

**EXHIBIT “A” TO SECOND AMENDMENT
OF CENTRAL DELTA-MENDOTA REGION
MULTI-AGENCY GROUNDWATER SUSTAINABILITY AGENCY
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 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**