that will affect or relate to the management of the Unmanaged De Minimis Area. The County shall provide the Central DM GSA with such hydrogeological data in the County's possession as may be requested by the Central DM GSA, copies of any well permits issued (including well completion reports) and any water level measurements taken within the Unmanaged De Minimis Area. The County shall cooperate and coordinate with the Central DM GSA in responding to any requests made by DWR or any other state agency with jurisdiction or under the California Public Records Act regarding records related to groundwater within the Unmanaged De Minimis Area.
  5. Term. This MOU becomes valid and effective immediately upon execution by both Parties hereto and shall remain in effect unless terminated pursuant to Paragraph 11 below.

6. Notices. Any notice, demand, or request made in connection with this MOU must be in writing and will be deemed properly served if sent by United States mail, postage prepaid, or sent by electronic mail, to the addresses specified herein.

San Benito County  
John Guertin  
Resource Management Agency Director  
County of San Benito  
2301 Technology Parkway  
Hollister, CA 95023  
jguertin@cosb.us

Central Delta-Mendota Region GSA  
Aaron Barcellos  
Steering Committee Chairman  
Central Delta-Mendota Subbasin Multi-Agency GSA  
c/o Pacheco Water District  
52027 W. Althea Avenue  
Firebaugh, CA 93622  
aaron@abarag.com

Any Party may change such contact or address by notice given to the other Party as provided herein.

7. Indemnity. To the fullest extent permitted by law, the County shall hold harmless, defend, and indemnify the Central DM GSA, its Steering Committee, and agents, from and against any and all claims, losses, damages, liabilities, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the sole negligence or willful misconduct of the County in its collection and reporting of groundwater data and activity for the Unmanaged De Minimis Area. The Central DM GSA may participate in the defense of any such claim without relieving the County of any obligation hereunder.

To the fullest extent permitted by law, the Central DM GSA shall hold harmless, defend, and indemnify the County, its Board, employees, and agents, from and against any and all claims, losses, damages, liabilities, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the sole negligence or willful misconduct of the Central DM GSA in the satisfaction of its obligations with respect to including the Unmanaged De Minimis Area in the North-Central GSP.

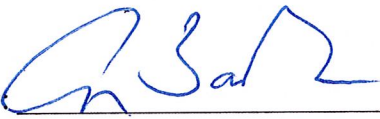
8. Entire Agreement. This MOU shall constitute the entire agreement between the County and the Central DM GSA relating to treatment of the Unmanaged De Minimis Area under SGMA. This MOU supersedes and merges all previous understandings, and all

other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof.

9. Counterparts and Copies. This MOU may be executed in any number of counterparts, each of which may be deemed an original and all of which collectively shall constitute a single instrument. Photocopies, facsimile copies, and PDF copies of this MOU shall have the same force and effect as a wet ink original signature on this MOU.
10. Amendment. This MOU may be amended at any time by written agreement of both Parties.
11. Termination. This MOU may be terminated by either Party at any time. Termination shall not become effective until after the Party not indicating the termination has been duly notified in writing and has been given a one-year period to either transition into or out of the GSA function for the area covered by this MOU.

EXHIBITS: [A – Map of San Benito County Area adjacent to Central Delta-Mendota Region Multi-Agency GSA jurisdiction]

**CENTRAL DELTA-MENDOTA SUBBASIN MULTI-AGENCY GROUNDWATER SUSTAINABILITY AGENCY**

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

Date: 10/17/18 \_\_\_\_\_

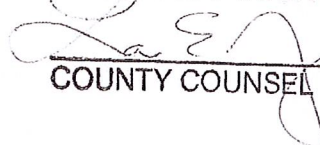
Aaron Barcellos, Steering Committee Chairman

**SAN BENITO COUNTY**

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

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

Anthony Bothelo, Board Chair

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL  
 \_\_\_\_\_ 10/17/2018  
COUNTY COUNSEL DATE

other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof.

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**EXHIBITS:** [A – Map of San Benito County Area adjacent to Central Delta-Mendota Region Multi-Agency GSA jurisdiction]

**CENTRAL DELTA-MENDOTA SUBBASIN MULTI-AGENCY GROUNDWATER SUSTAINABILITY AGENCY**

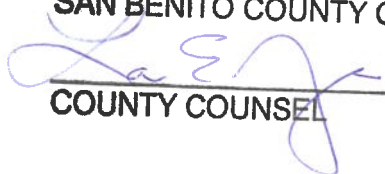
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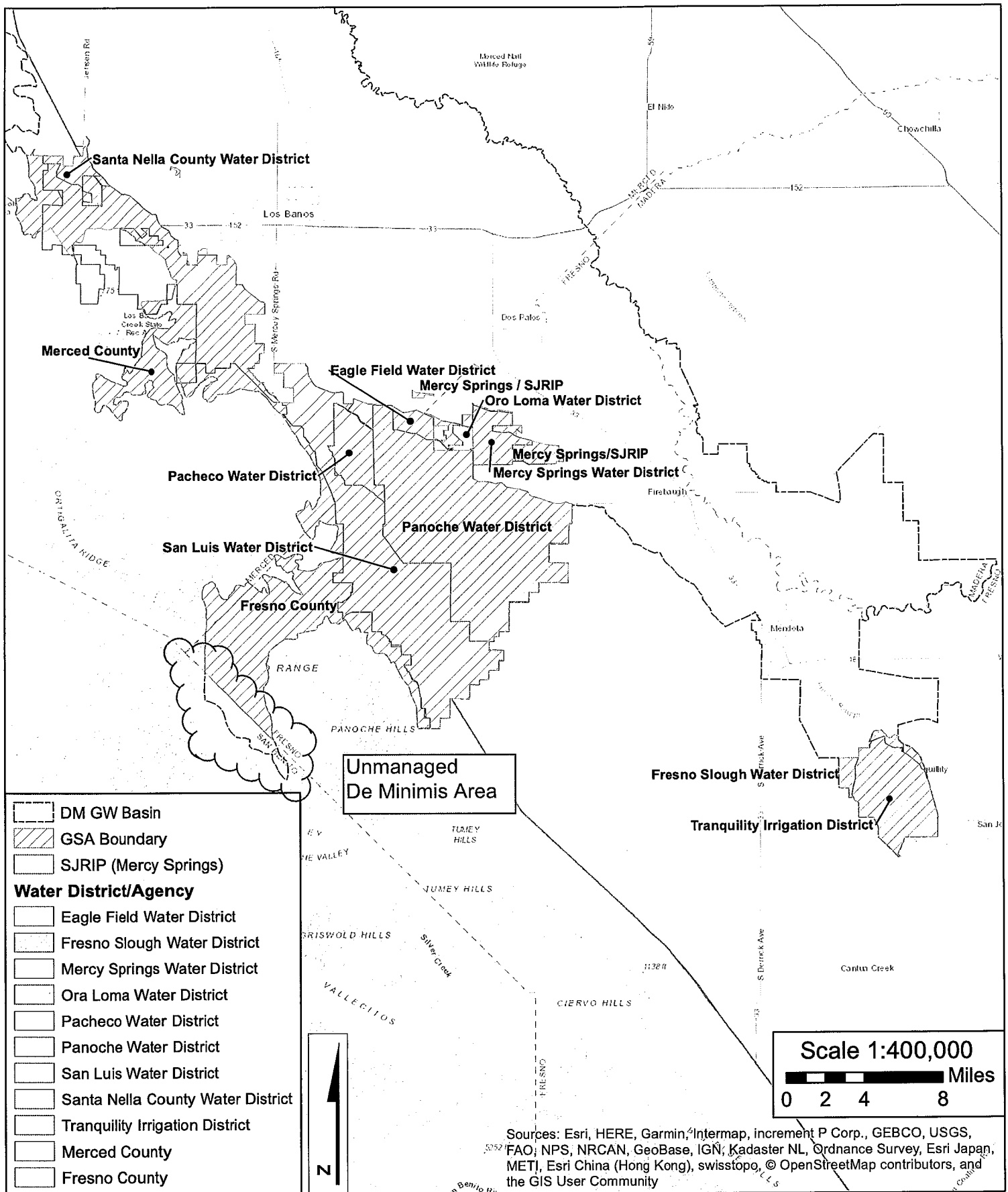
Aaron Barcellos, Steering Committee Chairman

**SAN BENITO COUNTY**

By:  Date: 10/23/18

Anthony Bothelo, Board Chair

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL  
 10/17/2018  
COUNTY COUNSEL DATE



Date:08/28/2018

# Central Delta-Mendota Region Multi-Agency GSA



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

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

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

**1. RECITALS**

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

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

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

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

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

F. The Members 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 Northern Delta-Mendota Region (“Northern DM Region”), as its boundaries may be modified from time to time.

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

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

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

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

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

## **AGREEMENT**

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

### **2. DEFINITIONS**

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

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

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

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

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

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

2.7. **“Authority Operating Costs”** shall mean the Authority’s rent and other occupancy charges, acquisition costs of office furniture and equipment, including telephone, telecopy, photocopy, cost of cars and other vehicles, insurance premiums, salaries and wages of employees including payments in connection with retirement programs and other benefit programs, fees of creditors, lawyers, engineers and other consultants, travel, telephone, telecopy and photocopy expenses and any other general administrative expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. PURPOSE OF AGREEMENT**

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

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

#### **4. ROLE OF AUTHORITY; LIMITS THEREON**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

(c) The Board of Directors shall have the right, upon recommendation of or in consultation with the Management Committee, to act on any claims and to make decisions concerning the prosecution of, defense of, or other participation in actions or proceedings at law brought against the Authority arising from this Activity Agreement.

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

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

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

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

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

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

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

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

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

(f) To assist in developing policies, rules or practices for utilizing the enforcement powers identified in SGMA (Water Code Section 10732), for use by GSAs in the

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

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

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

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

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

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

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

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

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

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

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

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

## **6. ORGANIZATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.6. Powers of Management Committee and Limitations Thereon.

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

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

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

## **7. APPROVAL BY AN ACTIVITY PARTICIPANT OR ACTIVITY PARTICIPANTS**

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

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

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

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

- (a) Approval of a Management Committee-recommended budget;
- (b) Establishing or modifying the Participation Percentage applicable to the Activity Participant.

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

## **8. BUDGETARY RESPONSIBILITIES OF ACTIVITY PARTICIPANTS**

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

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

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

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



**9. ACCOUNTABILITY, REPORTS AND AUDITS**

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

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

**10. AUTHORIZATION TO ALLOCATE OPERATING COSTS**

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

**11. PARTICIPATION PERCENTAGES**

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

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

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

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

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

## **12. SOURCE OF PAYMENTS**

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

## **13. TERM**

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

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

#### **14. WITHDRAWAL FROM FURTHER PARTICIPATION**

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

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

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

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

#### **15. INITIAL MEMBERSHIP/ADMISSION OF NEW MEMBERS**

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

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

## **16. SPECIAL PROJECTS**

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

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

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

## **17. DISPUTE RESOLUTION**

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

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

## **18. INDEMNIFICATION**

### **18.1. Indemnification of Authority and Non-Members.**

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

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

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

### **18.2. Indemnification of Authority and Activity Participants.**

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

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

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

## **19. MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

**ACTIVITY AGREEMENT MEMBERS**

Agency Name: **DEL PUERTO WATER DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

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

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

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

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

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

**ACTIVITY AGREEMENT MEMBERS**

Agency Name: **DEL PUERTO WATER DISTRICT**

By: Anthea G. Hansen

Name: Anthea G. Hansen

Title: General Manager

Date: 3/22/17



SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

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

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

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

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

ACTIVITY AGREEMENT MEMBER

Agency Name: PATTERSON IRRIGATION DISTRICT

By: 

Name: MARC VANDEN

Title: GENERAL MANAGER

Date: 3-16-2017

Agency Name: **PATTERSON IRRIGATION DISTRICT**

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

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

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

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

Agency Name: **WEST STANISLAUS IRRIGATION DISTRICT**

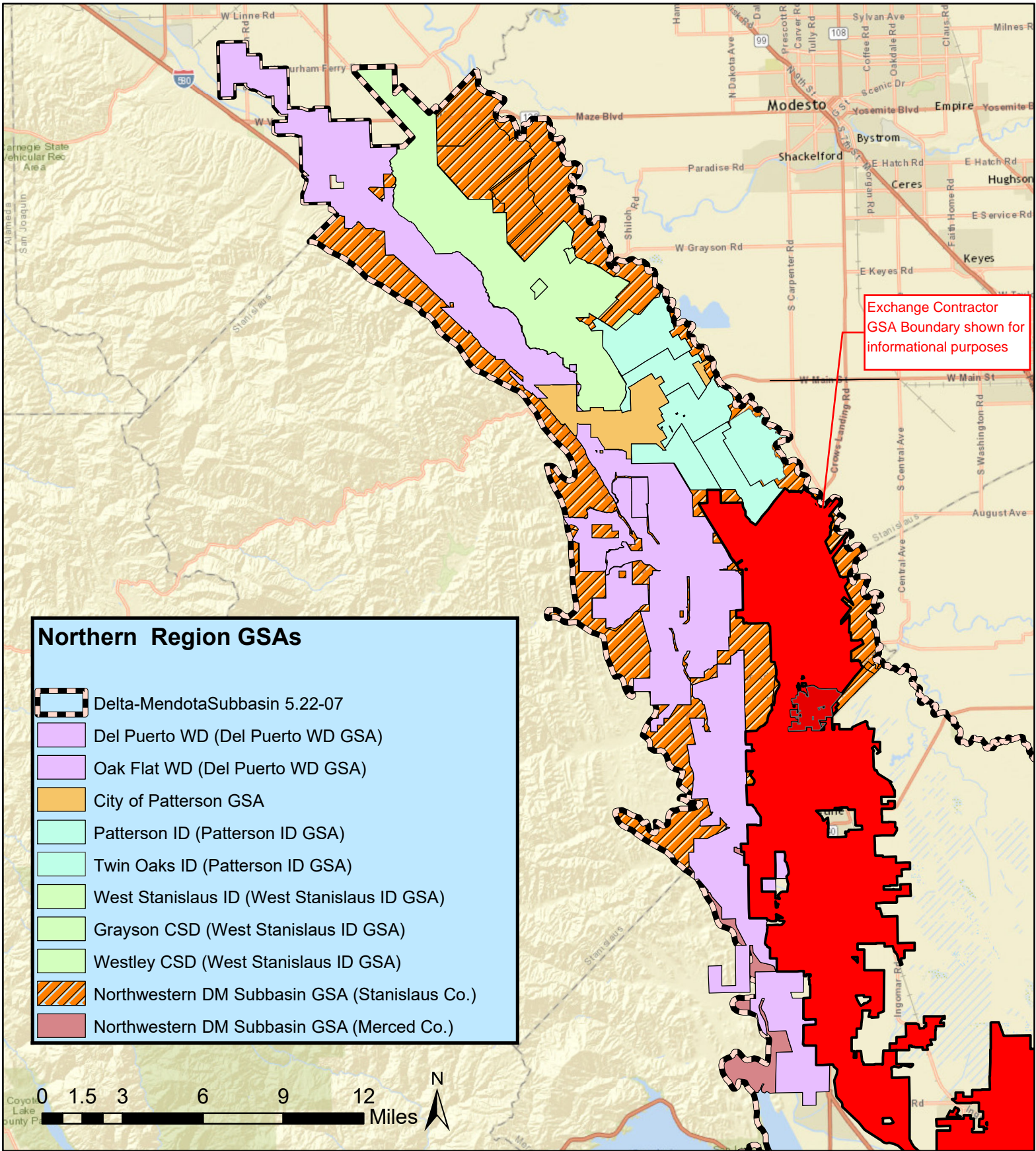
By: Robert Pierce

Name: Robert Pierce

Title: General Manager

Date: 2/24/17

**EXHIBIT “A”**  
**MAP OF NORTHERN DM REGION BOUNDARIES**



# Northern Delta-Mendota Region

**EXHIBIT “B”  
FORM OF SS-MOA**

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

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

**1. RECITALS**

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

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

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

Region that is independent and separate from the Authority.

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

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

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

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

## **AGREEMENT**

NOW, THEREFORE, in consideration of the true and correct facts recited above, and of the covenants, terms and conditions set forth herein, the Authority and the SS-MOA Participant agree as follows:

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

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

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

Section 3. Miscellaneous Provisions.

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

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

3.3. Counterparts. This SS-MOA may be executed by the Authority and the SS-MOA Participant in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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

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

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



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

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

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

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

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

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

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

**SS-MOA PARTICIPANT**

\_\_\_\_\_

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

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

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

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

**EXHIBIT “C”**  
**ACTIVITY PARTICIPANTS’ PARTICIPATION PERCENTAGES**

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

**Dated Effective as of: March 1, 2017**

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

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

This **MEMORANDUM OF AGREEMENT FOR NORTHERN DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES** (“SS-MOA”), is made effective as of April 4, 2017 (the “Effective Date”), by and between the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California (“Authority”), and the County of Stanislaus, a political subdivision of California (“SS-MOA Participant”). Unless expressly and differently defined in this MOA, capitalized terms used in this MOA shall have the meanings set forth in Section 2 of Appendix 1 to this MOA, a copy of which is attached hereto and by this reference incorporated herein.

**1. RECITALS**

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

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

C. The SS-MOA Participant is empowered by statute to exercise

powers under the Act and is or will become either its own groundwater sustainability agency or part of a multi-agency groundwater sustainability agency within the boundaries of the Northern DM Region that is independent and separate from the Authority.

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

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

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

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

## **AGREEMENT**

NOW, THEREFORE, in consideration of the true and correct facts recited above, and of the covenants, terms and conditions set forth herein, the Authority and the SS-MOA Participant agree as follows:

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

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

Section 3. Miscellaneous Provisions.

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

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

3.3. Counterparts. This SS-MOA may be executed by the Authority and the SS-MOA Participant in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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

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

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

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

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

By: Frances C. Mizdugo  
Name: Frances C. Mizdugo  
Title: Assistant Executive Director  
Date: 4/4/17

**SS-MOA PARTICIPANT**

**STANISLAUS COUNTY**

By: Vito Chiesa  
Vito Chiesa  
Chairman of the Board of Supervisors


Date: 3/28/17

**ATTEST:**

By: Elizabeth A. King  
Elizabeth A. King  
Clerk of the Board of Supervisors

Date: 3/28/17

APPROVED AS TO FORM:

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

Thomas E. Boze  
Assistant County Counsel

Date: 3/20/2017

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

This MEMORANDUM OF AGREEMENT FOR NORTHERN DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES (“SS-MOA”), is made effective as of March 7, 2017 (the “Effective Date”), by and between the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California (“Authority”), and the County of Merced, a political subdivision of the State of California (“SS-MOA PARTICIPANT”). Unless expressly and differently defined in this MOA, capitalized terms used in this MOA shall have the meanings set forth in Section 2 of Appendix 1 to this MOA, a copy of which is attached hereto and by this reference incorporated herein.

**1. RECITALS**

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

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

c. The SS-MOA Participant is empowered by statute to exercise powers

Merced County Contract No. 0017028



under the Act and is or will become either its own groundwater sustainability agency or part of a multi-agency groundwater sustainability agency within the boundaries of the Northern DM Region that is independent and separate from the Authority.

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

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

f. The objective of the SS-MOA Participant under this Memorandum of Agreement is to obtain coordinated access to the administrative and technical resources and services available through the Authority and to provide the mechanisms to share the benefits and expenses of obtaining such resources and services for 1) planning, preparation and potential assistance with implementation of a groundwater sustainability plan for the Northern DM Region; and 2) 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 Agreement acting through the Activity Agreement Management Committee (as defined in the Activity Agreement) will have the authority to limit or interfere with the respective participants’ rights and authorities over their own internal matters, including but not limited to, an Activity Participant’s surface water supplies, groundwater supplies, facilities, operations and water management, subject to terms of the Activity Agreement.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the true and correct facts recited above, and of the covenants, terms and conditions set forth herein, the Authority and the SS-MOA Participant agree as follows:

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

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

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

Section 3. Miscellaneous Provisions.

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

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

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

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

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

By: Frances C. Mizumi  
Name: Frances C. Mizumi  
Title: Assistant Executive Director  
Date: 3/14/17

**SS-MOA PARTICIPANT**

County of Merced

By: [Signature]  
Name: Daron McDaniel  
Title: Chairman  
Date: \_\_\_\_\_

Approved as to form:

By: [Signature]  
Name: James N. Fincher **Jeffrey B. Grant**  
Title: Merced County Counsel  
Date: 3/1/17

**APPENDIX 1**

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

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

This **MEMORANDUM OF AGREEMENT FOR NORTHERN DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES** (“SS-MOA”), is made effective as of March 7, 2017 (the “Effective Date”), by and between the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California (“Authority”), and the city of Patterson (“SS-MOA Participant”). Unless expressly and differently defined in this MOA, capitalized terms used in this MOA shall have the meanings set forth in Section 2 of Appendix 1 to this MOA, a copy of which is attached hereto and by this reference incorporated herein.

**1. RECITALS**

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

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

Region that is independent and separate from the Authority.

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

## **AGREEMENT**

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Section 3. Miscellaneous Provisions.

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


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

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

By:   
Name: Frances C. Mizung  
Title: Assistant Executive Director  
Date: 3/23/17

**SS-MOA PARTICIPANT**

City of Patterson

By:   
Name: Ken Irwin  
Title: City Manager  
Date: 3/15/17



**APPENDIX 1**

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

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

This **MEMORANDUM OF AGREEMENT FOR NORTHERN DELTA-MENDOTA REGION SUSTAINABLE GROUNDWATER MANAGEMENT ACT SERVICES** (“SS-MOA”), is made effective as of February 23, 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 Oak Flat Water District, a California Water District (“SS-MOA Participant”). Unless expressly and differently defined in this MOA, capitalized terms used in this MOA shall have the meanings set forth in Section 2 of Appendix 1 to this MOA, a copy of which is attached hereto and by this reference incorporated herein.

**1. RECITALS**

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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.

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

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

3.3. Counterparts. This SS-MOA may be executed by the Authority and the SS-MOA Participant in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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

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

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

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

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

By: Frances C. Mazono  
Name: Frances C. Mazono  
Title: Assistant Executive Director  
Date: 4/12/17

**SS-MOA PARTICIPANT**

**OAK FLAT WATER DISTRICT**

By: Anthea G. Hansen  
Name: Anthea G. Hansen  
Title: General Manager  
Date: February 23, 2017

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

**1. RECITALS**

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

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

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

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

**2. AGREEMENT**

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

- A. In Section 4.4(b) of the Activity Agreement, the date "February 28, 2017" is hereby replaced with the date "April 30, 2017."
- B. In Section 15 of the Activity Agreement, the date "February 28, 2017" is hereby replaced each time it occurs with the date "April 30, 2017," for a total of 3 replacements.
- C. This First Amendment is intended to modify the Activity Agreement "ab initio" such that any Activity Agreement Participant who has executed its respective form of Activity Agreement or Memorandum of Agreement prior to April 30, 2017, has timely acted such that no separate Amendment or procedure for recommendation and approval is required.
- D. The terms of the Activity Agreement as modified by this First Amendment remain in full force and effect.
- E. This Amendment shall become effective upon its execution by an authorized representative of the Water Authority and a majority of the Activity Agreement Members with the consent of the SS-MOA Participants, which consent may be accomplished by execution of the form attached hereto as Exhibit "A".

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

By: Frances C. Mizuno  
Name: Frances C. Mizuno  
Title: Assistant Executive Director  
Date: 5/2/17

**ACTIVITY AGREEMENT MEMBERS**

Agency Name: **DEL PUERTO WATER DISTRICT**

By: Anthea G Hansen

Name: Anthea G Hansen

Title: General Manager

Date: 4/26/17

Agency Name: **PATTERSON IRRIGATION DISTRICT**

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

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

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

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

Agency Name: **WEST STANISLAUS IRRIGATION DISTRICT**

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

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

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

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



**ACTIVITY AGREEMENT MEMBERS**

Agency Name: **DEL PUERTO WATER DISTRICT**

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

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

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

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

Agency Name: **PATTERSON IRRIGATION DISTRICT**

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

Name: MARC N. VANDEN

Title: GENERAL MANAGER

Date: 4-20-17

Agency Name: **WEST STANISLAUS IRRIGATION DISTRICT**

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

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

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

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

**ACTIVITY AGREEMENT MEMBERS**

Agency Name: **DEL PUERTO WATER DISTRICT**

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

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

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

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

Agency Name: **PATTERSON IRRIGATION DISTRICT**

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

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

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

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

Agency Name: **WEST STANISLAUS IRRIGATION DISTRICT**

By: Robert Pierce

Name: Robert Pierce

Title: General Manager

Date: April 21, 2017

**EXHIBIT "A"**

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

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

**SS-MOA PARTICIPANT**

City of Patterson

By: 

Name: Ken Irwin

Title: City Manager

Date: 4/20/17

**EXHIBIT "A"**

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

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

**SS-MOA PARTICIPANT**

Oak Flat Water District

By: Anthea G. Hansen

Name: Anthea G. Hansen

Title: General Manager

Date: 4/26/17

**EXHIBIT "A"**

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

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

**SS-MOA PARTICIPANT**

Stanislaus County

By: 

Name: Stan Risen

Title: Chief Executive Officer

Date: 4/24/17

**EXHIBIT "A"**

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

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

**SS-MOA PARTICIPANT**

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



Name: Daron McDaniel

Title: Chairman, Merced County Board  
of Supervisors

Date: April 28, 2017

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

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

**1. RECITALS**

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

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

such powers.

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

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

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

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

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

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



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

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

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

## **AGREEMENT**

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

### **2 DEFINITIONS**

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

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

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

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

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

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

2.7. **“Authority Operating Costs”** shall mean the Authority’s rent and other occupancy charges, acquisition costs of office furniture and equipment, including telephone, telecopy, photocopy, cost of cars and other vehicles, insurance premiums, salaries and wages of employees including payments in connection with retirement programs and other benefit programs, fees of creditors, lawyers, engineers and other consultants, travel, telephone, telecopy and photocopy expenses and any other general administrative expenses.

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

2.9. **“Board of Directors”** shall mean the Board of Directors of the San Luis & Delta-Mendota Water 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 Region Multi-Agency GSA** shall mean the multi-agency Groundwater Sustainability Agency formed separate and independent from the Authority within the Central DM Region amongst certain Activity Participants.

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

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

Central DM Region.

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. PURPOSE OF AGREEMENT**

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

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

#### **4. ROLE OF AUTHORITY; LIMITS THEREON**

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

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

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

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

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

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

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

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

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

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

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

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

4.4 Powers Reserved to Board of Directors and Limitations Thereon.

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

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

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

(c) The Board of Directors shall have the right, upon recommendation of or in consultation with the Management Committee, to act on any claims and to make decisions concerning the prosecution of, defense of, or other participation in actions or proceedings at law brought against the Authority arising from this Activity Agreement.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

Section 10726.8(f)).

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

## **6. ORGANIZATION**

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

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

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

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

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

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

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

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

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

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

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

(2) To submit to the Activity Participants for consideration by the Central DM Region Multi-Agency GSA and any single-agency GSAs any proposed Central DM Region GSP.

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

(c) The following actions shall require a two-thirds (2/3) vote of a quorum of the Management Committee:

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

Authority's budget for the next March 1 fiscal year.

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

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

(4) To provide recommendations to Activity Participants for consideration by the a single agency GSA or the Central DM Region Multi-Agency GSA regarding imposing fees authorized by SGMA to fund the cost of complying with SGMA, and sustainably managing groundwater within the Central DM Region;

(5) To propose rules, regulations, policies and procedures recommended to the Activity Participants for consideration by a single-agency GSA or the Central DM Region Multi-Agency GSA governing the adoption and implementation of a GSP as authorized by Chapter 5 of SGMA.

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

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

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

6.6 Powers of Management Committee and Limitations Thereon.

(a) Except for those matters reserved to the Board of Directors or for which the approval of the Activity Participants is required by the terms of this Activity Agreement,

the Management Committee shall undertake all actions necessary for carrying out the Activity Agreement, including but not limited to setting policy or practices for the Activity Agreement and under SS-MOAs; making budget recommendations in conjunction with the Executive Director and/or the Assistant Executive Director of the Authority or any Authority staff or consultant designated to manage the Activity Agreement; determining the recommended basis for calculation of the Participation Percentages for each fiscal year, and the timing required for payments of obligations hereunder; employing consultants and otherwise authorizing expenditure of Activity Agreement funds within the parameters of the budget approved by the Authority; developing and implementing guidelines, rules or regulations; and such other actions as shall be reasonably necessary or convenient to the purposes of the Activity Agreement.

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

## **7. APPROVAL BY AN ACTIVITY PARTICIPANT OR ACTIVITY PARTICIPANTS**

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

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

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

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

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

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

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

## **8. BUDGETARY RESPONSIBILITIES OF ACTIVITY PARTICIPANTS**

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

8.1 Initial Budget. To initially fund the budget for this Activity Agreement, the Activity Participants agree to contribute a total of \$51,447.82 in equal shares. In the event the Activity Participants have contributed initial funding for purposes of the Activity Agreement through a separate form of agreement, then the amounts paid under such agreement shall be credited against the initial costs for all Activity Participants required by this Section, with appropriate adjustments for any overpayments.

8.2 Budget to Actual Adjustments. The Authority shall true up budgeted amounts collected from the Activity Participants to actual expenditures annually following the end of

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

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

## **9. ACCOUNTABILITY, REPORTS AND AUDITS**

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

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

## **10. AUTHORIZATION TO ALLOCATE OPERATING COSTS**

Each Activity Agreement Member has entered into an Administration Agreement which authorizes an agreement by and among the Authority and any of its Members to provide for undertaking and sharing costs and benefits of any authorized activity of the Authority. The Authority and the Activity Participants agree that all Activity Agreement Expenses incurred by the Authority under this Agreement are the costs of the Activity Participants, and not of the

Authority, and shall be paid by the Activity Participants; provided, however, that this Section shall not preclude the Activity Agreement Members from accepting voluntary contributions from other members of the Authority or other interested parties, and applying such contributions to the purposes hereof. Each SS-MOA Participant shall agree to pay its allocated share of Activity Agreement Expenses and Authority Operating Costs assigned to this Activity Agreement pursuant to the SS-MOA signed by such SS-MOA Participant.

## **11. PARTICIPATION PERCENTAGES**

The participation percentage for each Activity Participant shall be utilized to determine the share of Activity Agreement Expenses allocated to each Activity Participant.

11.1 Initial Participation Percentages. The approach to establishing Participation Percentages shall be determined by the Activity Participants prior to March 1, 2017. Until the adoption of the Central DM Region GSP, the Participation Percentages may be evaluated by the Management Committee from time to time, including to consider new information concerning the relative contribution or responsibility of each Activity Participant towards achieving the sustainability goal established in the GSP, with a vote to recommend revisions as provided in Section 6.4(c). Any such Management Committee-recommended revisions shall be presented to the Activity Participants for approval as provided in Section 7.2.

11.2 Participation Percentages After GSP Adoption. Upon adoption of an estimated sustainable yield and a sustainability goal for the Central Delta-Mendota Region in the GSP, the Management Committee shall consider recalculating the Participation Percentage for each Activity Participant, which shall be at least partially based on an allocation of each Activity Participant's relative contribution or responsibility towards achieving the sustainability goal established in the GSP. The Management Committee-recommended recalculation shall be presented to the Activity Participants for approval as provided in Section 7.2. The Participation Percentages may continue to be evaluated by the Management Committee from time to time, in order to consider new information concerning the relative contribution or responsibility of each Activity Participant towards achieving the sustainability goal established in the GSP, with a vote to recommend revisions as provided in Section 6.4(c)(2). Any such Management Committee-recommended revisions shall also be presented to the Activity Participants for approval as



provided in Section 7.2(b).

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

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

## **12. SOURCE OF PAYMENTS**

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

## **13. TERM**

This Activity Agreement shall take effect on the Effective Date first above identified. This Activity Agreement shall remain in full force and effect until this Activity Agreement is amended, rescinded or terminated by the Authority and the Activity Agreement Members, with

approval from the SS-MOA Participants.

#### **14. WITHDRAWAL FROM FURTHER PARTICIPATION**

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

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

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

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

#### **15. INITIAL MEMBERSHIP/ADMISSION OF NEW MEMBERS**

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

an SS-MOA with the Authority, subject to this Activity Agreement.

## **16. SPECIAL PROJECTS**

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

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

16.3 Special Project Participants shall hold the Authority and each Activity Participant that is not a member of the Special Project Agreement free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from the Special Project Agreement. The indemnification obligation of Special Project Participants arising from the Special Project Agreement shall be the same as specified in Section 18 for Activity Participants in general, except that it shall be limited to the costs, losses, damages, claims and liabilities arising from the Special Project Agreement.

## **17. DISPUTE RESOLUTION**

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

judicial resolution of their disputes.

## **18. INDEMNIFICATION**

### **18.1 Indemnification of Authority and Non-Members.**

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

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

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

### **18.2 Indemnification of Authority and Activity Participants.**

(a) Any Activity Participant that withdraws or is deemed to have withdrawn from the Activity Agreement or SS-MOA agrees that it shall indemnify the Authority and all other Activity Participants from costs, losses, damages, claims or liabilities incurred as of the date of its withdrawal or arising from its withdrawal or deemed withdrawal from the Activity Agreement or SS-MOA, respectively; without increasing the indemnification obligation of other

Activity Participants.

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

## **19. MISCELLANEOUS**

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

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

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

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

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

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

IN WITNESS WHEREOF, the Members and the Authority have executed this

Activity Agreement as of the date appearing next to their respective signature lines.

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

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

**ACTIVITY AGREEMENT MEMBERS**

Agency Name: **EAGLE FIELD WATER DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Agency Name: **MERCY SPRINGS WATER DISTRICT**

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


Activity Agreement as of the date appearing next to their respective signature lines.

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACTIVITY AGREEMENT MEMBERS**

Agency Name: **EAGLE FIELD WATER DISTRICT**

By:   
Name: BARBARA PREIMBERG  
Title: PRESIDENT  
Date: 03/01/2012

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Agency Name: **MERCY SPRINGS WATER DISTRICT**

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

Activity Agreement as of the date appearing next to their respective signature lines.

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

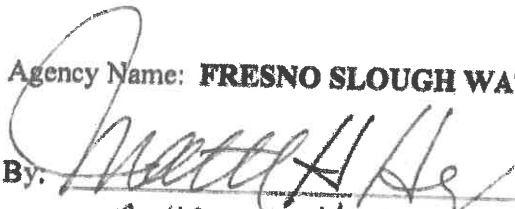
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACTIVITY AGREEMENT MEMBERS**

Agency Name: **EAGLE FIELD WATER DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

By:   
Name: Matthew Shirley  
Title: Board President  
Date: Jan 23, 2017

Agency Name: **MERCY SPRINGS WATER DISTRICT**

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



Activity Agreement as of the date appearing next to their respective signature lines.

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

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

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

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

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

**ACTIVITY AGREEMENT MEMBERS**

Agency Name: **EAGLE FIELD WATER DISTRICT**

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

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

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

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

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

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

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

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

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

Agency Name: **MERCY SPRINGS WATER DISTRICT**

By: 

Name: Michael Linneman

Title: President  
Date: February 27, 2017

**Agency Name: ORO LOMA WATER DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Agency Name: PACHECO WATER DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Agency Name: PANOCHÉ WATER DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Agency Name: SAN LUIS WATER DISTRICT**

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

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

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

**Agency Name: ORO LOMA WATER DISTRICT**

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

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

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

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

**Agency Name: PACHECO WATER DISTRICT**

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

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

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

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

**Agency Name: PANOCHÉ WATER DISTRICT**

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

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

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

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

**Agency Name: SAN LUIS WATER DISTRICT**

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

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

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

**Agency Name: ORO LOMA WATER DISTRICT**

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

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

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

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

**Agency Name: PACHECO WATER DISTRICT**

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

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

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

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

**Agency Name: PANOCHÉ WATER DISTRICT**

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

Name: *John Bennett*

Title: *President*

Date: *3/8/17*

**Agency Name: SAN LUIS WATER DISTRICT**

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

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

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

Agency Name: **ORO LOMA WATER DISTRICT**

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

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

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

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

Agency Name: **PACHECO WATER DISTRICT**

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

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

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

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

Agency Name: **PANOCHE WATER DISTRICT**


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

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

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

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

Agency Name: **SAN LUIS WATER DISTRICT**

By: 

Name: Bill Diedrich

Title: President

Date: 3-6-17

Agency Name: **SANTA NELLA COUNTY WATER DISTRICT**

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

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

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

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

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

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

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

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

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

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

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

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

Agency Name: **SANTA NELLA COUNTY WATER DISTRICT**

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

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

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

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

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By: 

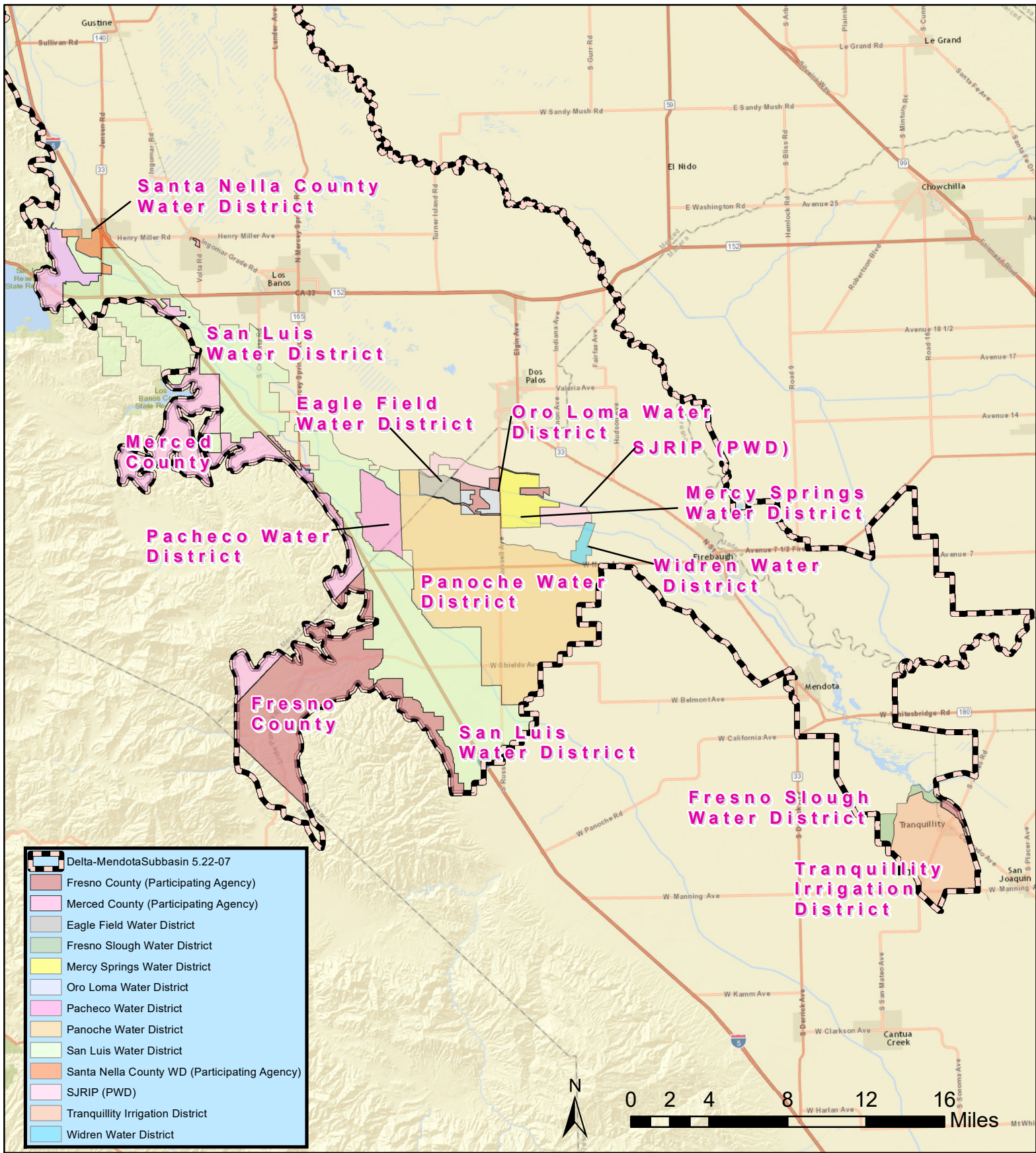
Name: Jerome E. Salvador

Title: Board President

Date: 2/15/17

**EXHIBIT “A”**  
**MAP OF CENTRAL DM REGION BOUNDARIES**





# Central Delta-Mendota Region Boundaries

**EXHIBIT "B"**  
**FORM OF CENTRAL DM REGION SS-MOA**

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

This MEMORANDUM OF AGREEMENT FOR CENTRAL DELTA-MENDOTA REGION GROUNDWATER MANAGEMENT ACT SERVICES (“SS-MOA”), is made effective as of February 15, 2017 (the “Effective Date”), by and between the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California (“Authority”), and \_\_\_\_\_, a \_\_\_\_\_ (“SS-MOA Participant”). Unless expressly and differently defined in this MOA, capitalized terms used in this MOA shall have the meanings set forth in Section 2 of Appendix 1 to this MOA, a copy of which is attached hereto and by this reference incorporated herein.

**1. RECITALS**

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

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

c. The SS-MOA Participant is empowered by statute to exercise powers

under the Act and is or will become either its own groundwater sustainability agency or part of a multi-agency groundwater sustainability agency within the boundaries of the Central DM Region that is independent and separate from the Authority.

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

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

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

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

## **AGREEMENT**

NOW, THEREFORE, in consideration of the true and correct facts recited above, and of the covenants, terms and conditions set forth herein, the Authority and the SS-MOA Participant

agree as follows:

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

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

Section 3. Miscellaneous Provisions.

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

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

3.3 Counterparts. This SS-MOA may be executed by the Authority and the SS-MOA Participant in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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

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

affected thereby.

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

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

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

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

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

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

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

**SS-MOA PARTICIPANT**

\_\_\_\_\_

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

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

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

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

**APPENDIX 1**

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

**EXHIBIT “C”  
CENTRAL DM REGION  
ACTIVITY PARTICIPANT PARTICIPATION PERCENTAGES**

| <b>Agency/GSA Name</b>                    | <b>Participation Status</b> | <b>Participation Percentage</b> | <b>GSA Total Allocation</b> |
|---|-----------------------------|---------------------------------|-----------------------------|
| <b>Central DM Region Multi-Agency GSA</b> |                             |                                 | <b>94%</b>                  |
| Eagle Field Water District                | Member                      | 6% GSA Allocation               |                             |
| Fresno County                             | SS-MOA Participant          | 12.5% GSA Allocation            |                             |
| Fresno Slough Water District              | Member                      | 6% GSA Allocation               |                             |
| Merced County                             | SS-MOA Participant          | 8.8% GSA Allocation             |                             |
| Mercy Springs Water District              | Member                      | 7.1% GSA Allocation             |                             |
| Oro Loma Water District                   | Member                      | 6% GSA Allocation               |                             |
| Pacheco Water District                    | Member                      | 6.6% GSA Allocation             |                             |
| Panoche Water District                    | Member                      | 14.5% GSA Allocation            |                             |
| San Luis Water District                   | Member                      | 18.5% GSA Allocation            |                             |
| Santa Nella County Water District         | SS-MOA Participant          | 6% GSA Allocation               |                             |
| Tranquillity Irrigation District          | Member                      | <u>8%</u> GSA Allocation        |                             |
|   |                             | 100%                            |                             |
| <b>Widren Water District GSA</b>          |                             |                                 | <b>6%</b>                   |
| Widren Water District                     | SS-MOA Participant          | 100% GSA Allocation             | <u>        </u>             |
|   |                             |                                 | 100%                        |

**Dated Effective as of: March 1, 2017**





**Central Delta-Mendota Region  
SGMA Services Activity Agreement/MOA  
Cost Share**

By: AJG  
CHKD:-  
Date: 2/16/2017

|  |  |                                   |                      |                                | Current Year Projected Costs |                     | \$560,600.50        |
|--|--|-----------------------------------|----------------------|--------------------------------|------------------------------|---------------------|---------------------|
| Central Delta-Mendota Region Cost Allocation | Central DM Multi-Agency GSA              | Agency                            | Service Area (acres) | % of Central DM Region Acreage | GSA Total Allocation         | Contribution %      | Projected Costs     |
|  |  | Eagle Field Water District        | 1,325                | 0.80%                          | 94%                          | 6.0%                | \$31,617.87         |
|  |  | Fresno County                     | 29,728               | 17.93%                         |                              | 12.5%               | \$65,758.80         |
|  |  | Fresno Slough Water District      | 1,459                | 0.88%                          |                              | 6.0%                | \$31,617.87         |
|  |  | Merced County                     | 14,176               | 8.55%                          |                              | 8.8%                | \$46,322.90         |
|  |  | Mercy Springs Water District      | 6,945                | 4.19%                          |                              | 7.1%                | \$37,286.06         |
|  |  | Oro Loma Water District           | 1,258                | 0.76%                          |                              | 6.0%                | \$31,617.87         |
|  |  | Pacheco Water District            | 4,999                | 3.02%                          |                              | 6.6%                | \$34,854.07         |
|  |  | Panoche Water District            | 38,317               | 23.12%                         |                              | 14.5%               | \$76,492.79         |
|  |  | San Luis Water District           | 55,316               | 33.37%                         |                              | 18.5%               | \$97,737.06         |
|  |  | Santa Nella County Water District | 1,488                | 0.90%                          |                              | 6.0%                | \$31,617.87         |
|  |  | Tranquillity Irrigation District  | 10,750               | 6.49%                          |                              | 8.0%                | \$42,041.31         |
|  | <i>Central DM Multi-Agency GSA Total</i> | <i>165,761</i>                    | <i>100%</i>          | <i>100%</i>                    |                              | <i>\$526,964.47</i> |                     |
| Widren GSA                                   |  |                                   |                      | 6%                             |                              |                     |                     |
| <i>Widren GSA Total</i>                      | <i>877</i>                               | <i>0.53%</i>                      |                      | <i>6%</i>                      | <i>\$33,636</i>              |                     |                     |
| <b>Central DM Sub-Basin Region Total</b>     |  |                                   | <b>166,638</b>       |                                | <b>100%</b>                  |                     | <b>\$560,600.50</b> |

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

This MEMORANDUM OF AGREEMENT FOR CENTRAL DELTA-MENDOTA REGION GROUNDWATER MANAGEMENT ACT SERVICES (“SS-MOA”), is made effective as of February 15, 2017 (the “Effective Date”), by and between the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California (“Authority”), and the County of Fresno, a political subdivision of the State of California (“SS-MOA Participant”). Unless expressly and differently defined in this MOA, capitalized terms used in this MOA shall have the meanings set forth in Section 2 of Appendix 1 to this MOA, a copy of which is attached hereto and by this reference incorporated herein.

**1. RECITALS**

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

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

c. The SS-MOA Participant is empowered by statute to exercise powers

under the Act and is or will become either its own groundwater sustainability agency or part of a multi-agency groundwater sustainability agency within the boundaries of the Central DM Region that is independent and separate from the Authority.

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

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

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

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

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the true and correct facts recited above, and of the covenants, terms and conditions set forth herein, the Authority and the SS-MOA Participant

agree as follows:

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

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

Section 3. Miscellaneous Provisions.

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

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

3.3 Counterparts. This SS-MOA may be executed by the Authority and the SS-MOA Participant in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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

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

affected thereby.

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

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

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

By: *Frances C. Mipuzio*  
Name: Frances C. Mipuzio  
Title: Assistant Executive Director  
Date: March 30, 2017

**SS-MOA PARTICIPANT**

COUNTY OF FRESNO

*Brian Pacheco*  
Brian Pacheco, Chairman  
Board of Supervisors

ATTEST:  
Bernice E. Seidel, Clerk  
Board of Supervisors

By: *Rosemary Seidel*  
Deputy

REVIEWED AND RECOMMENDED  
FOR APPROVAL

*Steven E. White*  
By: Steven E. White, Director  
Department of Public Works and  
Planning

APPROVED AS TO ACCOUNTING FORM  
Oscar J. Garcia, CPA  
Auditor-Controller/ Treasurer-Tax Collector

By: *Oscar J. Garcia*  
Deputy

APPROVED AS TO LEGAL FORM  
Daniel C. Cederborg  
County Counsel

By: *Daniel C. Cederborg*  
Deputy

FOR ACCOUNTING USE ONLY  
Fund: 0001  
Subclass 10000  
Org. No 4360-1250  
Account 7295

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

This MEMORANDUM OF AGREEMENT FOR CENTRAL DELTA-MENDOTA REGION GROUNDWATER MANAGEMENT ACT SERVICES (“SS-MOA”), is made effective as of March 7, 2017 (the “Effective Date”), by and between the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California (“Authority”), and the County of Merced, a political subdivision of the State of California (“SS-MOA Participant”) Unless expressly and differently defined in this MOA, capitalized terms used in this MOA shall have the meanings set forth in Section 2 of Appendix 1 to this MOA, a copy of which is attached hereto and by this reference incorporated herein.

**1. RECITALS**

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

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

c. The SS-MOA Participant is empowered by statute to exercise powers

Merced County Contract No. 2017033

under the Act and is or will become either its own groundwater sustainability agency or part of a multi-agency groundwater sustainability agency within the boundaries of the Central DM Region that is independent and separate from the Authority.

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

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

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

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

## **AGREEMENT**

NOW, THEREFORE, in consideration of the true and correct facts recited above, and of the covenants, terms and conditions set forth herein, the Authority and the SS-MOA Participant

agree as follows:

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

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

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

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

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


By:   
Name: Frances C. Mizuno  
Title: Assistant Executive Director  
Date: 3/14/17

**SS-MOA PARTICIPANT**

County of Merced

By:   
Name: Daron McDaniel  
Title: Chairman  
Date: \_\_\_\_\_

Approved as to form:

By:   
Name: James N. Fincher **Jeffrey B. Grant**  
Title: Merced County Counsel  
Date: 3/11/17

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

This MEMORANDUM OF AGREEMENT FOR CENTRAL DELTA-MENDOTA REGION GROUNDWATER MANAGEMENT ACT SERVICES (“SS-MOA”), is made effective as of February 15, 2017 (the “Effective Date”), by and between the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California (“Authority”), and SANTA NELLA COUNTY WATER DISTRICT (“SS-MOA Participant”) Unless expressly and differently defined in this MOA, capitalized terms used in this MOA shall have the meanings set forth in Section 2 of Appendix 1 to this MOA, a copy of which is attached hereto and by this reference incorporated herein.

**1. RECITALS**

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

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

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

**SS-MOA PARTICIPANT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

and no presumption or implication of the intent of the SS-MOA Participant and the Authority as to the construction of this SS-MOA shall be drawn therefrom.

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

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

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

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

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

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

**SS-MOA PARTICIPANT**

Santa Nella County Water District

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

Name: Amy Montgomery

Title: General Manager

Date: February 15, 2017

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

This MEMORANDUM OF AGREEMENT FOR CENTRAL DELTA-MENDOTA REGION GROUNDWATER MANAGEMENT ACT SERVICES (“SS-MOA”), is made effective as of February 15, 2017 (the “Effective Date”), by and between the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California (“Authority”), and WIDEN WATER DISTRICT<sup>a</sup> \_\_\_\_\_ (“SS-MOA Participant”). Unless expressly and differently defined in this MOA, capitalized terms used in this MOA shall have the meanings set forth in Section 2 of Appendix 1 to this MOA, a copy of which is attached hereto and by this reference incorporated herein.

**1. RECITALS**

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

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

c. The SS-MOA Participant is empowered by statute to exercise powers

under the Act and is or will become either its own groundwater sustainability agency or part of a multi-agency groundwater sustainability agency within the boundaries of the Central DM Region that is independent and separate from the Authority.

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

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

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

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

### **AGREEMENT**

NOW, THEREFORE, in consideration of the true and correct facts recited above, and of the covenants, terms and conditions set forth herein, the Authority and the SS-MOA Participant



agree as follows:

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

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

Section 3. Miscellaneous Provisions.

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

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

3.3 Counterparts. This SS-MOA may be executed by the Authority and the SS-MOA Participant in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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

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

affected thereby.

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

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

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

By: Frances C. Miryjo  
Name: Frances C. Miryjo  
Title: Assistant Executive Director  
Date: March 30, 2017

**SS-MOA PARTICIPANT**

By: Jean Sauspe  
Name: JEAN SAUSPE  
Title: Gen Manager  
Date: 3-23-17

**FIRST AMENDMENT TO  
CENTRAL DELTA-MENDOTA REGION  
SUSTAINABLE GROUNDWATER MANAGEMENT ACT  
SERVICES ACTIVITY AGREEMENT  
AND CONSENT OF SS-MOA PARTICIPANTS**

**1. RECITALS**

A. The San Luis & Delta-Mendota Water Authority (“Authority”) and Eagle Field Water District; Mercy Springs Water District; Pacheco Water District; Panoche Water District; San Luis Water District; Tranquillity Irrigation District; and Fresno Slough Water District, its members who have executed that certain Central Delta-Mendota Region Sustainable Groundwater Management Act (“SGMA”) Services Activity Agreement (the “Activity Agreement Members” and “Activity Agreement,” respectively contemplated participation by the Oro Loma Water District, which initially authorized execution of the Activity Agreement and was included as an Activity Agreement Member on the Final 2-10-2017 Agreement executed by the other parties.

B. Oro Loma Water District subsequently rescinded that authorization and never executed the Activity Agreement.

C. The Activity Agreement imposed a deadline of February 28, 2017, as the date by which all Activity Agreement Members and SS-MOA Participants must execute their respective agreements or receive additional approvals to participate.

D. Not all of the contemplated initial Activity Agreement Members were able to act by the February 28, 2017 deadline for participation as initial members.

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

F. The Authority and Activity Agreement Members desire to amend the Agreement so that the Oro Loma Water District is not mentioned in the Activity Agreement; is omitted from the Exhibit "A" map describing the boundaries of the Activity Agreement Participants; and is not assigned a Participation Percentage under Exhibit "C" to the Activity Agreement so that the Participation Percentages are allocated only to the Activity Agreement Members and SS-MOA Participants.

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

H. The Authority and the Activity Agreement Members also desire to correct a clerical error by eliminating the signature block on the Activity Agreement for the Santa Nella County Water District, which is not an Activity Agreement Member but has signed a Memorandum of Agreement and is a SS-MOA Participant.

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

### AGREEMENT

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

2. AMENDMENTS TO REMOVE PARTICIPATION BY ORO LOMA WATER DISTRICT.

2.1. Introductory Paragraph of Activity Agreement. The name "Oro Loma Water District" is omitted from the listing of Authority Members who execute this Agreement.

2.2. Oro Loma Signature Block. The signature block for Oro Loma Water District is deleted from the Activity Agreement.

6-22-2017

2.3. Exhibit "A" Replaced. The map attached to the Activity Agreement as Exhibit "A" that included Oro Loma Water District is hereby replaced with Exhibit "A" attached to this First Amendment.

2.4 Exhibit C, Participation Percentages Replaced. The Participation Percentages attached to the Activity Agreement as Exhibit "C" is hereby superseded and replaced by Exhibit "C" attached to this First Amendment, omitting Oro Loma Water District and reallocating participation percentages among the remaining Activity Agreement Participants.

3. AMENDMENTS TO TREAT AS INITIAL ACTIVITY AGREEMENT PARTICIPANTS ACTIVITY AGREEMENT MEMBERS AND SS-MOA PARTICIPANTS WHO EXECUTED THEIR RESPECTIVE FORMS OF AGREEMENT PRIOR TO APRIL 30, 2017

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

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

4. AMENDMENT TO CORRECT CLERICAL ERROR

The signature block for Santa Nella County Water District was included because of clerical error and is hereby deleted from the Activity Agreement.

5. EFFECT & EFFECTIVE DATE OF FIRST AMENDMENT


5.1 Amendment *Ab Initio*. This First Amendment is intended to modify the Activity Agreement *ab initio* to remove any reference to participation by the Oro Loma Water District; to provide that any Activity Agreement Participant who has executed its respective form of Activity Agreement or Memorandum of Agreement prior to April 30, 2017, has timely acted such that no separate Amendment or procedure for recommendation and approval is required; and to remove the Santa Nella County Water District signature block.

6-22-2017

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

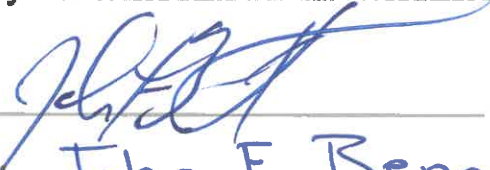
F. Effective Date. This First Amendment shall become effective upon its execution by an authorized representative of the Water Authority and a majority of the Activity Agreement Members with the consent of the SS-MOA Participants, which consent may be accomplished by execution of the form attached hereto as Attachment 1.

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

By:   
Name: Frances C. Mizuno  
Title: Assistant Executive Director  
Date: Nov. 16, 2017

**ACTIVITY AGREEMENT MEMBERS**

Agency Name: **EAGLE FIELD WATER DISTRICT**

By:   
Name: John F. Bennett  
Title: Vice President  
Date: 8/29/2017

6-22-2017

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

By: 

Name: Liz Reeves

Title: Manager

Date: 7-21-17

Agency Name: **MERCY SPRINGS WATER DISTRICT**

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

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

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

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

Agency Name: **PACHECO WATER DISTRICT**

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

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

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

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

6-22-2017

**Agency Name: FRESNO SLOUGH WATER DISTRICT**

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

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

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

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

**Agency Name: MERCY SPRINGS WATER DISTRICT**

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

Name: Michael Linneman \_\_\_\_\_

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

Date: September 25, 2017 \_\_\_\_\_

**Agency Name: PACHECO WATER DISTRICT**

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

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

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

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



6-22-2017

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

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

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

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

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

Agency Name: **MERCY SPRINGS WATER DISTRICT**

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

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

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

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

Agency Name: **PACHECO WATER DISTRICT**

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


Name: AARON BARCELLOS

Title: President

Date: 8/28/17

6-22-2017

**Agency Name: PANOCHE WATER DISTRICT**

By:   
Name: John F. Bennett  
Title: President  
Date: 8/28/2017

**Agency Name: SAN LUIS WATER DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Agency Name: TRANQUILITY IRRIGATION DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

6-22-2017

Agency Name: **PANOCHÉ WATER DISTRICT**

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

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

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

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

Agency Name: **SAN LUIS WATER DISTRICT**

By: Con M. Martin

Name: CON M. MARTIN

Title: GENERAL MANAGER

Date: JULY 25, 2017

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

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

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

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

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

6-22-2017

Agency Name: **PANOCHÉ WATER DISTRICT**

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

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

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

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

Agency Name: **SAN LUIS WATER DISTRICT**

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

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

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

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

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By: Danny M. Wade

Name: Danny M. Wade

Title: General Manager

Date: 7-21-17

6-22-2017

**AMENDED EXHIBIT "A"**  
**MAP OF CENTRAL DM REGION BOUNDARIES**



**EXHIBIT "C"**  
**CENTRAL DM REGION**  
**ACTIVITY PARTICIPANT PARTICIPATION PERCENTAGES**

| <b>Agency/GSA Name</b>                    | <b>Participation Status</b> | <b>Participation Percentage</b> | <b>GSA Total Allocation</b> |
|---|-----------------------------|---------------------------------|-----------------------------|
| <b>Central DM Region Multi-Agency GSA</b> |                             |                                 |                             |
| Eagle Field Water District                | Member                      | 6% GSA Allocation               | <b>94%</b>                  |
| Fresno County                             | SS-MOA Participant          | 13.5% GSA Allocation            |                             |
| Fresno Slough Water District              | Member                      | 6% GSA Allocation               |                             |
| Merced County                             | SS-MOA Participant          | 9.5% GSA Allocation             |                             |
| Mercy Springs Water District              | Member                      | 7.6% GSA Allocation             |                             |
| Pacheco Water District                    | Member                      | 7.1% GSA Allocation             |                             |
| Panoche Water District                    | Member                      | 15.7% GSA Allocation            |                             |
| San Luis Water District                   | Member                      | 20.0% GSA Allocation            |                             |
| Santa Nella County Water District         | SS-MOA Participant          | 6% GSA Allocation               |                             |
| Tranquillity Irrigation District          | Member                      | 8.6% GSA Allocation             |                             |
|   |                             | _____                           |                             |
|   |                             | 100%                            |                             |
| <b>Widren Water District GSA</b>          |                             |                                 |                             |
| Widren Water District                     | SS-MOA Participant          | 100% GSA Allocation             | <b>6%</b>                   |
|   |                             | _____                           |                             |
|   |                             | 100%                            |                             |

**Dated Effective as of: March 1, 2017**



**Central Delta-Mendota Region  
SGMA Services Activity Agreement/MOA  
Cost Share April 2017 Amendment**

By: AJG  
CHKD:-  
Date: 4/3/2017

|   |                                   | Current Year Projected Costs   |                      |                |                     | \$572,414.00 |
|---|-----------------------------------|--------------------------------|----------------------|----------------|---------------------|--------------|
| Agency  | Service Area (acres)              | % of Central DM Region Acreage | GSA Total Allocation | Contribution % | Projected Costs     |              |
| Central DM Multi-Agency GSA                         | Eagle Field Water District        | 0.81%                          | 94%                  | 6.0%           | \$32,284.15         |              |
|   | Fresno County                     | 18.07%                         |                      | 13.5%          | \$72,445.42         |              |
|   | Fresno Slough Water District      | 0.89%                          |                      | 6.0%           | \$32,284.15         |              |
|   | Merced County                     | 8.62%                          |                      | 9.5%           | \$51,033.20         |              |
|   | Mercy Springs Water District      | 4.22%                          |                      | 7.6%           | \$41,077.46         |              |
|   | Pacheco Water District            | 3.04%                          |                      | 7.1%           | \$38,398.17         |              |
|   | Panoche Water District            | 23.29%                         |                      | 15.7%          | \$84,270.88         |              |
|   | San Luis Water District           | 33.63%                         |                      | 20.0%          | \$107,675.35        |              |
|   | Santa Nella County Water District | 0.90%                          |                      | 6.0%           | \$32,284.15         |              |
|   | Tranquillity Irrigation District  | 6.53%                          |                      | 8.6%           | \$46,316.23         |              |
| <b>Central DM Multi-Agency GSA Total</b>            |                                   | <b>100%</b>                    |                      | <b>100%</b>    | <b>\$538,069.16</b> |              |
| Widren GSA  |                                   |                                |                      |                |                     |              |
|   | <b>Widren GSA Total</b>           | <b>0.53%</b>                   |                      | <b>6%</b>      | <b>\$34,345</b>     |              |
| <b>Central Delta-Mendota Region Cost Allocation</b> |                                   |                                |                      |                | <b>\$572,414.00</b> |              |



6-22-2017

**ATTACHMENT 1**  
**SS-MOA PARTICIPANT CONSENT TO FIRST AMENDMENT**  
**TO THE CENTRAL DELTA-MENDOTA REGION**  
**SUSTAINABLE GROUNDWATER MANAGEMENT ACT**  
**SERVICES ACTIVITY AGREEMENT**

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

**SS-MOA PARTICIPANT**

Merced County

By: 

Name: Daron McDaniel

Title: Chairman

Date:     AUG 15 2017

**ATTACHMENT 1**  
**SS-MOA PARTICIPANT CONSENT TO FIRST AMENDMENT**  
**TO THE CENTRAL DELTA-MENDOTA REGION**  
**SUSTAINABLE GROUNDWATER MANAGEMENT ACT**  
**SERVICES ACTIVITY AGREEMENT**

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**SS-MOA PARTICIPANT**

Santa Nella County Water District

By: 

Name: Amy Montgomery

Title: General Manager

Date: 7/5/17

6-22-2017

**ATTACHMENT 1**  
**SS-MOA PARTICIPANT CONSENT TO FIRST AMENDMENT**  
**TO THE CENTRAL DELTA-MENDOTA REGION**  
**SUSTAINABLE GROUNDWATER MANAGEMENT ACT**  
**SERVICES ACTIVITY AGREEMENT**

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**SS-MOA PARTICIPANT**

WIDEN WATER DISTRICT GSA

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

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

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

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

JEAN P. SAGOUSPE  
GENERAL MANAGER  
8/28/17

6-22-2017

**ATTACHMENT 1**  
**SS-MOA PARTICIPANT CONSENT TO FIRST AMENDMENT**  
**TO THE CENTRAL DELTA-MENDOTA REGION**  
**SUSTAINABLE GROUNDWATER MANAGEMENT ACT**  
**SERVICES ACTIVITY AGREEMENT**

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

**SS-MOA PARTICIPANT**

Fresno County

By: [Signature]

Name: Brian Pacheco

Title: Board of Supervisors

Date: 10/17/17

## **DELTA-MENDOTA SUBBASIN COORDINATION AGREEMENT**

**THIS DELTA-MENDOTA SUBBASIN COORDINATION AGREEMENT** is made effective as of December 12, 2018 by and among the groundwater sustainability agencies within the Delta-Mendota Subbasin (each a “**Party**” and collectively the “**Parties**”) and is made with reference to the following facts:

**WHEREAS**, On September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (“**SGMA**”);

**WHEREAS**, SGMA requires all groundwater subbasins designated as high or medium priority by the California Department of Water Resources (“**DWR**”) to manage groundwater in a sustainable manner;

**WHEREAS**, 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 DWR;

**WHEREAS**, the Delta-Mendota Subbasin includes multiple groundwater sustainability agencies that intend to manage the Subbasin through the development and implementation of multiple different groundwater sustainability plans (“**GSP**”);

**WHEREAS**, SGMA allows local agencies to engage in the sustainable management of groundwater, but requires groundwater sustainability agencies in all basins that are managed by more than one groundwater sustainability plan to enter into a coordination agreement to coordinate the multiple groundwater sustainability plans to sustainably manage the Subbasin pursuant to SGMA;

**WHEREAS**, pursuant to the requirements of SGMA, and the California Code of Regulations, and in recognition of the need to sustainably manage the groundwater within the Delta-Mendota Subbasin, the Parties desire to enter into this Agreement between their individual groundwater sustainability agencies;

**WHEREAS**, in order to efficiently coordinate among the large number of groundwater sustainability agencies (“**GSA**”) in the Subbasin, the Parties intend to organize themselves into “**GSP Groups**” and to be represented by the “**GSP Group Representatives**,” on terms

to be developed and implemented by separate Agreements between each GSP Group and the Parties within such GSP Group; and

**WHEREAS**, this Coordination Agreement is being executed before the respective GSPs have been prepared, and the Parties anticipate attaching and incorporating technical reports covering such additional required information before submittal of this Agreement to DWR with the Parties' respective GSPs without separate amendment being required.

**THEREFORE**, in consideration of the facts recited above and of the covenants, terms and conditions set forth herein, the Parties agree as follows:

## **SECTION 1 – PURPOSE**

### **1.1 Compliance with SGMA**

In subbasins with multiple GSPs, SGMA requires the GSPs to be coordinated through a coordination agreement. The purpose of this Coordination Agreement including the anticipated attachment and incorporation of technical reports to be developed after the initial execution of this Agreement, is to comply with that SGMA requirement and ensure that the multiple GSPs within the Subbasin are developed and implemented utilizing the same methodologies and assumptions, that the elements of the GSPs are appropriately coordinated to support sustainable management, and to ultimately set forth the information necessary to show how the multiple GSPs in the Subbasin will achieve the sustainability goal, as determined for the Subbasin in compliance with SGMA and its associated regulations.

### **1.2 Description of Criteria & Function**

An additional purpose of this Coordination Agreement is to describe the criteria for establishing the responsibilities of each Party for meeting the terms of this Coordination Agreement, the procedure for the exchange of information between the Parties, and procedures for resolving conflicts between the Parties. The goal of the coordination is to ensure that the Subbasin GSPs utilize the same data and methodologies, including but not limited to, groundwater elevation data, groundwater extraction data, surface water supply, total water use, changes in groundwater storage, water budgets, and sustainable yield during their development as required by SGMA and associated regulations. Additionally, this Coordination Agreement sets out the process for identifying a Plan Manager.

## SECTION 2 – DEFINITIONS

**2.1 “Coordinated Plan Expenses”** shall mean any expenses incurred by the Secretary and the Plan Manager for purposes of developing and implementing the Coordination Agreement.

**2.2 “Coordination Agreement”** shall mean this Coordination Agreement.

**2.3 “Coordination Committee”** shall mean the committee of GSP Group Representatives established pursuant to this Coordination Agreement.

**2.4 “Group Contact”** shall mean one Party designated on Exhibit “A” attached hereto and by reference incorporated herein as responsible to supply notices and to circulate information and invoices for its respective Exhibit “A” GSP Group, as said Exhibit may be updated from time to time.

**2.5 “GSA”** shall mean a groundwater sustainability agency established in accordance with SGMA and its associated regulations, and “GSAs” shall mean more than one such groundwater sustainability agency. Each Party is a GSA.

**2.6 “GSP”** shall mean a groundwater sustainability plan as defined by SGMA and its regulations, and “GSPs” shall mean more than one such plan.

**2.7 “GSP Group”** shall mean a grouping of Parties, stakeholders, and interested parties developing an individual GSP within the Subbasin, as shown in Exhibit “A,” who are combined for purposes of representation and voting on the Coordination Committee and for purposes of sharing Coordinated Plan Expenses as set forth in this Coordination Agreement.

**2.8 “GSP Group Alternate Representative,” “Alternate Representative,” or “Alternate”** and their plural forms shall mean an alternate member of the Coordination Committee selected to represent the GSP Groups in accordance with Exhibit “A” and Section 5.1.2-5.1.4 of this Coordination Agreement who shall serve in the absence of the respective GSP Group Representative and shall be entitled to cast the vote for the absent GSP Representative.

**2.9 “GSP Group Representative” or “Representative”** and their plural forms as appropriate shall mean a member or members of the Coordination Committee selected to represent the GSP Groups in accordance with Exhibit “A” and Section 5.1.2 – 5.1.4 this Coordination Agreement.

**2.10 “Participation Percentages”** shall mean that percentage of Coordinated Plan Expenses allocated to each GSP Group as described on Exhibit “A” to this Coordination Agreement, which is attached and incorporated by reference herein, as updated from time to time.

**2.11** “**Party**” or “**Parties**” shall mean a Groundwater Sustainability Agency or in the plural, two or more Groundwater Sustainability Agencies within the Delta-Mendota Subbasin.

**2.12** “**Plan Manager**” shall mean an entity or individual, appointed at the pleasure of the Coordination Committee, or as provided in section 4.1.2 of this Coordination Agreement, to perform the role of the Plan Manager to serve as the point of contact to DWR as set forth in Section 5.2.3 of this Coordination Agreement.

**2.13** “**Seasonal High**” shall mean the highest annual static groundwater elevation associated with stable aquifer conditions following a period of lowest annual groundwater demand.

**2.14** “**Seasonal Low**” shall mean the lowest annual static groundwater elevation associated with a period of stable aquifer conditions following a period of highest annual groundwater demand.

**2.15** “**San Luis & Delta-Mendota Water Authority**” or “**SLDMWA**” shall mean the San Luis & Delta-Mendota Water Authority, a California joint powers agency.

**2.16** “**SGMA**” shall mean the Sustainable Groundwater Management Act, as amended from time to time, commencing at Water Code section 10720, together with its implementing regulations applicable to Groundwater Sustainability Plans, set forth at California Code of Regulations, Title 23, Division 2, Chapter 1.5, Subchapter 2.

**2.17** “**SGMA Definitions**” shall mean those SGMA-specific definitions provided by statute or regulation and attached in the Appendix to this Coordination Agreement; in the event of any inconsistency between a term defined in this Section and a SGMA-specific definition, the definition contained in this Coordination Agreement shall prevail.

**2.18** “**Subbasin**” shall mean the Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin.

**2.19** “**Technical Memoranda**” shall mean the memoranda prepared by the Coordination Committee that include the data and methodologies for assumptions described in Water Code section 10727.6 to prepare coordinated plans. Individually, the memoranda shall be referred to as a “**Technical Memorandum.**”

**2.20** “**Water Year**” shall mean the period from October 1 through the following September 30 as defined by SGMA.

**2.21** “**Water Year Type**” shall mean the classification provided by DWR to assess the amount of annual precipitation in a basin and as defined by SGMA.



## **SECTION 3 – GENERAL GUIDELINES**

### **3.1 Responsibilities of the Parties**

#### **3.1.1 Obligation to Coordinate**

The Parties to this Coordination Agreement agree to work collaboratively to meet the objectives of SGMA and this Coordination Agreement. Each Party to this Coordination Agreement is a GSA and acknowledges that it is bound by the terms of this Coordination Agreement as an individual Party.

#### **3.1.2 Obligations Outside of Coordination Agreement Regarding GSP Groups**

a) **Representation and Voting.** Each Party understands its participation, as more fully set forth in Section 5 of this Coordination Agreement, is based on representation through and by its GSP Group Representative(s). It is the responsibility and obligation of each Party under this Coordination Agreement to develop its own arrangements for how its respective GSP Group Representative and Alternate Representative are selected and how required actions of GSAs within the GSP Group under its respective GSP are identified and implemented.

b) The Coordination Committee and its members shall have no requirement to recognize a voting status or other decisional authority of any Party to this Coordination Agreement other than through the designated GSP Group Representative(s). For purposes of this Coordination Agreement, it is assumed that GSP Group Representatives have been authorized by the Parties in their GSP Groups to participate as described herein.

c) By signing this Coordination Agreement, each Party commits to provide documentation to the Secretary and the Coordination Committee of the authorization of its GSP Group Representative(s). Provided, that the Secretary shall not be obligated to evaluate or provide an opinion on the legal sufficiency of the documentation.

d) It is the responsibility and obligation of each Party under this Coordination Agreement that is included on Exhibit “A” as part of a multi-party GSP Group to provide documentation to the Secretary and to the Coordination Committee establishing that such GSP Group has a binding agreement or mechanism assuring that the GSP Group will pay its Participation Percentage set forth on Exhibit “A,” as said Exhibit “A” may be modified from time to time. Provided, that the Secretary shall not be obligated to evaluate or provide an opinion on the legal sufficiency of the documentation.

### 3.1.3 Non-Entity Status

The Parties acknowledge and agree that this Coordination Agreement does not create a legal entity with power to sue or be sued, to enter into contract, or to enjoy the benefits or accept the obligations of a legal entity.

### 3.1.4 Implementation of Individual GSPs

This Coordination Agreement does not otherwise affect each Party's responsibility to implement the terms of its respective GSP in accordance with SGMA. Rather, this Coordination Agreement is the mechanism through which the Parties will coordinate their respective GSPs to the extent necessary to ensure that such GSP coordination complies with SGMA.

## 3.2 Adjudicated or Alternate Plans in the Subbasin

As of the date of this Coordination Agreement, there are no portions of the Subbasin that have been adjudicated or approved to submit an alternative plan as defined by SGMA.

## **SECTION 4 – ROLE OF SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**

### 4.1 Agreement to Serve

By executing this Agreement, and not as a Party, the San Luis & Delta-Mendota Water Authority agrees to carry out the functions described in this Section 4 and its subparts consistent with the terms of this Section and under the direction and supervision of the Coordination Committee, subject to the reimbursement and the termination provisions contained in this Section.

#### 4.1.1 Secretary

The SLDMWA agrees to perform the obligations of the Secretary described in this Coordination Agreement, by delegation to one or more of its employees or to a consultant under contract to the SLDMWA.

#### 4.1.2 Plan Manager

The SLDMWA agrees to perform the obligations of the Plan Manager described in this Coordination Agreement, by delegation to one or more of its employees or to a consultant under contract to the SLDMWA.

#### **4.2 Reimbursement of SLDMWA**

The commitment of the SLDMWA to perform the designated functions under this Section is contingent upon the execution and performance of a separate cost sharing agreement between the SLDMWA and the Parties.

#### **4.3 Termination of SLDMWA's Services**

Either the Parties acting through the Coordination Committee or the SLDMWA at any time may terminate the services being provided by the SLDMWA under this Coordination Agreement upon thirty (30) days' written notice, if from the SLDMWA, to the Coordination Committee and each GSP Group Representative; and if from the Coordination Committee, to the SLDMWA and each GSP Group Representative.

### **SECTION 5 – RESPONSIBILITIES FOR KEY FUNCTIONS**

#### **5.1 Coordination Committee**

5.1.1 The Parties agree to establish a Coordination Committee to provide the forum for the Parties to accomplish the coordination obligation of SGMA pursuant to this Coordination Agreement.

5.1.2 The Coordination Committee will consist of the GSP Group Representatives identified on Exhibit "A" attached hereto and incorporated herein by this reference, as said Exhibit "A" may be modified from time to time pursuant to Section 13 of this Agreement. Each GSP Group Representative shall have one Alternate Representative authorized to vote in the absence of the GSP Group Representative.

5.1.3 Individuals serving as GSP Group Representatives and Alternate Representatives shall be selected by each respective GSP Group in the discretion of the respective GSP Group, and such appointments shall be effective upon providing written notice to the Secretary and to each Group Contact listed on Exhibit "A".

5.1.4 The Coordination Committee will recognize each GSP Group Representative and GSP Group Alternate Representative until such time as the Group Contact provides written notice of removal and replacement to the Secretary and to every other Group Contact designated on Exhibit "A." Each GSP Group or GSP Subgroup shall promptly fill any vacancy created by the removal of such Representative or Alternate Representative so that each GSP

Group shall have the number of validly designated Representatives and Alternate Representatives specified on Exhibit “A”.

5.1.5. Minutes of the Coordination Committee will be prepared and maintained as set forth in Section 5.5.4.

## **5.2 Coordination Committee Officers**

The Officers of the Coordination Committee will include a Chairperson, Vice Chairperson, Secretary, and Plan Manager. Except where the Parties have named such Officers pursuant to Section 4 of this Coordination Agreement, Officers shall be selected at the initial meeting of the Committee or as soon thereafter as reasonably can be accomplished.

### **5.2.1 Chairperson and Vice Chairperson**

a) A GSP Group Representative shall serve as Chairperson. The Vice Chairperson, who shall also be a GSP Group Representative, shall serve in the absence of the Chairperson. In the absence of both the Chairperson and Vice Chairperson, a meeting may be led by an Acting Chairperson selected on an ad hoc basis.

b) The positions of Chairperson and Vice Chairperson shall rotate among the GSP Groups on an annual basis according to alphabetical order, with the first rotation beginning on the date the first Chairperson is selected. The schedule for rotation among the GSP Groups will be set at the first meeting after the Chairperson is appointed and reviewed and adjusted annually. A GSP Group Representative may waive designation as Chairperson. In such a case the Chairperson office would rotate to the next designated entity.

### **5.2.2 Secretary**

The Coordination Committee shall select a Secretary to carry out the functions described in this subsection, to serve at the pleasure of the Coordination Committee. The Secretary shall be a public agency who may be, but need not be a Party to this Coordination Agreement. The San Luis & Delta-Mendota Water Authority is hereby designated as the initial Secretary, to serve at the pleasure of the Coordination Committee.

a) The Secretary shall select an appointee to implement the Secretary’s responsibilities under this Coordination Agreement, for example, to coordinate meetings; prepare agendas; circulate notices and agendas; provide written notice to all Parties that the Coordination Committee has made a recommendation requiring approval by the Parties; prepare and maintain minutes of meetings of the Coordination Committee; receive notices on

behalf of the Coordination Committee and call to the Coordination Committee's attention the need for responding; and provide such other assistance in coordination as may be appropriate.

b) The Secretary shall assume primary responsibility for Brown Act compliance, including without limitation, the responsibility to: prepare an agenda and notice, publicly post, and distribute agendas to all GSP Group or Subgroup Representatives, the Parties, and any other interested persons who requests, in writing, such notices. The Agenda shall be of adequate detail to inform the public and the parties of the meeting and the matters to be transacted or discussed, and shall be posted in a public location and distributed to each of the parties to this Coordination Agreement at least seventy-two (72) hours prior to every regular meeting and at least twenty-four (24) hours prior to every special meeting.

### 5.2.3 Plan Manager

If the SLDMWA ceases to serve as Plan Manager as agreed under Section 4.1.2 of this coordination Agreement, then the Coordination Committee shall name a successor Plan Manager, who may be a consultant hired by the Secretary pursuant to the Coordination Agreement, the representative of an entity that has been selected as Secretary, or a public agency serving as or participating in a GSA that is a Party to this Coordination Agreement, and who shall serve as the point of contact for DWR as specified by SGMA. The San Luis & Delta-Mendota Water Authority is hereby designated as the initial Plan Manager, to serve at the pleasure of the Coordination Committee.

a) The Plan Manager shall carry out the duties of a "plan manager" as provided in Title 23, division 2, Chapter 1.5, Subchapter 2, California Code of Regulations.

b) The Plan Manager has no authority to make policy decisions or represent the Coordination Committee without the specific direction of the Coordination Committee. The Plan Manager is obligated to disclose all substantive communications he/she transmits and receives in his/her capacity as Plan Manager to the Coordination Committee.

## **5.3 Coordination Committee Authorized Actions and Limitations**

### 5.3.1 Authorized Actions

The Coordination Committee is authorized to act upon the following enumerated items:

a) The Coordination Committee shall review, and consistent with the requirements of SGMA, approve the Technical Memoranda described in Sections 8-12 of this Coordination Agreement.

b) Once GSP Plans have been submitted to and approved by DWR, the Coordination Committee shall be responsible for ongoing review and updating of the Technical Memoranda as needed; assuring submittal of annual reports; providing five-year assessments and recommending any needed revisions to the Coordination Agreement; and providing review and assistance with coordinated projects and programs.

c) The Coordination Committee shall review and approve work plans, and in accordance with the budgetary requirements of the respective Parties, approve annual estimates of Coordinated Plan Expenses presented by the Secretary and any updates to such estimates; provided, that such estimates or updates with supporting documentation shall be circulated to all Parties for comment at least thirty (30) days in advance of the meeting at which the Coordination Committee will consider approval of the annual estimate.

d) Pursuant to Section 13, the Coordination Committee is authorized to approve changes to Exhibit “A” to this Coordination Agreement and to recommend amendments to terms of this Coordination Agreement.

e) The Coordination Committee shall assign work to subcommittees and workgroups as needed, provide guidance and feedback and ensure that subcommittees and workgroups prepare work products in a timely manner.

f) The Coordination Committee shall direct the Plan Manager in the performance of its duties under SGMA.

g) The Coordination Committee shall provide direction to its Officers concerning other administrative and ministerial issues necessary for the fulfillment of the above-enumerated tasks.

#### 5.3.2 Limitations

When the terms of this Coordination Agreement or applicable law require the approval of a Party, that approval shall be required and evidenced as indicated in Section 6 of this Agreement.

#### 5.4 Subcommittees and Workgroups

The Coordination Committee may appoint subcommittees, workgroups, or otherwise direct staff made available by the Parties. Such subcommittees or workgroups may include qualified individuals possessing the knowledge and expertise to advance the goals of the Coordination

Agreement on the topics being addressed by the subcommittee, whether or not such individuals are GSP Group Representatives or Alternate Representatives.

#### 5.4.1 Work of Subcommittees and Workgroups

Tasks assigned to subcommittees, workgroups, or staff made available by the Parties may include developing technical data, supporting information, and/or recommendations on matters including, but not limited to:

a) Developing a process to update the Coordination Committee on the activities of the respective Parties, including the development, planning, financing, environmental review, permitting, implementation, and long-term monitoring of the multiple GSPs in the Subbasin;

b) Subject to the oversight of the Coordination Committee, scheduling meetings of the subcommittee or workgroup as necessary to coordinate development and implementation of the Technical Memoranda and Coordination Agreement. Attendance at these meetings may be augmented to include staff or consultants of all Parties to ensure that the appropriate expertise is available;

c) Determining common methodologies for GSP development;

d) Developing a Subbasin-wide monitoring network;

e) Preparing a coordinated water budget;

f) Developing a coordinated data management system;

g) Providing an explanation of how the respective GSPs implemented together satisfy the requirements of SGMA and are in substantial compliance with SGMA; and

h) Such other tasks as may be referred by the Coordination Committee from time to time.

#### 5.4.2 Subcommittee Voting

One GSP Group Representative or Alternate Representative shall vote on behalf of the GSP Group at the subcommittee level; if no GSP Group Representative or Alternate Representative is present, one individual working on a subcommittee on behalf of the Parties in a GSP Group shall vote on behalf of the GSP Group. Subcommittees shall report voting results and provide

information to the Coordination Committee but shall not be entitled to make determinations or determinations that are binding on the Parties.

## **5.5 Coordination Committee Meetings**

### **5.5.1 Timing and Notice**

The Chairperson of the Coordination Committee, any two GSP Group Representatives, or the Secretary may call meetings of the Coordination Committee as needed to carry out the activities described in this Coordination Agreement. The Coordination Committee may, but is not required to, set a date for regular meetings for the purposes described in this Coordination Agreement. All Coordination Committee Meetings shall be held in compliance with the Ralph M. Brown Act (Government Code Section 54950 *et seq.*).

### **5.5.2 Quorum**

A majority of the GSP Group Representative(s) from every GSP Group listed on Exhibit “A” shall constitute a quorum of the Coordination Committee for purposes of holding a Coordination Committee meeting; provided, that the GSP Group Representative(s) from every GSP Group listed on Exhibit “A” must be present at a meeting for any Coordination Committee vote on a matter described in section 5.3.1 a) through 5.3 d) and 5.3.1 f) to take place. The GSP Group Alternate Representative(s) of each GSP Group shall be counted towards a quorum and as the voting representative(s) in the absence of the GSP Group Representative for which the GSP Group Alternate has been appointed. If less than a quorum is present, the GSP Group Representatives and Alternate Representatives may hear reports and discuss items on the agenda, but no action may be taken.

### **5.5.3 Open Attendance**

Members of the public, stakeholders, and representatives of the Parties who are not appointed as GSP Group Representatives may attend all meetings and shall be provided with an opportunity to comment on matters on the meeting agenda, but shall have no vote.

### **5.5.4 Minutes**

The Secretary’s appointee shall keep and prepare minutes of all Coordination Committee meetings. Notes of subcommittee and workgroup meetings shall be kept by the Secretary’s appointee or an assistant to the appointee. All minutes and subcommittee and workgroup meeting notes shall be maintained by the Secretary as Coordination Agreement records and shall be available to the Parties and the public upon request.



## **5.6 Voting by Coordination Committee**

5.6.1. Each GSP Group Representative shall be entitled to one vote at the Coordination Committee. It shall be up to the Parties in each GSP Group to determine how the GSP Group vote(s) will be cast.

5.6.2 Except as set forth in Section 5.6.3, the unanimous vote of the GSP Representatives from all GSP Groups is required on all items upon which the Coordination Committee is authorized to act as identified in Section 5.3.1 a) through 5.3.1 d) and 5.3.1 f); the vote of a majority of a quorum shall be required for all other matters on which the Coordination Committee is authorized to act.

### **5.6.3 Voting Procedures to Address Lack of Unanimity**

When it appears likely that the Coordination Committee will not be able to come to unanimous decision on any matter upon for which a unanimous decision is required, upon a majority vote of a quorum of the Coordination Committee, the matter may be subjected to the following additional procedures.

#### **a) Straw Polls**

Straw poll votes may be taken for the purpose of refining ideas and providing guidance to the Coordination Committee, subcommittees, or both.

#### **b) Provisional Voting**

Provisional votes may occur prior to final votes. This will be done when an initial vote is needed to refine a proposal but the GSP Group Representatives wish to consult with their respective GSP Group(s) before making a final vote.

c) A vote shall be delayed if any GSP Group Representative declares its intention to propose an alternative or modified recommended action, to be proposed at the next meeting, or as soon thereafter as the GSP Group Representative can obtain any further information or clarifying direction from its GSP Group or governing body, or both, as needed to proposed its alternative or modified recommended action.

d) If the process outlined in subsection 5.6.3(c) fails to result in a unanimous vote, any GSP Group Representative not voting in favor of the recommended action may request that the vote be delayed so that the Coordination Committee can obtain further information on the recommended action (for example, by directing a subcommittee established under this

Coordination Agreement), so the GSP Group Representative can obtain clarifying direction from its GSP Group or governing body, or both, as needed.

e) Each of the Parties acknowledges the limited time provided by SGMA to complete the GSP preparation process, and agrees to make its best efforts to cooperate through the Coordinating Committee in coming to require a unanimous vote.

## **SECTION 6 – APPROVAL BY INDIVIDUAL PARTIES**

**6.1** Where law or this Coordination Agreement require separate written approval by each of the Parties, such approval shall be evidenced in writing by providing the resolution, Motion, or Minutes of their respective Boards of Directors to the Secretary of the Coordination Committee.

## **SECTION 7 – EXCHANGE OF DATA AND INFORMATION**

### **7.1 Exchange of Information**

The Parties acknowledge and recognize pursuant to this Coordination Agreement that the Parties may need to exchange information amongst and between the Parties.

### **7.2 Procedure for Exchange of Information**

7.2.1 The Parties shall exchange public and non-privileged information through collaboration and/or informal requests made at the Coordination Committee level or through subcommittees designated by the Coordination Committee. However, to the extent it is necessary to make a written request for information to another Party, each Party shall designate a representative to respond to information requests and provide the name and contact information of the designee to the Coordination Committee. Requests may be communicated in writing and transmitted in person or by mail, facsimile machine, or other electronic means to the appropriate representative as named in this Coordination Agreement. The designated representative shall respond in a reasonably timely manner.

7.2.2 Nothing in this Coordination Agreement shall be construed to prohibit any Party from voluntarily exchanging information with any other Party by any other mechanism separate from the Coordination Committee.

7.2.3 The Parties agree that each GSP Group shall provide the data required to develop the Subbasin-wide coordinated water budget but unless required by law, will not be required to provide individual well or parcel-level information in order to preserve

confidentiality of individuals to the extent authorized by law, including but not limited to Water Code Section 10730.8, subdivision (b).

7.2.4 To the extent that a court order, subpoena, or the California Public Records Act is applicable to a Party, such Party in responding to a request made pursuant to that Act for release of information exchanged from another Party shall notify each other Party in writing of its proposed release of information in order to provide the other Parties with the opportunity to seek a court order preventing such release of information.

## **SECTION 8 – METHODOLOGIES AND ASSUMPTIONS**

### **8.1 SGMA Coordination Requirements**

Pursuant to SGMA, this Coordination Agreement must ensure that the individual GSPs utilize the same data and methodologies for developing assumptions used to determine: 1) groundwater elevation; 2) groundwater extraction data; 3) surface water supply; 4) total water use; 5) changes in groundwater storage; 6) water budgets; and 7) sustainable yield.

### **8.2 Pre-GSP Coordination**

Prior to the individual development of GSPs, the Parties agree to develop agreed-upon methodologies and assumptions for 1) groundwater elevation; 2) groundwater extraction data; 3) surface water supply; 4) total water use; 5) changes in groundwater storage; 6) water budgets; and 7) sustainable yield. This development may be facilitated through the Coordination Committee's delegation to a sub-committee or workgroup of the technical staff provided by some or all of the Parties. The basis upon which the methodologies and assumptions will be developed includes existing data/information, best management practices, and/or best modeled or projected data available and may include consultation with the DWR as appropriate.

### **8.3 Technical Memoranda Required**

The data and methodologies for assumptions described in Water Code section 10727.6 and title 23, California Code of Regulations, section 357.4 to prepare coordinated plans shall be set forth in Technical Memoranda prepared by the Coordination Committee for each of the elements discussed in Sections 9, 10, 11, and 12 of this Coordination Agreement. The Technical Memoranda shall be subject to the unanimous approval of the Coordination Committee and once approved, shall be attached to and incorporated by reference into this Coordination Agreement without

formal amendment of the Coordination Agreement being required. The Parties agree that they shall not submit this Coordination Agreement to DWR until the Technical Memoranda described herein have been added to the Coordination Agreement. The Technical Memoranda created pursuant to this Agreement shall be utilized by the Parties during the development and implementation of their GSPs in order to assure coordination of the GSPs in compliance with SGMA.

## **SECTION 9 – MONITORING NETWORK**

**9.1** In accordance with SGMA, the Parties hereby agree to coordinate the development and maintenance of a monitoring network at a Subbasin level through the coordination of the respective monitoring networks established pursuant to the GSPs in which each of the Parties hereto are participating. The Subbasin monitoring network description shall include monitoring objectives, protocols, and data reporting requirements specific to enumerated sustainability indicators. Each GSP Group's network shall facilitate the collection of data in order to characterize groundwater and related surface water conditions in the Subbasin and evaluate changing conditions that occur from implementation of the individual GSPs. Each Party's GSP will describe the monitoring network's objectives for the Subbasin, including an explanation of network development and implementation to monitor groundwater and related surface conditions, and the interconnection of surface water and groundwater.

**9.2** Each GSP Group shall provide the Coordination Committee all relevant data and information for their respective representative monitoring sites established in accordance with Title 23, California Code of Regulations, section 354.36, as amended from time to time.

## **SECTION 10 – COORDINATED WATER BUDGET**

**10.1** In accordance with SGMA, the Parties hereby agree to prepare a single coordinated water budget for the Subbasin as described in this subsection for use in the respective GSP in which each of the Parties hereto are participating. The water budget will provide an estimate of the total annual volume of groundwater and surface water entering and leaving the Subbasin, including historical, current and projected water budget conditions, and the change in the volume of water stored and the safe yield for differing aquifers.

**10.2** To the extent feasible, the Parties will consider the best available information and best available science to quantify the water budget for the Subbasin in order to provide an

understanding of historical and projected hydrology, water demand, water supply, land use, population, climate change, sea level rise, groundwater and surface water interaction, and subsurface groundwater flow.

## **SECTION 11 – COORDINATED DATA MANAGEMENT SYSTEM**

**11.1** The Parties will develop and maintain a coordinated data management system that is capable of storing and reporting information relevant to the reporting requirements and/or implementation of the GSPs and monitoring network of the Subbasin.

**11.2** The Parties also will develop and maintain separate data management systems. Each separate data management system developed for each GSP will store information related to implementation of each individual GSP, monitoring network data and monitoring sites requirements, and water budget data requirements. Each system will be capable of reporting all pertinent information to the Coordination Committee. After providing the Coordination Committee with data from the individual GSPs, the Coordination Committee will ensure the data is stored and managed in a coordinated manner throughout the Subbasin and reported to DWR annually as required.

## **SECTION 12 – ADOPTION AND USE OF THE COORDINATION AGREEMENT**

### **12.1 Coordination of GSPs**

Each Party is responsible to ensure that its own GSP complies with the statutory requirements of SGMA, including but not limited to the filing deadline. The Parties to this Coordination Agreement intend that their individual GSPs be coordinated together in order to satisfy the requirements of SGMA and to be in substantial compliance with the California Code of Regulations. The collective GSPs will satisfy the requirements of sections 10727.2 and 10727.4 of the Water Code by providing a description of the physical setting and characteristics of the separate aquifer systems within the Subbasin, the measurable objectives for each such GSP, interim milestones, and monitoring protocols that together provide a detailed description of how the Basin as a whole will be sustainably managed.

### **12.2 GSP and Coordination Agreement Submission**

The Parties agree to submit their respective GSPs to DWR through the Coordination Committee and Plan Manager, in accordance with all applicable requirements. Subject to the subsequent attachment of the Technical Memoranda described in Sections 8-12, the Parties intend that this Coordination Agreement fulfill the requirements of providing an explanation of how the GSPs implemented together satisfy the requirements SGMA for the entire Subbasin.

## **SECTION 13 – MODIFICATION AND TERMINATION OF THE COORDINATION AGREEMENT**

### **13.1 Modification or Amendment of Exhibit “A”**

The Parties agree that Exhibit “A,” except for the withdrawal or addition of Parties to this Agreement, may be updated by unanimous vote of the Coordination Committee from time to time. Upon such modification, the updated Exhibit “A” shall be attached to this Agreement as a replacement to the previously existing Exhibit “A.” Upon such attachment, the updated “Exhibit “A” shall become a part of this Coordination Agreement without further Amendment of the Coordination Agreement being required. The Secretary shall provide notice of such change to all Group Contacts.

#### **13.1.1 Addition of a Party**

A Party may be added to this Coordination Agreement only upon its execution of a counterpart of this Agreement and its provision of any additional documentation required by Sections 3.1.2 a) through 3.1.2 d) of this Coordination Agreement. No Party may be added that is not within the Delta-Mendota Subbasin or that fails to execute an agreement to share in Coordinated Plan Expenses, unless such payment is waived by consent of all Parties.

### **13.2 Modification or Amendment of Coordination Agreement**

Except as provided in Sections 13.1 and 13.3, the Parties hereby agree that this Coordination Agreement may be supplemented, amended, or modified only by a writing signed by all Parties.

### **13.3 Amendment for Compliance with Law**

Should any provision of this Coordination Agreement be determined to be not in compliance with legal requirements under circumstances where amendment of the Agreement to include a provision addressing the legal requirement will cure the non-compliance, the Parties agree to promptly prepare and approve such amendment.

## **SECTION 14 – WITHDRAWAL, TERM, AND TERMINATION**

### **14.1 Withdrawal**

Subject to the requirements identified in SGMA and the any coordination guidelines or regulations issued by DWR, a Party may unilaterally withdraw from this Coordination Agreement without causing or requiring termination of this Coordination Agreement, effective upon thirty (30) days written notice to the Secretary and all other Parties. The Plan Coordinator shall report any such withdrawal to DWR within five (5) days of receipt of the written notice.

14.1.1 Any Party who withdraws shall remain obligated for Coordinated Plan Expenses as provided in a separate Cost Sharing Agreement. If no separate Cost Sharing Agreement is then in effect or enforceable against the withdrawing Party, the Party is obligated to pay its share of all debts, liabilities, and obligations the Party incurred or accrued under the Coordination Agreement prior to the effective date of such withdrawal, as established under its separate GSP Group agreement concerning such share of obligations.

14.1.2 Upon withdrawal, a Party agrees that it has a continuing obligation to comply with SGMA and any coordination guidelines or regulations issued by DWR, which require a coordination agreement if there are multiple GSPs in the Subbasin. This obligation shall survive the withdrawal from this Coordination Agreement and is for the express benefit of the remaining Parties.

14.1.3 In the event any GSP Group Representative(s) prevents/prevent a required unanimous vote of the Coordination Committee after following all procedures described in 5.3.1 or Section 15 of this Agreement, the Parties in such GSP Group agree to provide notice that such GSP Group has unilaterally withdrawn from this Agreement in accordance with this Section.

### **14.2 Term**

As modified pursuant to Section 13 and unless terminated in accordance with Section 14.2.3, this Coordination Agreement shall continue for a term that is coterminous with the requirements of SGMA for the existence of a Coordination Agreement.

### **14.3 Termination**

This Coordination Agreement may be terminated or rescinded and the coordinated implementation of GSPs terminated by unanimous written consent of all the Parties. Nothing

in this Coordination Agreement shall prevent the Parties from entering into another coordination agreement for coordination with any other subbasin.

## **SECTION 15 – PROCEDURES FOR RESOLVING CONFLICTS**

In the event of any dispute arising from or relating to this Agreement, 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 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 three points to the top choice, two points to the second choice, one point to the third choice and zero points to all others. Each interested Party shall forward its tally to the Secretary, who shall tabulate the points and notify the interested Parties of the arbitrator with the highest cumulative score, who shall be the selected arbitrator. The Secretary 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 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.

## **SECTION 16 – GENERAL PROVISIONS**

### **16.1 Authority of Signers**

The individuals executing this Coordination Agreement represent and warrant that they have the authority to enter into this Coordination Agreement and to legally bind the Party for whom they are signing to the terms and conditions of this Coordination Agreement.

### **16.2 Governing Law**

The validity and interpretation of this Coordination Agreement will be governed by the laws of the State of California without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the County of Merced, State of California.



**16.3 Severability**

Except as provided for cure by amendment in Section 13.3, if any term, provision, covenant, or condition of this Coordination Agreement is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this Coordination Agreement will remain in full force and effect and will not be affected, impaired, or invalidated by such a determination.

**16.4 Counterparts**

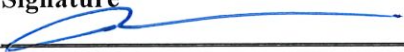
This Coordination Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same agreement.

**16.5 Good Faith**

The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Coordination Agreement and to execute such further instruments and documents as are reasonably necessary, appropriate, expedient, or proper to carry out the intent and purposes of this Coordination Agreement.

**SECTION 17 – SIGNATORIES**

**PARTIES:**

|   |  |                         |                         |
|---|--|-------------------------|-------------------------|
| <b>PATTERSON IRRIGATION DISTRICT GSA</b>  |  |                         |                         |
| Patterson Irrigation District   |  | Date: 05/22/2018        |                         |
| Signature  |  |                         |                         |
| Name of Representative: Vince Lucchesi  |  |                         |                         |
| <b>WEST STANISLAUS IRRIGATION DISTRICT GSA 1</b>  |  |                         |                         |
| West Stanislaus Irrigation District   |  | Date:                   |                         |
| Signature   |  |                         |                         |
| Name of Representative:   |  |                         |                         |
| <b>DM II GSA</b>  |  |                         |                         |
| Del Puerto Water District   |  | Date:                   | Oak Flat Water District |
| Signature   |  |                         | Signature               |
| Name of Representative:   |  | Name of Representative: |                         |
| <b>CITY OF PATTERSON GSA</b>  |  |                         |                         |
| City of Patterson   |  | Date:                   |                         |
| Signature   |  |                         |                         |
| Name of Representative:   |  |                         |                         |

**16.3 Severability**

Except as provided for cure by amendment in Section 13.3, if any term, provision, covenant, or condition of this Coordination Agreement is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this Coordination Agreement will remain in full force and effect and will not be affected, impaired, or invalidated by such a determination.

**16.4 Counterparts**

This Coordination Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same agreement.

**16.5 Good Faith**

The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Coordination Agreement and to execute such further instruments and documents as are reasonably necessary, appropriate, expedient, or proper to carry out the intent and purposes of this Coordination Agreement.

**SECTION 17 – SIGNATORIES**

**PARTIES:**

|   |  |                         |                         |
|---|--|-------------------------|-------------------------|
| <b>PATTERSON IRRIGATION DISTRICT GSA</b>                      |  |                         |                         |
| Patterson Irrigation District                                 |  | Date:                   |                         |
| Signature   |  |                         |                         |
| Name of Representative:                                       |  |                         |                         |
| <b>WEST STANISLAUS IRRIGATION DISTRICT GSA 1</b>              |  |                         |                         |
| West Stanislaus Irrigation District                           |  | Date: 5/16/18           |                         |
| Signature <i>Robert Pierce</i>                                |  |                         |                         |
| Name of Representative: <i>Robert Pierce, General Manager</i> |  |                         |                         |
| <b>DM II GSA</b>  |  |                         |                         |
| Del Puerto Water District                                     |  | Date:                   | Oak Flat Water District |
| Date:   |  | Date:                   | Date:                   |
| Signature   |  | Signature               |                         |
| Name of Representative:                                       |  | Name of Representative: |                         |
| <b>CITY OF PATTERSON GSA</b>                                  |  |                         |                         |
| City of Patterson   |  | Date:                   |                         |
| Signature   |  |                         |                         |
| Name of Representative:                                       |  |                         |                         |



**16.3 Severability**

Except as provided for cure by amendment in Section 13.3, if any term, provision, covenant, or condition of this Coordination Agreement is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this Coordination Agreement will remain in full force and effect and will not be affected, impaired, or invalidated by such a determination.

**16.4 Counterparts**

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The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Coordination Agreement and to execute such further instruments and documents as are reasonably necessary, appropriate, expedient, or proper to carry out the intent and purposes of this Coordination Agreement.

**SECTION 17 – SIGNATORIES**

**PARTIES:**

|  |                      |  |                      |
|--|----------------------|--|----------------------|
| <b>PATTERSON IRRIGATION DISTRICT GSA</b>         |                      |  |                      |
| <b>Patterson Irrigation District</b>             | <b>Date:</b>         | <b>Twin Oaks Irrigation Company</b>            | <b>Date:</b>         |
| <b>Signature</b>                                 |                      | <b>Signature</b>                               |                      |
| <b>Name of Representative:</b>                   |                      | <b>Name of Representative:</b>                 |                      |
| <b>WEST STANISLAUS IRRIGATION DISTRICT GSA 1</b> |                      |  |                      |
| <b>West Stanislaus Irrigation District</b>       | <b>Date:</b>         |  |                      |
| <b>Signature</b>                                 |                      |  |                      |
| <b>Name of Representative:</b>                   |                      |  |                      |
| <b>WEST STANISLAUS IRRIGATION DISTRICT GSA 2</b> |                      |  |                      |
| <b>West Stanislaus Irrigation District</b>       | <b>Date:</b>         |  |                      |
| <b>Signature</b>                                 |                      |  |                      |
| <b>Name of Representative:</b>                   |                      |  |                      |
| <b>DM II GSA</b>                                 |                      |  |                      |
| <b>Del Puerto Water District</b>                 | <b>Date:</b> 8/28/18 | <b>Oak Flat Water District</b>                 | <b>Date:</b> 8/28/18 |
| <b>Signature</b><br>Anthea C Hansen              |                      | <b>Signature</b><br>Anthea C Hansen            |                      |
| <b>Name of Representative:</b> Anthea C Hansen   |                      | <b>Name of Representative:</b> Anthea C Hansen |                      |

**16.3 Severability**

Except as provided for cure by amendment in Section 13.3, if any term, provision, covenant, or condition of this Coordination Agreement is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this Coordination Agreement will remain in full force and effect and will not be affected, impaired, or invalidated by such a determination.

**16.4 Counterparts**

This Coordination Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same agreement.

**16.5 Good Faith**

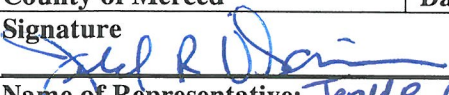
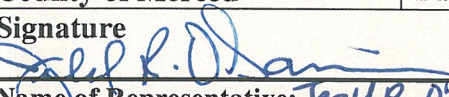
The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Coordination Agreement and to execute such further instruments and documents as are reasonably necessary, appropriate, expedient, or proper to carry out the intent and purposes of this Coordination Agreement.


**SECTION 17 – SIGNATORIES**

**PARTIES:**

|  |                      |                                |              |
|--|----------------------|--------------------------------|--------------|
| <b>PATTERSON IRRIGATION DISTRICT GSA</b>         |                      |                                |              |
| <b>Patterson Irrigation District</b>             | <b>Date:</b>         |                                |              |
| <b>Signature</b>                                 |                      |                                |              |
| <b>Name of Representative:</b>                   |                      |                                |              |
| <b>WEST STANISLAUS IRRIGATION DISTRICT GSA 1</b> |                      |                                |              |
| <b>West Stanislaus Irrigation District</b>       | <b>Date:</b>         |                                |              |
| <b>Signature</b>                                 |                      |                                |              |
| <b>Name of Representative:</b>                   |                      |                                |              |
| <b>DM II GSA</b>                                 |                      |                                |              |
| <b>Del Puerto Water District</b>                 | <b>Date:</b>         | <b>Oak Flat Water District</b> | <b>Date:</b> |
| <b>Signature</b>                                 |                      | <b>Signature</b>               |              |
| <b>Name of Representative:</b>                   |                      | <b>Name of Representative:</b> |              |
| <b>CITY OF PATTERSON GSA</b>                     |                      |                                |              |
| <b>City of Patterson</b>                         | <b>Date:</b> 9/20/18 |                                |              |
| <b>Signature</b>                                 |                      |                                |              |
| <b>Name of Representative:</b> Ken Irwin         |                      |                                |              |



|   |  |                         |                              |
|---|--|-------------------------|------------------------------|
| <b>CITY OF PATTERSON GSA</b>  |  |                         |                              |
| City of Patterson   |  | Date:                   |                              |
| Signature   |  |                         |                              |
| Name of Representative:   |  |                         |                              |
| <b>NORTHWESTERN DELTA-MENDOTA GSA</b>   |  |                         |                              |
| County of Merced  |  | Date: 7/31/18           | County of Stanislaus         |
| Date:   |  | Date:                   |                              |
| Signature   |  | Signature               |                              |
|    |  |                         |                              |
| Name of Representative: Jerald R. O'Banion  |  | Name of Representative: |                              |
| <b>CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA</b>                                |  |                         |                              |
| San Luis Water District   |  | Date:                   | Panoche Water District       |
| Date:   |  | Date:                   |                              |
| Signature   |  | Signature               |                              |
| Name of Representative:   |  | Name of Representative: |                              |
| Tranquillity Irrigation District  |  | Date:                   | Fresno Slough Water District |
| Date:   |  | Date:                   |                              |
| Signature   |  | Signature               |                              |
| Name of Representative:   |  | Name of Representative: |                              |
| Eagle Field Water District  |  | Date:                   | Pacheco Water District       |
| Date:   |  | Date:                   |                              |
| Signature   |  | Signature               |                              |
| Name of Representative:   |  | Name of Representative: |                              |
| Santa Nella County Water District   |  | Date:                   | Mercy Springs Water District |
| Date:   |  | Date:                   |                              |
| Signature   |  | Signature               |                              |
| Name of Representative:   |  | Name of Representative: |                              |
| County of Merced  |  | Date: 7/31/18           | County of Fresno             |
| Date:   |  | Date:                   |                              |
| Signature   |  | Signature               |                              |
|  |  |                         |                              |
| Name of Representative: Jerald R. O'Banion  |  | Name of Representative: |                              |
| <b>ORO LOMA WATER DISTRICT GSA</b>  |  |                         |                              |
| Oro Loma Water District   |  | Date:                   |                              |
| Signature   |  |                         |                              |
| Name of Representative:   |  |                         |                              |
| <b>WIDREN WATER DISTRICT GSA</b>  |  |                         |                              |
| Widren Water District   |  | Date:                   |                              |
| Signature   |  |                         |                              |
| Name of Representative:   |  |                         |                              |
| <b>SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA</b>                                   |  |                         |                              |
| Central California Irrigation District  |  | Date:                   | Columbia Canal Company       |
| Date:   |  | Date:                   |                              |
| Signature   |  | Signature               |                              |

|  |  |  |  |
|--|--|--|--|
| <b>CITY OF PATTERSON GSA</b>                         |  |  |  |
| City of Patterson                                    |  | Date:  |  |
| Signature  |  |  |  |
| Name of Representative:                              |  |  |  |
| <b>NORTHWESTERN DELTA-MENDOTA GSA</b>                |  |  |  |
| County of Merced                                     |  | Date:  |  |
| County of Stanislaus                                 |  | Date: 10/9/18  |  |
| Signature  |  | Signature  |  |
| Name of Representative:                              |  | Jim DeMartini, Chariman:   |  |
| APPROVED AS TO FORM                                  |  | BY:  Date: 10/3/18 |  |
| John P. Doering                                      |  | County Counsel   |  |
| Stanislaus County                                    |  | Asst County Counsel  |  |
| <b>CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA</b> |  |  |  |
| San Luis Water District                              |  | Date:  |  |
| Panoche Water District                               |  | Date:  |  |
| Signature  |  | Signature  |  |
| Name of Representative:                              |  | Name of Representative:  |  |
| Tranquillity Irrigation District                     |  | Date:  |  |
| Fresno Slough Water District                         |  | Date:  |  |
| Signature  |  | Signature  |  |
| Name of Representative:                              |  | Name of Representative:  |  |
| Eagle Field Water District                           |  | Date:  |  |
| Pacheco Water District                               |  | Date:  |  |
| Signature  |  | Signature  |  |
| Name of Representative:                              |  | Name of Representative:  |  |
| Santa Nella County Water District                    |  | Date:  |  |
| Mercy Springs Water District                         |  | Date:  |  |
| Signature  |  | Signature  |  |
| Name of Representative:                              |  | Name of Representative:  |  |
| County of Merced                                     |  | Date:  |  |
| County of Fresno                                     |  | Date:  |  |
| Signature  |  | Signature  |  |
| Name of Representative:                              |  | Name of Representative:  |  |
| <b>ORO LOMA WATER DISTRICT GSA</b>                   |  |  |  |
| Oro Loma Water District                              |  | Date:  |  |
| Signature  |  |  |  |
| Name of Representative:                              |  |  |  |
| <b>WIDREN WATER DISTRICT GSA</b>                     |  |  |  |
| Widren Water District                                |  | Date:  |  |
| Signature  |  |  |  |
| Name of Representative:                              |  |  |  |
| <b>SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA</b>    |  |  |  |
| Central California Irrigation District               |  | Date:  |  |
| Columbia Canal Company                               |  | Date:  |  |
| Signature  |  | Signature  |  |




|  |  |                         |                              |       |
|--|--|-------------------------|------------------------------|-------|
| <b>NORTHWESTERN DELTA-MENDOTA GSA</b>                |  |                         |                              |       |
| County of Merced                                     |  | Date:                   | County of Stanislaus         | Date: |
| Signature  |  | Signature               |                              |       |
| Name of Representative:                              |  | Name of Representative: |                              |       |
| <b>CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA</b> |  |                         |                              |       |
| San Luis Water District                              |  | Date: 8/13/18           | Panoche Water District       | Date: |
| Signature  |  | Signature               |                              |       |
| Name of Representative: Lon Martin                   |  | Name of Representative: |                              |       |
| Tranquillity Irrigation District                     |  | Date:                   | Fresno Slough Water District | Date: |
| Signature  |  | Signature               |                              |       |
| Name of Representative:                              |  | Name of Representative: |                              |       |
| Eagle Field Water District                           |  | Date:                   | Pacheco Water District       | Date: |
| Signature  |  | Signature               |                              |       |
| Name of Representative:                              |  | Name of Representative: |                              |       |
| Santa Nella County Water District                    |  | Date:                   | Mercy Springs Water District | Date: |
| Signature  |  | Signature               |                              |       |
| Name of Representative:                              |  | Name of Representative: |                              |       |
| County of Merced                                     |  | Date:                   | County of Fresno             | Date: |
| Signature  |  | Signature               |                              |       |
| Name of Representative:                              |  | Name of Representative: |                              |       |
| <b>ORO LOMA WATER DISTRICT GSA</b>                   |  |                         |                              |       |
| Oro Loma Water District                              |  | Date:                   |                              |       |
| Signature  |  |                         |                              |       |
| Name of Representative:                              |  |                         |                              |       |
| <b>WIDREN WATER DISTRICT GSA</b>                     |  |                         |                              |       |
| Widren Water District                                |  | Date:                   |                              |       |
| Signature  |  |                         |                              |       |
| Name of Representative:                              |  |                         |                              |       |
| <b>SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA</b>    |  |                         |                              |       |
| Central California Irrigation District               |  | Date:                   | Columbia Canal Company       | Date: |
| Signature  |  | Signature               |                              |       |
| Name of Representative:                              |  | Name of Representative: |                              |       |
| Firebaugh Canal Company                              |  | Date:                   | San Luis Canal Company       | Date: |
| Signature  |  | Signature               |                              |       |



|  |  |  |                              |
|--|--|--|------------------------------|
| <b>CITY OF PATTERSON GSA</b>                         |  |  |                              |
| City of Patterson                                    |  | Date:                                    |                              |
| Signature  |  |  |                              |
| Name of Representative:                              |  |  |                              |
| <b>NORTHWESTERN DELTA-MENDOTA GSA</b>                |  |  |                              |
| County of Merced                                     |  | Date:                                    | County of Stanislaus         |
| Date:  |  | Date:                                    |                              |
| Signature  |  | Signature                                |                              |
| Name of Representative:                              |  | Name of Representative:                  |                              |
| <b>CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA</b> |  |  |                              |
| San Luis Water District                              |  | Date:                                    | Panoche Water District       |
| Date:  |  | Date:                                    |                              |
| Signature  |  | Signature                                |                              |
| Name of Representative:                              |  | Name of Representative: John Bennett     |                              |
| Tranquillity Irrigation District                     |  | Date:                                    | Fresno Slough Water District |
| Date:  |  | Date:                                    |                              |
| Signature  |  | Signature                                |                              |
| Name of Representative:                              |  | Name of Representative:                  |                              |
| Eagle Field Water District                           |  | Date:                                    | Pacheco Water District       |
| Date:  |  | Date:                                    |                              |
| Signature  |  | Signature                                |                              |
| Name of Representative:                              |  | Name of Representative: Aaron Barcellos  |                              |
| Santa Nella County Water District                    |  | Date:                                    | Mercy Springs Water District |
| Date:  |  | Date:                                    |                              |
| Signature  |  | Signature                                |                              |
| Name of Representative:                              |  | Name of Representative: Michael Linneman |                              |
| County of Merced                                     |  | Date:                                    | County of Fresno             |
| Date:  |  | Date:                                    |                              |
| Signature  |  | Signature                                |                              |
| Name of Representative:                              |  | Name of Representative:                  |                              |
| <b>ORO LOMA WATER DISTRICT GSA</b>                   |  |  |                              |
| Oro Loma Water District                              |  | Date:                                    |                              |
| Signature  |  |  |                              |
| Name of Representative:                              |  |  |                              |
| <b>WIDREN WATER DISTRICT GSA</b>                     |  |  |                              |
| Widren Water District                                |  | Date:                                    |                              |
| Signature  |  |  |                              |
| Name of Representative:                              |  |  |                              |
| <b>SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA</b>    |  |  |                              |
| Central California Irrigation District               |  | Date:                                    | Columbia Canal Company       |
| Date:  |  | Date:                                    |                              |
| Signature  |  | Signature                                |                              |



|  |  |                         |                              |
|--|--|-------------------------|------------------------------|
| <b>CITY OF PATTERSON GSA</b>                         |  |                         |                              |
| City of Patterson                                    |  | Date:                   |                              |
| Signature  |  |                         |                              |
| Name of Representative:                              |  |                         |                              |
| <b>NORTHWESTERN DELTA-MENDOTA GSA</b>                |  |                         |                              |
| County of Merced                                     |  | Date:                   | County of Stanislaus         |
| Date:  |  | Date:                   |                              |
| Signature  |  | Signature               |                              |
| Name of Representative:                              |  | Name of Representative: |                              |
| <b>CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA</b> |  |                         |                              |
| San Luis Water District                              |  | Date:                   | Panoche Water District       |
| Date:  |  | Date:                   |                              |
| Signature  |  | Signature               |                              |
| Name of Representative:                              |  | Name of Representative: |                              |
| Tranquillity Irrigation District                     |  | Date:                   | Fresno Slough Water District |
| Date:  |  | Date:                   |                              |
| Signature  |  | Signature               |                              |
| Name of Representative: Jerry Salvador               |  | Name of Representative: |                              |
| Eagle Field Water District                           |  | Date:                   | Pacheco Water District       |
| Date:  |  | Date:                   |                              |
| Signature  |  | Signature               |                              |
| Name of Representative:                              |  | Name of Representative: |                              |
| Santa Nella County Water District                    |  | Date:                   | Mercy Springs Water District |
| Date:  |  | Date:                   |                              |
| Signature  |  | Signature               |                              |
| Name of Representative:                              |  | Name of Representative: |                              |
| County of Merced                                     |  | Date:                   | County of Fresno             |
| Date:  |  | Date:                   |                              |
| Signature  |  | Signature               |                              |
| Name of Representative:                              |  | Name of Representative: |                              |
| <b>ORO LOMA WATER DISTRICT GSA</b>                   |  |                         |                              |
| Oro Loma Water District                              |  | Date:                   |                              |
| Signature  |  |                         |                              |
| Name of Representative:                              |  |                         |                              |
| <b>WIDREN WATER DISTRICT GSA</b>                     |  |                         |                              |
| Widren Water District                                |  | Date:                   |                              |
| Signature  |  |                         |                              |
| Name of Representative:                              |  |                         |                              |
| <b>SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA</b>    |  |                         |                              |
| Central California Irrigation District               |  | Date:                   | Columbia Canal Company       |
| Date:  |  | Date:                   |                              |
| Signature  |  | Signature               |                              |

|  |              |  |              |
|--|--------------|--|--------------|
| <b>NORTHWESTERN DELTA-MENDOTA GSA</b>                |              |  |              |
| <b>County of Merced</b>                              | <b>Date:</b> | <b>County of Stanislaus</b>  | <b>Date:</b> |
| <b>Signature</b>                                     |              | <b>Signature</b>   |              |
| <b>Name of Representative:</b>                       |              | <b>Name of Representative:</b>   |              |
| <b>CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA</b> |              |  |              |
| <b>San Luis Water District</b>                       | <b>Date:</b> | <b>Panoche Water District</b>  | <b>Date:</b> |
| <b>Signature</b>                                     |              | <b>Signature</b>   |              |
| <b>Name of Representative:</b>                       |              | <b>Name of Representative:</b>   |              |
| <b>Tranquillity Irrigation District</b>              | <b>Date:</b> | <b>Fresno Slough Water District</b>  | <b>Date:</b> |
| <b>Signature</b>                                     |              | <b>Signature</b>   | 8-6-18       |
|  |              |  |              |
| <b>Name of Representative:</b>                       |              | <b>Name of Representative:</b> Elizabeth Reeves                                    |              |
| <b>Eagle Field Water District</b>                    | <b>Date:</b> | <b>Pacheco Water District</b>  | <b>Date:</b> |
| <b>Signature</b>                                     |              | <b>Signature</b>   |              |
| <b>Name of Representative:</b>                       |              | <b>Name of Representative:</b>   |              |
| <b>Santa Nella County Water District</b>             | <b>Date:</b> | <b>Mercy Springs Water District</b>  | <b>Date:</b> |
| <b>Signature</b>                                     |              | <b>Signature</b>   |              |
| <b>Name of Representative:</b>                       |              | <b>Name of Representative:</b>   |              |
| <b>County of Merced</b>                              | <b>Date:</b> | <b>County of Fresno</b>  | <b>Date:</b> |
| <b>Signature</b>                                     |              | <b>Signature</b>   |              |
| <b>Name of Representative:</b>                       |              | <b>Name of Representative:</b>   |              |
| <b>ORO LOMA WATER DISTRICT GSA</b>                   |              |  |              |
| <b>Oro Loma Water District</b>                       | <b>Date:</b> |  |              |
| <b>Signature</b>                                     |              |  |              |
| <b>Name of Representative:</b>                       |              |  |              |
| <b>WIDREN WATER DISTRICT GSA</b>                     |              |  |              |
| <b>Widren Water District</b>                         | <b>Date:</b> |  |              |
| <b>Signature</b>                                     |              |  |              |
| <b>Name of Representative:</b>                       |              |  |              |
| <b>SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA</b>    |              |  |              |
| <b>Central California Irrigation District</b>        | <b>Date:</b> | <b>Columbia Canal Company</b>  | <b>Date:</b> |
| <b>Signature</b>                                     |              | <b>Signature</b>   |              |
| <b>Name of Representative:</b>                       |              | <b>Name of Representative:</b>   |              |
| <b>Firebaugh Canal Company</b>                       | <b>Date:</b> | <b>San Luis Canal Company</b>  | <b>Date:</b> |
| <b>Signature</b>                                     |              | <b>Signature</b>   |              |

|  |  |                                |  |
|--|--|--------------------------------|--|
| <b>NORTHWESTERN DELTA-MENDOTA GSA</b>                |  |                                |  |
| <b>County of Merced</b>                              |  | <b>Date:</b>                   |  |
| <b>Signature</b>                                     |  | <b>Signature</b>               |  |
| <b>Name of Representative:</b>                       |  | <b>Name of Representative:</b> |  |
| <b>CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA</b> |  |                                |  |
| <b>San Luis Water District</b>                       |  | <b>Date:</b>                   |  |
| <b>Signature</b>                                     |  | <b>Signature</b>               |  |
| <b>Name of Representative:</b>                       |  | <b>Name of Representative:</b> |  |
| <b>Tranquillity Irrigation District</b>              |  | <b>Date:</b>                   |  |
| <b>Signature</b>                                     |  | <b>Signature</b>               |  |
| <b>Name of Representative:</b>                       |  | <b>Name of Representative:</b> |  |
| <b>Eagle Field Water District</b>                    |  | <b>Date:</b>                   |  |
| <b>Signature</b>                                     |  | <b>Signature</b>               |  |
| <b>Name of Representative: Randall Miles</b>         |  | <b>Name of Representative:</b> |  |
| <b>Santa Nella County Water District</b>             |  | <b>Date:</b>                   |  |
| <b>Signature</b>                                     |  | <b>Signature</b>               |  |
| <b>Name of Representative:</b>                       |  | <b>Name of Representative:</b> |  |
| <b>County of Merced</b>                              |  | <b>Date:</b>                   |  |
| <b>Signature</b>                                     |  | <b>Signature</b>               |  |
| <b>Name of Representative:</b>                       |  | <b>Name of Representative:</b> |  |
| <b>ORO LOMA WATER DISTRICT GSA</b>                   |  |                                |  |
| <b>Oro Loma Water District</b>                       |  | <b>Date:</b>                   |  |
| <b>Signature</b>                                     |  |                                |  |
| <b>Name of Representative:</b>                       |  |                                |  |
| <b>WIDREN WATER DISTRICT GSA</b>                     |  |                                |  |
| <b>Widren Water District</b>                         |  | <b>Date:</b>                   |  |
| <b>Signature</b>                                     |  |                                |  |
| <b>Name of Representative:</b>                       |  |                                |  |
| <b>SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA</b>    |  |                                |  |
| <b>Central California Irrigation District</b>        |  | <b>Date:</b>                   |  |
| <b>Signature</b>                                     |  | <b>Signature</b>               |  |
| <b>Name of Representative:</b>                       |  | <b>Name of Representative:</b> |  |
| <b>Firebaugh Canal Company</b>                       |  | <b>Date:</b>                   |  |
| <b>Signature</b>                                     |  | <b>Signature</b>               |  |
| <b>Name of Representative:</b>                       |  | <b>Name of Representative:</b> |  |
| <b>San Luis Canal Company</b>                        |  | <b>Date:</b>                   |  |
| <b>Signature</b>                                     |  | <b>Signature</b>               |  |

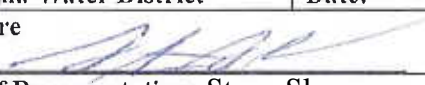


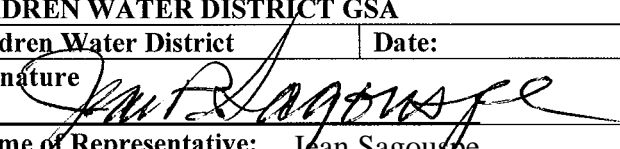
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|--|--|-------------------------|------------------------------|-------|
| <b>NORTHWESTERN DELTA-MENDOTA GSA</b>                |  |                         |                              |       |
| County of Merced                                     |  | Date:                   | County of Stanislaus         | Date: |
| Signature  |  | Signature               |                              |       |
| Name of Representative:                              |  | Name of Representative: |                              |       |
| <b>CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA</b> |  |                         |                              |       |
| San Luis Water District                              |  | Date:                   | Panoche Water District       | Date: |
| Signature  |  | Signature               |                              |       |
| Name of Representative:                              |  | Name of Representative: |                              |       |
| Tranquillity Irrigation District                     |  | Date:                   | Fresno Slough Water District | Date: |
| Signature  |  | Signature               |                              |       |
| Name of Representative:                              |  | Name of Representative: |                              |       |
| Eagle Field Water District                           |  | Date:                   | Pacheco Water District       | Date: |
| Signature  |  | Signature               |                              |       |
| Name of Representative: <i>Amy Montgomery</i>        |  | Name of Representative: |                              |       |
| Santa Nella County Water District                    |  | Date: <i>9/14/18</i>    | Mercy Springs Water District | Date: |
| Signature <i>Amy</i>                                 |  | Signature               |                              |       |
| Name of Representative:                              |  | Name of Representative: |                              |       |
| County of Merced                                     |  | Date:                   | County of Fresno             | Date: |
| Signature  |  | Signature               |                              |       |
| Name of Representative:                              |  | Name of Representative: |                              |       |
| <b>ORO LOMA WATER DISTRICT GSA</b>                   |  |                         |                              |       |
| Oro Loma Water District                              |  | Date:                   |                              |       |
| Signature  |  |                         |                              |       |
| Name of Representative:                              |  |                         |                              |       |
| <b>WIDREN WATER DISTRICT GSA</b>                     |  |                         |                              |       |
| Widren Water District                                |  | Date:                   |                              |       |
| Signature  |  |                         |                              |       |
| Name of Representative:                              |  |                         |                              |       |
| <b>SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA</b>    |  |                         |                              |       |
| Central California Irrigation District               |  | Date:                   | Columbia Canal Company       | Date: |
| Signature  |  | Signature               |                              |       |
| Name of Representative:                              |  | Name of Representative: |                              |       |
| Firebaugh Canal Company                              |  | Date:                   | San Luis Canal Company       | Date: |
| Signature  |  | Signature               |                              |       |

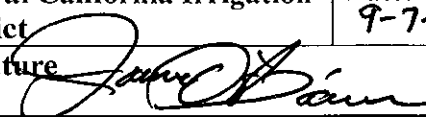




|  |  |       |                                      |  |               |
|--|--|-------|--------------------------------------|--|---------------|
| <b>NORTHWESTERN DELTA-MENDOTA GSA</b>                |  |       |                                      |  |               |
| County of Merced                                     |  | Date: | County of Stanislaus                 |  | Date:         |
| Signature  |  |       | Signature                            |  |               |
| Name of Representative:                              |  |       | Name of Representative:              |  |               |
| <b>CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA</b> |  |       |                                      |  |               |
| San Luis Water District                              |  | Date: | Panoche Water District               |  | Date:         |
| Signature  |  |       | Signature                            |  |               |
| Name of Representative:                              |  |       | Name of Representative:              |  |               |
| Tranquillity Irrigation District                     |  | Date: | Fresno Slough Water District         |  | Date:         |
| Signature  |  |       | Signature                            |  |               |
| Name of Representative:                              |  |       | Name of Representative:              |  |               |
| Eagle Field Water District                           |  | Date: | Pacheco Water District               |  | Date:         |
| Signature  |  |       | Signature                            |  |               |
| Name of Representative:                              |  |       | Name of Representative:              |  |               |
| Santa Nella County Water District                    |  | Date: | Mercy Springs Water District         |  | Date:         |
| Signature  |  |       | Signature                            |  |               |
| Name of Representative:                              |  |       | Name of Representative:              |  |               |
| County of Merced                                     |  | Date: | County of Fresno                     |  | Date: 8/21/18 |
| Signature  |  |       | Signature <i>Sal Quintero</i>        |  |               |
| Name of Representative:                              |  |       | Name of Representative: Sal Quintero |  |               |
| <b>ORO LOMA WATER DISTRICT GSA</b>                   |  |       |                                      |  |               |
| Oro Loma Water District                              |  | Date: |                                      |  |               |
| Signature  |  |       |                                      |  |               |
| Name of Representative:                              |  |       |                                      |  |               |
| <b>WIDREN WATER DISTRICT GSA</b>                     |  |       |                                      |  |               |
| Widren Water District                                |  | Date: |                                      |  |               |
| Signature  |  |       |                                      |  |               |
| Name of Representative:                              |  |       |                                      |  |               |
| <b>SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA</b>    |  |       |                                      |  |               |
| Central California Irrigation District               |  | Date: | Columbia Canal Company               |  | Date:         |
| Signature  |  |       | Signature                            |  |               |
| Name of Representative:                              |  |       | Name of Representative:              |  |               |
| Firebaugh Canal Company                              |  | Date: | San Luis Canal Company               |  | Date:         |
| Signature  |  |       | Signature                            |  |               |

ATTEST:  
 BERNICE E. SEIDEL  
 Clerk of the Board of Supervisors  
 County of Fresno, State of California  
 By *Bernice E. Seidel* Deputy

|   |       |                              |       |
|---|-------|------------------------------|-------|
| <b>NORTHWESTERN DELTA-MENDOTA GSA</b>   |       |                              |       |
| County of Merced  | Date: | County of Stanislaus         | Date: |
| Signature   |       | Signature                    |       |
| Name of Representative:   |       | Name of Representative:      |       |
| <b>CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA</b>  |       |                              |       |
| San Luis Water District   | Date: | Panoche Water District       | Date: |
| Signature   |       | Signature                    |       |
| Name of Representative:   |       | Name of Representative:      |       |
| Tranquillity Irrigation District  | Date: | Fresno Slough Water District | Date: |
| Signature   |       | Signature                    |       |
| Name of Representative:   |       | Name of Representative:      |       |
| Eagle Field Water District  | Date: | Pacheco Water District       | Date: |
| Signature   |       | Signature                    |       |
| Name of Representative:   |       | Name of Representative:      |       |
| Santa Nella County Water District   | Date: | Mercy Springs Water District | Date: |
| Signature   |       | Signature                    |       |
| Name of Representative:   |       | Name of Representative:      |       |
| County of Merced  | Date: | County of Fresno             | Date: |
| Signature   |       | Signature                    |       |
| Name of Representative:   |       | Name of Representative:      |       |
| <b>ORO LOMA WATER DISTRICT GSA</b>  |       |                              |       |
| Oro Loma Water District   | Date: |                              |       |
| Signature  |       |                              |       |
| Name of Representative: Steve Sloan   |       |                              |       |
| <b>WIDREN WATER DISTRICT GSA</b>  |       |                              |       |
| Widren Water District   | Date: |                              |       |
| Signature   |       |                              |       |
| Name of Representative:   |       |                              |       |
| <b>SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA</b>   |       |                              |       |
| Central California Irrigation District  | Date: | Columbia Canal Company       | Date: |
| Signature   |       | Signature                    |       |
| Name of Representative:   |       | Name of Representative:      |       |
| Firebaugh Canal Company   | Date: | San Luis Canal Company       | Date: |
| Signature   |       | Signature                    |       |


|   |       |                              |       |
|---|-------|------------------------------|-------|
| <b>NORTHWESTERN DELTA-MENDOTA GSA</b>   |       |                              |       |
| County of Merced  | Date: | County of Stanislaus         | Date: |
| Signature   |       | Signature                    |       |
| Name of Representative:   |       | Name of Representative:      |       |
| <b>CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA</b>  |       |                              |       |
| San Luis Water District   | Date: | Panoche Water District       | Date: |
| Signature   |       | Signature                    |       |
| Name of Representative:   |       | Name of Representative:      |       |
| Tranquillity Irrigation District  | Date: | Fresno Slough Water District | Date: |
| Signature   |       | Signature                    |       |
| Name of Representative:   |       | Name of Representative:      |       |
| Eagle Field Water District  | Date: | Pacheco Water District       | Date: |
| Signature   |       | Signature                    |       |
| Name of Representative:   |       | Name of Representative:      |       |
| Santa Nella County Water District   | Date: | Mercy Springs Water District | Date: |
| Signature   |       | Signature                    |       |
| Name of Representative:   |       | Name of Representative:      |       |
| County of Merced  | Date: | County of Fresno             | Date: |
| Signature   |       | Signature                    |       |
| Name of Representative:   |       | Name of Representative:      |       |
| <b>ORO LOMA WATER DISTRICT GSA</b>  |       |                              |       |
| Oro Loma Water District   | Date: |                              |       |
| Signature   |       |                              |       |
| Name of Representative:   |       |                              |       |
| <b>WIDREN WATER DISTRICT GSA</b>  |       |                              |       |
| Widren Water District   | Date: |                              |       |
| Signature  |       |                              |       |
| Name of Representative: Jean Sagoupe  |       |                              |       |
| <b>SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA</b>   |       |                              |       |
| Central California Irrigation District  | Date: | Columbia Canal Company       | Date: |
| Signature   |       | Signature                    |       |
| Name of Representative:   |       | Name of Representative:      |       |
| Firebaugh Canal Company   | Date: | San Luis Canal Company       | Date: |
| Signature   |       | Signature                    |       |


|   |                |  |       |
|---|----------------|--|-------|
| <b>NORTHWESTERN DELTA-MENDOTA GSA</b>   |                |  |       |
| County of Merced  | Date:          | County of Stanislaus   | Date: |
| Signature   |                | Signature  |       |
| Name of Representative:   |                | Name of Representative:  |       |
| <b>CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA</b>  |                |  |       |
| San Luis Water District   | Date:          | Panoche Water District   | Date: |
| Signature   |                | Signature  |       |
| Name of Representative:   |                | Name of Representative:  |       |
| Tranquillity Irrigation District  | Date:          | Fresno Slough Water District   | Date: |
| Signature   |                | Signature  |       |
| Name of Representative:   |                | Name of Representative:  |       |
| Eagle Field Water District  | Date:          | Pacheco Water District   | Date: |
| Signature   |                | Signature  |       |
| Name of Representative:   |                | Name of Representative:  |       |
| Santa Nella County Water District   | Date:          | Mercy Springs Water District   | Date: |
| Signature   |                | Signature  |       |
| Name of Representative:   |                | Name of Representative:  |       |
| County of Merced  | Date:          | County of Fresno   | Date: |
| Signature   |                | Signature  |       |
| Name of Representative:   |                | Name of Representative:  |       |
| <b>ORO LOMA WATER DISTRICT GSA</b>  |                |  |       |
| Oro Loma Water District   | Date:          |  |       |
| Signature   |                |  |       |
| Name of Representative:   |                |  |       |
| <b>WIDREN WATER DISTRICT GSA</b>  |                |  |       |
| Widren Water District   | Date:          |  |       |
| Signature   |                |  |       |
| Name of Representative:   |                |  |       |
| <b>SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA</b>   |                |  |       |
| Central California Irrigation District  | Date: 9-7-2016 | Columbia Canal Company   | Date: |
| Signature  |                | Signature  |       |
| Name of Representative: James O'Banion  |                | Name of Representative:  |       |
| Firebaugh Canal Company   | Date:          | San Luis Canal Company   | Date: |
| Signature  |                | Signature  |       |


Mike Stearns

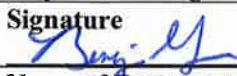
Jim Nickel

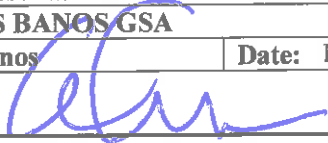


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|--|-------|--|-------|
| <b>NORTHWESTERN DELTA-MENDOTA GSA</b>                |       |  |       |
| County of Merced                                     | Date: | County of Stanislaus   | Date: |
| Signature  |       | Signature  |       |
| Name of Representative:                              |       | Name of Representative:  |       |
| <b>CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA</b> |       |  |       |
| San Luis Water District                              | Date: | Panoche Water District   | Date: |
| Signature  |       | Signature  |       |
| Name of Representative:                              |       | Name of Representative:  |       |
| Tranquillity Irrigation District                     | Date: | Fresno Slough Water District   | Date: |
| Signature  |       | Signature  |       |
| Name of Representative:                              |       | Name of Representative:  |       |
| Eagle Field Water District                           | Date: | Pacheco Water District   | Date: |
| Signature  |       | Signature  |       |
| Name of Representative:                              |       | Name of Representative:  |       |
| Santa Nella County Water District                    | Date: | Mercy Springs Water District   | Date: |
| Signature  |       | Signature  |       |
| Name of Representative:                              |       | Name of Representative:  |       |
| County of Merced                                     | Date: | County of Fresno   | Date: |
| Signature  |       | Signature  |       |
| Name of Representative:                              |       | Name of Representative:  |       |
| <b>ORO LOMA WATER DISTRICT GSA</b>                   |       |  |       |
| Oro Loma Water District                              | Date: |  |       |
| Signature  |       |  |       |
| Name of Representative:                              |       |  |       |
| <b>WIDREN WATER DISTRICT GSA</b>                     |       |  |       |
| Widren Water District                                | Date: |  |       |
| Signature  |       |  |       |
| Name of Representative:                              |       |  |       |
| <b>SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA</b>    |       |  |       |
| Central California Irrigation District               | Date: | Columbia Canal Company   | Date: |
| Signature  |       | Signature  |       |
| Name of Representative:                              |       | Name of Representative: Kimberly Brown   |       |
| Firebaugh Canal Company                              | Date: | San Luis Canal Company   | Date: |
| Signature  |       | Signature  |       |

|   |  |                         |  |
|---|--|-------------------------|--|
| Name of Representative:   |  | Name of Representative: |  |
| TURNER ISLAND WATER DISTRICT -2 GSA   |  |                         |  |
| Turner Island Water District  |  | Date: 8/6/2018          |  |
| Signature  President |  |                         |  |
| Name of Representative: DONALD SKINNER, President   |  |                         |  |
| CITY OF MENDOTA GSA   |  |                         |  |
| City of Mendota   |  | Date:                   |  |
| Signature   |  |                         |  |
| Name of Representative:   |  |                         |  |
| CITY OF FIREBAUGH GSA   |  |                         |  |
| City of Firebaugh   |  | Date:                   |  |
| Signature   |  |                         |  |
| Name of Representative:   |  |                         |  |
| CITY OF LOS BANOS GSA   |  |                         |  |
| City of Los Banos   |  | Date:                   |  |
| Signature   |  |                         |  |
| Name of Representative:   |  |                         |  |
| CITY OF DOS PALOS GSA   |  |                         |  |
| City of Dos Palos   |  | Date:                   |  |
| Signature   |  |                         |  |
| Name of Representative:   |  |                         |  |
| CITY OF GUSTINE GSA   |  |                         |  |
| City of Gustine   |  | Date:                   |  |
| Signature   |  |                         |  |
| Name of Representative:   |  |                         |  |
| CITY OF NEWMAN GSA  |  |                         |  |
| City of Newman  |  | Date:                   |  |
| Signature   |  |                         |  |
| Name of Representative:   |  |                         |  |
| COUNTY OF MADERA-3 GSA  |  |                         |  |
| County of Madera  |  | Date:                   |  |
| Signature   |  |                         |  |
| Name of Representative:   |  |                         |  |
| COUNTY OF MERCED DELTA-MENDOTA GSA  |  |                         |  |
| County of Merced  |  | Date:                   |  |
| Signature   |  |                         |  |
| Name of Representative:   |  |                         |  |

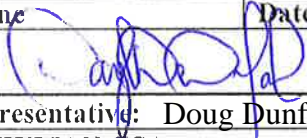
|   |  |                         |  |
|---|--|-------------------------|--|
| Name of Representative:   |  | Name of Representative: |  |
| TURNER ISLAND WATER DISTRICT -2 GSA   |  |                         |  |
| Turner Island Water District  |  | Date:                   |  |
| Signature   |  |                         |  |
| Name of Representative:   |  | Name of Representative: |  |
| CITY OF MENDOTA GSA   |  |                         |  |
| City of Mendota   |  | Date: 12/12/16          |  |
| Signature  |  |                         |  |
| Name of Representative: Cristian Gonzalez   |  | Name of Representative: |  |
| CITY OF FIREBAUGH GSA   |  |                         |  |
| City of Firebaugh   |  | Date:                   |  |
| Signature   |  |                         |  |
| Name of Representative:   |  | Name of Representative: |  |
| CITY OF LOS BANOS GSA   |  |                         |  |
| City of Los Banos   |  | Date:                   |  |
| Signature   |  |                         |  |
| Name of Representative:   |  | Name of Representative: |  |
| CITY OF DOS PALOS GSA   |  |                         |  |
| City of Dos Palos   |  | Date:                   |  |
| Signature   |  |                         |  |
| Name of Representative:   |  | Name of Representative: |  |
| CITY OF GUSTINE GSA   |  |                         |  |
| City of Gustine   |  | Date:                   |  |
| Signature   |  |                         |  |
| Name of Representative:   |  | Name of Representative: |  |
| CITY OF NEWMAN GSA  |  |                         |  |
| City of Newman  |  | Date:                   |  |
| Signature   |  |                         |  |
| Name of Representative:   |  | Name of Representative: |  |
| COUNTY OF MADERA-3 GSA  |  |                         |  |
| County of Madera  |  | Date:                   |  |
| Signature   |  |                         |  |
| Name of Representative:   |  | Name of Representative: |  |
| COUNTY OF MERCED DELTA-MENDOTA GSA  |  |                         |  |
| County of Merced  |  | Date:                   |  |
| Signature   |  |                         |  |
| Name of Representative:   |  | Name of Representative: |  |


|  |  |                                |  |
|--|--|--------------------------------|--|
| <b>Name of Representative:</b>   |  | <b>Name of Representative:</b> |  |
| TURNER ISLAND WATER DISTRICT -2 GSA  |  |                                |  |
| Turner Island Water District   |  | Date:                          |  |
| Signature  |  |                                |  |
| <b>Name of Representative:</b>   |  | <b>Name of Representative:</b> |  |
| CITY OF MENDOTA GSA  |  |                                |  |
| City of Mendota  |  | Date:                          |  |
| Signature  |  |                                |  |
| <b>Name of Representative:</b>   |  | <b>Name of Representative:</b> |  |
| CITY OF FIREBAUGH GSA  |  |                                |  |
| City of Firebaugh  |  | Date: 9-25-18                  |  |
| Signature<br> |  |                                |  |
| <b>Name of Representative:</b> Ben Gallegos  |  | <b>Name of Representative:</b> |  |
| CITY OF LOS BANOS GSA  |  |                                |  |
| City of Los Banos  |  | Date:                          |  |
| Signature  |  |                                |  |
| <b>Name of Representative:</b>   |  | <b>Name of Representative:</b> |  |
| CITY OF DOS PALOS GSA  |  |                                |  |
| City of Dos Palos  |  | Date:                          |  |
| Signature  |  |                                |  |
| <b>Name of Representative:</b>   |  | <b>Name of Representative:</b> |  |
| CITY OF GUSTINE GSA  |  |                                |  |
| City of Gustine  |  | Date:                          |  |
| Signature  |  |                                |  |
| <b>Name of Representative:</b>   |  | <b>Name of Representative:</b> |  |
| CITY OF NEWMAN GSA   |  |                                |  |
| City of Newman   |  | Date:                          |  |
| Signature  |  |                                |  |
| <b>Name of Representative:</b>   |  | <b>Name of Representative:</b> |  |
| COUNTY OF MADERA-3 GSA   |  |                                |  |
| County of Madera   |  | Date:                          |  |
| Signature  |  |                                |  |
| <b>Name of Representative:</b>   |  | <b>Name of Representative:</b> |  |
| COUNTY OF MERCED DELTA-MENDOTA GSA   |  |                                |  |
| County of Merced   |  | Date:                          |  |
| Signature  |  |                                |  |
| <b>Name of Representative:</b>   |  | <b>Name of Representative:</b> |  |

|   |                                |                                |
|---|--------------------------------|--------------------------------|
| <b>Name of Representative:</b>  |                                | <b>Name of Representative:</b> |
| TURNER ISLAND WATER DISTRICT -2 GSA   |                                |                                |
| Turner Island Water District  | <b>Date:</b>                   |                                |
| Signature   |                                |                                |
| <b>Name of Representative:</b>  |                                |                                |
| CITY OF MENDOTA GSA   |                                |                                |
| City of Mendota   | <b>Date:</b>                   |                                |
| Signature   |                                |                                |
| <b>Name of Representative:</b>  |                                |                                |
| CITY OF FIREBAUGH GSA   |                                |                                |
| City of Firebaugh   | <b>Date:</b>                   |                                |
| Signature   |                                |                                |
| <b>Name of Representative:</b>  |                                |                                |
| CITY OF LOS BANOS GSA   |                                |                                |
| City of Los Banos   | <b>Date:</b> November 14, 2018 |                                |
| Signature  |                                |                                |
| <b>Name of Representative:</b> Alex Terrazas, City Manager                                  |                                |                                |
| CITY OF DOS PALOS GSA   |                                |                                |
| City of Dos Palos   | <b>Date:</b>                   |                                |
| Signature   |                                |                                |
| <b>Name of Representative:</b>  |                                |                                |
|   |                                |                                |
|   |                                |                                |
| <b>Name of Representative:</b>  |                                |                                |
| CITY OF GUSTINE GSA   |                                |                                |
| City of Gustine   | <b>Date:</b>                   |                                |
| Signature   |                                |                                |
| <b>Name of Representative:</b>  |                                |                                |
| CITY OF NEWMAN GSA  |                                |                                |
| City of Newman  | <b>Date:</b>                   |                                |
| Signature   |                                |                                |
| <b>Name of Representative:</b>  |                                |                                |
| COUNTY OF MADERA-3 GSA  |                                |                                |
| County of Madera  | <b>Date:</b>                   |                                |
| Signature   |                                |                                |
| <b>Name of Representative:</b>  |                                |                                |
| COUNTY OF MERCED DELTA-MENDOTA GSA  |                                |                                |
| County of Merced  | <b>Date:</b>                   |                                |
| Signature   |                                |                                |
| <b>Name of Representative:</b>  |                                |                                |


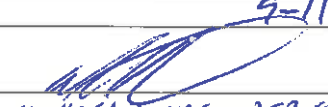




|   |  |                          |  |
|---|--|--------------------------|--|
| Name of Representative:   |  | Name of Representative:  |  |
| TURNER ISLAND WATER DISTRICT -2 GSA   |  |                          |  |
| Turner Island Water District  |  | Date:                    |  |
| Signature   |  |                          |  |
| Name of Representative:   |  | Name of Representative:  |  |
| CITY OF MENDOTA GSA   |  |                          |  |
| City of Mendota   |  | Date:                    |  |
| Signature   |  |                          |  |
| Name of Representative:   |  | Name of Representative:  |  |
| CITY OF FIREBAUGH GSA   |  |                          |  |
| City of Firebaugh   |  | Date:                    |  |
| Signature   |  |                          |  |
| Name of Representative:   |  | Name of Representative:  |  |
| CITY OF LOS BANOS GSA   |  |                          |  |
| City of Los Banos   |  | Date:                    |  |
| Signature   |  |                          |  |
| Name of Representative:   |  | Name of Representative:  |  |
| CITY OF DOS PALOS GSA   |  |                          |  |
| City of Dos Palos   |  | Date:                    |  |
| Signature   |  |                          |  |
| Name of Representative:   |  | Name of Representative:  |  |
| CITY OF GUSTINE GSA   |  |                          |  |
| City of Gustine   |  | Date: September 18, 2018 |  |
| Signature  |  |                          |  |
| Name of Representative: Doug Dunford  |  | Name of Representative:  |  |
| CITY OF NEWMAN GSA  |  |                          |  |
| City of Newman  |  | Date:                    |  |
| Signature   |  |                          |  |
| Name of Representative:   |  | Name of Representative:  |  |
| COUNTY OF MADERA-3 GSA  |  |                          |  |
| County of Madera  |  | Date:                    |  |
| Signature   |  |                          |  |
| Name of Representative:   |  | Name of Representative:  |  |
| COUNTY OF MERCED DELTA-MENDOTA GSA  |  |                          |  |
| County of Merced  |  | Date:                    |  |
| Signature   |  |                          |  |
| Name of Representative:   |  | Name of Representative:  |  |

|  |  |                         |  |
|--|--|-------------------------|--|
| Name of Representative:  |  | Name of Representative: |  |
| TURNER ISLAND WATER DISTRICT -2 GSA  |  |                         |  |
| Turner Island Water District   |  | Date:                   |  |
| Signature  |  |                         |  |
| Name of Representative:  |  | Name of Representative: |  |
| CITY OF MENDOTA GSA  |  |                         |  |
| City of Mendota  |  | Date:                   |  |
| Signature  |  |                         |  |
| Name of Representative:  |  | Name of Representative: |  |
| CITY OF FIREBAUGH GSA  |  |                         |  |
| City of Firebaugh  |  | Date:                   |  |
| Signature  |  |                         |  |
| Name of Representative:  |  | Name of Representative: |  |
| CITY OF LOS BANOS GSA  |  |                         |  |
| City of Los Banos  |  | Date:                   |  |
| Signature  |  |                         |  |
| Name of Representative:  |  | Name of Representative: |  |
| CITY OF DOS PALOS GSA  |  |                         |  |
| City of Dos Palos  |  | Date:                   |  |
| Signature  |  |                         |  |
| Name of Representative:  |  | Name of Representative: |  |
| CITY OF GUSTINE GSA  |  |                         |  |
| City of Gustine  |  | Date:                   |  |
| Signature  |  |                         |  |
| Name of Representative:  |  | Name of Representative: |  |
| CITY OF NEWMAN GSA   |  |                         |  |
| City of Newman   |  | Date: 15 AUG 18         |  |
| Signature<br> |  |                         |  |
| Name of Representative: Michael E. Holland   |  | Name of Representative: |  |
| COUNTY OF MADERA-3 GSA   |  |                         |  |
| County of Madera   |  | Date:                   |  |
| Signature  |  |                         |  |
| Name of Representative:  |  | Name of Representative: |  |
| COUNTY OF MERCED DELTA-MENDOTA GSA   |  |                         |  |
| County of Merced   |  | Date:                   |  |



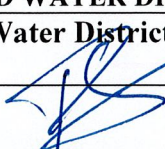

|   |  |   |  |
|---|--|---|--|
| Name of Representative:   |  | Name of Representative:   |  |
| TURNER ISLAND WATER DISTRICT -2 GSA   |  |   |  |
| Turner Island Water District  |  | Date:   |  |
| Signature   |  |   |  |
| Name of Representative:   |  | Name of Representative:   |  |
| CITY OF MENDOTA GSA   |  |   |  |
| City of Mendota   |  | Date:   |  |
| Signature   |  |   |  |
| Name of Representative:   |  | Name of Representative:   |  |
| CITY OF FIREBAUGH GSA   |  |   |  |
| City of Firebaugh   |  | Date:   |  |
| Signature   |  |   |  |
| Name of Representative:   |  | Name of Representative:   |  |
| CITY OF LOS BANOS GSA   |  |   |  |
| City of Los Banos   |  | Date:   |  |
| Signature   |  |   |  |
| Name of Representative:   |  | Name of Representative:   |  |
| CITY OF DOS PALOS GSA   |  |   |  |
| City of Dos Palos   |  | Date:   |  |
| Signature   |  |   |  |
| Name of Representative:   |  | Name of Representative:   |  |
| CITY OF GUSTINE GSA   |  |   |  |
| City of Gustine   |  | Date:   |  |
| Signature   |  |   |  |
| Name of Representative:   |  | Name of Representative:   |  |
| CITY OF NEWMAN GSA  |  |   |  |
| City of Newman  |  | Date:   |  |
| Signature   |  |   |  |
| Name of Representative:   |  | Name of Representative:   |  |
| COUNTY OF MADERA-3 GSA  |  |   |  |
| County of Madera  |  | Date: 10-02-2018  |  |
| Signature  |  | Date: 9-11-18   |  |
| Name of Representative: Tom Wheeler   |  |  |  |
| COUNTY OF MERCED DELTA-MENDOTA GSA  |  |   |  |
| County of Merced  |  | Date:   |  |
| Signature   |  |   |  |
| Name of Representative:   |  | Name of Representative:   |  |

MICHAEL TUMPSON, PER COUNTY COUNSEL

|  |  |                         |  |
|--|--|-------------------------|--|
| <b>COUNTY OF MERCED DELTA-MENDOTA GSA</b>  |  |                         |  |
| County of Merced                           |  | Date: 7/31/18           |  |
| Signature<br><i>Jerald R. O'Banion</i>     |  |                         |  |
| Name of Representative: Jerald R. O'Banion |  |                         |  |
| <b>GRASSLAND WATER DISTRICT GSA</b>        |  |                         |  |
| Grassland Water District                   |  | Date:                   | Grassland Resource Conservation District |
| Signature                                  |  | Date:                   | Signature                                |
| Name of Representative:                    |  | Name of Representative: |  |
| <b>FARMERS WATER DISTRICT GSA</b>          |  |                         |  |
| Farmers Water District                     |  | Date:                   |  |
| Signature                                  |  |                         |  |
| Name of Representative:                    |  |                         |  |
| <b>FRESNO COUNTY GSA</b>                   |  |                         |  |
| County of Fresno                           |  | Date:                   |  |
| Signature                                  |  |                         |  |
| Name of Representative:                    |  |                         |  |
| <b>ALISO WATER DISTRICT GSA</b>            |  |                         |  |
| Aliso Water District                       |  | Date:                   |  |
| Signature                                  |  |                         |  |
| Name of Representative:                    |  |                         |  |


**EXECUTING NOT AS A PARTY:**

|   |       |
|---|-------|
| <b>SAN LUIS &amp; DELTA-MENDOTA WATER AUTHORITY</b> |       |
| San Luis & Delta-Mendota Water Authority            | Date: |
| Signature   |       |
| Name of Representative:                             |       |

|  |                           |   |                           |
|--|---------------------------|---|---------------------------|
| <b>GRASSLAND WATER DISTRICT GSA</b>  |                           |   |                           |
| <b>Grassland Water District</b>  | <b>Date:</b><br>7-10-2018 | <b>Grassland Resource Conservation District</b>   | <b>Date:</b><br>7-10-2018 |
| <b>Signature</b>  |                           | <b>Signature</b>  |                           |
| <b>Name of Representative:</b> Pepper Snyder   |                           | <b>Name of Representative:</b> Dennis Campini   |                           |
| <b>FARMERS WATER DISTRICT GSA</b>  |                           |   |                           |
| <b>Farmers Water District</b>  | <b>Date:</b>              |   |                           |
| <b>Signature</b>   |                           |   |                           |
| <b>Name of Representative:</b>   |                           |   |                           |
| <b>FRESNO COUNTY MANAGEMENT AREA A and B GSAs</b>  |                           |   |                           |
| <b>County of Fresno</b>  | <b>Date:</b>              |   |                           |
| <b>Signature</b>   |                           |   |                           |
| <b>Name of Representative:</b>   |                           |   |                           |
| <b>ALISO WATER DISTRICT GSA</b>  |                           |   |                           |
| <b>Aliso Water District</b>  | <b>Date:</b>              |   |                           |
| <b>Signature</b>   |                           |   |                           |
| <b>Name of Representative:</b>   |                           |   |                           |

**EXECUTING NOT AS A PARTY:**

|   |              |
|---|--------------|
| <b>SAN LUIS &amp; DELTA-MENDOTA WATER AUTHORITY</b> |              |
| <b>San Luis &amp; Delta-Mendota Water Authority</b> | <b>Date:</b> |
| <b>Signature</b>                                    |              |
| <b>Name of Representative:</b>                      |              |

|   |              |   |              |
|---|--------------|---|--------------|
| <b>GRASSLAND WATER DISTRICT GSA</b>   |              |   |              |
| <b>Grassland Water District</b>   | <b>Date:</b> | <b>Grassland Resource Conservation District</b> | <b>Date:</b> |
| <b>Signature</b>  |              | <b>Signature</b>                                |              |
| <b>Name of Representative:</b>  |              | <b>Name of Representative:</b>                  |              |
| <b>FARMERS WATER DISTRICT GSA</b>   |              |   |              |
| <b>Farmers Water District</b>   | <b>Date:</b> | 9-14-18   |              |
| <b>Signature</b>  |              |   |              |
|  |              |   |              |
| <b>Name of Representative:</b>  |              |   |              |
| JIM STILLWELL   |              |   |              |
| <b>FRESNO COUNTY MANAGEMENT AREA A and B GSAs</b>                                 |              |   |              |
| <b>County of Fresno</b>   | <b>Date:</b> |   |              |
| <b>Signature</b>  |              |   |              |
| <b>Name of Representative:</b>  |              |   |              |
| <b>ALISO WATER DISTRICT GSA</b>   |              |   |              |
| <b>Aliso Water District</b>   | <b>Date:</b> |   |              |
| <b>Signature</b>  |              |   |              |
| <b>Name of Representative:</b>  |              |   |              |

**EXECUTING NOT AS A PARTY:**

|   |              |
|---|--------------|
| <b>SAN LUIS &amp; DELTA-MENDOTA WATER AUTHORITY</b> |              |
| <b>San Luis &amp; Delta-Mendota Water Authority</b> | <b>Date:</b> |
| <b>Signature</b>                                    |              |
| <b>Name of Representative:</b>                      |              |



|   |       |  |       |
|---|-------|--|-------|
| <b>GRASSLAND WATER DISTRICT GSA</b>               |       |  |       |
| Grassland Water District                          | Date: | Grassland Resource Conservation District   | Date: |
| Signature   |       | Signature  |       |
| Name of Representative:                           |       | Name of Representative:  |       |
| <b>FARMERS WATER DISTRICT GSA</b>                 |       |  |       |
| Farmers Water District                            | Date: |  |       |
| Signature   |       |  |       |
| Name of Representative:                           |       |  |       |
| <b>FRESNO COUNTY MANAGEMENT AREA A and B GSAs</b> |       |  |       |
| County of Fresno                                  | Date: | August 21, 2018  |       |
| Signature   |       | ATTEST:<br>BERNICE E. SEIDEL<br>Clerk of the Board of Supervisors<br>County of Fresno, State of California |       |
| Name of Representative: Sal Quintero              |       | By: <i>[Signature]</i> Deputy  |       |
| <b>ALISO WATER DISTRICT GSA</b>                   |       |  |       |
| Aliso Water District                              | Date: |  |       |
| Signature   |       |  |       |
| Name of Representative:                           |       |  |       |

**EXECUTING NOT AS A PARTY:**

|   |       |
|---|-------|
| <b>SAN LUIS &amp; DELTA-MENDOTA WATER AUTHORITY</b> |       |
| San Luis & Delta-Mendota Water Authority            | Date: |
| Signature   |       |
| Name of Representative:                             |       |

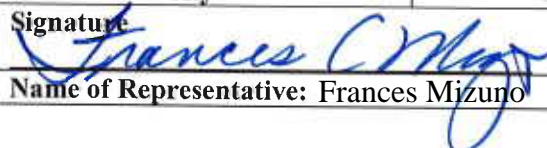
|  |              |   |              |
|--|--------------|---|--------------|
| <b>GRASSLAND WATER DISTRICT GSA</b>                          |              |   |              |
| <b>Grassland Water District</b>                              | <b>Date:</b> | <b>Grassland Resource Conservation District</b> | <b>Date:</b> |
| <b>Signature</b>   |              | <b>Signature</b>                                |              |
| <b>Name of Representative:</b>                               |              | <b>Name of Representative:</b>                  |              |
| <b>FARMERS WATER DISTRICT GSA</b>                            |              |   |              |
| <b>Farmers Water District</b>                                | <b>Date:</b> |   |              |
| <b>Signature</b>   |              |   |              |
| <b>Name of Representative:</b>                               |              |   |              |
| <b>FRESNO COUNTY GSA</b>                                     |              |   |              |
| <b>County of Fresno</b>                                      | <b>Date:</b> |   |              |
| <b>Signature</b>   |              |   |              |
| <b>Name of Representative:</b>                               |              |   |              |
| <b>ALISO WATER DISTRICT GSA</b>                              |              |   |              |
| <b>Aliso Water District</b>                                  | <b>Date:</b> | 10-23-18  |              |
| <b>Signature</b><br><i>Roy Cotroneo</i>                      |              |   |              |
| <b>Name of Representative:</b> ROY COTRONEO, BOARD PRESIDENT |              |   |              |

**EXECUTING NOT AS A PARTY:**

|   |              |
|---|--------------|
| <b>SAN LUIS &amp; DELTA-MENDOTA WATER AUTHORITY</b> |              |
| <b>San Luis &amp; Delta-Mendota Water Authority</b> | <b>Date:</b> |
| <b>Signature</b>                                    |              |
| <b>Name of Representative:</b>                      |              |

|   |              |   |              |
|---|--------------|---|--------------|
| <b>GRASSLAND WATER DISTRICT GSA</b>               |              |   |              |
| <b>Grassland Water District</b>                   | <b>Date:</b> | <b>Grassland Resource Conservation District</b> | <b>Date:</b> |
| <b>Signature</b>                                  |              | <b>Signature</b>                                |              |
| <b>Name of Representative:</b>                    |              | <b>Name of Representative:</b>                  |              |
| <b>FARMERS WATER DISTRICT GSA</b>                 |              |   |              |
| <b>Farmers Water District</b>                     | <b>Date:</b> |   |              |
| <b>Signature</b>                                  |              |   |              |
| <b>Name of Representative:</b>                    |              |   |              |
| <b>FRESNO COUNTY MANAGEMENT AREA A and B GSAs</b> |              |   |              |
| <b>County of Fresno</b>                           | <b>Date:</b> |   |              |
| <b>Signature</b>                                  |              |   |              |
| <b>Name of Representative:</b>                    |              |   |              |
| <b>ALISO WATER DISTRICT GSA</b>                   |              |   |              |
| <b>Aliso Water District</b>                       | <b>Date:</b> |   |              |
| <b>Signature</b>                                  |              |   |              |
| <b>Name of Representative:</b>                    |              |   |              |

**EXECUTING NOT AS A PARTY:**

|   |                     |
|---|---------------------|
| <b>SAN LUIS &amp; DELTA-MENDOTA WATER AUTHORITY</b>   |                     |
| <b>San Luis &amp; Delta-Mendota Water Authority</b>   | <b>Date:</b> 8/6/18 |
| <b>Signature</b><br> |                     |
| <b>Name of Representative:</b> Frances Mizuno   |                     |

**EXHIBIT “A” – Groundwater Sustainability Plan (GSP) Groups**

|          | <b>Groundwater Sustainability Plan Group &amp; Representation on Coordination Committee</b>   | <b>Group Contact Agency</b>            | <b>Participation Percentage</b> |
|----------|---|--|---------------------------------|
| <b>1</b> | <p><b>Northern / Central Delta-Mendota Region – 2 Representatives</b></p> <p>Central DM Subgroup – 1 Member representing the following:</p> <ul style="list-style-type: none"> <li>Central Delta-Mendota Multi-Agency GSA</li> <li>Oro Loma Water District GSA</li> <li>Widren Water District GSA</li> </ul> <p>Northern DM Subgroup – 1 Member representing the following:</p> <ul style="list-style-type: none"> <li>City of Patterson GSA</li> <li>DM-II GSA</li> <li>Northwestern Delta-Mendota GSA</li> <li>Oak Flat Water District GSA</li> <li>Patterson Irrigation District GSA</li> <li>West Stanislaus Irrigation District GSA</li> </ul> | West Stanislaus Irrigation District    | 16.7%                           |
| <b>2</b> | <p><b>San Joaquin River Exchange Contractors – 2 Representatives</b></p> <ul style="list-style-type: none"> <li>City of Dos Palos GSA</li> <li>City of Firebaugh GSA</li> <li>City of Gustine GSA</li> <li>City of Los Banos GSA</li> <li>City of Mendota GSA</li> <li>City of Newman GSA</li> <li>Madera County GSA</li> <li>Merced County Delta-Mendota GSA</li> <li>San Joaquin River Exchange Contractors GSA</li> <li>Turner Island Water District-2 GSA</li> </ul>  | San Joaquin River Exchange Contractors | 16.7%                           |
| <b>3</b> | <p><b>Farmers Water District – 1 Representative</b></p> <ul style="list-style-type: none"> <li>Farmers Water District GSA</li> </ul>  | Farmers Water District                 | 16.7%                           |



|   |   |                             |       |
|---|---|-----------------------------|-------|
| 4 | <b>Aliso Water District – 1 Representative</b><br>Aliso Water District GSA  | Aliso Water District        | 16.7% |
| 5 | <b>Grassland Water District – 1 Representative</b><br>Grassland Water District GSA<br>Grassland WD and Grassland Resource<br>Conservation District<br>Merced County Delta-Mendota GSA | Grassland Water<br>District | 16.7% |
| 6 | <b>Fresno County Management Area A &amp; B – -1<br/>         Representatives</b><br>Fresno County Management Area A GSA<br>Fresno County Management Area B GSA                        | Fresno County               | 16.7% |

## APPENDIX – SGMA DEFINITIONS

1. “**Agency**” or “**GSA**” shall mean a groundwater sustainability agency as defined in SGMA.
2. “**Coordination Agreement**” shall mean this Coordination Agreement, unless indicated otherwise.
3. “**Annual Report**” shall mean the report required by Water Code Section 10728 and SGMA Regulations Section 356.2.
4. “**Basin**” shall mean the Delta-Mendota subbasin and defined in Bulletin 118 as Basin 5- 22.07; for purposes of the Coordination Agreement, “Basin” and “Subbasin shall have the same meaning.
5. “**Basin Setting**” shall mean the information about the physical setting, characteristics, and current conditions of the basin as described by the Agency in the hydrogeologic conceptual model, the groundwater conditions, and the water budget, pursuant to California Code of Regulations, title 23, sections 354.12-354.20.
6. “**CASGEM**” shall mean the California Statewide Groundwater Elevation Monitoring Program developed by the DWR.
7. “**DWR**” shall mean the Department of Water Resources.
8. “**Groundwater**” shall mean the water beneath the surface of the earth within the zone below the water table in which the soil is completely saturated with water, but does not include water that flows in known and definite channels.
9. “**Groundwater flow**” shall mean the volume and direction of groundwater movement into, out of, or throughout a basin.
10. “**Interconnected surface water**” shall mean the surface water that is hydraulically connected at any point by a continuous saturated zone to the underlying aquifer and the overlying surface water is not completely depleted.
11. “**Measureable objectives**” shall mean specific, quantifiable goals for the maintenance or improvement of specified groundwater conditions that have been included in an adopted GSP to achieve the sustainability goal for the basin.

12. “**Principal Aquifers**” shall mean aquifers or aquifer systems that store, transmit, and yield significant or economic quantities of groundwater to wells, springs, or surface water systems.
13. “**Representative Monitoring**” shall mean a monitoring site within a broader network of sites that typifies one or more conditions within the basin or an area of the basin.
14. “**Sustainability Indicator**” shall mean any of the effects caused by groundwater conditions occurring throughout the basin that, when significant and unreasonable, cause undesirable results.
15. “**Water Source Type**” shall mean the source from which water is derived to meet the applied beneficial uses, including groundwater, precipitation, recycled water, reused water, and surface water sources.
16. “**Water Use Sector**” shall mean categories of water demand based on the general land uses to which the water is applied, including urban, industrial, agricultural, managed wetlands, managed recharge, and native vegetation.

## DATA SHARING AGREEMENT

Westlands Water District (Westlands) and the San Luis & Delta-Mendota Water Authority, on behalf of the Northern Delta-Mendota Region GSAs and the Central Delta-Mendota Region Multi-Agency GSA (GSAs), (collectively the Parties) desire to establish a set of common assumptions on groundwater conditions on either side of the boundary between Westlands' service area and the Delta-Mendota Subbasin to be used for development of Groundwater Sustainability Plans (GSPs) related to the implementation of the Sustainable Groundwater Management Act (SGMA). To further that effort to develop a set of common assumptions, the Parties agree to provide each other with the following recorded, measured, estimated and/or simulated modeling data located within five (5) miles of the boundary between Westlands' service area and the Delta-Mendota Subbasin:

- Well location (latitude and longitude, preferably in a GIS shapefile)
- Ground surface elevation at well location, including elevation datum
- Depth to groundwater readings from 1960s to present as available per well (preferably in excel or electronic tabular format)
- Water surface elevation (if already in tabular format, otherwise it will be calculated from elevation less depth measured)
- Well driller's log (if available)
- Well information (perforated intervals, seal depth, pumping capacity, water quality, etc., if available)
- Agricultural practices (crop type, irrigation method (flood or drip), surface or groundwater application, etc., if available)
- Canal and irrigation ditch Information (location, dimension, flow direction, etc., if available)
- Tile drain (location, depth, discharge, flow direction, etc., if available)
- Subsidence data (if available)
- Historical reports and associated data, including but not limited to the Grasslands Groundwater Quality Assessment Report

The Parties understand that the requested data will be shared with their consultants, to other stakeholders in their respective basins, and that the information may be made public through the development of Westlands' and the Northern and Central Delta-Mendota Region GSA's respective GSPs and the supporting documentation for those GSPs. Other than publishing information for such purposes, neither Party will disclose the other Party's information to any third party, except if that other Party determines, at its sole discretion, the disclosure is required by law. Each Party may review preliminary results before publishing the information; provided that if a review of preliminary results is desired, the Party seeking to review will make that request in writing to the other party.

The Parties and their authorized representatives, by signatures below, agree to the Data Sharing Agreement.

Note: Return one signature copy to WWD

Westlands Water District:

By: [Signature]  
Title: CHIEF OPERATING OFFICER  
Date: 4/23/18

SLDMWA on behalf of the Parties:

By: [Signature]  
Title: Assistant Executive Director  
Date: 4/12/18

Note: Return one signature copy to WWD



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