

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

1. RECITALS

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

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

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

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

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

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

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

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

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

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

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

K. The Coordination Agreement provides for a Coordination Committee.

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

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

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

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

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

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

2. AGREEMENT

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

2.1 AMENDMENT TO AUTHORIZE ADMISSION OF NEW MEMBER

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

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

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

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

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

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

2.2 AMENDMENT REGARDING REPRESENTATION THROUGH GSP GROUP REPRESENTATIVES

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

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

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

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

2.4 GENERAL PROVISIONS

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

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

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

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

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: Frances Mizuno
Name: FRANCES MIZUNO
Title: Interim Executive Director
Date: November 1, 2018

ACTIVITY AGREEMENT MEMBERS

Agency Name: **EAGLE FIELD WATER DISTRICT**

By: _____
Name: _____
Title: _____
Date: _____

Agency Name: **MERCY SPRINGS WATER DISTRICT**

By: _____
Name: _____
Title: _____
Date: _____

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

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: **EAGLE FIELD WATER DISTRICT**

By: 

Name: Barbara Tremsberg

Title: President

Date: 10/18/2018

Agency Name: **MERCY SPRINGS WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

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

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: **EAGLE FIELD WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **MERCY SPRINGS WATER DISTRICT**

By: MLC

Name: Michael Linneman

Title: President

Date: 10-25-18

Received

OCT 05 2018

SLDMWA

Agency Name: **PACHECO WATER DISTRICT**

By: 

Name: Aaron Barcellos

Title: President

Date: 10/2/18

Agency Name: **PANOCHÉ WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **SAN LUIS WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PACHECO WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PANOCHE WATER DISTRICT**

By:  _____

Name: John F Bennett

Title: President

Date: 9/19/18

Agency Name: **SAN LUIS WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

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

Agency Name: **PACHECO WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PANOCHÉ WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **SAN LUIS WATER DISTRICT**

By: Lon M. Martin

Name: Lon M. Martin

Title: General Manager

Date: November 1, 2018

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

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

Agency Name: **PACHECO WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PANOCHE WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **SAN LUIS WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By: Danny M. Wade

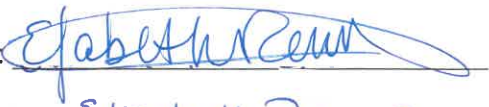
Name: Danny M Wade

Title: General Manager

Date: 8-8-2018

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

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

By: 

Name: Elizabeth Reeves

Title: Manager

Date: 8-6-18

Agency Name: **ORO LOMA WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **ORO LOMA WATER DISTRICT**

By: 

Name: STEVE SLOAN

Title: PRESIDENT

Date: 9/12/18

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

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

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

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

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

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

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

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

Dated Effective as of: _____ **2018**

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

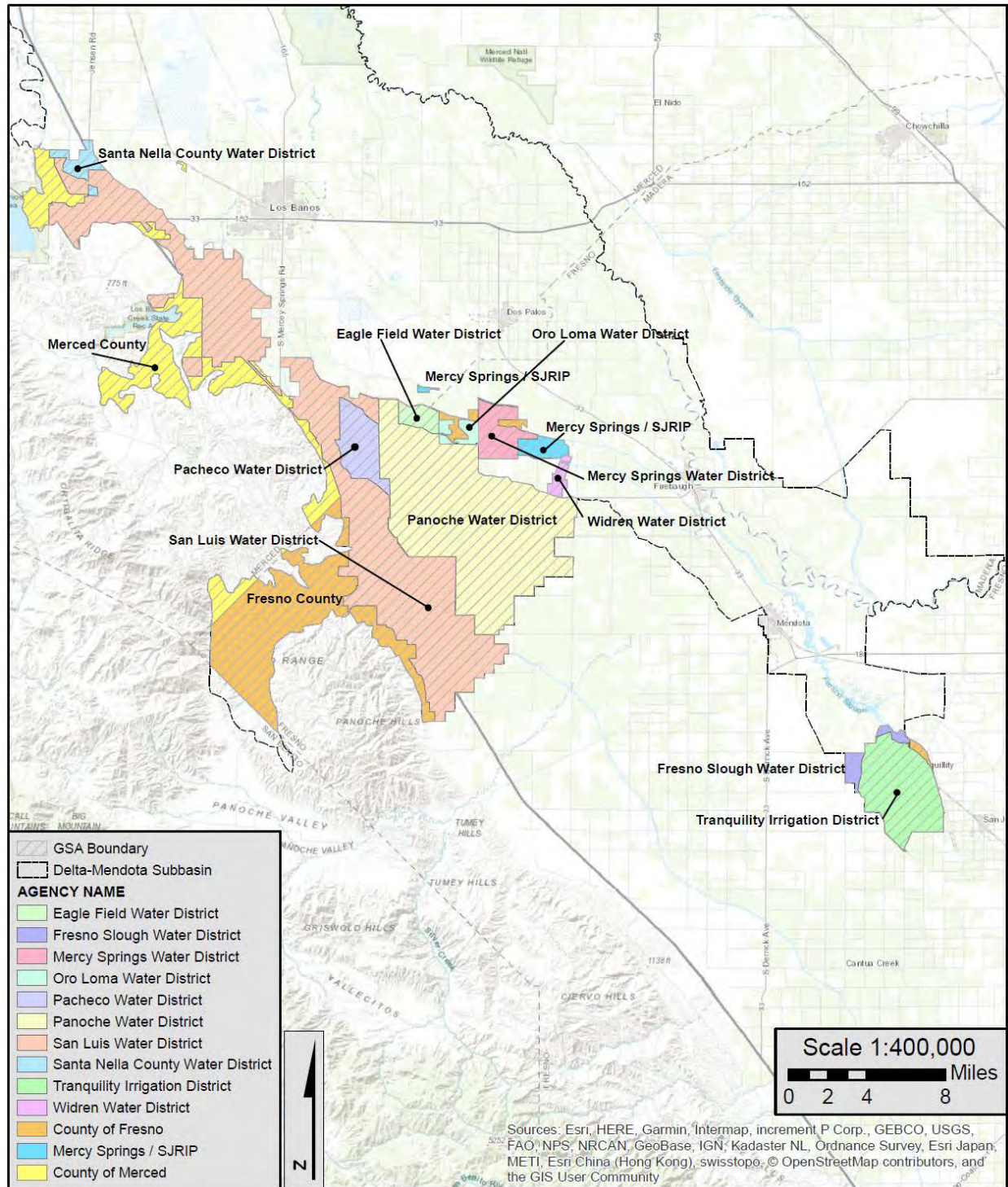


EXHIBIT "B"

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

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

SS-MOA PARTICIPANTS

Agency Name: **COUNTY OF MERCED**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **COUNTY OF FRESNO**

By: *[Signature]*

Name: *Sal Quintana*

Title: *Chairperson, Board of Supervisors*

Date: *October 23, 2018*

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

By: *[Signature]* Deputy

Agency Name: **SANTA NELLA COUNTY**

WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **WIDREN WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

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

CENTRAL DM REGION

ACTIVITY PARTICIPANT

PARTICIPATION PERCENTAGES

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