



# Official Memorandum

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To: SLDMWA Board of Directors, Alternates

From: Scott Petersen, Water Policy Director

Date: March 5, 2026

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

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## Background

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

In response, certain members of the San Luis & Delta-Mendota Water Authority (“Water Authority”) proposed to organize themselves, together with other agencies within their region, under Activity Agreements for the Central Delta-Mendota Region and Northern Delta-Mendota Region within the Delta-Mendota Subbasin, to obtain coordinated access to administrative and technical resources and services available through the Authority and to provide the mechanisms to share the benefits and expenses of obtaining such resources and services for the regions.

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

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

The Delta-Mendota Subbasin GSA’s, through these Activity and the Coordination Agreement / Cost Sharing Agreement, prepared multiple iterations of Groundwater Sustainability Plans (“GSP”) for the Delta-Mendota subbasin, the most recent Single GSP being adopted in 2024, which is currently under review by the California State Water Resources Control Board (“Water Board”), to address deficiencies identified by the California Department of Water Resources (“DWR”). Ongoing discussions with Water Board staff have been productive and it is anticipated that the Water Board will make a decision on the adequacy of the Delta-Mendota Subbasin GSP in the next few months.

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

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

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

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

## Issue for Decision

Whether the Board of Directors should authorize adoption of resolutions:

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

## Recommendation

Staff recommends adoption of proposed resolutions.

## Analysis

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

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

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

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

## Budget Implications

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

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

## Exhibits

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

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

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

**RESOLUTION NO. 2026-**

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

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

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

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

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

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

**WHEREAS**, the Northern DM Activity Agreement’s budget was administered by Fund 64, and Fund 64 has a current fund balance of XX, which will be XXX; and

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

**NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, THAT:**

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

Section 2. The Board hereby authorizes and directs the termination of the Northern Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement and the closing of its associated special revenue fund, Fund 64.

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

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

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

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

Section 7. The Executive Director, Chief Operating Officer, or such Water Authority employee or consultant, as either of such officers designate, are further authorized and directed to take such additional steps, and to execute such additional documents, as may be required or reasonably necessary to the completion of the activities authorized by this Resolution.

**PASSED, APPROVED AND ADOPTED** this 5th day of March, 2026, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.

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\_\_\_\_\_, Chair  
San Luis & Delta-Mendota Water Authority

Attest:

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Federico Barajas, Secretary

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I hereby certify that the foregoing Resolution No. 2026-       was duly and regularly adopted by the Board of Directors of the San Luis & Delta-Mendota Water Authority at the meeting thereof held on the 5th day of March, 2026.

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Federico Barajas, Secretary

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

**NORTHERN DELTA-MENDOTA REGION**

**SUSTAINABLE GROUNDWATER MANAGEMENT ACT**

**SERVICES ACTIVITY AGREEMENT**

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

**1. RECITALS**

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

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

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

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

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

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

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

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

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

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

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

## **AGREEMENT**

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

### **2. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.17. **“Northern DM Region GSP”** shall mean the Groundwater Sustainability Plan, as defined by Section 10721(k) of the Water Code, for the Northern DM Region that the Activity Participants intend to jointly develop and implement through participation in this Activity Agreement, whether as a stand-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. Mezimo  
Name: FRANCES C. MEZIMO  
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**

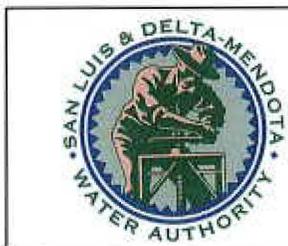
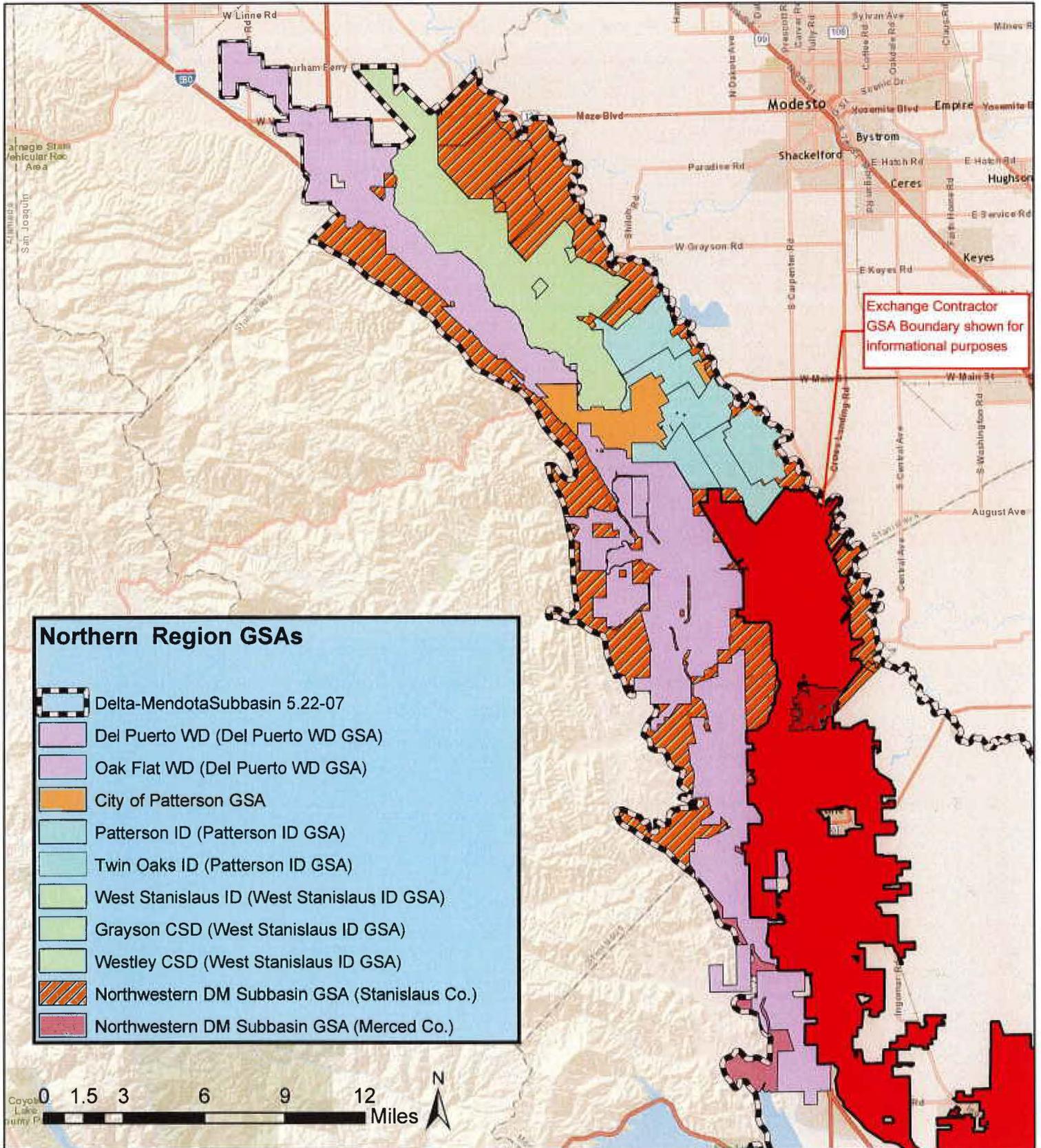
By: Robert Pierce \_\_\_\_\_

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

**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. Muro  
Name: Frances C. Muro  
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

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

**1. RECITALS**

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

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

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

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

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

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

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

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

I. The Coordination Agreement provides for a Coordination Committee.

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

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

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

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

**2. AGREEMENT**

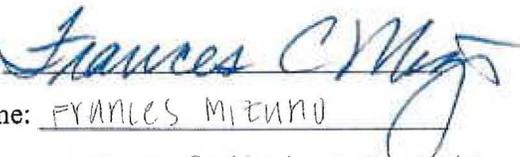
NOW, THEREFORE, in consideration of the true and correct facts recited above, the Activity Agreement Members and the Authority agree as follows:

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

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

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

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

By:   
Name: FRANCES MIENNO  
Title: INTERIM EXECUTIVE DIRECTOR  
Date: OCTOBER 10, 2018

**ACTIVITY AGREEMENT MEMBERS**

Agency Name: **DEL PUERTO WATER DISTRICT**

By: Anthea G. Hansen  
Name: Anthea G. Hansen  
Title: General Manager  
Date: 8-10-18

Agency Name: **PATTERSON IRRIGATION DISTRICT**

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

Agency Name: **WEST STANISLAUS IRRIGATION DISTRICT**

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

**ACTIVITY AGREEMENT MEMBERS**

Agency Name: **DEL PUERTO WATER DISTRICT**

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

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

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

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

Agency Name: **PATTERSON IRRIGATION DISTRICT**

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

Name: Vince Luchesi \_\_\_\_\_

Title: General Manager \_\_\_\_\_

Date: 2018-08-31 \_\_\_\_\_

Agency Name: **WEST STANISLAUS IRRIGATION DISTRICT**

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

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

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

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

**ACTIVITY AGREEMENT MEMBERS**

Agency Name: **DEL PUERTO WATER DISTRICT**

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

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

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

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

Agency Name: **PATTERSON IRRIGATION DISTRICT**

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

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

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

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

Agency Name: **WEST STANISLAUS IRRIGATION DISTRICT**

By: Robert Pierce

Name: Robert Pierce

Title: General Manager

Date: 8/15/2018

## EXHIBIT "A"

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

#### NORTHERN/CENTRAL DM REGION GSP GROUP

1. The Northern Delta-Mendota Management Committee is authorized to appoint the Northern Delta-Mendota Region's Coordination Committee Member ("GSP Group Representative") and Coordination Committee Alternate Member ("Alternate") to the Coordination Committee established under the Delta-Mendota Subbasin Coordination Agreement, upon a unanimous vote of the Management Committee and is further authorized to fill vacancies that may develop in such positions from time to time.
2. The GSP Group Representative and Alternate will each serve two-year terms, with the opportunity to serve consecutive terms if so authorized by the Management Committee.
3. The Northern Delta-Mendota Management Committee is authorized to determine, subject to the terms of the Northern Delta-Mendota Region Activity Agreement, how required actions of the Northern Delta-Mendota Region GSAs within its respective GSP Group are identified and implemented and to provide direction based on that determination to the Northern Delta-Mendota GSP Group Representative and Alternate for a vote consistent with the direction. The vote required for Management Committee approval of any determination or direction authorized by this paragraph shall be the affirmative vote of 75% of the Management Committee Members and Voting Alternates who are present at the Management Committee Meeting; no vote may be taken unless at least a quorum of Members and Voting Alternates is present.
4. GSP Group Representatives and Alternates representing the Northern Delta-Mendota Region are hereby authorized to bind the Northern Delta-Mendota Region GSAs, e.g. in approving annual work plans and estimated expenses and Technical Memoranda, to the extent established in the Coordination Agreement following consultation with the Northern Delta-Mendota Management Committee and any required votes of the Activity Agreement Members and/or SS-MOA Participants.
5. The Northern Delta-Mendota Management Committee agrees to the designation of Vince Lucchesi as the initial Northern/Central DM Region GSP Group Representative and Walter Ward as the initial Alternate.
6. The GSP Group Representative and/or Alternate will report all Coordination Committee decision points (both upcoming and completed) to the Management Committee in a timely fashion.

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

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

	<b>TOTAL</b>	100%	100%
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\*- Participation Percentage for each GSA is based on the following approach: Annual Authority Administrative and legal costs are shared equally among all Activity Participants; annual costs for "Other Professional Services" are shared as a percentage calculated by dividing the Activity Participant's service area acreage by the total service area acreage of all Activity Participants.

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

**Dated Effective as of:** October 14, 2018

**EXHIBIT "B"**

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

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

**SS-MOA PARTICIPANTS**

Agency Name: **CITY OF PATTERSON**

By:   
Name: Ken Irwin  
Title: City Manager  
Date: 8/19/18

Agency Name: **OAK FLAT WATER DISTRICT**

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

**EXHIBIT "B"**

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

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

**SS-MOA PARTICIPANTS**

Agency Name: **CITY OF PATTERSON**

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

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

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

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

Agency Name: **OAK FLAT WATER DISTRICT**

By: Anthea G. Hansen

Name: Anthea G. Hansen

Title: General Manager

Date: 8-10-18

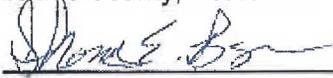
Second Amendment to Northern Delta-Mendota Region SGMA  
Services Activity Agreement Revised 7-26-2018

Agency Name: COUNTY OF STANISLAUS

By:   
Name: Jim DeMartini  
Title: Chair of the Board of Supervisors  
County of Stanislaus, California  
Date: October 9, 2018

**APPROVED AS TO FORM**

John P. Doering  
County Counsel  
Stanislaus County, California

BY:   
County Counsel  
DATE: 10/3/18

Agency Name: COUNTY OF MERCED

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

Agency Name: **COUNTY OF STANISLAUS**

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

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

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

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

Agency Name: **COUNTY OF MERCED**

By: 

Name: Gerald R. O'Barion

Title: Chairman

Date: OCT 16 2018

APPROVED AS TO LEGAL FORM

JAMES N. FINCHER  
MERCED COUNTY COUNSEL

BY:   
\_\_\_\_\_  
Jeffrey B. Grant

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

**RESOLUTION NO. 2026-**

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

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

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

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

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

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

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

**WHEREAS**, the Central DM Activity Agreement’s budget was administered by Fund 65, and Fund 65 has a current fund balance of XX, which will be XXX; and

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

**NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, THAT:**

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

Section 2. The Board hereby authorizes and directs the termination of the Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement and the closing of its associated special revenue fund, Fund 65.

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

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

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

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

Section 7. The Executive Director, Chief Operating Officer, or such Water Authority employee or consultant, as either of such officers designate, are further authorized and directed to take such additional steps, and to execute such additional documents, as may be required or reasonably necessary to the completion of the activities authorized by this Resolution.

**PASSED, APPROVED AND ADOPTED** this 5th day of March, 2026, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.

---

\_\_\_\_\_, Chair  
San Luis & Delta-Mendota Water Authority

Attest:

---

Federico Barajas, Secretary

\*\*\*\*\*

I hereby certify that the foregoing Resolution No. 2026-     was duly and regularly adopted by the Board of Directors of the San Luis & Delta-Mendota Water Authority at the meeting thereof held on the 5th day of March, 2026.

---

Federico Barajas, Secretary

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

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

**1. RECITALS**

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

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

such powers.

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

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

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

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

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

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

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

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

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

## **AGREEMENT**

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

### **2 DEFINITIONS**

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

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

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

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

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

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

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

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

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

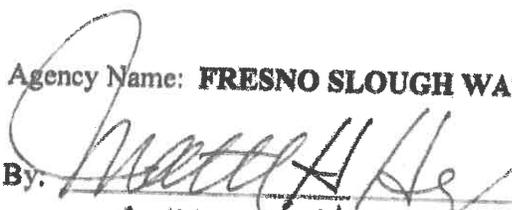
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**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: STEVE SLOAN

Name: 

Title: PRESIDENT

Date: 9/12/18

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: 

Name: Bill Diedrich

Title: President

Date: 3-6-17

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

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

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

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

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

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

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

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

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

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

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

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

**Agency Name: ORO LOMA WATER DISTRICT**

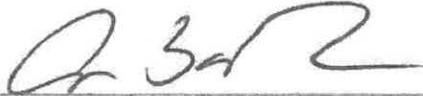
By: \_\_\_\_\_

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

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

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

**Agency Name: PACHECO WATER DISTRICT**

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

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

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

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

**Agency Name: 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: \_\_\_\_\_

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

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

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

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

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

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

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

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

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

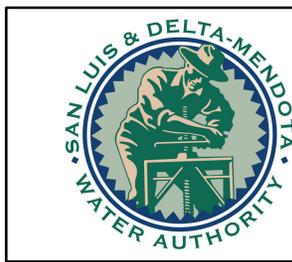
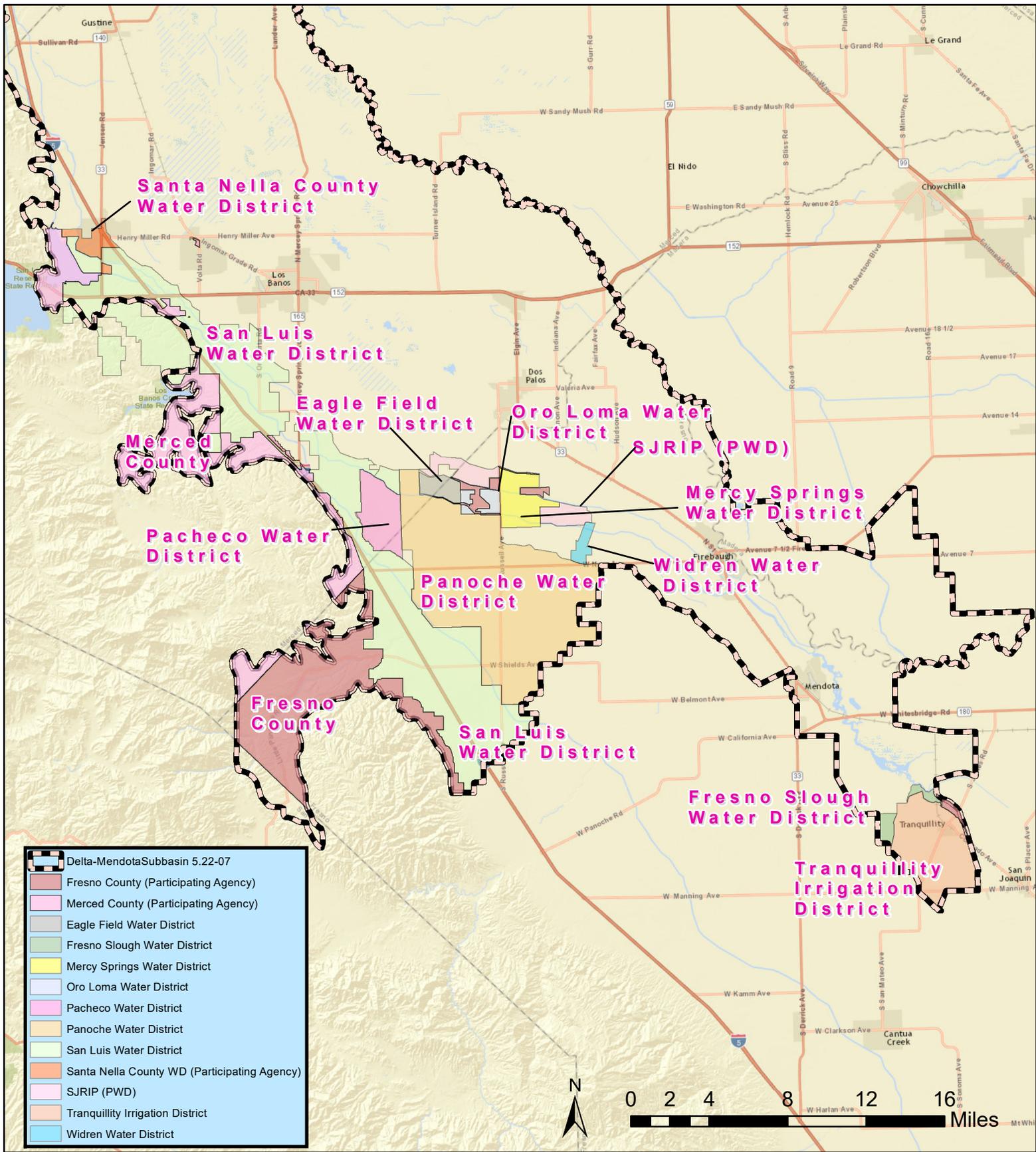
By: 

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: \_\_\_\_\_

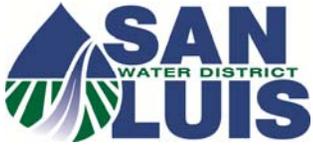
**APPENDIX 1**

**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	<hr/>
			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.

Section 3. Miscellaneous Provisions.

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

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

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

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

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

affected thereby.

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

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

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

By:   
Name: Frances C. Mizuno  
Title: Assistant Executive Director  
Date: 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<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. 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: \_\_\_\_\_

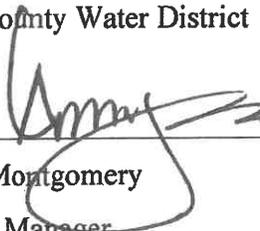
Name: \_\_\_\_\_

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.

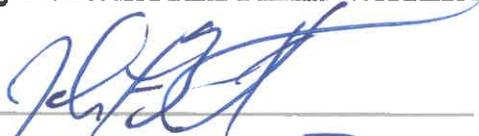
F. Effective Date. This First Amendment shall become effective upon its execution by an authorized representative of the Water Authority and a majority of the Activity Agreement Members with the consent of the SS-MOA Participants, which consent may be accomplished by execution of the form attached hereto as Attachment 1.

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

By:   
Name: Frances C. Mizuno  
Title: Assistant Executive Director  
Date: Nov. 16, 2017

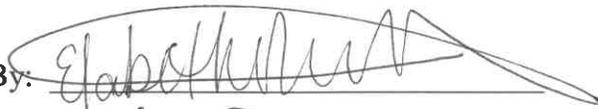
**ACTIVITY AGREEMENT MEMBERS**

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>			<b>94%</b>
Eagle Field Water District	Member	6% GSA Allocation	
Fresno County	SS-MOA Participant	13.5% GSA Allocation	
Fresno Slough Water District	Member	6% GSA Allocation	
Merced County	SS-MOA Participant	9.5% GSA Allocation	
Mercy Springs Water District	Member	7.6% GSA Allocation	
Pacheco Water District	Member	7.1% GSA Allocation	
Panoche Water District	Member	15.7% GSA Allocation	
San Luis Water District	Member	20.0% GSA Allocation	
Santa Nella County Water District	SS-MOA Participant	6% GSA Allocation	
Tranquillity Irrigation District	Member	8.6% GSA Allocation	
		_____	
		100%	
<b>Widren Water District GSA</b>			<b>6%</b>
Widren Water District	SS-MOA Participant	100% GSA Allocation	_____
			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	1,325	0.81%		6.0%	\$32,284.15
	Fresno County	29,728	18.07%		13.5%	\$72,445.42
	Fresno Slough Water District	1,459	0.89%		6.0%	\$32,284.15
	Merced County	14,176	8.62%		9.5%	\$51,033.20
	Mercy Springs Water District	6,945	4.22%		7.6%	\$41,077.46
	Pacheco Water District	4,999	3.04%	94%	7.1%	\$38,398.17
	Panoche Water District	38,317	23.29%		15.7%	\$84,270.88
	San Luis Water District	55,316	33.63%		20.0%	\$107,675.35
	Santa Nella County Water District	1,488	0.90%		6.0%	\$32,284.15
	Tranquillity Irrigation District	10,750	6.53%		8.6%	\$46,316.23
<b>Central DM Multi-Agency GSA Total</b>		<b>164,503</b>	<b>100%</b>		<b>100%</b>	<b>\$538,069.16</b>
Widren GSA	<b>Widren GSA Total</b>					
		877	0.53%	6%	6%	\$34,345
<b>Central Delta-Mendota Region Cost Allocation</b>		<b>165,380</b>		<b>100%</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

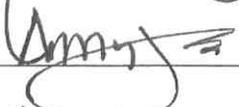
6-22-2017

**ATTACHMENT 1**  
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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**  
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**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**

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

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

**I. RECITALS**

A. The San Luis & Delta-Mendota Water Authority (“Authority”) and its members Eagle Field Water District, Mercy Springs Water District, Pacheco Water District, Panoche Water District, San Luis Water District, Tranquillity Irrigation District and Fresno Slough Water District have executed that certain Central Delta-Mendota Region Sustainable Groundwater Management Act (“SGMA”) Services Activity Agreement (the “Activity Agreement Members” and “Activity Agreement”), made effective as of February 15, 2017, and that certain First Amendment, made effective as of November 17, 2017 (the “First Amendment”).

B. The County of Fresno, the County of Merced, the Santa Nella County Water, and the Widren Water District, non-members of the Authority, have executed Memoranda of Agreement to participate in the Activity Agreement as SS-MOA Participants.

C. The Activity Agreement Members and SS-MOA Participants have also executed that certain First Amendment to the Central Delta-Mendota Region Sustainable Groundwater Management Act (“SGMA”) Services Activity Agreement, by the terms of which the withdrawal of Oro Loma Water District from the Activity Agreement was documented.

D. Oro Loma Water District, a Member of the Water Authority, now desires to become a member of the Activity Agreement and is willing to execute this Second Amendment and to accept the benefits and obligations of the Activity Agreement as of the date of this Second Amendment on the terms set forth herein.

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

F. Section 4.2 of the Activity Agreement lists an authorized activity of the Authority under the Activity Agreement as “[t]o provide services to facilitate coordination among the GSAs in other portions of the DM Subbasin, and GSAs in other subbasins to assist in the

development or implementation of intra-basin or inter-basin Coordination Agreements required by SGMA.”

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

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

I. With the addition of Oro Loma Water District, the Activity Agreement Members and the SS-MOA Participants collectively comprise three (3) GSAs: (1) Central Delta-Mendota Region Multi-Agency GSA, established by memorandum of agreement; (2) the Widren Water District GSA; and (3) the Oro Loma Water District GSA. Separately, the signatories to the Central Delta-Mendota Region Multi-Agency GSA, the Widren GSA (the “Central Delta-Mendota Region GSAs”) and the Oro Loma GSA are proposed parties to that certain Coordination Agreement for GSAs within the Delta-Mendota Subbasin established to meet the coordination obligations of SGMA.

J. The Coordination Agreement provides mechanisms for coordination among six (6) GSP Groups; the three (3) Central Delta-Mendota Region GSAs are being combined into a single GSP Group with GSAs in the Northern Delta-Mendota Region (the “Northern/Central DM GSP Group”).

K. The Coordination Agreement provides for a Coordination Committee.

L. The Coordination Agreement authorizes two (2) Coordination Committee Members (“GSP Group Representatives”) and two (2) Coordination Committee Alternate Members (“Alternates”) from the Northern/Central Delta-Mendota Region GSAs to represent the Northern/Central DM GSP Group, which are intended to be selected with one (1) GSP Group Representative and one (1) Alternate from the Northern DM Region GSAs and (1) GSP Group Representative and one (1) Alternate from the Central DM Region GSAs; the GSP Group

Representative and Alternate from the Central DM GSAs initially being those individuals designated on Attachment 1 to this Second Amendment.

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

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

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

P. The Activity Agreement authorizes admission of new Members, in Section 15, Initial Admission/Admission of New Members, which provides: “After February 28, 2017, admission of new Members shall require amendment of this Activity Agreement and approval by the Board of Directors and the Activity Agreement Members.”

## **2. AGREEMENT**

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

### **2.1 AMENDMENT TO AUTHORIZE ADMISSION OF NEW MEMBER**

A. The Oro Loma Water District shall be admitted as a member of the Activity Agreement on the condition that it execute the Activity Agreement and this Second Amendment.

B. The Oro Loma Water District agrees that as a condition to its admission as a member of the Activity Agreement, the Participation Percentages for all of the Members and the SS-MOA Participants set forth on Exhibit “C” to the Activity Agreement shall be adjusted to reflect the allocation described in Revised Exhibit “C” attached to this Second Amendment.

C. The Oro Loma Water District further agrees that as a condition to its admission, it shall pay its share of Activity Agreement Expenses according to the Participation Percentages adjusted hereby retroactively to Water Authority Fiscal Year 2017-18 and 2018-19 as said Activity Agreement Expenses may be adjusted through future budget amendments, and to thereafter pay its share of all such Activity Agreement Expenses.

D. Oro Loma Water District also agrees that it shall execute the Delta-Mendota Subbasin Coordination Agreement and Cost Sharing Agreement with the San Luis & Delta-Mendota Water Authority as a condition to its admission as an Activity Agreement Member.

E. The Water Authority and the Activity Agreement Members agree that upon approval of this Second Amendment by the Oro Loma Water District, the Board of Directors of the Water Authority and the pre-amendment Activity Agreement Members, the map designated as Exhibit "A" to the Activity Agreement shall be revised and replaced to reflect inclusion of the territory of Oro Loma Water District; the Participation Percentages listed in Exhibit "C" to this Second Amendment with the addition of Oro Loma Water District shall become effective, and that the First Amendment shall not be read to preclude the admission of Oro Loma Water District as a new Activity Agreement Member through this Second Amendment.

F. This Section 2.1 of the Second Amendment shall be effective upon, and only upon, execution of the Second Amendment by the Board of Directors of the Water Authority and the authorized representative of each of the Activity Agreement Members, and upon execution of the Second Amendment, the Activity Agreement, the Cost Sharing Agreement and the Coordination Agreement by an authorized representative of Oro Loma Water District.

## **2.2 AMENDMENT REGARDING REPRESENTATION THROUGH GSP GROUP REPRESENTATIVES**

The Activity Agreement Members hereby adopt those Processes and Procedures for Participation in Delta-Mendota Subbasin Coordination Agreement. Northern/Central DM Region GSP Group as set forth on Attachment 1 to this Second Amendment, which is attached hereto and by reference incorporated herein.

### **2.3 AMENDMENT CONFORMING EXHIBIT “A” MAP AND PARTICIPATION PERCENTAGES TO ADJUSTED ACREAGES**

A. The Parties acknowledge and agree that certain acreage included in the Central Delta-Mendota Region Multi-Agency GSA as described on Exhibit “A” to the Activity Agreement requires adjustment in addition to the inclusion of the Oro Loma Water District as part of the Activity Agreement. Therefore, the map attached as Exhibit “A” to the Activity Agreement is hereby replaced by Exhibit “A” to this Second Amendment.

B. The Parties further acknowledge and agree that the Participation Percentages set forth in Exhibit “C” to this Second Amendment reflect the acreage changes on the Exhibit “A” map and, subject to Section 2.4 of this Second Amendment, establish the revised Activity Agreement Participation Percentages.

### **2.4 GENERAL PROVISIONS**

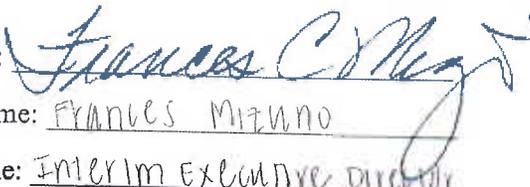
A. This Second Amendment shall become effective once it has been executed by an authorized representative of the Water Authority and a majority of the Activity Agreement Members with the consent of the SS-MOA Participants, which consent may be accomplished by execution of the form attached hereto as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

B. In the event Oro Loma Water District declines to become a new Member of the Activity Agreement, Section 2.1 of this Second Amendment shall not become effective, the Participation Percentages in Exhibit “C” to the Activity Agreement in effect immediately before the date of this Second Amendment shall not be revised to include Oro Loma Water District and the Coordinated Plan Expense Contribution % in Paragraph 7 of Attachment 1 to this Second Amendment shall be adjusted to match the allocation of expenses stated in such Exhibit “C” to the Activity Agreement, without allocating any share to Oro Loma Water District; provided that adjustments to the Participation Percentages in Exhibit “C” and the share of Coordinated Plan Expense Contribution in Paragraph 7 of Attachment 1 shall nonetheless be adjusted to reflect the acreage changes as described in Section 2.3 of this Second Amendment.

C. Except where expressly modified by the terms of this Second Amendment, the terms of the Activity Agreement as modified by the First Amendment remain in full force and effect.

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

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

By:   
Name: FRANCIS MIZUNO  
Title: INTERIM EXECUTIVE DIRECTOR  
Date: NOVEMBER 1, 2018

**ACTIVITY AGREEMENT MEMBERS**

Agency Name: **EAGLE FIELD WATER DISTRICT**

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

Agency Name: **MERCY SPRINGS WATER DISTRICT**

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

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

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

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

**ACTIVITY AGREEMENT MEMBERS**

Agency Name: **EAGLE FIELD WATER DISTRICT**

By:   
Name: Barbara Freimsberg  
Title: President  
Date: 10/18/2018

Agency Name: **MERCY SPRINGS WATER DISTRICT**

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

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

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

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

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

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

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

**ACTIVITY AGREEMENT MEMBERS**

Agency Name: **EAGLE FIELD WATER DISTRICT**

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

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

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

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

Agency Name: **MERCY SPRINGS WATER DISTRICT**

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

Name: Michael Linneman \_\_\_\_\_

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

Date: 10-25-18 \_\_\_\_\_

Received

OCT 05 2018

SLDMWA

Agency Name: **PACHECO WATER DISTRICT**

By: 

Name: Aaron Barcellos

Title: President

Date: 10/2/18

Agency Name: **PANOCHE WATER DISTRICT**

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

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

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

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

Agency Name: **SAN LUIS WATER DISTRICT**

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

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

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

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

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

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

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

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

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

Second Amendment to Central Delta-Mendota Region SGMA  
Services Activity Agreement Revised 7-26-2018

Agency Name: **PACHECO WATER DISTRICT**

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

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

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

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

Agency Name: **PANOCHE WATER DISTRICT**

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

Name: John F Bennett

Title: President

Date: 9/19/18

Agency Name: **SAN LUIS WATER DISTRICT**

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

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

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

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

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

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

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

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

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

Second Amendment to Central Delta-Mendota Region SGMA  
Services Activity Agreement Revised 7-26-2018

Agency Name: **PACHECO WATER DISTRICT**

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

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

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

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

Agency Name: **PANOCHE WATER DISTRICT**

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

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

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

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

Agency Name: **SAN LUIS WATER DISTRICT**

By: Lon M. Martin

Name: Lon M. Martin

Title: GENERAL MANAGER

Date: NOVEMBER 1, 2018

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

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

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

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

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

Second Amendment to Central Delta-Mendota Region SGMA  
Services Activity Agreement Revised 7-26-2018

Agency Name: **PACHECO WATER DISTRICT**

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

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

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

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

Agency Name: **PANOCHE WATER DISTRICT**

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

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

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

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

Agency Name: **SAN LUIS WATER DISTRICT**

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

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

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

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

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By: Danny M. Wade

Name: Danny M Wade

Title: General Manager

Date: 8-8-2018

Second Amendment to Central Delta-Mendota Region SGMA  
Services Activity Agreement Revised 7-26-2018

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

By: Elizabeth Reeves

Name: Elizabeth Reeves

Title: Manager

Date: 8-6-18

Agency Name: **ORO LOMA WATER DISTRICT**

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

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

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

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

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

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

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

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

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

Agency Name: **ORO LOMA WATER DISTRICT**

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

Name: STEVE SCAN

Title: PRESIDENT

Date: 9/12/18

**ATTACHMENT 1 TO SECOND AMENDMENT**  
**PROCESSES AND PROCEDURES FOR PARTICIPATION IN DELTA-MENDOTA**  
**SUBBASIN COORDINATION AGREEMENT**  
**NORTHERN/CENTRAL DM REGION GSP GROUP**

1. The Central Delta-Mendota Management Committee is authorized to appoint the Central Delta-Mendota Region's Coordination Committee Member ("GSP Group Representative") and Coordination Committee Alternate Member ("Alternate") to the Coordination Committee established under the Delta-Mendota Subbasin Coordination Agreement, upon a unanimous vote of the Management Committee.
2. The GSP Group Representative and Alternate will each serve two-year terms, with the opportunity to serve consecutive terms if so authorized by the Management Committee.
3. The Central Delta-Mendota Management Committee is authorized to determine, subject to the terms of the Central Delta-Mendota Region Activity Agreement, how required actions of the Central Delta-Mendota Region GSAs within its respective GSP Group are identified and implemented and to provide direction based on that determination to the Central Delta-Mendota GSP Group Representative and Alternate for a vote consistent with the direction. The vote required for Management Committee approval of any determination or direction authorized by this paragraph shall be the affirmative vote of 75% of the Management Committee Members and Voting Alternates who are present at the Management Committee Meeting; no vote may be taken unless at least quorum of Members and Voting Alternates is present.
4. GSP Group Representatives and Alternates representing the Central Delta-Mendota Region are hereby authorized to bind the Central Delta-Mendota Region GSAs, e.g. in approving annual workplans and estimated expenses and Technical Memoranda, to the extent established in the Coordination Agreement following consultation with the Central Delta-Mendota Management Committee and any required votes of the Activity Agreement Members and/or SS-MOA Participants.
5. The Central Delta-Mendota Management Committee agrees to the designation of Ben Fenters as the initial Central/Central DM Region GSP Group Representative and Lacey Kiriakou as the initial Alternate.
6. The GSP Group Representative and/or Alternate shall report all Coordination Committee decision points (both upcoming and completed) to the Management Committee in a timely fashion.
7. The Activity Agreement Members and SS-MOA Participants in the Central Delta-Mendota Region together agree to pay 50% of Coordinated Plan Expenses assigned to the Northern/Central GSP Group under the Coordination Agreement and further agree that with Second Amendment to Central Delta-Mendota Region SGMA

Services Activity Agreement Revised 7-26-2018

respect to Activity Agreement Members to the Central Delta-Mendota Region Activity Agreement and SS-MOA Participants, such Coordinated Plan Expenses shall be shared as follows:

<b>GSA Name</b>	<b>Agency Name</b>	<b>Participation Status</b>	<b>Participation Percentage Sub-Allocation</b>	<b>Participation Percentage*</b>
<b>Central Delta Region Multi-Agency GSA</b>		--	--	<b>88%</b>
	Eagle Field Water District	Activity Agreement Member	6.0%	
	County of Fresno	SS-MOA Participant	13.7%	
	Fresno Slough Water District	Activity Agreement Member	6.0%	
	County of Merced	SS-MOA Participant	9.8%	
	Mercy Springs Water District	Activity Agreement Member	6.0%	
	Pacheco Water District	Activity Agreement Member	7.6%	
	Panoche Water District	Activity Agreement Member	15.8%	

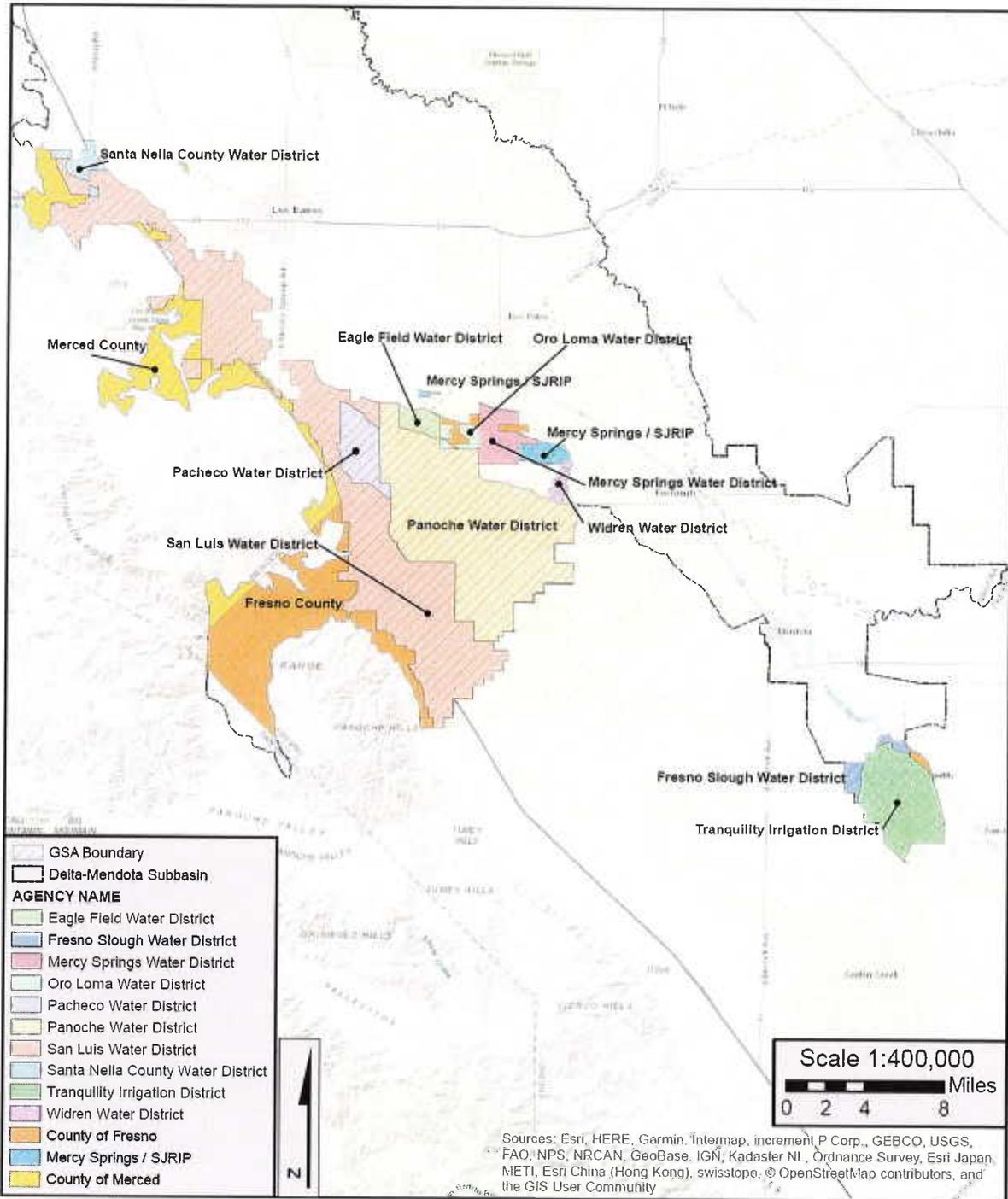
	San Luis Water District	Activity Agreement Member	20.0%	
	Santa Nella County Water District	SS-MOA Participant	6.0%	
	Tranquillity Irrigation District	Activity Agreement Member	9.0%	
<b>Widren Water District GSA</b>	Widren Water District	SS-MOA Participant A	6.0%	<b>6.0%</b>
<b>Oro Loma Water District GSA</b>	Oro Loma Water District	Activity Agreement Member	6.0%	<b>6.0%</b>
			<b>TOTAL</b>	<b>100%</b>

\*- Percent GSA Allocation derived according to the following formula: (50% Acres in Service Area + 50% equal distribution among Activity Participants with at least 3% of total acreage: Activity Participants with less than 3% of total acreage allocated 6% of costs).

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

**Dated Effective as of:** November 1, 2018

**EXHIBIT “A” to SECOND AMENDMENT  
Revised Map of Activity Agreement Member Acres  
in GSA’s covered by this Activity Agreement**



Second Amendment to Central Delta-Mendota Region SGMA Services Activity Agreement Revised 7-26-2018

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

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

**SS-MOA PARTICIPANTS**

Agency Name: **COUNTY OF MERCED**

By:   
Name: Gerald R. O'Barion  
Title: Chairman  
Date: OCT 16 2018

APPROVED AS TO LEGAL FORM

JAMES N. FINCHER  
MERCED COUNTY COUNSEL

BY:   
Jeffrey B. Grant

Agency Name: **COUNTY OF FRESNO**

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

EXHIBIT "B"

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

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

SS-MOA PARTICIPANTS

Agency Name: **COUNTY OF MERCED**

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

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

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

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

Agency Name: **COUNTY OF FRESNO**

By: Joe Quintana

Name: Joe Quintana

Title: Chairperson, Board of Supervisors

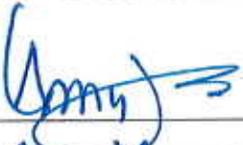
Date: October 23, 2018

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

By: Bernice E. Seidel Deputy

Agency Name: SANTA NELLA COUNTY

**WATER DISTRICT**

By:   
Name: Amy Montgomery  
Title: General Manager  
Date: 9/14/18

Agency Name: WIDREN WATER DISTRICT

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

Agency Name: SANTA NELLA COUNTY

WATER DISTRICT

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

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

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

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

Agency Name: WIDREN WATER DISTRICT

By: Jean P. Siquouspe

Name: Jean P. Siquouspe

Title: President

Date: 8/29/18

**ACTIVITY AGREEMENT EXHIBIT “C”  
AS REVISED BY SECOND AMENDMENT**

**CENTRAL DM REGION**

**ACTIVITY PARTICIPANT**

**PARTICIPATION PERCENTAGES**

Agency Name/GSA Name	Participation Status	Participation Percentage	GSA Total Allocation
<b>Central DM Region Multi-Agency GSA</b>			<b>88%</b>
Eagle Field Water District	Member	6.0% GSA Allocation	
County of Fresno	SS-MOA Participant	13.7% GSA Allocation	
Fresno Slough Water District	Member	6.0% GSA Allocation	
County of Merced	SS-MOA Participant	9.8% GSA Allocation	
Mercy Springs Water District	Member	6.0% GSA Allocation	
Pacheco Water District	Member	7.6% GSA Allocation	
Panoche Water District	Member	15.8% GSA Allocation	
San Luis Water District	Member	20.0% GSA Allocation	
Santa Nella County Water District	SS-MOA Participant	6.0% GSA Allocation	
Tranquillity Irrigation District	Member	9.0% GSA Allocation 100% GSA Allocation	
<b>Widren Water District GSA</b>			<b>6%</b>
Widren Water District	SS-MOA Participant	100% GSA Allocation	
<b>Oro Loma Water District GSA</b>			<b>6%</b>
Oro Loma Water District	Member	100% GSA Allocation	
			<b>100%</b>



February 26, 2026

**VIA ELECTRONIC MAIL AND U.S. MAIL**

San Luis & Delta-Mendota Water Authority  
Attn: Federico Barajas, Executive Director  
P.O. Box 2157  
Los Banos, CA 93635  
E-Mail: federico.barajas@sldmwa.org

Re: Notice of Termination of Activity Agreement

Dear Executive Director Federico Barajas,

The Central Delta-Mendota Groundwater Sustainability Agency (“CDM GSA”), on behalf of CDM GSA Activity Agreement Participants and SS-MOA Participants to the Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement, as amended (collectively, the “Activity Agreement”), hereby provides formal notice to the San Luis & Delta-Mendota Water Authority (“SLDMWA”) of its election to terminate its participation in the Activity Agreement.

Section 13 of the Activity Agreement provides that the Activity Agreement remains in effect unless amended, rescinded, or terminated by the SLDMWA and the Activity Agreement Participants, with approval of the SS-MOA Participants. Section 7.1(b) further provides that, where approval of the Activity Agreement Participants is required, approval by a majority is sufficient, and the Third Amendment to the Activity Agreement (amended Section 6.4) expressly permits an Activity Agreement Participant to delegate its approval rights to another entity, including the CDM GSA, upon written notice to the SLDMWA. To the extent any delegation or approval is required to effect termination or related actions, this letter confirms such delegation and the exercise of approval rights by the CDM GSA on behalf of the Activity Agreement Members and SS-MOA Participants. All of the signatories to the Activity Agreement are members of the CDM GSA.

The CDM GSA took formal action on February 26, 2026, to terminate the Activity Agreement. The CDM GSA appreciates the SLDMWA’s past service and cooperation in support of SGMA implementation.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Barcellos', written over the printed name.

Aaron Barcellos, Chair  
Central Delta-Mendota Groundwater  
Sustainability Agency

cc via email: J. Scott Petersen, SLDMWA Director of Water Policy  
Rebecca Akroyd, SLDMWA General Counsel  
Lauren D. Layne, Baker Manock & Jensen