

**SECOND AMENDMENT TO  
AGREEMENT SUPPORTING FORMATION AND OPERATION OF  
CENTRAL DELTA-MENDOTA REGION  
MULTI-AGENCY GROUNDWATER SUSTAINABILITY AGENCY  
IN THE CENTRAL DELTA-MENDOTA REGION**

**1. RECITALS**

A. The Eagle Field Water District; County of Fresno; Fresno Slough Water District; County of Merced; Mercy Springs Water District; Pacheco Water District; Panoche Water District; San Luis Water District; Santa Nella County Water District and Tranquillity Irrigation District (the “Parties”) have entered into that certain agreement made effective as of February 15, 2017 entitled, “Agreement Supporting Formation and Operation of The Central Delta-Mendota Region Multi-Agency Groundwater Sustainability Agency in the Central Delta-Mendota Region (the “Central DM Region Multi-Agency GSA Agreement” or “Agreement”). The Oro Loma Water District was also previously included as a party in the Central Delta-Mendota Region Multi-Agency Groundwater Sustainability Agency (“GSA”), but subsequently rescinded that authorization and never executed the Agreement. This was memorialized in the First Amendment to the Agreement (“First Amendment”). The First Amendment also revised certain definitions in the Agreement, and replaced exhibits A, B, and C to the Agreement.

B. By entering into the GSA Agreement, the Parties did not intend to, and did not, create a new legal entity.

C. The Parties are all participants in that certain San Luis & Delta-Mendota Water Authority Central Delta-Mendota Region SGMA Services Activity Agreement (the “Activity Agreement”) in which they actively participate through appointed representatives to its Management Committee and various subcommittees.

D. The Parties acknowledge and agree that in addition to those actions specifically reserved to the Parties through the GSA Agreement or that can be accomplished through the Activity Agreement, there is the need for this GSA to work with other local agencies to support the purposes of developing a GSP and coordination throughout the Delta-Mendota Subbasin that are primarily administrative in nature.

E. The Parties desire through this Amendment to clarify the delegation of authority from the Parties to the Activity Agreement Management Committee to appoint representatives to the Delta-Mendota Subbasin Coordination Committee.

F. The Parties further desire through this amendment to acknowledge their agreement to participate in Delta-Mendota subbasin-wide coordination activities for the purpose of preparation of a GSP as part of a GSP Group (currently described as the North-Central GSP Group), and to document their agreement that the GSA shall be subject to the delegations, processes and procedures set forth in Attachment 1 to the Second Amendment of the Activity Agreement, a copy of which is attached hereto as Exhibit “A,” and by this reference incorporated herein.

G. The Agreement authorizes Amendments in Section 19.1, Amendments, which provides: “This Agreement may only be amended in a writing signed by all the Parties hereto.”

### **AMENDMENT**

NOW, THEREFORE, in consideration of the true and correct facts recited above, the Parties agree as follows:

#### **2. CLARIFICATION OF DELEGATION TO CENTRAL DELTA-MENDOTA ACTIVITY AGREEMENT MANAGEMENT COMMITTEE**

Each Party hereby delegates to its respective Central Delta-Mendota Management Committee Member and Alternate Member of the Central Delta-Mendota Region Activity Agreement who is casting the Party’s vote in the absence of its Member the power to select and approve the representative(s) of the GSA to serve on the Coordination Committee for the Delta-Mendota Subbasin.

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

3.1 The Parties authorize the Steering Committee Chairman and Secretary, or other named Steering Committee official, to execute the “Memorandum of Understanding Regarding

Inclusion of the Portion of San Benito County Located in the Delta-Mendota Subbasin in a Multi-Agency Groundwater Sustainability Plan” (the “MOU with San Benito”). The Parties acknowledge that the MOU with San Benito will include an unmanaged de minimis area into the GSA and into the North-Central GSP Group.

**4. CONFIRMATION OF GSP GROUP APPROACH UNDER COORDINATION AGREEMENT**

4.1 The Parties acknowledge and confirm that by executing the Second Amendment to the Activity Agreement, they also have agreed as Parties to this GSA that their participation in the Delta-Mendota Subbasin-wide Coordination Agreement and in related activities for the purpose of preparation of a GSP shall be as part of a GSP Group (currently described as the North-Central GSP Group).

4.2 The Parties acknowledge and confirm that the GSA shall be subject to the delegations, processes and procedures set forth in Attachment 1 to the Second Amendment of the Activity Agreement, a copy of which is attached hereto as Exhibit “A,” and by this reference incorporated herein.

**5. EFFECT OF SECOND AMENDMENT/MAJORITY APPROVAL REQUIRED**

5.1 Modified Activity Agreement. The terms of the Agreement as modified by the First Amendment and not modified by this Second Amendment remain in full force and effect.

5.2 Majority Approval Required. This Second Amendment shall become effective upon its execution by an authorized representative of a majority of the Parties.

**PARTIES**

Agency Name: **EAGLE FIELD WATER DISTRICT**

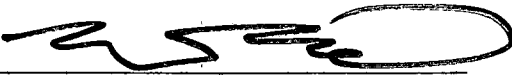
By: \_\_\_\_\_

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

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

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

Agency Name: **COUNTY OF FRESNO**

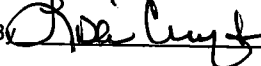
By: 

Name: Nathan Maggi

Title: Chairman Board of Supervisors

Date: January 29, 2019

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

By:  Deputy

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

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

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

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

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

Agency Name: **COUNTY OF MERCED**

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

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

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

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

Agency Name: **MERCY SPRINGS WATER DISTRICT**

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

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

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

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

Agency Name: **PACHECO WATER DISTRICT**

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

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

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

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

Agency Name: **PANOCHE WATER DISTRICT**

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

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

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

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

Agency Name: **SAN LUIS WATER DISTRICT**

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

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

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

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

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

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

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

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

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

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

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

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

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

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

**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:

<b>GSA Name</b>	<b>Agency Name</b>	<b>Participation Status</b>	<b>Participation Percentage Sub-Allocation</b>	<b>Participation Percentage*</b>
<b>Central Delta Region Multi-Agency GSA</b>		--	--	<b>88%</b>
	Eagle Field Water District	Activity Agreement Member	6.0%	
	County of Fresno	SS-MOA Participant	13.7%	
	Fresno Slough Water District	Activity Agreement Member	6.0%	
	County of Merced	SS-MOA Participant	9.8%	
	Mercy Springs Water District	Activity Agreement Member	6.0%	
	Pacheco Water District	Activity Agreement Member	7.6%	
	Panoche Water District	Activity Agreement Member	15.8%	
	San Luis Water District	Activity Agreement Member	20.0%	

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

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

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