

**LOCAL PROJECT SPONSOR AGREEMENT
FOR DELTA-MENDOTA SUBBASIN PLANNING GRANT MANAGEMENT**

Proposition 1 Sustainable Groundwater Planning Grant

Through this Local Project Sponsor Agreement (“**Agreement**”) by and between West Stanislaus Irrigation District (“**WSID**” or “**Grantee**”); Aliso Water District Groundwater Sustainability Agency (“**Aliso GSA**”); Farmers Water District Groundwater Sustainability Agency (“**Farmers GSA**”); County of Fresno, for its Management Area A of the Delta-Mendota Subbasin and Management Area B of the Delta-Mendota Subbasin (together, “**County of Fresno**”); Grassland Groundwater Sustainability Agency (“**Grassland GSA**”); San Joaquin River Exchange Contractors Groundwater Sustainability Agency (“**SJREC GSA**”); Northern and Central Delta-Mendota Region Groundwater Sustainability Agencies (together, “**Northern and Central DM GSAs**”); and San Luis & Delta-Mendota Water Authority (“**SLDMWA**”); collectively referred to as “**Local Project Sponsors**” or “**Parties**,” the Parties hereby agree as follows:

RECITALS

- A. The Sustainable Groundwater Management Act (“**SGMA**”) requires all groundwater subbasins designated as high or medium priority to manage groundwater in a sustainable manner.
- B. The Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin (“**Subbasin**”), has been designated as a high-priority basin by the California Department of Water Resources (“**DWR**”).
- C. The Delta-Mendota Subbasin includes multiple groundwater sustainability agencies (“**GSAs**”) that intend to manage the Subbasin through the development and implementation of multiple different coordinated groundwater sustainability plans (“**GSPs**”).
- D. The GSAs in the Delta-Mendota Subbasin, including each of the Local Project Sponsors, entered into a Coordination Agreement on December 12th, 2018 that provided a mechanism for the GSAs to comply with the SGMA requirement for collaboration in basins with multiple GSPs.
- E. The GSAs in the Delta-Mendota Subbasin, including each of the Local Project Sponsors, also entered into a Cost Sharing Agreement, attached hereto as “**Attachment A**,” on December 12th, 2018 that provided a mechanism for the GSAs to share the cost of coordination efforts in the Delta-Mendota Subbasin.
- F. On behalf of the Local Project Sponsors, on November 13, 2017 WSID applied for a Proposition 1 Sustainable Groundwater Planning Grant (“**Prop 1 Grant**”) from DWR to help fund the preparation of various GSPs and to help promote Disadvantaged Community (“**DAC**”) involvement through technical assistance, engagement and education programs,

direct representation or liaisons, vulnerability assessments and project development, grant administration support services, and development of a generic data management system.

- G. On December 27, 2018, pursuant to said application, DWR and WSID entered into Agreement No. 4600012705 (“**Grant Agreement**”) awarding to WSID a grant for Two Million Six Hundred and Seventy-Eight Thousand, Five Hundred Dollars (\$2,678,500.00) in State funding for eight (8) projects in the application. The grant period extends from December 27, 2018 to the date of final payment plus three (3) years, when the grant closeout activities are expected to be completed. Unless otherwise specified, the defined terms in this Agreement are defined in the Grant Agreement.
- H. The process by which the Prop 1 Grant will be disbursed by DWR to WSID is set forth and governed by the Grant Agreement, attached hereto and incorporated herein as “**Attachment B**” to this Agreement.
- I. In accordance with Exhibit I to the Grant Agreement, WSID has assigned Local Project Sponsors to act on behalf of WSID for the purposes of individual project management, oversight, compliance, and operations and maintenance for the purpose of implementing their respective component parts of the Work Plan (generically referred to as “**Local Projects**”) included in the Grant Agreement.
- J. The Grant Agreement contains a Work Plan, Budget, and Schedule describing the responsibilities of each Local Project Sponsor and commitments thereof.
- K. WSID and SLDMWA acting on behalf of WSID will provide necessary financial and administration services associated with implementing the Grant Agreement and this Agreement, including, but not limited to: negotiation and execution of the Grant Agreement and this Agreement, managing grant funds, disbursement of Grant funds to Local Project Sponsors in accordance with the Work Plans and Budgets incorporated in the Grant Agreement, coordination and submittal of quarterly invoices and reports to DWR, coordination and submittal of a funding plan and accountability reports, as necessary, for advanced funding, coordination and submittal of a grant completion report, organization and performance of annual check-ins with Local Project Sponsors, coordination and submittal of Grant Agreement amendments as necessary, and general coordination with DWR and Local Project Sponsors throughout the term of the Grant Agreement.
- L. The Parties intend this Agreement to govern the disbursement of Grant funds, compliance with Grant Agreement obligations, and coordinated access to the administrative and technical resources and services available through SLDMWA acting on behalf of WSID and to provide the mechanisms to share the benefits and expenses of obtaining such resources and services described above.
- M. The Parties to this Agreement intend for SLDMWA, acting on behalf of WSID, to seek reimbursement for the costs of its administration of the Grant Agreement as an Eligible Project Cost (“**Grant Administration**”). If the costs of Grant Administration exceed Grant

funds provided for that purpose, the Cost Sharing Agreement (Attachment A) shall govern cost sharing between and among the Parties for the SLDMWA's unreimbursed Grant Administration costs.

NOW, THEREFORE, based on the Recitals set forth above and on the terms and conditions set forth herein, the Parties agree as follows:

AGREEMENT

The Recitals set forth above constitute an integral part of this Agreement and are incorporated by reference as if fully set forth herein.

1. Term. This Agreement shall commence and be effective, as between WSID, SLDMWA, and a Local Project Sponsor, upon the date of its execution by WSID, SLDMWA, and that Local Project Sponsor. This Agreement will remain in effect so long as the Grant Agreement between WSID and DWR is in effect, or until terminated by WSID, SLDMWA, or the Local Project Sponsor pursuant to the terms of this Agreement, or until the Grant Agreement is terminated by DWR or WSID pursuant to the terms of the Grant Agreement.

Each Local Project Sponsor shall separately execute this Agreement which shall at that time become effective as between that Local Agency Sponsor, WSID, SLDMWA, and any and all earlier executing Local Agency Sponsors.

2. Prop 1 Grant Share, Matching Funds, and Eligibility.
 - a. SLDMWA acting on behalf of WSID will disburse up to Two Million Six Hundred and Seventy-Eight Thousand, Five Hundred Dollars (\$2,678,500.00) of the Prop 1 Grant to the Local Project Sponsors in accordance with the amounts listed in Exhibit B Budget of the Grant Agreement. To be eligible to receive Prop 1 Grant funds, Local Project Sponsors will implement the Local Projects as described in Exhibit A Work Plan of the Grant Agreement.
 - b. There are no matching funds required by the Grant Agreement; however, if modifications to the Grant Agreement occur such that matching funds are required, Local Project Sponsors will provide and document the matching funds in accordance with the Grant Agreement.
 - c. Pursuant to DWR requirements as described more fully in Attachment A to this Agreement, Local Project Sponsors may invoice SLDMWA for grant share reimbursement for eligible costs incurred after July 1, 2017 in their first invoice. Subsequent invoices will include costs incurred by Local Project Sponsors during the reporting quarter. If total Local Project costs exceed that provided by the Prop 1 Grant, any additional funding match necessary to complete the Local Project will be documented by the Local Project Sponsor in the Final Project Report (described in Paragraph 4 Reporting and Invoicing).

3. Obligations of SLDMWA Acting on Behalf of WSID. Commencing with DWR's award of the Prop 1 Grant to WSID on May 7, 2018 and continuing until termination of the Grant Agreement, SLDMWA will undertake and complete all administrative and management responsibilities under the Grant Agreement that are not assigned directly to the Local Projects pursuant to Exhibit A of the Grant Agreement (Work Plan).
 - a. SLDMWA has incurred, and will continue to incur, costs for administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects. At the time of original execution of the Grant Agreement, the Prop 1 Grant allocates Twenty Six Thousand Five Hundred Ninety Nine Dollars (\$26,599) for Grant administration in accordance with the requirements of the Grant Agreement.
 - b. At any time during the Grant Agreement term, if SLDMWA determines that assigned funds are insufficient to cover direct expenses incurred by SLDMWA in administration of the Grant Agreement, SLDMWA will prepare an estimate of additional costs and submit to the Local Project Sponsors for review, consistent with the terms of the Cost Sharing Agreement referenced above. Any additional funding to be provided to SLDMWA by the Local Project Sponsors shall be ratably allocated among the Local Project Sponsors and Grantee in accordance with the percentage of their share of the original amount of the Grant funds.
 - c. Neither WSID, nor SLDMWA acting on behalf of WSID, shall cause any Local Project Sponsor to be in violation of the Grant Agreement, or this Agreement, whether by act or omission.
4. Relationship of the Parties. SLDMWA's rights and responsibilities under this Agreement shall be solely as set forth in this Agreement as necessary to coordinate with DWR pursuant to the Grant Agreement. Neither SLDMWA nor WSID possess or gain authority hereunder to amend or modify Projects or Project submittals by Local Project Sponsors or to demand such amendments or modifications. Local Project Sponsors shall retain responsibility for performance of their respective tasks and scopes of work defined in Exhibit A to the Grant Agreement. Each Local Project Sponsor's obligations under the Grant Agreement shall be limited to those obligations relating directly to its own Project(s).
 - a. Specifically, but without limitation, nothing in this Agreement or the Grant Agreement shall give any one Party any authority over the development, content, or adoption of any other Party's GSP(s). It is further understood that the Parties are separately providing for "coordination" of their respective GSPs pursuant to SGMA, and nothing in this Agreement or the Grant Agreement shall be interpreted to limit or restrict any Party's discretion concerning such Coordination.
5. Reporting and Invoicing. In accordance with the terms of the Grant Agreement, SLDMWA acting on behalf of WSID is obligated to submit reports to DWR throughout the term of the Grant Agreement. As such, Local Project Sponsors will provide SLDMWA with the required data for the Local Project(s) for which each Local Project Sponsor is responsible

in accordance with the reporting and submittal requirements described in this section. Notwithstanding the reporting schedule described in this section, SLDMWA may, at any time, request any additional publicly available information from Local Project Sponsors pursuant to any Grant Agreement modification or that may be deemed necessary by SLDMWA in its reasonable discretion to provide adequate and sufficient documentation of Local Project status for the purposes of meeting the reporting requirements in the Grant Agreement and Local Project Sponsors agree to promptly provide such documentation so such reports can be submitted to DWR in a timely manner under the Grant Agreement.

- a. Professional Standards. All documentation and reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to DWR. Reports shall be presented in the formats described in the applicable portion of Exhibit F of the Grant Agreement.
- b. Quarterly Progress Reports and Invoice. On a quarterly basis, SLDMWA on behalf of WSID shall prepare a Progress Report and invoice and submit it to DWR in accordance with the terms of Exhibit F to the Grant Agreement and the following process:
 - i. SLDMWA will request quarterly Progress Report documentation from the Local Project Sponsors, who will submit their documentation electronically to SLDMWA using DWR's Grant Reporting Template, within five (5) business days of the SLDMWA's request.
 - ii. Within ten (10) business days of SLDMWA's timely receipt of the requested data and invoices, SLDMWA will prepare and distribute a draft quarterly Progress Report and invoice to the Local Project Sponsors for review, which shall include a detail of SLDMWA's costs for the quarter.
 - iii. Local Project Sponsors will provide written corrections or approval to SLDMWA within five (5) business days of receipt of the draft quarterly Progress Report and invoice.
 - iv. Within three (3) business days of receipt of timely corrections or approval from Local Project Sponsors, SLDMWA will incorporate the corrections and submit the final approved quarterly Progress Report and invoice to DWR.
 - v. If an individual Local Project Sponsor does not meet the reporting deadlines, their data will not be included in the quarterly Progress Report and invoice and will be required to wait until the following quarter to submit their data.
 - vi. Each Local Project Sponsor will continue to report its activities throughout the Prop 1 Grant period as required by the Grant Agreement, even if it has expended its share of grant funds.
- c. Accountability Reports (for Advanced Funding): If Local Project Sponsors request Advanced Funding through the procedures described in Paragraph 5.b of this Agreement and in Paragraph 9 of the Grant Agreement, Local Project Sponsors

- must prepare and submit, on a quarterly basis, an Accountability Report that includes the information specified in Paragraph 9.4 of the Grant Agreement.
- d. Project Completion Reports. Each Local Project Sponsor shall prepare a Completion Report for their respective Project in accordance with Exhibit F to the Grant Agreement. SLDMWA acting on behalf of WSID shall review such reports for consistency with Grant Agreement standards, and may provide comments related thereto. Project Completion Reports shall be prepared and submitted consistent with the schedule and process for the quarterly Progress Reports.
 - e. Grant Completion Report. SLDMWA acting on behalf of WSID shall prepare and submit a Grant Completion Report for each project or component included in Exhibit A to the Grant Agreement and a Grant Completion Report within the time periods stipulated in the Grant Agreement. The Local Project Sponsors will work with SLDMWA to provide the necessary data for, and review of, these reports consistent with the schedule and process for the quarterly Progress Reports.
 - f. Payment of Prop 1 Grant Funds. SLDMWA will process the Local Project Sponsors' invoices within thirty (30) business days of receipt of Prop 1 Grant funds from DWR. Notwithstanding the foregoing, SLDMWA is not obligated to disburse any Prop 1 Grant funds to Local Project Sponsors and is not obligated to disburse any other funds until such are authorized and disbursed from DWR to SLDMWA in accordance with the Grant Agreement requirements and the Local Project Sponsor has fulfilled its obligations under this Agreement.
6. Method of Payment. Pursuant to the Grant Agreement, there are two methods of payment available to SLDMWA acting on behalf of WSID, and thereby to Local Project Sponsors, including (a) reimbursement and (b) advanced payment. Both methods require that Local Project Sponsors submit only costs that are eligible project costs as specified in the Grant Agreement. DWR may withhold all or any portion of the Prop 1 Grant funding on each quarterly invoice.
- a. Reimbursement. Reimbursement involves invoicing and repayment of project costs in arrears. Reimbursement will be the default payment method for Prop 1 Grant funds, unless Local Project Sponsors are eligible for and elect for Advanced Payment. Invoicing for reimbursement shall occur in accordance with Paragraph 4 of this Agreement and Paragraph 8 of the Grant Agreement.
 - b. Advanced Payment. Advanced Payment provides financial flexibility to Local Project Sponsors that opt to have access to Prop 1 Grant funding prior to or immediately following incurrence of project costs. Water Code section 10551 authorizes advanced payment by DWR for projects that are sponsored by a nonprofit organization, a DAC, or the Local Project Sponsor of a project that benefits a DAC. If the project is awarded less than \$1,000,000 in grant funds, the Local Project Sponsor may receive an advanced payment of 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Advanced Funding requests, invoices, and Accountability Reports shall be made and submitted in accordance with Paragraph 9 of the Grant Agreement.

- c. Allocation of Available Funds. If any DWR withholding of Reimbursement funding is attributable to a deficiency in Progress Reporting or invoicing of a particular Local Project Sponsor, or deficiencies in the performance or failure to perform relating to a specific Project, SLDMWA shall use best efforts to allocate such withholding to the deficient Project or Project Sponsor, such that any funds received will be distributed to the Projects and Project Sponsors that remain in compliance with the Grant Agreement and this Agreement.
7. Communication.
- a. DWR Notices. SLDMWA will promptly notify Local Project Sponsors of any notices given or actions taken by DWR if such notices or actions are likely to affect the Local Project Sponsors' performance, duties, obligations, or funding under this Agreement, including but not limited to notices from DWR regarding Local Project Sponsor invoices under Paragraph 8 of the Grant Agreement or alleged default by the Local Project Sponsor under Paragraph 12 of the Grant Agreement.
- b. Regular Communication. All communications relating to the day-to-day activities of the Projects shall be exchanged between the project managers or their alternates. The initial project managers and alternates for the GSA Parties are as follows:

WSID GSA:	Bobby Pierce, bobby.pierce@weststanislausid.org
Grassland GSA:	Ric Ortega, rortega@gwdwater.org Ellen Wehr, ewehr@gwdwater.org
Farmers WD GSA:	Jim Stillwell, jim@bakerfarming.com Will Halligan, whalligan@lsce.com
Aliso WD GSA:	Joe Hopkins, jhopkins@ppeng.com Roy Catania, Roy.Catania@wonderful.com
County of Fresno:	Glenn Allen, glallen@fresnocountyca.gov Christina Guzman, chguzman@fresnocountyca.gov
SJREC GSA:	Jarrett Martin, jmartin@ccidwater.org Alejandro Paolini, alejandro@hmr.net
SLDMWA for the Northern DM GSAs and Central DM GSAs:	Andrew Garcia, andrew.garcia@sldmwa.org Rebecca Akroyd, rebecca.akroyd@sldmwa.org

Any Party may change such project manager or alternate by notice given to the other Parties as provided herein.

8. Obligations of Local Project Sponsors.
- a. Local Project Sponsors are, and at all times will continue to be, in full compliance with the terms and conditions of the Grant Agreement that are applicable to them pursuant to this Agreement and the Grant Agreement.
- b. Local Project Sponsors must maintain, in accordance with the Grant Agreement, financial records associated with the total project cost of their respective Local Projects for inclusion in the Final Project Report, which records shall remain

available to WSID and SLDMWA for a period of three (3) years after the termination of the Grant Agreement.

- c. Local Project Sponsors shall not cause WSID or SLDMWA acting on behalf of WSID to be in violation of the Grant Agreement, whether by act or omission.
 - d. Local Project Sponsors shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in the Grant Agreement or this Agreement are incorporated herein by reference.
 - e. Notwithstanding the default by any one Local Project Sponsor, SLDMWA, or WSID, under this Agreement or the Grant Agreement, the non-defaulting Parties shall continue to the greatest extent practicable to perform their obligations under this Agreement and the Grant Agreement.
9. Inspection of Records. The Parties agree to make available for DWR's inspection and copy accurate records of all costs, disbursements, and documentation as necessary to comply with the requirements of the Grant Agreement. This Section 9 shall survive the termination of the Local Project Sponsor's Agreement for a period of three (3) years after the termination of the Grant Agreement.
10. Indemnification. Each Local Project Sponsor shall hold defend, indemnify, and hold WSID, SLDMWA, and each other Local Project Sponsor and their respective members, elected and appointed officers, employees, and agents harmless from any and all liability, actions, claims, costs, and expenses, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors, or omissions of that specific Local Project Sponsor, their officers, directors, agents, or employees in that specific Local Project Sponsor's performance under this Local Project Sponsor Agreement, except to the extent caused by the sole negligence or willful misconduct of WSID or SLDMWA.
11. Miscellaneous Provisions.
- a. Modification or Amendment.
 - i. This Agreement may be supplemented, amended, or modified only by the mutual written agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all Parties.
 - ii. WSID, or SLDMWA acting on behalf of WSID, shall not amend the Grant Agreement in a manner that would materially affect one or more of the Local Project Sponsors' obligations under this Agreement, the Grant Agreement, or entitlement to Grant proceeds, without first consulting with the affected Local Project Sponsors and obtaining unanimous consent of those affected Local Project Sponsors to the amendment.
 - iii. Any amendment to the Grant Agreement made pursuant to the subparagraph above and Standard Condition D.3 of the Grant Agreement, including

amendment of the terms, requirements, work plan, budget, schedule, or exhibits of the Grant Agreement, will thereafter apply in full to this Agreement. If any approved amendment to the Grant Agreement conflicts with this Agreement, this Agreement shall be amended to remedy such conflicts.

- b. Dispute Resolution. The Parties to this Agreement shall meet promptly to address any dispute that may arise and make a good faith effort to negotiate a resolution. The use by any Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive any party of, or limit the application of, any other remedy provided by law.
- c. Governing Law. The validity and interpretation of this Agreement will be governed by the laws of the State of California without giving effect to the principles of conflict of laws.
- d. Severability. Except as provided for cure by amendment in Section 10.a, if any clause, sentence, paragraph, or provision of this Agreement is held to be unlawful, invalid, or unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this Agreement will remain in full force and effect and will not be affected, impaired, or invalidated by such a determination.
- e. Entire Agreement. This Agreement, together with the attachments hereto, is the complete and exclusive statement of understanding between the Parties, and supersedes any and all previous understandings or agreements, whether written or oral, and all communications between the Parties relating to the subject matter of this Agreement.
- f. Termination.
 - i. Local Project Sponsor. Upon receipt of written confirmation by DWR that such action will not result in the termination or disruption of the Grant Agreement, or disturb the Grant funding available to any other Local Project Sponsor, any Local Project Sponsor may terminate its individual participation in this Agreement by providing written notice to SLDMWA of its termination to the SLDMWA project manager and address listed in Ex. I of the Grant Agreement or to the email address of the project manager listed in the above Section 6.b. Termination is effective upon receipt.
 - 1. Upon the effectiveness of a Local Project Sponsor's termination of its participation in this Agreement, that Local Project Sponsor's remaining allocation of the Prop 1 Grant funds, if any, will be redistributed to the remaining Local Project Sponsors in accordance with this Agreement and the Grant Agreement. Any Local Project Sponsor terminating its participation in this Agreement must continue to comply with all reporting obligations and maintenance and inspection of records obligations in this Agreement and in the Grant Agreement.

2. This Agreement will remain in full force and effect as to the Local Project Sponsors that do not terminate their participation in this Agreement.
- ii. WSID and SLDMWA. Neither WSID acting as Grantee, nor SLDMWA acting on behalf of WSID, shall exercise its right under Section D.37 of the Grant Agreement to terminate the Grant Agreement without first obtaining the unanimous written consent of the Parties to this Agreement to such termination.
 - iii. The provisions of Section 9, Indemnification, of this Agreement shall survive termination of this MOA and shall remain in force through the later of the termination date of the Grant Agreement or when the Prop 1 Grant closeout activities are completed.
 - g. Successors and Assigns. This Agreement and all of its provisions shall apply to and bind the successors and assigns of each and every Party to this Agreement. Local Project Sponsors shall not assign their rights or delegate their duties under this Agreement. Any attempted assignment or delegation shall be null and void, and constitute a material breach of this Agreement.
 - h. Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.
 - i. Counterpart Signatures. This Agreement may be executed in counterparts each of which shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

West Stanislaus Irrigation District

Signature _____	Signature _____
Name of Representative:	Name of Representative:

Aliso Water District GSA

Signature _____	Signature _____
Name of Representative:	Name of Representative:

Farmers Water District GSA

Signature _____	Signature _____
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Name of Representative:	Name of Representative:
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Fresno County Management Area A GSA / Fresno County Management Area B GSA

Signature 	Signature 
Name of Representative:	Name of Representative:

Grassland Water District GSA

Signature	Signature
Name of Representative:	Name of Representative:

Northern and Central Delta-Mendota Region GSAs

Signature	Signature
Name of Representative:	Name of Representative:

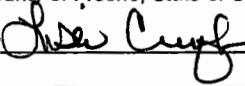
San Joaquin River Exchange Contractors GSA

Signature	Signature
Name of Representative:	Name of Representative:

San Luis & Delta-Mendota Water Authority

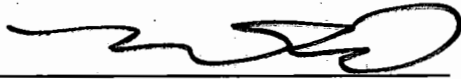
Signature	Signature
Name of Representative:	Name of Representative:

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

By  Deputy

In addition to signing this agreement in its capacity as groundwater sustainability agency for Fresno County Management Area A and Fresno County management Area B, the County of Fresno signs this agreement as a member of the Central Delta-Mendota Multi-Agency Groundwater Sustainability Agency, which is one of the "Northern and Central Delta-Mendota Region GSAs."

IN WITNESS WHEREOF, the County of Fresno has executed this Agreement.

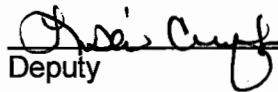


Nathan Magsig,
Chairman of the Board of Supervisors of
the County of Fresno

Attest:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By:


Deputy

ATTACHMENT A
COST SHARING AGREEMENT
DELTA-MENDOTA SUBBASIN COORDINATION

COST SHARING AGREEMENT

Delta-Mendota Subbasin Coordination

This Cost Sharing Agreement (“**Agreement**”) is made effective as of December 12, 2018 by and among the groundwater sustainability agencies within the Delta-Mendota Subbasin and the San Luis & Delta-Mendota Water Authority (“**SLDMWA**”). The entities listed above may be referred to herein individually as a “**Party**” or jointly as “**Parties**.” For purposes of this Agreement, the “**Effective Date**” shall be the date the last Party executes this Agreement.

RECITALS

- A. The Sustainable Groundwater Management Act (“**SGMA**”) requires all groundwater subbasins designated as high or medium priority to manage groundwater in a sustainable manner.
- B. The Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin (“**Subbasin**”), has been designated as a high-priority basin by the California Department of Water Resources (“**DWR**”).
- C. The Delta-Mendota Subbasin includes multiple groundwater sustainability agencies (“**GSAs**”) that intend to manage the Subbasin through the development and implementation of multiple different groundwater sustainability plans (“**GSPs**”).
- D. The GSA parties to this Agreement (“**GSA Parties**”) have organized into groundwater sustainability plan (“**GSP**”) groups (“**GSP Groups**”) and have agreed to be represented by “**GSP Group Representatives**,” on terms to be developed and implemented by separate agreements between each GSP Group and the parties within such GSP Group.
- E. SGMA allows local agencies to engage in the sustainable management of groundwater, but requires GSAs in all basins that are managed by more than one GSP to enter into a Coordination Agreement to coordinate the multiple GSPs to sustainably manage the Subbasin pursuant to SGMA.
- F. The GSP Groups desire to dictate terms describing the mechanisms for the sharing of the costs associated with the coordination activities described in below and in a Delta-Mendota Subbasin Coordination Agreement (“**Coordination Agreement**”) that the Parties plan to execute. The Coordination Agreement will establish a Coordination Committee (“**Coordination Committee**”) to provide the forum for the parties to accomplish the coordination obligation of SGMA and will enumerate the Coordination Committee’s responsibilities. The Coordination Agreement will also establish the roles of Secretary and Plan Manager and enumerate their respective responsibilities.
- G. The SLDMWA has been assisting the GSP Groups with SGMA compliance, and will act as the initial Secretary of the Coordination Committee (“**Secretary**”) and the initial Plan Manager with respect to the Coordination Agreement (“**Plan Manager**”). As part of that effort, the SLDMWA and/or its agents agrees to undertake all activities required of it under the

Coordination Agreement, so long as each GSP Group reimburses the SLDMWA for that GSP Group's apportioned share of the "**Coordinated Plan Expenses**," described in Section 2 below.

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

NOW, THEREFORE, based on the Recitals set forth above and on the terms and conditions set forth herein, the Parties agree as follows:

AGREEMENT

1. Administrative Coordination. For so long as desired by the Coordination Committee, the SLDMWA will be responsible for undertaking all activities required of it under the Coordination Agreement including, but not limited to: intrabasin coordination; activities required in its role as Secretary; activities required in its role as Plan Manager; and entering into professional services agreement(s) and any supplemental agreements required for the consultant work necessary to meet the objectives of the Coordination Agreement.
2. Coordinated Plan Expenses. The Parties agree that **Coordinated Plan Expenses** incurred under the Coordination Agreement shall mean any expenses incurred by the Secretary and Plan Manager at the direction of the Coordination Committee within approved annual cost estimates pursuant to Section 5 of this Cost Sharing Agreement for purposes of developing and implementing the Coordination Agreement, including actual expenses incurred in executing obligations under the Coordination Agreement for intrabasin and interbasin coordination beginning in August 2017. The GSA Parties agree to make payments for Coordinated Plan Expenses through their GSP Groups, described in Section 6 below.
3. Participation Percentages. The Parties acknowledge and agree that the participation percentages in Exhibit "A" ("**Participation Percentages**") shall be utilized to determine the share of Coordinated Plan Expenses allocated to each GSP Group.
 - a. Initial Participation Percentages. Coordinated Plan Expenses will be paid proportionally by each GSP Group through the Responsible Agency to Invoice ("**Responsible Agency**") identified on Exhibit "A," pursuant to each GSP Group's respective Participation Percentage, which is initially set in equal percentages, as indicated in Exhibit "A."
 - b. Updated Participation Percentages. Participation Percentages may be evaluated by the Coordination Committee from time to time, including to consider new information concerning the relative contribution or responsibility of each GSP Group towards achieving the Subbasin-wide sustainability goal of their coordinated GSPs.
 - c. Ongoing Documentation of Participation Percentages. The most current Participation Percentages of each GSP Group shall be dated and attached as Exhibit "A" to this Agreement, effective upon the date approved by the Parties under delegated authority

by their respective GSP Groups, without any further Amendment to this Agreement being required.

4. Obligations Outside of Cost Sharing Agreement. It is the responsibility and obligation of each GSA Party under this Agreement that is part of a multi-party GSP Group to provide documentation to the Secretary and the Coordination Committee establishing that such GSP Group has a binding agreement or mechanism assuring that the GSP Group will pay its Participation Percentage set forth on Exhibit “A,” as said Exhibit “A” may be modified or amended from time to time (pursuant to a modification or amendment of this Agreement under Section 14, below), including documentation of provisions regarding the default or withdrawal of any GSA Party within such GSP Group. Provided, that the Secretary shall not be obligated to evaluate or provide an opinion on the legal sufficiency of the documentation.
5. Cost Estimates. The SLDMWA will obtain and provide the GSP Groups, through the GSP Group Representatives on the Coordination Committee, with a written estimate (“**Estimate**”) of the cost of each task required for executing its obligations under the Coordination Agreement prior to March 1 each year, and as new tasks arise. Each Estimate will be subject to approval by the Coordination Committee, pursuant to the Coordination Agreement. The SLDMWA shall account for Coordinated Plan Expenses in accordance with standard public agency accounting procedures and shall invoice amounts to be collected from the GSP Groups in accordance with Section 6 below. All costs related to workgroups shall be the responsibility of each Party providing the workgroup participant.
6. Invoicing and Payment. The SLDMWA shall bill the GSP Groups, through the Responsible Agency identified on Exhibit “A,” for all Coordinated Plan Expenses based upon their respective Participation Percentages, upon receipt of each individual invoice. Payment is due from each Responsible Agency thirty (30) days following receipt of the invoice by the Responsible Agency. Amounts in arrears for more than thirty (30) days shall earn interest at the applicable legal rate. Each Responsible Agency is responsible to collect payment from members of its GSP Group, if any.
7. Reporting. The SLDMWA shall present a cumulative Coordinated Plan Expense report to the GSP Groups on a monthly basis, through the Responsible Agency identified on Exhibit “A.” Each Invoice, described in Section 6 above, shall be accompanied by a Coordinated Plan Expenses report (“**Report**”). The Report shall consist of a cumulative itemized statement of all costs and expenses incurred pursuant to the Coordination Agreement and any disbursement of funds received by the SLDMWA under this Agreement.
8. Records. The SLDMWA shall maintain separate records regarding Coordinated Plan Expenses, including records of billing and payment and other documents related to the execution of its obligations under the Coordination Agreement. The Parties and their designated agents shall have the right to inspect all records maintained by the SLDMWA associated with this Cost Sharing Agreement at any time within normal business hours, with fifteen (15) business days’ advance notice to the SLDMWA in writing.

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

San Luis & Delta-Mendota Water Authority
P.O. Box 2157
Los Banos, CA 93635
Attn: Andrew Garcia
E-mail: andrew.garcia@sldmwa.org

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

10. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State of California and is to be so construed.
11. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing this language in the section referred to or to define or limit the scope of any provision of this Agreement.
12. Entire Agreement. This Agreement (including the preamble and Recitals) constitutes the entire Agreement between the Parties and supersedes prior agreements or discussions relating to the matters set forth herein, if any, both written and oral.
13. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
14. Modification or Amendment. The Parties hereby agree that, this Agreement may be supplemented, amended, or modified only by the mutual written agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all Parties.
15. Withdrawal.
- a. Withdrawal by a GSA Party. A GSA Party may withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon thirty (30) days written notice to all other Parties. Any GSA Party who withdraws shall remain obligated to pay its share of all Coordinated Plan Expenses accrued prior to the effective date of such withdrawal. The SLDMWA will notify DWR within thirty (30) days of any GSA Party’s withdrawal from this Agreement.

- b. Withdrawal by the SLDMWA. The SLDMWA may withdraw from this Agreement effective: (1) upon notification by the Coordination Committee that the SLDMWA's services are no longer required as Secretary and Plan Manager; or (2) upon sixty (60) days written notice by the SLDMWA to the GSA Parties. In the event the SLDMWA withdraws from this Agreement, such withdrawal shall terminate this Agreement, unless the Coordination Committee names a successor Secretary and Plan Manager pursuant to the Coordination Agreement, and the Parties and such successor entity or entities agree to continue the Agreement with the successor Secretary and Plan Manager agreeing to assume the role of the SLDMWA. If the Agreement continues between the GSA Parties and a successor to the SLDMWA, the SLDMWA agrees to reasonably cooperate in the transition to its successor; provided, the SLDMWA shall not be liable for performance of duties under this Agreement following the Coordination Committee's notice or the sixty (60)-day notice period set forth in this subsection, whichever is applicable.
16. Term. As modified pursuant to Section 14, this Agreement shall continue for a term coterminous with the requirements of SGMA.
17. Indemnification. The Parties agree that the GSA Parties shall, in proportion to the respective Participation Percentages of their GSP Groups, hold the SLDMWA free and harmless from and indemnify the SLDMWA against any and all costs, losses, damages, claims, and liabilities arising from this Agreement, unless such costs, losses, damages, claims, or liabilities are attributable to the sole negligence or willful misconduct of the SLDMWA. The Parties acknowledge that each GSP Group intends to pay only its share of Coordinated Plan Expenses, but acknowledge that the GSP Group may be required to pay an adjusted Participation Percentage (pursuant to a modification or amendment of this Agreement under Section 14, above) to meet its obligation to the SLDMWA and seek its remedy against any defaulting GSP Group.
18. Construction of Agreement. The Parties acknowledge that each has informed and able counsel to advise it concerning the terms of this Agreement, and agree that no Party shall be deemed the drafting Party in any dispute involving construction of the terms of the Agreement.
19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
20. No Partnership. The Parties hereto do not intend to create a partnership for federal income tax purposes or state law purposes, and nothing herein shall be construed to create such a partnership. The provisions set forth in this Agreement, and the respective obligations of each Party hereto, shall be construed consistently with such intent.
21. Procedures for Resolving Conflicts. In the event of any dispute arising from or relating to this Agreement, the disputing Party shall, within thirty (30) calendar days of discovery of the events giving rise to the dispute, notify all Parties to this Agreement in writing of the basis for the dispute. Within thirty (30) calendar days of receipt of said notice, all interested Parties shall meet and confer in a good-faith attempt to informally resolve the dispute. All disputes that are not resolved informally shall be settled by non-binding arbitration. Within ten (10) days

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

PATTERSON IRRIGATION DISTRICT GSA			
Patterson Irrigation District		Date: 05/22/2018	
Signature 			
Name of Representative: Vince Lucchesi			
WEST STANISLAUS IRRIGATION DISTRICT GSA 1			
West Stanislaus Irrigation District		Date:	
Signature			
Name of Representative:			
DM II GSA			
Del Puerto Water District	Date:	Oak Flat Water District	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
CITY OF PATTERSON GSA			
City of Patterson		Date:	
Signature			
Name of Representative:			

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

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

PATTERSON IRRIGATION DISTRICT GSA			
Patterson Irrigation District		Date:	
Signature			
Name of Representative:			
WEST STANISLAUS IRRIGATION DISTRICT GSA 1			
West Stanislaus Irrigation District		Date: 5/16/18	
Signature Robert Pierce			
Name of Representative: Robert Pierce, General Manager			
DM II GSA			
Del Puerto Water District		Date:	Oak Flat Water District
Signature		Date:	Signature
Name of Representative:		Name of Representative:	
CITY OF PATTERSON GSA			
City of Patterson		Date:	
Signature			
Name of Representative:			

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

PATTERSON IRRIGATION DISTRICT GSA			
Patterson Irrigation District	Date:	Twin Oaks Irrigation Company	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
WEST STANISLAUS IRRIGATION DISTRICT GSA 1			
West Stanislaus Irrigation District	Date:		
Signature			
Name of Representative:			
DM II GSA			
Del Puerto Water District	Date: 8/28/18	Oak Flat Water District	Date: 8/28/18
Signature Anthea C. Hansen		Signature Anthea C. Hansen	
Name of Representative: Anthea C Hansen		Name of Representative: Anthea C Hansen	
CITY OF PATTERSON GSA			
City of Patterson	Date:		
Signature			
Name of Representative:			

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

PATTERSON IRRIGATION DISTRICT GSA			
Patterson Irrigation District		Date:	
Signature			
Name of Representative:			
WEST STANISLAUS IRRIGATION DISTRICT GSA 1			
West Stanislaus Irrigation District		Date:	
Signature			
Name of Representative:			
DM II GSA			
Del Puerto Water District		Date:	Oak Flat Water District
Signature			Signature
Name of Representative:		Name of Representative:	
CITY OF PATTERSON GSA			
City of Patterson		Date:	9/20/18
Signature			
Name of Representative: Ken Irwin			

NORTHWESTERN DELTA-MENDOTA GSA			
County of Merced		Date: 7/31/18	
Signature		County of Stanislaus	
Signature		Date:	
Name of Representative: Jerald R. O'Banion		Name of Representative:	
CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA			
San Luis Water District		Date:	
Signature		Panoche Water District	
Signature		Date:	
Name of Representative:		Name of Representative:	
Tranquillity Irrigation District		Date:	
Signature		Fresno Slough Water District	
Signature		Date:	
Name of Representative:		Name of Representative:	
Eagle Field Water District		Date:	
Signature		Pacheco Water District	
Signature		Date:	
Name of Representative:		Name of Representative:	
Santa Nella County Water District		Date:	
Signature		Mercy Springs Water District	
Signature		Date:	
Name of Representative:		Name of Representative:	
County of Merced		Date: 7/31/18	
Signature		County of Fresno	
Signature		Date:	
Name of Representative: Jerald R. O'Banion		Name of Representative:	
ORO LOMA WATER DISTRICT GSA			
Oro Loma Water District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
WIDREN WATER DISTRICT GSA			
Widren Water District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA			
San Joaquin River Exchange Contractors GSA		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	

NORTHWESTERN DELTA-MENDOTA GSA			
County of Merced	Date:	County of Stanislaus	Date: 10/9/18
Signature		Signature	
Name of Representative:		Jim DeMartini, Chairman	
		APPROVED AS TO FORM: John P. Doering County Counsel, Stanislaus County	
		BY: [Signature]	Date: 10/2/18
		Asst County Counsel:	
CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA			
San Luis Water District	Date:	Panoche Water District	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
Tranquillity Irrigation District	Date:	Fresno Slough Water District	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
Eagle Field Water District	Date:	Pacheco Water District	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
Santa Nella County Water District	Date:	Mercy Springs Water District	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
County of Merced	Date:	County of Fresno	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
ORO LOMA WATER DISTRICT GSA			
Oro Loma Water District	Date:		
Signature			
Name of Representative:			
WIDREN WATER DISTRICT GSA			
Widren Water District	Date:		
Signature			
Name of Representative:			
SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA			
San Joaquin River Exchange Contractors GSA	Date:		
Signature			
Name of Representative:			

NORTHWESTERN DELTA-MENDOTA GSA			
County of Merced		Date:	
Signature		County of Stanislaus	
		Date:	
Name of Representative:		Name of Representative:	
CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA			
San Luis Water District		Date: 8/15/18	
Signature		Panoche Water District	
		Date:	
Name of Representative: Lon Martin		Name of Representative:	
Tranquillity Irrigation District		Fresno Slough Water District	
Date:		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
Eagle Field Water District		Pacheco Water District	
Date:		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
Santa Nella County Water District		Mercy Springs Water District	
Date:		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
County of Merced		County of Fresno	
Date:		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
ORO LOMA WATER DISTRICT GSA			
Oro Loma Water District		Date:	
Signature			
Name of Representative:			
WIDREN WATER DISTRICT GSA			
Widren Water District		Date:	
Signature			
Name of Representative:			
SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA			
San Joaquin River Exchange Contractors GSA		Date:	
Signature			
Name of Representative:			

NORTHWESTERN DELTA-MENDOTA GSA			
County of Merced		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA			
San Luis Water District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative: John Bennett	
Tranquillity Irrigation District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
Eagle Field Water District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative: Aaron Barcellos	
Santa Nella County Water District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative: Michael Linneman	
County of Merced		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
ORO LOMA WATER DISTRICT GSA			
Oro Loma Water District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
WIDREN WATER DISTRICT GSA			
Widren Water District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA			
San Joaquin River Exchange Contractors GSA		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	

NORTHWESTERN DELTA-MENDOTA GSA			
County of Merced		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA			
San Luis Water District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
Tranquillity Irrigation District		Date:	
Signature		Signature	
Name of Representative: Jerry Salvador		Name of Representative:	
Eagle Field Water District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
Santa Nella County Water District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
County of Merced		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
ORO LOMA WATER DISTRICT GSA		Date:	
Oro Loma Water District		Signature	
Name of Representative:		Name of Representative:	
WIDREN WATER DISTRICT GSA		Date:	
Widren Water District		Signature	
Name of Representative:		Name of Representative:	
SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA		Date:	
San Joaquin River Exchange Contractors GSA		Signature	
Name of Representative:		Name of Representative:	

NORTHWESTERN DELTA-MENDOTA GSA			
County of Merced		Date:	
Signature		County of Stanislaus	
Signature		Date:	
Name of Representative:		Name of Representative:	
CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA			
San Luis Water District		Date:	
Signature		Panoche Water District	
Signature		Date:	
Name of Representative:		Name of Representative:	
Tranquillity Irrigation District		Fresno Slough Water District	
Date:		Date:	
Signature		Signature	
Signature		Signature	
Name of Representative:		Name of Representative:	
Eagle Field Water District		Fresno Slough Water District	
Date:		Date:	
Signature		Signature	
Signature		Signature	
Name of Representative:		Name of Representative:	
Santa Nella County Water District		Mercy Springs Water District	
Date:		Date:	
Signature		Signature	
Signature		Signature	
Name of Representative:		Name of Representative:	
County of Merced		County of Fresno	
Date:		Date:	
Signature		Signature	
Signature		Signature	
Name of Representative:		Name of Representative:	
ORO LOMA WATER DISTRICT GSA			
Oro Loma Water District		Date:	
Signature		Signature	
Signature		Signature	
Name of Representative:		Name of Representative:	
WIDREN WATER DISTRICT GSA			
Widren Water District		Date:	
Signature		Signature	
Signature		Signature	
Name of Representative:		Name of Representative:	
SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA			
San Joaquin River Exchange Contractors GSA		Date:	
Signature		Signature	
Signature		Signature	
Name of Representative:		Name of Representative:	

NORTHWESTERN DELTA-MENDOTA GSA			
County of Merced	Date:	County of Stanislaus	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA			
San Luis Water District	Date:	Panoche Water District	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
Tranquillity Irrigation District	Date:	Fresno Slough Water District	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
Eagle Field Water District	Date:	Pacheco Water District	Date:
Signature <i>Randall Miles 6-27-18</i>		Signature	
Name of Representative: Randall Miles		Name of Representative:	
Santa Nella County Water District	Date:	Mercy Springs Water District	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
County of Merced	Date:	County of Fresno	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
ORO LOMA WATER DISTRICT GSA			
Oro Loma Water District	Date:		
Signature			
Name of Representative:			
WIDREN WATER DISTRICT GSA			
Widren Water District	Date:		
Signature			
Name of Representative:			
SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA			
San Joaquin River Exchange Contractors GSA	Date:		
Signature			
Name of Representative:			

NORTHWESTERN DELTA-MENDOTA GSA			
County of Merced		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA			
San Luis Water District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
Tranquillity Irrigation District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
Eagle Field Water District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
Santa Nella County Water District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
County of Merced		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
ORO LOMA WATER DISTRICT GSA		Date:	
Oro Loma Water District		Signature	
Name of Representative:		Name of Representative:	
WIDREN WATER DISTRICT GSA		Date:	
Widren Water District		Signature	
Name of Representative:		Name of Representative:	
SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA		Date:	
San Joaquin River Exchange Contractors GSA		Signature	
Name of Representative:		Name of Representative:	

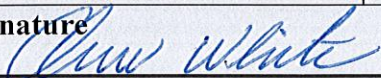
NORTHWESTERN DELTA-MENDOTA GSA			
County of Merced		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA			
San Luis Water District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
Tranquillity Irrigation District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
Eagle Field Water District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
Santa Nella County Water District		Date:	
Signature		Signature	
Name of Representative:		Name of Representative:	
County of Merced		Date:	
Signature		Signature <i>Sal Quintero</i>	
Name of Representative:		Name of Representative: Sal Quintero	
ORO LOMA WATER DISTRICT GSA			
Oro Loma Water District		Date:	
Signature			
Name of Representative:			
WIDREN WATER DISTRICT GSA			
Widren Water District		Date:	
Signature			
Name of Representative:			
SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA			
San Joaquin River Exchange Contractors GSA		Date:	
Signature			
Name of Representative:			

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

By *[Signature]* Deputy

NORTHWESTERN DELTA-MENDOTA GSA			
County of Merced		Date:	
Signature		County of Stanislaus	
Date:		Signature	
Name of Representative:		Name of Representative:	
CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA			
San Luis Water District		Date:	
Signature		Panoche Water District	
Date:		Signature	
Name of Representative:		Name of Representative:	
Tranquillity Irrigation District		Date:	
Signature		Fresno Slough Water District	
Date:		Signature	
Name of Representative:		Name of Representative:	
Eagle Field Water District		Date:	
Signature		Pacheco Water District	
Date:		Signature	
Name of Representative:		Name of Representative:	
Santa Nella County Water District		Date:	
Signature		Mercy Springs Water District	
Date:		Signature	
Name of Representative:		Name of Representative:	
County of Merced		Date:	
Signature		County of Fresno	
Date:		Signature	
Name of Representative:		Name of Representative:	
ORO LOMA WATER DISTRICT GSA			
Oro Loma Water District		Date:	
Signature			
Name of Representative: Steve Sloan			
WIDREN WATER DISTRICT GSA			
Widren Water District		Date:	
Signature			
Name of Representative:			
SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA			
San Joaquin River Exchange Contractors GSA		Date:	
Signature			
Name of Representative:			

NORTHWESTERN DELTA-MENDOTA GSA			
County of Merced		Date:	
Signature		County of Stanislaus	
		Date:	
Name of Representative:		Signature	
		Name of Representative:	
CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA			
San Luis Water District		Date:	
Signature		Panoche Water District	
		Date:	
Name of Representative:		Signature	
		Name of Representative:	
Tranquillity Irrigation District		Date:	
Signature		Fresno Slough Water District	
		Date:	
Name of Representative:		Signature	
		Name of Representative:	
Eagle Field Water District		Date:	
Signature		Pacheco Water District	
		Date:	
Name of Representative:		Signature	
		Name of Representative:	
Santa Nella County Water District		Date:	
Signature		Mercy Springs Water District	
		Date:	
Name of Representative:		Signature	
		Name of Representative:	
County of Merced		Date:	
Signature		County of Fresno	
		Date:	
Name of Representative:		Signature	
		Name of Representative:	
ORO LOMA WATER DISTRICT GSA			
Oro Loma Water District		Date:	
Signature			
Name of Representative:			
WIDREN WATER DISTRICT GSA			
Widren Water District		Date: 6.20.18	
Signature			
Name of Representative: Jean Sagouspe			
SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA			
San Joaquin River Exchange Contractors GSA		Date:	
Signature			
Name of Representative:			

NORTHWESTERN DELTA-MENDOTA GSA			
County of Merced		Date:	
Signature		County of Stanislaus	
		Date:	
Name of Representative:		Signature	
CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA			
San Luis Water District		Date:	
Signature		Panoche Water District	
		Date:	
Name of Representative:		Signature	
Tranquillity Irrigation District		Date:	
Signature		Fresno Slough Water District	
		Date:	
Name of Representative:		Signature	
Eagle Field Water District		Date:	
Signature		Pacheco Water District	
		Date:	
Name of Representative:		Signature	
Santa Nella County Water District		Date:	
Signature		Mercy Springs Water District	
		Date:	
Name of Representative:		Signature	
County of Merced		Date:	
Signature		County of Fresno	
		Date:	
Name of Representative:		Signature	
ORO LOMA WATER DISTRICT GSA			
Oro Loma Water District		Date:	
Signature			
WIDREN WATER DISTRICT GSA			
Widren Water District		Date:	
Signature			
SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA			
San Joaquin River Exchange Contractors GSA		Date:	
Signature		9/7/18	
			
Name of Representative:		Chris White	

TURNER ISLAND WATER DISTRICT -2 GSA	
Turner Island Water District	Date: 8/6/2018
Signature 	
Name of Representative: DONALD SKINNER, President	
CITY OF MENDOTA GSA	
City of Mendota	Date:
Signature	
Name of Representative:	
CITY OF FIREBAUGH GSA	
City of Firebaugh	Date:
Signature	
Name of Representative:	
CITY OF LOS BANOS GSA	
City of Los Banos	Date:
Signature	
Name of Representative:	
CITY OF DOS PALOS GSA	
City of Dos Palos	Date:
Signature	
Name of Representative:	
CITY OF GUSTINE GSA	
City of Gustine	Date:
Signature	
Name of Representative:	
CITY OF NEWMAN GSA	
City of Newman	Date:
Signature	
Name of Representative:	
COUNTY OF MADERA -3 GSA	
County of Madera	Date:
Signature	
Name of Representative:	
MERCED COUNTY DELTA-MENDOTA GSA	
County of Merced	Date:
Signature	
Name of Representative:	

TURNER ISLAND WATER DISTRICT -2 GSA	
Turner Island Water District	Date:
Signature	
Name of Representative:	
CITY OF MENDOTA GSA	
City of Mendota	Date: 12/12/18
Signature	
Name of Representative: Cristian Gonzalez	
CITY OF FIREBAUGH GSA	
City of Firebaugh	Date:
Signature	
Name of Representative:	
CITY OF LOS BANOS GSA	
City of Los Banos	Date:
Signature	
Name of Representative:	
CITY OF DOS PALOS GSA	
City of Dos Palos	Date:
Signature	
Name of Representative:	
CITY OF GUSTINE GSA	
City of Gustine	Date:
Signature	
Name of Representative:	
CITY OF NEWMAN GSA	
City of Newman	Date:
Signature	
Name of Representative:	
COUNTY OF MADERA -3 GSA	
County of Madera	Date:
Signature	
Name of Representative:	
MERCED COUNTY DELTA-MENDOTA GSA	
County of Merced	Date:
Signature	
Name of Representative:	

TURNER ISLAND WATER DISTRICT -2 GSA	
Turner Island Water District	Date:
Signature	
Name of Representative:	
CITY OF MENDOTA GSA	
City of Mendota	Date:
Signature	
Name of Representative:	
CITY OF FIREBAUGH GSA	
City of Firebaugh	Date: 9-25-18
Signature 	
Name of Representative: Ben Gallegos	
CITY OF LOS BANOS GSA	
City of Los Banos	Date:
Signature	
Name of Representative:	
CITY OF DOS PALOS GSA	
City of Dos Palos	Date:
Signature	
Name of Representative:	
CITY OF GUSTINE GSA	
City of Gustine	Date:
Signature	
Name of Representative:	
CITY OF NEWMAN GSA	
City of Newman	Date:
Signature	
Name of Representative:	
COUNTY OF MADERA -3 GSA	
County of Madera	Date:
Signature	
Name of Representative:	
MERCED COUNTY DELTA-MENDOTA GSA	
County of Merced	Date:
Signature	
Name of Representative:	

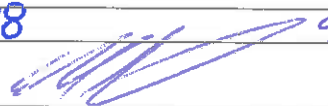
TURNER ISLAND WATER DISTRICT -2 GSA	
Turner Island Water District	Date:
Signature	
Name of Representative:	
CITY OF MENDOTA GSA	
City of Mendota	Date:
Signature	
Name of Representative:	
CITY OF FIREBAUGH GSA	
City of Firebaugh	Date:
Signature	
Name of Representative:	
CITY OF LOS BANOS GSA	
City of Los Banos	Date: November 14, 2018
Signature 	
Name of Representative: Alex Terrazas, City Manager	
CITY OF DOS PALOS GSA	
City of Dos Palos	Date:
Signature	
Name of Representative:	
CITY OF GUSTINE GSA	
City of Gustine	Date:
Signature	
Name of Representative:	
CITY OF NEWMAN GSA	
City of Newman	Date:
Signature	
Name of Representative:	
COUNTY OF MADERA -3 GSA	
County of Madera	Date:
Signature	
Name of Representative:	
MERCED COUNTY DELTA-MENDOTA GSA	
County of Merced	Date:
Signature	
Name of Representative:	

TURNER ISLAND WATER DISTRICT -2 GSA	
Turner Island Water District	Date:
Signature	
Name of Representative:	
CITY OF MENDOTA GSA	
City of Mendota	Date:
Signature	
Name of Representative:	
CITY OF FIREBAUGH GSA	
City of Firebaugh	Date:
Signature	
Name of Representative:	
CITY OF LOS BANOS GSA	
City of Los Banos	Date:
Signature	
Name of Representative:	
CITY OF DOS PALOS GSA	
City of Dos Palos	Date:
Signature	
Name of Representative: April Hogue	
CITY OF GUSTINE GSA	
City of Gustine	Date:
Signature	
Name of Representative:	
CITY OF NEWMAN GSA	
City of Newman	Date:
Signature	
Name of Representative:	
COUNTY OF MADERA -3 GSA	
County of Madera	Date:
Signature	
Name of Representative:	
MERCED COUNTY DELTA-MENDOTA GSA	
County of Merced	Date:
Signature	
Name of Representative:	

SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA	
San Joaquin River Exchange Contractors GSA	Date:
Signature	
Name of Representative:	
TURNER ISLAND WATER DISTRICT -2 GSA	
Turner Island Water District	Date:
Signature	
Name of Representative:	
CITY OF MENDOTA GSA	
City of Mendota	Date:
Signature	
Name of Representative:	
CITY OF FIREBAUGH GSA	
City of Firebaugh	Date:
Signature	
Name of Representative:	
CITY OF LOS BANOS GSA	
City of Los Banos	Date:
Signature	
Name of Representative:	
CITY OF DOS PALOS GSA	
City of Dos Palos	Date:
Signature	
Name of Representative: <i>Doug Dunford</i>	
CITY OF GUSTINE GSA	
City of Gustine	Date: <i>9/18/18</i>
Signature <i>[Signature]</i>	
Name of Representative:	
CITY OF NEWMAN GSA	
City of Newman	Date:
Signature	
Name of Representative:	

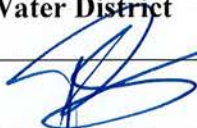
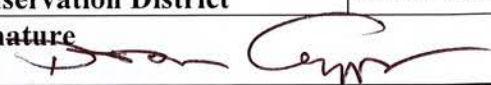
Name of Representative:	
SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA	
San Joaquin River Exchange Contractors GSA	Date:
Signature	
Name of Representative:	

TURNER ISLAND WATER DISTRICT -2 GSA	
Turner Island Water District	Date:
Signature	
Name of Representative:	
CITY OF MENDOTA GSA	
City of Mendota	Date:
Signature	
Name of Representative:	
CITY OF FIREBAUGH GSA	
City of Firebaugh	Date:
Signature	
Name of Representative:	
CITY OF LOS BANOS GSA	
City of Los Banos	Date:
Signature	
Name of Representative:	
CITY OF DOS PALOS GSA	
City of Dos Palos	Date:
Signature	
Name of Representative:	
CITY OF GUSTINE GSA	
City of Gustine	Date:
Signature	
Name of Representative:	
CITY OF NEWMAN GSA	
City of Newman	Date: 15 AUG 18
Signature 	
Name of Representative: Michael E. Holland	
COUNTY OF MADERA -3 GSA	

TURNER ISLAND WATER DISTRICT -2 GSA	
Turner Island Water District	Date:
Signature	
Name of Representative:	
CITY OF MENDOTA GSA	
City of Mendota	Date:
Signature	
Name of Representative:	
CITY OF FIREBAUGH GSA	
City of Firebaugh	Date:
Signature	
Name of Representative:	
CITY OF LOS BANOS GSA	
City of Los Banos	Date:
Signature	
Name of Representative:	
CITY OF DOS PALOS GSA	
City of Dos Palos	Date:
Signature	
Name of Representative:	
CITY OF GUSTINE GSA	
City of Gustine	Date:
Signature	
Name of Representative:	
CITY OF NEWMAN GSA	
City of Newman	Date:
Signature	
Name of Representative:	
COUNTY OF MADERA -3 GSA	
County of Madera	Date: 10-02-2018
Signature 	9-11-18 
Name of Representative: Tom Wheeler	
MERCED COUNTY DELTA-MENDOTA GSA	
County of Merced	Date:
Signature	
Name of Representative:	

MICHAEL LIMON, PER. COUNTY COUNSEL

TURNER ISLAND WATER DISTRICT -2 GSA	
Turner Island Water District	Date:
Signature	
Name of Representative:	
CITY OF MENDOTA GSA	
City of Mendota	Date:
Signature	
Name of Representative:	
CITY OF FIREBAUGH GSA	
City of Firebaugh	Date:
Signature	
Name of Representative:	
CITY OF LOS BANOS GSA	
City of Los Banos	Date:
Signature	
Name of Representative:	
CITY OF DOS PALOS GSA	
City of Dos Palos	Date:
Signature	
Name of Representative:	
CITY OF GUSTINE GSA	
City of Gustine	Date:
Signature	
Name of Representative:	
CITY OF NEWMAN GSA	
City of Newman	Date:
Signature	
Name of Representative:	
COUNTY OF MADERA -3 GSA	
County of Madera	Date:
Signature	
Name of Representative:	
MERCED COUNTY DELTA-MENDOTA GSA	
County of Merced	Date: 7/31/18
Signature	
Name of Representative: Jerald R. O'Brien	

GRASSLAND GSA			
Grassland Water District		Date: 7-10-2018	Grassland Resource Conservation District
Signature 		Signature 	
Name of Representative: Pepper Snyder		Name of Representative: Dennis Campini	
FARMERS WATER DISTRICT GSA			
Farmers Water District		Date:	
Signature			
Name of Representative:			
FRESNO COUNTY MANAGEMENT AREA A+B GSAs			
County of Fresno		Date:	
Signature			
Name of Representative:			
ALISO WATER DISTRICT GSA			
Aliso Water District		Date:	
Signature			
Name of Representative:			
SAN LUIS & DELTA-MENDOTA WATER AUTHORITY			
San Luis & Delta-Mendota Water Authority		Date:	
Signature			
Name of Representative:			

GRASSLAND GSA			
Grassland Water District	Date:	Grassland Resource Conservation District	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
FARMERS WATER DISTRICT GSA			
Farmers Water District	Date:	9-14-18	
Signature			
Name of Representative:		JIM STILLWELL	
FRESNO COUNTY MANAGEMENT AREA A+B GSAs			
County of Fresno	Date:		
Signature			
Name of Representative:			
ALISO WATER DISTRICT GSA			
Aliso Water District	Date:		
Signature			
Name of Representative:			
SAN LUIS & DELTA-MENDOTA WATER AUTHORITY			
San Luis & Delta-Mendota Water Authority	Date:		
Signature			
Name of Representative:			

GRASSLAND GSA			
Grassland Water District	Date:	Grassland Resource Conservation District	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
FARMERS WATER DISTRICT GSA			
Farmers Water District	Date:		
Signature			
Name of Representative:			
FRESNO COUNTY MANAGEMENT AREA A+B GSAs			
County of Fresno	Date:		
Signature			
Name of Representative: Sal Quintero		ATTEST: BERNICE E. SEIDEL Clerk of the Board of Supervisors County of Fresno, State of California	
ALISO WATER DISTRICT GSA		By <u>Debi Cuyler</u> Deputy	
Aliso Water District	Date:		
Signature			
Name of Representative:			
SAN LUIS & DELTA-MENDOTA WATER AUTHORITY			
San Luis & Delta-Mendota Water Authority	Date:		
Signature			
Name of Representative:			

GRASSLAND GSA			
Grassland Water District	Date:	Grassland Resource Conservation District	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
FARMERS WATER DISTRICT GSA			
Farmers Water District	Date:		
Signature			
Name of Representative:			
FRESNO COUNTY MANAGEMENT AREA A+B GSAs			
Fresno County	Date:		
Signature			
Name of Representative:			
ALISO WATER DISTRICT GSA			
Aliso Water District	Date:	10-23-18	
Signature <i>Roy Cotanda</i>			
Name of Representative: <i>ROY COTANDA, BOARD PRESIDENT</i>			
SAN LUIS & DELTA-MENDOTA WATER AUTHORITY			
San Luis & Delta-Mendota Water Authority	Date:		
Signature			
Name of Representative:			

GRASSLAND GSA			
Grassland Water District	Date:	Grassland Resource Conservation District	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
FARMERS WATER DISTRICT GSA			
Farmers Water District	Date:		
Signature			
Name of Representative:			
FRESNO COUNTY MANAGEMENT AREA A+B GSAs			
County of Fresno	Date:		
Signature			
Name of Representative:			
ALISO WATER DISTRICT GSA			
Aliso Water District	Date:		
Signature			
Name of Representative:			
SAN LUIS & DELTA-MENDOTA WATER AUTHORITY			
San Luis & Delta-Mendota Water Authority	Date:	8/6/18	
Signature			
Name of Representative: Frances Mizuno			

EXHIBIT A – GSP Groups and Responsible Agencies to Invoice

	Groundwater Sustainability Plan Group	Responsible Agency to Invoice / Address	Participation Percentage
1	Northern / Central Delta-Mendota Region – 2 Representatives Central DM Subgroup – 1 Member representing the following: Central Delta-Mendota Multi-Agency GSA Oro Loma Water District GSA Widren Water District GSA Northern DM Subgroup – 1 Member representing the following: City of Patterson GSA DM-II GSA Northwestern Delta-Mendota GSA Patterson Irrigation District GSA West Stanislaus Irrigation District-GSA 1	San Luis & Delta-Mendota Water Authority (for invoices) P.O. Box 2157 Los Banos, CA 93635 Attn: Andrew Garcia West Stanislaus Irrigation District (for other notices) 116 E Street P.O. Box 37 Westley, CA 95387 Attn: Robert Pierce	16.7%
2	San Joaquin River Exchange Contractors – 2 Representatives City of Dos Palos GSA City of Firebaugh GSA City of Gustine GSA City of Los Banos GSA City of Mendota GSA City of Newman GSA Madera County GSA Merced County Delta-Mendota GSA San Joaquin River Exchange Contractors GSA Turner Island Water District-2 GSA	San Joaquin River Exchange Contractors 541 H Street P.O. Box 2115 Los Banos, CA 95363 Attn: Steve Chedester	16.7%
3	Farmers Water District – 1 Representative Farmers Water District GSA	Farmers Water District 4460 W. Shaw Ave., #219 Fresno, CA 93722 Attn: Jim Stillwell	16.7%
4	Aliso Water District – 1 Representative Aliso Water District GSA	Aliso Water District 10302 Avenue 7-1/2 Firebaugh, CA 93622 Attn: Roy Catania	16.7%
5	Grassland Water District – 1 Representative Grassland Water District GSA Grassland WD and Grassland Resource Conservation District Merced County Delta-Mendota GSA	Grassland Water District 200 W. Willmont Ave. Los Banos, CA 93635 Attn: Ricardo Ortega	16.7%

6	Fresno County Management Area A & B – 1 Representative Fresno County Management Area A GSA Fresno County Management Area B GSA	County of Fresno Department of Public Works and Planning 2220 Tulare St., 6th Floor Fresno, CA 93721 Attn: Division of Water and Natural Resources	16.7%
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ATTACHMENT B

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT
OF WATER RESOURCES) AND WEST STANISLAUS IRRIGATION DISTRICT**

AGREEMENT NUMBER 4600012705

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
WEST STANISLAUS IRRIGATION DISTRICT**

AGREEMENT NUMBER 4600012705

2017 PROPOSITION 1 SUSTAINABLE GROUNDWATER PLANNING (SGWP) GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the West Stanislaus Irrigation District, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to assist the Grantee in financing the planning and/or selected project activities (Project) that will improve sustainable groundwater management, pursuant to Water Code Section 79700 et seq. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP), or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A, will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to the Department of Water Resources as required by the Sustainable Groundwater Management Act and implementing regulations.
- 2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed in accordance with the Schedule as set forth in Exhibit C.
- 3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$2,678,500.
- 4) GRANTEE COST SHARE. The Grantee is required to provide a Local Cost Share (non-State funds) of not less than 50 percent of the Total Project Cost. The cost share requirement for projects benefiting a Severely Disadvantaged Community (SDAC), Disadvantaged Community (DAC), or an Economically Distressed Areas (EDA) may be waived or reduced. The Grantee agrees to provide a Local Cost Share (non-State funds) for the amount as documented in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) BASIC CONDITIONS. The State shall have no obligation to disburse money for a project under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
 1. Prior to execution of this Grant Agreement, selected applicants (Groundwater Sustainability Agency) for GSP Development projects must submit evidence of a notification to the public and DWR prior to initiating development of a GSP in compliance with California Code of Regulations, title 23, Section 350 et seq. (GSP Regulations) and Water Code Section 10727.8.
 2. The Grantee must demonstrate compliance with all relevant eligibility criteria as set forth on pages 7 and 8 of the 2015 Grant Program Guidelines for the SGWP Grant Program.
 3. For the term of this Grant Agreement, the Grantee submits timely reports and all other deliverables as required by Paragraph 16, "Submission of Reports" and Exhibit A.
- 6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

- 7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, project construction, and/or any other scope of work efforts as described in Exhibit A. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after July 1, 2017, but before April 30, 2020, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement with State funds cannot be counted as Cost Share. Costs that are not eligible for reimbursement include, but are not limited to, the following items:

1. Costs, other than those noted above, incurred prior to the award date of this Grant.
 2. Costs for preparing and filing a grant application belonging to another solicitation.
 3. Operation and maintenance costs, including post construction performance and monitoring costs.
 4. Purchase of equipment that is not an integral part of a project.
 5. Establishing a reserve fund.
 6. Purchase of water supply.
 7. Monitoring and assessment costs for efforts required after project construction is complete.
 8. Replacement of existing funding sources for ongoing programs.
 9. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
 10. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the execution date of this Grant Agreement.
 11. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- 8) METHOD OF PAYMENT FOR REIMBURSEMENT. After the disbursement requirements in Paragraph 5 "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 16, "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

1. Costs incurred for work performed in implementing the project during the period identified in the particular invoice.

2. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
3. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - a. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - b. Invoices must be itemized based on the categories (i.e., tasks) specified in the Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - c. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - d. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - e. Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the address listed in Paragraph 22, "Project Representative."

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Exhibit D and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

- 9) ADVANCED PAYMENT. Water Code Section 10551 authorizes advance payment by the State for projects included and implemented in an applicable integrated regional water management plan, and when the project proponent is a nonprofit organization; a DAC; or the project benefits a DAC. If the project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of up to 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after execution of this Agreement, or later, will not be eligible to receive advance payment. The Advanced Payment Request must contain the following:
 1. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
 2. If the Local Project Sponsor is requesting the advanced payment, the request must include:
 - a. A funding plan which shows how the advanced funds will be expended within 18 months of this Grant Agreement's execution (i.e., for what, how much, and when).
 - b. A discussion of the Local Project Sponsor's financial capacity to complete the project once the advance funds have been expended, and include an "Audited Financial Statement Summary Form" specific to the DAC.

3. If a Local Project Sponsor is requesting advanced payment, the Grantee shall also submit a single Advance Payment Form Invoice, containing the request for each qualified project, to the State Project Manager with "wet signature" and date of the Grantee's Project Representative, as indicated in Paragraph 22, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective Local Project Sponsor(s). Within sixty (60) calendar days of receiving the Advanced Payment Form Invoice and subject to the availability of funds, the State will authorize payment of the advanced funds sought of up to 50% of the grant award for the qualified project(s). The Advanced Payment Form Invoice shall be submitted on forms provided by the State and shall meet the following format requirements:
 - a. Invoice must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - b. Invoice must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
 - c. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Form Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the distribution requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 16, "Submission of Reports."
 4. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - a. An itemization of how advanced funds have been expended to-date (Expenditure Summary), including documentation that supports the expenditures (e.g., contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 - b. A funding plan which shows how the remaining advanced funds will be expended.
 - c. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - d. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.
 5. Once the Grantee has expended all advanced funds, then the method of payment will revert to the reimbursement process specified in Paragraph 8, "Method of Payment for Reimbursement.", and any remaining requirements of Paragraph 5, "Basic Conditions."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
1. A project is not being implemented in accordance with the provisions of the Grant Agreement.
 2. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.

3. Repayment amounts may also include:

- a. Advance funds which have not been expended within 18 months of the Grant Agreement's execution.
- b. Actual costs incurred are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
- c. At the completion of the project, the funds have not been expended.

For conditions 10) 3.a. and 10) 3.b., repayment may consist of deducting the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a substantial breach of this Grant Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 13, "Continuing Eligibility," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:

1. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
2. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
3. Failure to operate or maintain project in accordance with this Grant Agreement.
4. Failure to make any remittance required by this Grant Agreement.
5. Failure to comply with Labor Compliance Plan requirements.
6. Failure to submit timely progress reports.
7. Failure to routinely invoice the State.
8. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

9. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
10. Terminate any obligation to make future payments to the Grantee.
11. Terminate the Grant Agreement.
12. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:

1. An urban water supplier that receives grant funds pursuant to this Grant Agreement must maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) by doing the following:
 - a. Have submitted their 2015 UWMP and had it deemed consistent by DWR. If the 2015 UWMP has not been submitted to DWR funding disbursements to the urban water supplier will cease until the 2015 UWMP is submitted. If the 2015 UWMP is deemed inconsistent by DWR, the urban water supplier will be ineligible to receive funding disbursements until the inconsistencies are addressed and DWR deems the UWMP consistent. For more information, visit the following website:
<https://www.water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans>.
 - b. All urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim gallons per capita per day (GPCD) target. If not meeting the interim target, the Grantee must submit a schedule, financing plan, and budget for achieving the GPCD target, as required pursuant to Water Code Section 10608.24. Urban water suppliers that did not meet their 2015 interim GPCD target must also submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD target by June 30 of each year.
2. An agricultural water supplier receiving grant funding must:
 - a. Comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq. Submit to the State a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code Section 10608.48.
 - b. Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply must have their 2015 AWMP identified on the State's website. For more information, visit the following website:
<https://www.water.ca.gov/Work-With-Us/Grants-And-Loans/Agriculture-Water-Use-Efficiency>.
3. The Grantee diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
4. If applicable, the Grantee must demonstrate compliance with the Groundwater Management Act set forth on pages 7 and 8 of the 2015 SGWP Grant Program Guidelines, dated October 2015.
5. Grantees that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code Section 10932 and the CASGEM Program.

14) PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. The Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of

the Project(s). The Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to the State.

- 15) RELATIONSHIP OF PARTIES. If applicable, the Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.
- 16) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager, and shall be submitted via Department of Water Resources (DWR) "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
 1. Progress Reports: The Grantee shall submit Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report should be submitted to the State no later than four (4) months after the execution of the agreement, with future reports then due on successive three-month increments based on the invoicing schedule and this date.
 2. Groundwater Sustainability Plan: The Grantee shall submit a Final Groundwater Sustainability Plan (GSP) to DWR by the date as specified per the Sustainable Groundwater Management Act (SGMA). The GSP shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
 3. Coordination Agreement: The Grantee shall provide the State a copy of the executed Coordination Agreement, and all supporting documentation. This condition is only required in basins where GSAs develop multiple GSPs pursuant to Water Code Section 10727(b)(3). Refer to the GSP Regulations for necessary details and requirements to prepare and submit a Coordination Agreement.
 4. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an Advanced Payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
 5. Completion Report: The Grantee shall prepare and submit to the State a separate Completion Report for each project or component included in Exhibit A. The Grantee shall submit a Completion Report within ninety (90) calendar days of project/component completion. Each Completion Report shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Completion Report shall also include, if applicable for Implementation Project(s), certification of final project by a registered civil engineer, consistent with Exhibit D. A "Certification of Project Completion" form will be provided by the State.
 6. Grant Completion Report: Upon completion of the Project included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within

ninety (90) calendar days of submitting the Completion Report for the final component or project to be completed under this Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each component completed, and how those components will further the goals of the GSP and sustainable groundwater. Retention for the last component, or project, to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State.

- 17) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects (pertinent to Implementation Projects) and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."
- 18) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 19) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
1. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 2. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 3. Applicable to Implementation Projects only, Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/license Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 20) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
1. By delivery in person.

2. By certified U.S. mail, return receipt requested, postage prepaid.
3. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
4. By electronic means.
5. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

21) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

22) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
Arthur Hinojosa
Chief, Division of Integrated Regional Water
Management
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov

West Stanislaus Irrigation District
Bobby Pierce
General Manager
1800 E. West Stanislaus Rd.
Westley, CA 95387
Phone: (209) 404-1436
Email: bobby.pierce@weststanislausid.org

Direct all inquiries to the Project Manager:

Department of Water Resources
Christopher Olvera
Division of IRWM
3374 E Shields Avenue
Fresno, CA 93726
Phone: (559) 230-3373
Email: Christopher.Olvera@water.ca.gov

San Luis & Delta Mendota Water Authority
Andrew Garcia
842 6th Street
Los Banos, CA 93635
Phone: (209) 832-6229
Email: andrew.garcia@sldmwa.org

Either party may change its Project Representative or Project Manager upon written notice to the other party.

23) STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution Accepting Funds

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

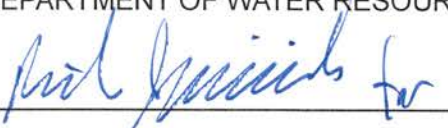
Exhibit H – State Audit Document Requirements and Cost Share Guidelines for Grantees

Exhibit I – Local Project Sponsors

Exhibit J – Project Location

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

 for

Arthur Hingjosa, Chief
Division of Integrated Regional Water
Management

Date 12/27/18

West Stanislaus Irrigation District



Bobby Pierce
General Manager

Date 12/5/2018

Approved as to Legal Form and Sufficiency

 for

Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date 12-27-18

EXHIBIT A

WORK PLAN

Project Title: 2017 Sustainable Groundwater Planning Grant for the Delta-Mendota Subbasin

Project Description: The Grantee's Sustainable Groundwater Planning Grant for the Delta-Mendota Subbasin (Project) consists of activities that serve and directly benefit Severely Disadvantaged Communities (SDACs) and are related to the planning and development of GSPs. The Project consists of a total of nine components that include: 1) grant administration, 2) technical assistance services to SDACs, 3) development of a Data Management System (DMS), and 4) through 9) GSP development.

Component 1: Grant Administration

Implementing Agency: Grantee

Category (a): Grant Administration

Manage and administer the Project as follows. Prepare and submit invoices to DWR, track progress and schedule, and manage contracts and budgets associated with the Grant Agreement. Administer and track contracts with consultants or other agencies that are necessary to complete tasks in the Work Plan and compile the required invoice back-up information. Conduct administrative responsibilities associated with the Project such as coordinating with partnering agencies and managing consultants/contractors including coordination of conference calls/meetings as needed.

Compile quarterly Progress Reports and invoices for submittal to DWR. Progress Reports will be prepared in accordance with Exhibit F. Invoices will include backup documentation. For each component, backup documentation will be collected and organized by category, along with an Excel compatible summary document detailing the contents of the backup documentation.

Prepare draft Grant Completion Report and submit to DWR for Project Manager's comment and review no later than 90-days after work completion. Prepare a Final Grant Completion Report addressing the DWR Project Manager's comments and submit to DWR in accordance with the provisions of Exhibit F.

Deliverables:

- Executed Grant Agreement and executed Amendment(s) (if necessary)
- Environmental Information Form
- Invoices and associated backup documentation
- Progress Reports
- Draft and Final Grant Completion Report

Component 2: Technical Assistance Services

Implementing Agency: Grantee

Category (a): Component Administration

Prepare backup documentation for invoices. Prepare a component completion report.

Deliverables:

- Backup documentation
- Component Completion Report

Category (b): Stakeholder Engagement

Task 1: SDAC Engagement and Education Program

Conduct an educational outreach program to SDACs in the Delta-Mendota Subbasin (Subbasin) to provide education on SGMA, its implications, the availability of grant funding to support their participation in the GSP preparation process, and how this funding will be allocated. Retain consultant assistance as necessary to act

as the SDAC liaison and cooperate with the Subbasin Coordination Committee. The SDAC liaison will conduct the activities including, but not limited to the following:

- Identifying SDACs in the Subbasin, document meeting occurrences, and establish points-of contact
- Developing and distributing education material at SDAC meetings
- Reporting on developments of the Coordination Committee with regards to SGMA compliance and GSP development
- Reporting concerns of SDACs to the Coordination Committee
- Develop and distribute a Technical Assistance Request Form

Technical Assistance Request Forms received will be evaluated by the Coordination Committee or by an Ad Hoc committee and recommendations made based financial need, and for groundwater sustainability.

Deliverables:

- Summaries of activities included in Progress Report(s)
- Technical Assistance Request Forms

Category (c): Technical Assistance

Task 2: SDAC Representation

Conduct outreach activities including, but not limited to the following: maintain a contact list of interested parties in their respective SDAC, outreach to SDAC prior to meetings, coordinate with represented SDAC on timing of meetings, provide meeting objectives, and provide work status updates. Attend meetings including, but not limited to the following: Respective SDAC Meetings, Coordination Committee Meetings, and Technical Sub-Committee Meetings

Deliverables:

- Contact list
- Summary of activities included in Progress Report(s)

Task 3: Vulnerability Assessment and Project Development

Conduct groundwater sustainability vulnerability assessments at selected SDACs in coordination with similar efforts being conducted under the San Joaquin River Funding Area (SJRFA) Disadvantage Communities Involvement Program (DACIP) Needs Assessment and the Westside-San Joaquin Integrated Regional Water Management Plan Update. The Vulnerability Assessment may include the following activities:

- Coordination with the SJRFA DACIP program to include groundwater sustainability-related questions on the funding area Needs Assessment
- Development of a SDAC Rapid Appraisal Form that will attempt to further summarize potential groundwater sustainability issues as identified in the SJRFA DACIP Needs Assessment
- Review and organization of data
- Evaluation of groundwater sustainability factors as it relates to SDACs within the Delta-Mendota Subbasin
- Purchase of hardware, software or other services that support SDAC participation in basin-wide monitoring, data analysis and reporting under SGMA
- Prepare final Vulnerability Assessment Report of SDAC

For SDACs that exhibit groundwater sustainability issues, conceptual project development memos may be prepared in coordination with GSP identification of projects and management actions to achieve groundwater sustainability. The conceptual project development memos will be evaluated by the coordination committee. If approved by the committee, the projects would then be further developed for proposed inclusion into one of the Subbasin GSPs. Further development could include:

- o Prepare a feasibility study report
- o Conduct preliminary design activities

- o Identify funding opportunities (implementation / construction funding)

Deliverables:

- SDAC Rapid Appraisal Form
- Completed Vulnerability Assessment Report
- Conceptual Project Development Memos, as appropriate
- Preliminary designs, studies, if necessary

Component 3: Generic Data Management System

Implementing Agency: Santa Nella County Water District

Create a generic DMS for SDACs to use as a base platform from which to develop their own data management systems.

Category (a): Component Administration

Prepare backup documentation for invoices. Prepare a component completion report.

Deliverables:

- Invoice backup documentation
- Component Completion Report

Category (b): Stakeholder Engagement

Hold meetings to obtain DMS design input. Conduct stakeholder outreach efforts, including forming a small committee of approximately six agencies to develop the DMS. Will prepare a DMS structure and revisions based on the general understanding of the SDAC needs.

Deliverables:

- Summaries of activities included in Progress Report

Category (c): DMS Development

Task 1: Data Collection and Organization

Collect water supply and demand data and develop a format to organize and transfer the data in the DMS.

Deliverables:

- Summary of data collected
- Data Collection Template

Task 2: Final DMS Testing and Implementation

Conduct testing of the DMS. Conduct meeting(s) to debrief committee with issues encountered and desired modifications that will be evaluated. Provide access to the system to the other SDACs.

Deliverables:

- Summaries of activities included in Progress Report(s)
- DMS technical documentation

Component 4: Northern and Central Delta-Mendota Region GSP Development

Implementing Agency: San Luis & Delta-Mendota Water Authority

Category (a): Component Administration

Complete administrative responsibilities associated with the GSP development, such as managing consultants/contractors. Retain consultants as needed to collect information related to management of the GSP Development component and the Completion Report.

Deliverables:

- Invoice backup documentation
- Component Completion Report

Category (b): GSP Planning and Development**Task 1: Data Management**

Compile data and develop a DMS. Various options for DMS will be identified and compared, with a single platform selected by the GSAs of the Northern and Central Delta-Mendota Region.

Deliverables:

- DMS documentation

Task 2: Flow Modeling

Refine and enhance an existing local groundwater flow model within the Subbasin and develop and refine the hydrologic conceptual model (HCM). Existing models, Central Valley Hydrologic Model, developed by the United States Geological Survey, and California Central Valley Groundwater-Surface Water Simulation Model (commonly known as C2VSim), developed by DWR, will be refined using local-scale data, field well-log data, and other data provided by stakeholders. Appropriate model(s) will be selected and calibrated.

Deliverables:

- Technical memorandum of model enhancement

Task 3: Monitoring

Establish a monitoring network and monitoring protocols. Identify data gaps and develop an action plan for the completion of one or more monitoring networks. Develop a monitoring plan that includes:

- Density of monitoring sites and frequency of measurements to demonstrate short-term, seasonal, and long-term trends
- Scientific rationale for site selection
- Consistency with data and reporting standards
- Corresponding sustainability indicator, minimum threshold, measurable objective, and interim milestone
- Location and type of each site on a map.

Establish protocols for collecting data under the basin-wide monitoring program to ensure reliable and comparable data and methodologies, and for incorporating those data into the DMS.

Deliverables:

- Monitoring Plan
- Data Gap Analysis Results
- Data collection protocols

Task 4: Intra-basin Coordination and Program Management

Conduct technical workshops/meetings amongst the Northern and Central Delta- Mendota GSAs. Hold technical and policy GSP meetings among the GSAs in the Subbasin.

Develop a Project Management Plan that establishes the structure, roles, and responsibilities of the member agencies staff, managers, and consultants. Develop a 100-day action plan to define critical activities in order to establish project direction.

Coordinate the activities of all GSP program team members. Conduct bi-weekly to monthly progress report conference calls to ensure coordination among tasks and sharing of information and data.

Deliverables:

- Summaries of activities included in Progress Report
- Final Project Management Plan
- Final 100-day Action Plan
- Delta-Mendota Subbasin Coordination Agreement

Task 5: Inter-basin Coordination

Provide technical support for a comprehensive Outreach and Stakeholder Involvement Plan. Coordinate technical analyses with adjacent subbasins. Hold technical workshops with adjacent groundwater basin stakeholders as needed to ensure inter-basin coordination of GSP development.

Deliverables:

- Summaries of meetings and activities included in Progress Report(s)

Task 6: GSP Preparation

Prepare a GSP that will meet SGMA regulations and DWR requirements and builds off the information obtained from the activities outlined in the Grant Agreement and upon previously completed studies and reports. Include summaries of activities associated with the GSP development within the Progress Reports.

Deliverables:

- Final GSP
- Proof of GSP Submittal to DWR

Category (c): Stakeholder Engagement

Conduct outreach to stakeholders. Develop, maintain, and update a webpage with communication information. Conduct meetings/public workshops throughout the Subbasin to maximize opportunities for stakeholder participation.

Deliverables:

- GSP website documentation
- Delta-Mendota Outreach and Stakeholder Involvement Work Plan
- Summaries of activities included in Progress Report(s)

Component 5: Grassland Water District GSP Development

Implementing Agency: Grassland Water District

Category (a): Component Administration

Complete administrative responsibilities associated with the GSP development, such as managing consultants/contractors. Retain consultants as needed to collect information related to management of the GSP Development component and the Completion Report. Attend GSA meetings and workshops related to GSP work.

Conduct management activities associated with the monitoring well installation such as coordinating with partnering agencies and managing consultants/contractors. Administer and track any contracts with consultants or other agencies. Retain consultants (as needed) to prepare the Completion Report consistent with Exhibit F.

Deliverables:

- Invoice backup documentation
- Component Completion Report

Category (b): GSP Planning and Development

Task 1: Data Management System

Develop a data collection plan and protocol. In conjunction with these protocols, develop a data management system.

Deliverables:

- Data Collection Plan and Protocol
- Data management system documentation

Task 2: Coordination

Complete technical work and/or studies to support discussion with the adjacent GSAs and complete a coordination agreement amongst Subbasin GSAs. Hold regular Subbasin-wide coordination meetings to address intra- and inter-basin coordination issues.

Deliverables:

- Summaries of activities included in Progress Report

Task 3: GSP Development

Prepare a GSP that will meet SGMA regulations and DWR requirements and builds off the information obtained from the activities outlined in the Grant Agreement and upon previously completed studies and reports. Include summaries of activities associated with the GSP development within the Progress Reports.

Deliverables:

- Summaries of activities included as attachment in Progress Report(s)
- Final GSP
- Proof of GSP submittal to DWR

Category (c) Stakeholder Engagement

Develop programs to inform and engage the stakeholders as to the data being collected and work being conducted to develop the GSP. Hold stakeholder engagement workshops/meetings throughout the development of the GSP. Develop a GSP website for the Grasslands Groundwater Sustainability Agency.

Deliverables:

- Link to Grassland Groundwater Sustainability Agency website
- Summaries of engagement activities included in Progress Report(s)

Component 6: Farmers Water District GSP Development

Implementing Agency: Farmers Water District

Category (a): Component Administration

Complete administrative responsibilities associated with the GSP development, such as managing consultants/contractors. Retain consultants as needed to collect information related to management of the GSP Development component and the Completion Report.

Deliverables:

- Invoice backup documentation
- Component Completion Report

Category (b): GSP Planning and Development

Task 1: Monitoring Protocols

Develop monitoring protocols based on best management practices.

Deliverables:

- Monitoring Protocols document

Task 2: Data Collection

Collect publicly available data in state and federal on-line databases for water levels, water quality, streamflow, and subsidence in the Subbasin. Collect data from other GSAs.

Deliverables:

- Summary of Data Collected

Task 3: Data Management System

Develop a DMS based on a database containing monitoring data and information from the Mendota Pool Group's Exchange Monitoring Program.

Deliverables:

- Details of Data Management System

Task 4: Coordination Agreement

Review and comment on the technical elements of the draft coordination agreement. Attend technical committee meetings of the Subbasin GSAs.

Deliverables:

- Summaries of activities included in Progress Report(s)

Task 5: GSP Development

Prepare a GSP that will meet SGMA regulations and DWR requirements and builds off the information obtained from the activities outlined in the Grant Agreement and upon previously completed studies and reports. Include summaries of activities associated with the GSP development within the Progress Reports.

Deliverables:

- Summaries of activities included as attachment in Progress Report(s)
- Final GSP
- Proof of GSP submittal to DWR

Category (c): Stakeholder Engagement

Develop an initial notification and submit to DWR. Create a website to display all relevant information on the GSP development process, public outreach and workshops to allow interested parties to comment on the GSP process. Coordinate with Subbasin GSAs in public outreach efforts. Conduct public outreach by providing periodic updates on GSP implementation progress.

Deliverables:

- Proof of Initial Notification
- Website technical content
- Workshop content development
- Outreach materials

Component 7: Aliso Water District GSP Development

Implementing Agency: Aliso Water District

Category (a): Component Administration

Complete administrative responsibilities associated with the GSP development, such as managing consultants/contractors. Retain consultants as needed to collect information related to management of the GSP Development component and the Completion Report. Attend GSP related meetings and workshops.

Deliverables:

- Invoice backup documentation
- Component Completion Report

Category (b): GSP Planning and Development

Task 1: Data Management System

Develop a data collection plan and protocol. In conjunction with these protocols, develop a simple data management system.

Deliverables:

- Data Collection Plan and Protocol
- Data management system documentation

Task 2: Coordination

Complete technical work and/or studies to support the District's discussion with the adjacent GSAs and complete a coordination agreement amongst Subbasin GSAs. Hold regular Subbasin-wide coordination meetings to address intra- and inter-basin coordination issues.

Deliverables:

- Summaries of activities included in Progress Report(s)

Task 3: GSP Development

Prepare a GSP that will meet SGMA regulations and DWR requirements and builds off the information obtained from the activities outlined in the Grant Agreement and upon previously completed studies and reports. Include summaries of activities associated with the GSP development within the Progress Reports.

Deliverables:

- Summaries of activities included as attachment in Progress Report(s)
- Final GSP
- Proof of GSP submittal to DWR

Category (c): Stakeholder Engagement

Develop programs to inform and engage stakeholders as to the data being collected and work being conducted to develop the GSP. Hold Stakeholder Engagement workshops/meetings throughout the development of the GSP. Develop a GSP website for the Aliso Water District GSA.

Deliverables:

- Aliso Water District GSA website documentation
- Summaries of activities included in the Progress Report(s)

Component 8: Fresno County Management Area A & B GSP Development

Implementing Agency: Fresno County

Category (a): Component Administration

Complete administrative responsibilities associated with the GSP development, such as managing consultants/contractors. Retain consultants as needed to collect information related to management of the GSP Development component and the Completion Report. Attend GSP related meetings.

Deliverables:

- Invoice backup documentation
- Component Completion Report

Category (b): GSP Planning and Development

Task 1: Monitoring Protocols

Develop monitoring protocols to establish standards for manual measurements and automated devices to collect monitoring data as part of the GSP implementation.

Deliverables:

- Monitoring Protocols document

Task 2: Data and Reporting Standards

Review data reporting and standards prior to data collection and analysis to make sure all data are usable and in the proper format. Access all publicly available data in state and federal on-line databases for water levels, water quality, streamflow, and subsidence in the Subbasin. Submit data requests to Subbasin GSAs.

Deliverables:

- Data Request form for Neighboring GSAs

Task 3: Data Management System

Revise the current DMS to incorporate GSP-related monitoring data and formats.

Deliverables:

- Data Management System documentation

Task 4: Coordination Agreement and GSP Coordination

Enter into a coordination agreement. Review the technical elements of the draft coordination agreement and provide comments. Attend technical committee meetings of Subbasin GSAs.

Deliverables:

- Summaries of activities included in Progress Report(s)

Task 5: GSP Development

Prepare a GSP that will meet SGMA regulations and DWR requirements and builds off the information obtained from the activities outlined in the Grant Agreement and upon previously completed studies and reports. Include summaries of activities associated with the GSP development within the Progress Reports.

Deliverables:

- Summaries of activities included as attachment in Progress Report(s)
- Final GSP
- Proof of GSP submittal to DWR

Category (c): Stakeholder Engagement

Develop and submit Initial Notification. Create a website to display all relevant information on the GSP

development process, public outreach efforts and workshops to allow interested parties to comment on the GSP process. Conduct public outreach by providing periodic updates on GSP implementation progress at workshops and meetings.

Deliverables:

- Initial Notification
- Website technical content documentation
- Summaries of activities included in Progress Report(s)

Component 9: San Joaquin River Exchange Contractors GSP Development

Implementing Agency: San Joaquin River Exchange Contractors

Category (a): Component Administration

Complete administrative responsibilities associated with the GSP development, such as managing consultants/contractors. Retain consultants as needed to collect information related to management of the GSP Development component and the Completion Report.

Deliverables:

- Invoice backup documentation
- Component Completion Report

Category (b): GSP Planning and Development

Task 1: Data Management System

Develop a DMS for the Exchange Contractors GSA and potentially expand the framework into the Coordinated DMS for the Delta-Mendota Subbasin.

Deliverables:

- Data Management System Documentation

Task 2: GSP Coordination

Prepare a coordination agreement to ensure that each GSP utilizes the same data and methodologies, and that elements of the plans necessary to achieve the sustainability goal for the Subbasin are based upon consistent interpretations of the basin setting. Engage neighboring subbasins on assumptions for boundary conditions and coordinated GSP development.

Deliverables:

- Summaries of activities included in Progress Report(s)

Task 3: GSP Development

Prepare a GSP that will meet SGMA regulations and DWR requirements and builds off the information obtained from the activities outlined in the Grant Agreement and upon previously completed studies and reports. Include summaries of activities associated with the GSP development within the Progress Reports.

Deliverables:

- Summaries of activities included as attachment in Progress Report(s)
- Final GSP
- Proof of GSP submittal to DWR

Category (c): Stakeholder Engagement

Develop a website to keep the public informed of any progress made on GSP work. Keep a record of any interested party and engage the stakeholders with respect to GSP matters.

Deliverables:

- GSA/GSP website documentation
- List of interested parties
- Summaries of activities included in Progress Report(s)

EXHIBIT B BUDGET

Agreement Total Project Budget Summary Project Title: 2017 Sustainable Groundwater Planning Grant for the Delta-Mendota Subbasin					
COMPONENT		Grant Amount	Required Cost Share (non-state source)*	Other Cost Share**	Total Cost
1	Grant Administration	\$26,599	\$0	\$0	\$26,599
2	Technical Assistance Services	\$1,000,000	\$0	\$0	\$1,000,000
3	Generic Data Management System	\$178,500	\$0	\$0	\$178,500
4	Northern and Central Delta-Mendota Region GSP Development	\$492,624	\$0	\$976,899	\$1,469,523
5	Grassland Water District GSP Development	\$157,451	\$0	\$176,249	\$333,700
6	Farmers Water District GSP Development	\$125,135	\$0	\$429,865	\$555,000
7	Aliso Water District GSP Development	\$155,988	\$0	\$197,442	\$353,430
8	Fresno County Management Area A & B GSP Development	\$207,505	\$0	\$371,441	\$578,946
9	San Joaquin River Exchange Contractors GSP Development	\$334,698	\$0	\$376,302	\$711,000
TOTAL Project		\$2,678,500	\$0	\$2,528,198	\$5,206,698

NOTES:

* Grantee received a 100% cost share waiver.

** Other Cost Share from local contributions and local agency general funds.

Component 1 – Budget					
Component 1: Grant Administration					
Category		Grant Amount	Required Cost Share (non-state source)*	Other Cost Share**	Total Cost
(a)	Grant Administration	\$26,599	\$0	\$0	\$26,599
TOTAL COSTS		\$26,599	\$0	\$0	\$26,599

NOTES:

* Grantee received a 100% cost share waiver.

** Other Cost Share from local contributions and local agency general funds.

Component 2 – Budget					
Component 2: Technical Assistance Services					
Category		Grant Amount	Required Cost Share (non-state source)*	Other Cost Share**	Total Cost
(a)	Component Administration	\$85,000	\$0	\$0	\$85,000
(b)	Stakeholder Engagement	\$441,000	\$0	\$0	\$441,000
(c)	Technical Assistance	\$474,000	\$0	\$0	\$474,000
TOTAL COSTS		\$1,000,000	\$0	\$0	\$1,000,000

NOTES:

* Grantee received a 100% cost share waiver.

** Other Cost Share from local contributions and local agency general funds.

Component 3 – Budget					
Component 3: Generic Data Management System					
Category		Grant Amount	Required Cost Share (non-state source)*	Other Cost Share**	Total Cost
(a)	Component Administration	\$8,500	\$0	\$0	\$8,500
(b)	Stakeholder Engagement	\$81,000	\$0	\$0	\$81,000
(c)	DMS Development	\$89,000	\$0	\$0	\$89,000
TOTAL COSTS		\$178,500	\$0	\$0	\$178,500

NOTES:

* Grantee received a 100% cost share waiver.

** Other Cost Share from local contributions and local agency general funds.

Component 4 – Budget					
Component 4: Northern and Central Delta-Mendota Region GSP Development					
Category		Grant Amount	Required Cost Share (non-state source)*	Other Cost Share**	Total Cost
(a)	Component Administration	\$0	\$0	\$75,804	\$75,804
(b)	GSP Planning and Development	\$492,624	\$0	\$803,666	\$1,296,290
(c)	Stakeholder Engagement	\$0	\$0	\$97,429	\$97,429
TOTAL COSTS		\$492,624	\$0	\$976,899	\$1,469,523

NOTES:

*Grantee received a 100% cost share waiver.

**Other Cost Share provided by Central Delta-Mendota Region Multi-Agency GSA, City of Patterson GSA, DM-II GSA (Del Puerto and Oak Flat WDs), Northwestern Delta-Mendota GSA (Merced County and Stanislaus County), Patterson ID GSA, and West Stanislaus ID GSA.

Component 5 – Budget					
Component 5: Grassland Water District GSP Development					
Category		Grant Amount	Required Cost Share (non-state source)*	Other Cost Share**	Total Cost
(a)	Component Administration	\$0	\$0	\$25,680	\$25,680
(b)	GSP Planning and Development	\$157,451	\$0	\$147,569	\$305,020
(c)	Stakeholder Engagement	\$0	\$0	\$3,000	\$3,000
TOTAL COSTS		\$157,451	\$0	\$176,249	\$333,700

NOTES:

*Grantee received a 100% cost share waiver.

**Other Cost Share provided by Grasslands Water District.

Component 6 – Budget					
Component 6: Farmers Water District GSP Development					
Category		Grant Amount	Required Cost Share (non-state source)*	Other Cost Share**	Total Cost
(a)	Component Administration	\$0	\$0	\$38,300	\$38,300
(b)	GSP Planning and Development	\$125,135	\$0	\$381,565	\$506,700
(c)	Stakeholder Engagement	\$0	\$0	\$10,000	\$10,000
TOTAL COSTS		\$125,135	\$0	\$429,865	\$555,000

NOTES:

*Grantee received a 100% cost share waiver.

**Other Cost Share provided by Farmers Water District.

Component 7 – Budget					
Component 7: Aliso Water District GSP Development					
Category		Grant Amount	Required Cost Share (non-state source)*	Other Cost Share**	Total Cost
(a)	Component Administration	\$0	\$0	\$25,500	\$25,500
(b)	GSP Planning and Development	\$147,920	\$0	\$162,860	\$310,780
(c)	Stakeholder Engagement	\$8,068	\$0	\$9,082	\$17,150
TOTAL COSTS		\$155,988	\$0	\$197,442	\$353,430

NOTES:

*Grantee received a 100% cost share waiver.

**Other Cost Share provided by Aliso Water District.

Component 8 – Budget					
Component 8: Fresno County Management Area A & B GSP Development					
Category		Grant Amount	Required Cost Share (non-state source)*	Other Cost Share**	Total Cost
(a)	Component Administration	\$0	\$0	\$42,740	\$42,740
(b)	GSP Planning and Development	\$207,505	\$0	\$318,671	\$526,176
(c)	Stakeholder Engagement	\$0	\$0	\$10,030	\$10,030
TOTAL COSTS		\$207,505	\$0	\$371,441	\$578,946

NOTES:

*Grantee received a 100% cost share waiver.

**Other Cost Share provided by Fresno County Management Area A & B GSA.

Component 9 – Budget					
Component 9: San Joaquin River Exchange Contractors GSP Development					
Category		Grant Amount	Required Cost Share (non-state source)*	Other Cost Share**	Total Cost
(a)	Component Administration	\$14,112	\$0	\$10,888	\$25,000
(b)	GSP Planning and Development	\$311,178	\$0	\$349,822	\$661,000
(c)	Stakeholder Engagement	\$9,408	\$0	\$15,592	\$25,000
TOTAL COSTS		\$334,698	\$0	\$376,302	\$711,000

NOTES:

*Grantee received a 100% cost share waiver.

**Other Cost Share provided by San Joaquin River Exchange Contractors and the following GSAs: City of Newman, City of Gustine, City of Los Banos, City of Dos Palos, City of Firebaugh, City of Mendota, Turner Island WD, County of Madera, Merced County and Fresno County Management Area B GSA.

EXHIBIT C SCHEDULE

Project Title: 2017 Sustainable Groundwater Planning Grant for the Delta-Mendota Subbasin			
Category		Start Date	End Date
Component 1: Grant Administration		10/01/2018	04/30/2020
(a)	Grant Administration	10/01/2018	04/30/2020
Component 2: Technical Assistance Services		11/01/2017	01/31/2020
(a)	Component Administration	11/01/2017	01/31/2020
(b)	Stakeholder Engagement	11/01/2017	01/31/2020
(c)	Technical Assistance	11/01/2017	01/31/2020
Component 3: Generic Data Management System		07/03/2017	1/31/2020
(a)	Component Administration	01/01/2018	01/31/2020
(b)	Stakeholder Engagement	01/01/2018	01/31/2020
(c)	DMS Development	07/03/2017	01/31/2020
Component 4: Northern and Central Delta-Mendota Region GSP Development		01/01/2015	01/31/2020
(a)	Component Administration	01/01/2018	01/31/2020
(b)	GSP Planning and Development	01/01/2015	01/31/2020
(c)	Stakeholder Engagement	07/03/2017	01/31/2020
Component 5: Grassland Water District GSP Development		05/01/2017	01/31/2020
(a)	Component Administration	10/01/2017	01/31/2020
(b)	GSP Planning and Development	05/01/2017	01/31/2020
(c)	Stakeholder Engagement	07/03/2017	01/31/2020
Component 6: Farmers Water District GSP Development		07/03/2017	01/31/2020
(a)	Component Administration	11/01/2017	01/31/2020
(b)	GSP Planning and Development	08/01/2017	01/31/2020
(c)	Stakeholder Engagement	07/03/2017	01/31/2020

Project Title: 2017 Sustainable Groundwater Planning Grant for the Delta-Mendota Subbasin			
Category		Start Date	End Date
Component 7: Aliso Water District GSP Development		01/01/2017	01/31/2020
(a)	Component Administration	10/01/2017	01/31/2020
(b)	GSP Planning and Development	01/01/2017	01/31/2020
(c)	Stakeholder Engagement	07/03/2017	01/31/2020
Component 8: Fresno County Management Area A & B GSP Development		07/03/2017	01/31/2020
(a)	Component Administration	11/01/2017	01/31/2020
(b)	GSP Planning and Development	08/01/2017	01/31/2020
(c)	Stakeholder Engagement	07/03/2017	01/31/2020
Component 9: San Joaquin River Exchange Contractors GSP Development		01/01/2017	01/31/2020
(a)	Component Administration	01/01/2017	01/31/2020
(b)	GSP Planning and Development	01/01/2017	01/31/2020
(c)	Stakeholder Engagement	07/03/2017	01/31/2020

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- a) **Separate Accounting of Funding Disbursements:** The Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- b) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- c) **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3) AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. The State shall have no obligation to agree to an amendment.

D.4) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5) AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall

be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Funding Recipient's activities. (Wat. Code, § 79708, subd. (b).)

- D.6) **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7) **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Grant Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under the Grant Agreement subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12.
- D.8) **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code Section 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and
 - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9) **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10) **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in the Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement.
- D.11) **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

- D.12) CONFLICT OF INTEREST: All participants are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411, for State conflict of interest requirements.
- a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - d) Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by DWR to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13) DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.14) DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.15) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355.
 - b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355 to inform employees, contractors, or subcontractors about all of the following:

- i) The dangers of drug abuse in the workplace,
 - ii) The Grantee's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide, as required by Government Code Section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
- i) Will receive a copy of the Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.

D.16) EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State can result in termination of this Agreement.

D.17) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist, that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.18) GRANTEE'S RESPONSIBILITY. The Grantee and its representatives shall:

- a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Project Exhibit B and Exhibit C.
- b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- c) Comply with all applicable California, federal, and local laws and regulations.
- d) Implement the Project in accordance with applicable provisions of the law.
- e) Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
- f) Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
- g) Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.

- h) Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Grant Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.19) GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.20) INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
- D.21) INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of this Project and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.22) INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.23) INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.24) INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.25) LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.26) MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the

amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

- D.27) **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

- D.28) **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.29) **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.
- D.30) **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.
- D.31) **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.32) **RETENTION:** The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Project Completion Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.33) **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov.

Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

- D.34) SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.35) SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- a) The Grantee, its contractors, or subcontractors have made a false certification, or
 - b) The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.36) SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as the State may impose.
- D.37) TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.38) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12.
- D.39) TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.40) THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41) TIMELINESS: Time is of the essence in this Grant Agreement.
- D.42) TRAVEL – DAC, EDA, or SDAC PROJECT/COMPONENT: If a Project/Component obtains a DAC, EDA, or SDAC Cost Share Waiver, the Grantee may submit travel and per diem costs for eligible reimbursement with State funds. Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. All travel approved expenses will be reimbursed at the percentage rate of the DAC, EDA, or SDAC Cost Share Waiver. For example, if the Grantee obtains a 100% Waiver, 100% of all approved travel expenses can be invoiced for reimbursement. If the Grantee obtains a 50% Waiver, only 50% of eligible travel expenses will be reimbursed by these grant funds.

- D.43) TRAVEL – NON-DAC, EDA, or SDAC PROJECT/COMPONENT: The Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, unless the Grantee's service area is considered a DAC, EDA, or SDAC. The Grantee also agrees that travel and per diem costs shall NOT be eligible for computing Grantee Local Cost Share. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.44) UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- a) No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - b) The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - c) The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - d) If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.45) VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.46) WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION ACCEPTING FUNDS

WEST STANISLAUS IRRIGATION DISTRICT

RESOLUTION NO. 2017-11-01

**RESOLUTION AUTHORIZING APPLICATION FOR 2017
PROPOSITION 1 SUSTAINABLE GROUNDWATER PLANNING
GRANT PROGRAM FUNDS,
MAKING DETERMINATION UNDER
CALIFORNIA ENVIRONMENTAL QUALITY ACT
& AUTHORIZING RELATED ACTIONS**

WHEREAS, the Board of Directors of the West Stanislaus Irrigation District ("Board" and the "District," respectively) has filed its notice of election with the California Department of Water Resources ("DWR") to act as a Groundwater Sustainability Agency within the boundaries described in that notice pursuant to the Sustainable Groundwater Management Act ("SGMA").

WHEREAS the District has also previously entered into a Sustainable Groundwater Management Act ("SGMA") Services Activity Agreement with the San Luis & Delta-Mendota Water Authority (the "Water Authority") and other parties for SGMA planning activities and, is engaged in the process under the Activity Agreement for developing a "Groundwater Sustainability Plan" ("Plan") and to obtain a 2017 Sustainable Groundwater Planning Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (the "Grant Application") for the benefit of the District and other groundwater sustainability agencies in the Delta-Mendota Subbasin.

WHEREAS, it is anticipated that the Grant Application will include requests for funds for preparation of plans and for projects identified by the District and other cooperating stakeholders, including severely disadvantaged communities (collectively the "Participants") within the Delta-Mendota Subbasin.

WHEREAS, the District expects to enter into agreements either directly or by means of agreements through the Water Authority with Participants requesting to receive funding from the 2017 Sustainable Groundwater Planning Grant obligating them to fulfill grant obligations as Local Project Sponsors, including but not limited to the obligation to evaluate the environmental effects of their proposed projects under the California Environmental Quality Act ("CEQA") to provide local cost shares, and to comply with applicable terms of the grant.

WHEREAS, the District expects that the Water Authority will serve as a subgrantee to administer the grant and manage grant funds for the benefit of the District and other Participants.

WHEREAS, the Grant Program Manager for purposes of the Grant Application and any grant awarded pursuant to the Application is District General Manager Bobby Pierce.

WHEREAS, authorizing submittal of the Application does not constitute a project under CEQA because the proposed action represents administrative activities of the Water Authority that will not result in direct or indirect physical changes in the environment (Section 15378(b)(5) of the CEQA Guidelines); further, where it can be seen with certainty that there is no possibility that the proposed action in question may have a significant effect on the environment, the proposed action is not subject to CEQA (Section 15061(b)(3) of the CEQA guidelines); further, should any grant be awarded, the Participants shall be responsible to conduct CEQA reviews for their respective projects.

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:

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

Section 2. The General Manager of the District is hereby authorized and directed to take all steps required to prepare and file the Application, including but not limited to, either by direct action or working through the Water Authority to engage consultants, prepare or cause to be prepared the necessary data, conduct investigations and execute certifications in support of the Application.

Section 3. In the event the District is awarded a grant or grants based on the Application, the General Manager of the District is further authorized and directed to take all steps that are reasonably convenient or necessary to receive the grant or grants, including but not limited to (1) negotiating with DWR terms for and executing a grant agreement and (2) negotiating with Sub-grantees, Local Project Sponsors and other Participants, as appropriate, terms for and executing sub-agreements.

PASSED and ADOPTED this 1st day of November, 2017.


Bobby Yamamoto, President

Attest:

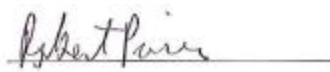

Robert Pierce, Secretary



EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For the Project, or each component, discuss the following at the task level, as organized in Exhibit A:

- Percent complete estimate.
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

COMPLETION REPORT

The Completion Report shall generally use the following format provided below for each Component or Project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of the Groundwater Sustainability Plan (GSP) that meets all the requirements of the GSP Regulations (for GSP Development Projects), or verification (e.g., acceptance email, or other approved documentation from SGMA), that the GSP was submitted to DWR as required.
- A copy of any final technical report or study, produced for or utilized in this Project as described in the Work Plan
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final Component schedule showing actual progress versus planned progress

Additional information that may be applicable for Implementation Projects and/or Components includes the following:

- As-built drawings
- Final geodetic survey information
- Project or Component photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - o Accounting of the cost of project expenditure
 - o Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - o A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Component, with quantification of such benefits provided, applicable for Implementation Components.
- A final project schedule showing actual progress versus planned progress as shown in Exhibit C.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the SGWP Grant Program funded by this Grant Agreement, and includes the following:

Executive Summary

The Executive Summary consists of a maximum of ten (10) pages summarizing information for the grant as well as the individual components.

Reports and/or products

- Brief comparison of work proposed in the original 2017 SGWP Grant application and actual work done.
- Brief description of the Project or components completed and how they achieve either or both of the following:
 - o Serve SDAC(s) and support groundwater sustainability planning and management in the basin (Implementation Projects); and/or
 - o Support planning, development, and/or preparation of GSP(s) that will comply with and meet the requirements of the GSP Regulations (GSP Development Projects).
- Identify remaining work and mechanism for their implementation (Implementation Projects).
- If applicable (e.g., if a DAC, EDA, or SDAC Cost Share Waiver was approved), a discussion of the benefits to DAC, EDA, and/or SDAC as part of this Grant Agreement.

Cost & Disposition of Funds Information

- A summary of final funds disbursement for the Project, or each component.

Additional Information

- Summary of the submittal schedule for the Post Performance Reports applicable for the Project, or each of the components in this Grant Agreement.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit F.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. (CEDEN website: <http://www.ceden.org>).

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

Groundwater Level Data

The Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. The Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the Grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit F. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/Programs/Groundwater-Management/Groundwater-Elevation-Monitoring--CASGEM>

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE GUIDELINES FOR GRANTEES

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and the Grantee's Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for the Grantee's receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

Cost Share Guidelines

Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost of in-kind service can be counted as cost share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting cost share with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to project work plan)
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
 - e. Person's name and the function of the contributing person
 - f. Number of hours contributed
 - g. If multiple sources exist, these should be summarized on a table with summed charges
 - h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Cost Share contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. These services, furnished by professional and technical

personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Grant Agreement.

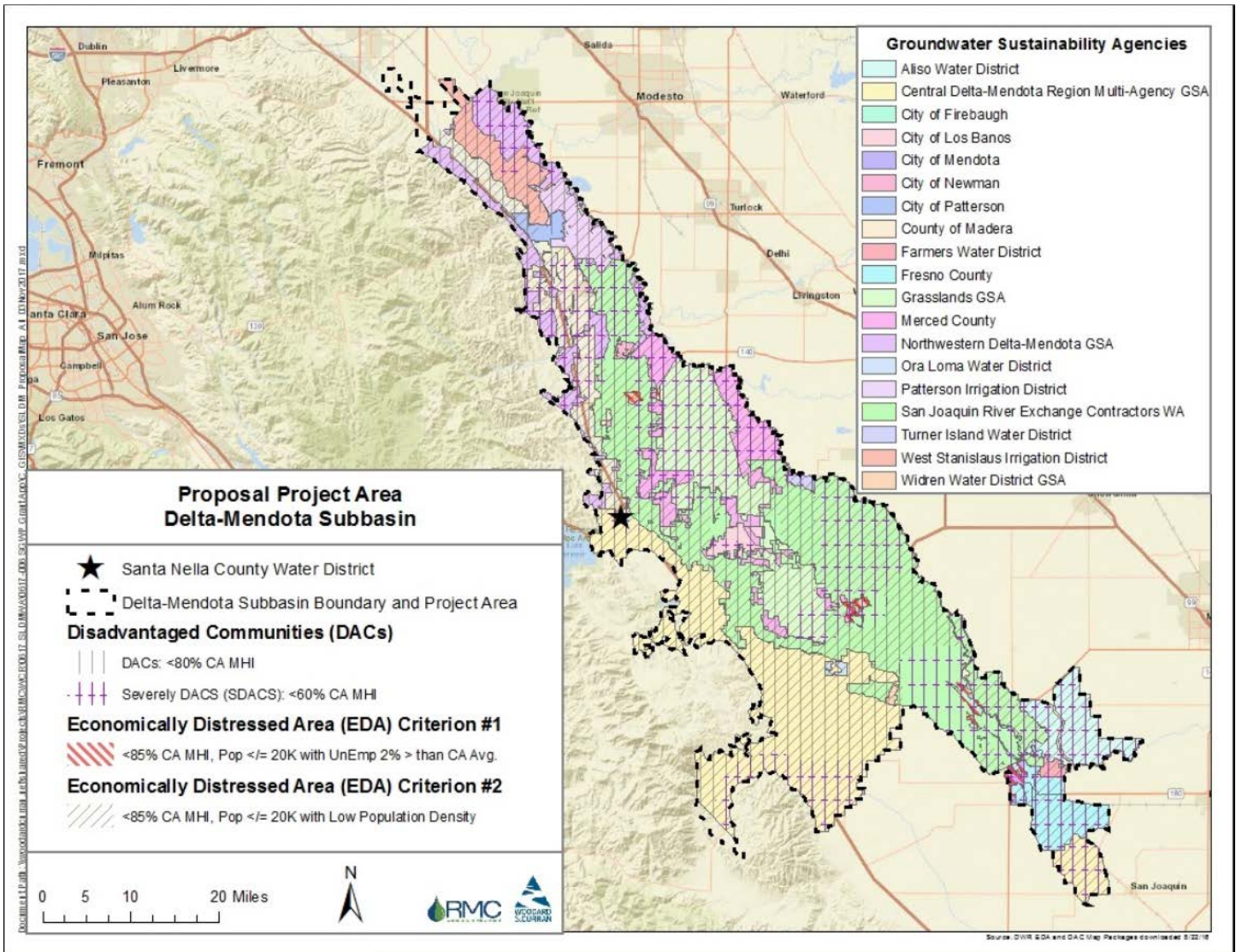
4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting system.

EXHIBIT I**LOCAL PROJECT SPONSORS**

The Grantee has assigned, for each Component, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in Exhibit A, Work Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored component below:

Local Project Sponsor Agency Designations		
Sponsored Component	Sponsor Agency	Agency Address
Component 3: Generic Data Management System	Santa Nella County Water District	Amy Montgomery Santa Nella County Water District 12931 S. Hwy 33 Santa Nella, CA 95322
Component 4: Northern and Central Delta-Mendota Region GSP Development	San Luis & Delta-Mendota Water Authority	Andrew Garcia San Luis & Delta-Mendota Water Authority 842 6 th Street Los Banos, CA 93635
Component 5: Grassland Water District GSP Development	Grassland Water District	Ricardo Ortega Grassland Water District 200 W. Willmont Avenue Los Banos, CA 93635
Component 6: Farmers Water District GSP Development	Farmers Water District	Jim Stilwell Farmers Water District 4460 W. Shaw Avenue, #219 Fresno, CA 93722
Component 7: Aliso Water District GSP Development	Aliso Water District	Roy Catania Aliso Water District 10302 Avenue 7-1/2 Firebaugh, CA 93622
Component 8: Fresno County Management Area A & B GSP Development	Fresno County	Bernard Jimenez Fresno County 2220 Tulare St. 6th Floor Fresno, CA 93721
Component 9: San Joaquin River Exchange Contractors GSP Development	San Joaquin River Exchange Contractors	Steve Chedester San Joaquin River Exchange Contractors Water Authority 541 H Street, P.O Box 2115 Los Banos, CA 93635

EXHIBIT J PROJECT LOCATION



DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



COPY

December 27, 2018

Mr. Bobby Pierce
General Manager
West Stanislaus Irrigation District
1800 East West Stanislaus Road
Westley, California 95387

**2017 Proposition 1 Sustainable Groundwater Planning (SGWP) Grant; Agreement
#4600012705**

Dear Mr. Pierce:

Enclosed is an original executed copy of Agreement #4600012705.

If you have any questions, please contact Christopher Olvera, Project Manager at (559)230-3373 or via email at Christopher.Olvera@water.ca.gov.

Sincerely,

Lana Quidgeon Graber
Associate Government Program Analyst
Financial Assistance Branch
Division of Integrated Regional Water Management

Enclosures

cc: Christopher Olvera, Project Manager