

**CENTRAL DELTA-MENDOTA GROUNDWATER SUSTAINABILITY AGENCY  
JOINT POWERS AGREEMENT**

This CENTRAL DELTA-MENDOTA GROUNDWATER SUSTAINABILITY AGENCY JOINT POWERS AGREEMENT (this "Agreement") is made and entered into by and among the Eagle Field Water District, a California Water District; County of Fresno, a political subdivision of the State of California; Fresno Slough Water District, a California Water District; County of Merced, a political subdivision of the State of California; Mercy Springs Water District, a California Water District; Pacheco Water District, a California Water District; Panoche Water District, a California Water District; San Luis Water District, a California Water District; Santa Nella County Water District, a California County Water District; and Tranquillity Irrigation District, a California Irrigation District (individually, a "Party" and in the plural or collectively, the "Parties").

**RECITALS**

A. WHEREAS, in August 2014, the California Legislature passed, and in September 2014 the Governor signed, legislation creating the Sustainable Groundwater Management Act (or "SGMA," as that term is defined in section 1.11, below) "to provide local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater" (Wat. Code, § 10720, subd. (d)); and

B. WHEREAS, SGMA provides that each affected groundwater basin or subbasin may be regulated separately by one or more groundwater sustainability agencies ("GSAs"). Any local agency, as that term is defined in SGMA, may decide to become the GSA for a basin or subbasin within its boundaries. SGMA also provides that a combination of local agencies may form a GSA through a joint powers agreement, or a memorandum of agreement or other legal agreement (Wat. Code, § 10723.6); and

C. WHEREAS, groundwater sustainability under SGMA is to be achieved through groundwater sustainability plans (or "GSPs," as the term "GSP" is defined in section 1.8, below), which can be a single plan developed by one or more GSAs, or multiple coordinated plans within

a basin or subbasin (Wat. Code § 10727); and

D. WHEREAS, the Parties overlie a portion of the Delta-Mendota Subbasin number 5-22.07 of the San Joaquin Valley Groundwater Basin identified in the California Department of Water Resources (“DWR”) Bulletin 118 (the “Delta-Mendota Subbasin”), said portion being designated as the “Central Delta-Mendota Region,” as its boundaries may be modified from time to time as provided by law; and

E. WHEREAS, each Party’s jurisdictional area overlies the Central Delta-Mendota Region, depicted in Exhibit “B” attached hereto and incorporated herein by this reference, and DWR has designated the entire Delta-Mendota Subbasin as critically overdrafted. Under SGMA, each GSA is required to assume its regulatory role by June 30, 2017, and to submit a GSP to DWR by January 31, 2020; and

F. WHEREAS, the Parties are all public agencies authorized to contract with the State or Federal governments and agencies, and to exercise powers related to groundwater management, land use, or both, within their jurisdictional boundaries. Each Party would qualify individually to serve as a GSA under SGMA; and

G. WHEREAS, the Parties previously entered into that certain “Agreement Supporting Formation and Operation of the Central Delta-Mendota Region Multi-Agency Groundwater Sustainability Agency in the Central Delta-Mendota Region,” effective February 15, 2017 (the “Initial Agreement”), to establish and operate the Central Delta-Mendota Region Multi-Agency GSA to meet their mutual goal of cost-effective, sustainable groundwater management that considers the interests and concerns of the Parties and other stakeholders in the Central Delta-Mendota Region without establishing a legal entity separate from the individual agencies; and

H. WHEREAS, in section 5.4 of the Initial Agreement, the Parties agreed to consider entering into a joint powers agreement if they found it necessary or beneficial in achieving the goal of maintaining local control of sustainable groundwater management in the Central Delta-Mendota Region in compliance with SGMA; and

I. WHEREAS, under the Joint Exercise of Powers Act (Chapter 5 (commencing with section 6500) of the Division 7 of Title 1 of the Government Code) (the “Act”), two or more public agencies may by agreement jointly exercise any power held in common by agencies entering into such an agreement. All of the Parties are public agencies as defined by the Act; and

J. WHEREAS, the Parties are entering into this Agreement to form the Central Delta-

Mendota Groundwater Sustainability Agency for the purpose of acting as a separate and independent public agency and as a single GSA for the Central Delta-Mendota Region; and

K. WHEREAS, the Parties desire to achieve the objectives recited above through entering into this Agreement.

NOW, THEREFORE, in consideration of the true and correct facts recited above, which are hereby incorporated herein, and of the covenants, terms and conditions set forth herein, the Parties hereto agree as follows:

## **ARTICLE 1.**

### **DEFINITIONS**

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

- 1.1. **“Act”** means the Joint Exercise of Powers Act codified at Government Code sections 6500, *et seq.*
- 1.2. **“Agency”** means the Central Delta-Mendota Groundwater Sustainability Agency.
- 1.3. **“Agreement”** means this Central Delta-Mendota Groundwater Sustainability Agency Joint Powers Agreement.
- 1.4. **“Board of Directors”** means the governing body of the Agency established pursuant to Article 6 of this Agreement.
- 1.5. **“Delta-Mendota Subbasin”** means the Delta-Mendota Subbasin of the San Joaquin Valley Groundwater Basin, subbasin number 5-22.07, as identified in Bulletin 118 prepared by the DWR and depicted on Exhibit “A,” attached hereto and incorporated herein by this reference.
- 1.6. **“Director”** means a member of the Agency’s Board of Directors.
- 1.7. **“Central Delta-Mendota Region”** means that portion of the Delta-Mendota Subbasin depicted on the map attached hereto as Exhibit “B,” attached hereto and incorporated herein by this reference.
- 1.8. **“GSP”** means a groundwater sustainability plan, as defined by section 10721, subdivision (k), of the Water Code.
- 1.9. **“Fiscal Year”** means each period beginning on March 1 and ending the last day of February the following year.

- 1.10. **“Member Contributions”** means each Party’s allocated share of Agreement Expenses as determined and described in Article 11 of this Agreement and set forth in Exhibit “C,” attached hereto and incorporated herein by this reference.
- 1.11. **“SGMA”** means the California Sustainable Groundwater Management Act, which is codified in Part 2.74 (commencing with section 10720) of Division 6 of the Water Code, and all state regulations adopted under that Part.

## **ARTICLE 2.**

### **CREATION OF THE AGENCY**

- 2.1. Upon execution of this Agreement by all Parties (“Effective Date”) and pursuant to the Act, the Parties hereby create a public entity separate and independent from the Parties to be known as the “Central Delta-Mendota Groundwater Sustainability Agency”.
- 2.2. Pursuant to Government Code section 6509, the County of Fresno is the designated Party with respect to the Agency’s exercise of power.
- 2.3. The boundaries of the Agency are the Central Delta-Mendota Region, as depicted on the map and described in metes and bounds in Exhibit “B,” which is attached hereto and incorporated herein by this reference.
- 2.4. The Agency shall timely file the notices required by Government Code sections 6503.5, 6503.6, and 53051.

## **ARTICLE 3.**

### **TERM**

- 3.1. This Agreement is effective upon execution by all Parties and continues in full force and effect until terminated under Article 12.

## **ARTICLE 4.**

### **PURPOSE OF THE AGENCY**

- 4.1. The purpose of this Agreement is to create a joint powers agency to replace the Central Delta-Mendota Region Multi-Agency GSA for the Central Delta-Mendota Region that was formed pursuant to the Initial Agreement. The Parties and the boundaries will be

the same, but the structure of the entity will change from a multi-agency GSA to a joint powers agency that acts as the GSA.

- 4.2. The purpose of the Agency is to implement SGMA's requirements and achieve the sustainability goals provided in SGMA by developing, adopting, submitting, implementing, enforcing, and revising a GSP for the Central Delta-Mendota Region, which may be part of a broader GSP coordinated with other GSAs in the Delta-Mendota Subbasin, and to exercise all powers and authorities of a GSA under SGMA.
- 4.3. Nothing in this Agreement is intended to confer upon any Party or upon any third party outside this Agreement the authority to limit or interfere with the respective Party's rights and authorities over its own internal matters, including but not limited to, such Party's surface water supplies, groundwater supplies, facilities, billing and collection procedures, and operations and water management, subject to terms of this Agreement.

## **ARTICLE 5.**

### **POWERS OF THE AGENCY**

- 5.1. The Agency is authorized, in its own name, to do all acts necessary for carrying out the purpose of this Agreement, including, but not limited to, any and all of the powers identified in this Article 5, and establishing Member Contributions for the Parties.
- 5.2. As provided in Government Code section 6508, the Agency is authorized, in its own name, to do any or all of the following:
  - a. To make and enter into contracts;
  - b. To employ agents and employees;
  - c. To acquire, construct, manage, maintain, or operate any building, works or improvements;
  - d. To acquire, hold, or dispose of property;
  - e. To incur debts, liabilities, or obligations; and
  - f. To sue and be sued in its own name.
- 5.3. The Agency may exercise all powers granted to GSAs in SGMA to provide the maximum degree of local control and flexibility consistent with the sustainability goals of SGMA as set forth in the GSP, including but not limited to all of the authorities provided in Chapter 4 (commencing with section 10723), Chapter 5 (commencing with

section 10725), Chapter 6 (commencing with section 10727), Chapter 8 (commencing with section 10730), and Chapter 9 (commencing with section 10732) of SGMA.

- 5.4. The Agency may exercise the common powers of the Parties, including, but not limited to, the following:
- a. Adopting initial and annual operating budgets;
  - b. Accepting contributions, grants, or loans from any public or private agency or individual in the United States or any department, instrumentality, or agency thereof for the purpose of financing its activities; and
  - c. Investing money that is not needed for immediate necessities, as the Board of Directors determines advisable, in the same manner and upon the same conditions as other local entities in accordance with section 53601 of the Government Code.
- 5.5 The Parties agree that they are subject to the Water Code and authorities granted by SGMA. Furthermore, the Parties agree that nothing contained in this Agreement grants to the Agency any power to alter any water right, contract right, or any similar right held by any of the Parties, or to amend a Party's water delivery practice, course of dealing, or conduct without the express consent of that Party.

## **ARTICLE 6.**

### **AGENCY BOARD OF DIRECTORS**

- 6.1. Each Party shall designate one person to serve on the Board of Directors as a Director and up to two persons to serve as an alternate(s) to its appointed Director, to act during the absence or disqualification of that Party's Director. The Director and alternate Directors shall serve at the pleasure of his or her applicable appointing Party.
- 6.2. Directors and their alternates shall not be compensated by the Agency for participation on the Board of Directors. The Agency shall develop a policy for reimbursement associated with direct expenses.
- 6.3. Each appointed Director and alternate Director(s) shall comply with all legal requirements, including disclosure and ethics requirements, applicable to directors of a California Joint Powers Authority.

## **ARTICLE 7.**

### **OFFICERS AND ADMINISTRATION**

- 7.1 **Officers.** The Board of Directors shall, at its first meeting and then annually at its first meeting of each Fiscal Year, elect a Chairman, Vice-Chairman, Secretary, and any other officers as determined necessary by the Board of Directors. Each officer shall serve a term of one (1) year and such term may be extended by the Board of Directors or until the officer resigns or is replaced by the Board of Directors.
- 7.1.1. The Chairman shall preside at all Board of Directors meetings.
  - 7.1.2. The Vice-Chairman shall act in place of the Chairman at meetings, should the Chairman be absent.
  - 7.1.3. The Secretary shall keep minutes of all meetings of the Board of Directors and shall, as soon as possible after each meeting, forward a copy of the minutes to each member and alternate of the Board of Directors. The Secretary of the Board is not required to be a member of the Board of Directors.
- 7.2 **Treasurer.** The Agency shall designate a Treasurer from one of the Parties, or in lieu thereof, a certified public accountant that may be selected by the Agency and compensated by the Agency under contract to be the depositary and have custody of all the money of the Agency, from whatever source.
- 7.2.1 The Treasurer shall receive and keep record of all money of the Agency and place it in the treasury of the Agency.
  - 7.2.2 The Treasurer shall be responsible, upon his or her official bond, for the safekeeping and disbursement of all Agency money so managed by him or her.
  - 7.2.3 The Treasurer shall pay, when due, out of money of the Agency, all sums payable on outstanding bonds and coupons of the Agency.
  - 7.2.4 The Treasurer shall pay any other sums due from the Agency from Agency money, or any portion thereof, only upon warrants of the Officer performing the functions of Controller.
  - 7.2.5 The Act requires strict accountability of all funds and reporting of all receipts and disbursements. As such, the Treasurer shall verify and report

in writing quarterly to the Agency the amount of money held by the Agency, the amount of receipts since the last report, and the amount paid out since the last report.

- 7.3 Controller. The Agency shall designate a Controller from the same Party as the designated Treasurer, unless a certified public accountant has been designated as Treasurer. In that case, the Agency shall designate a Controller from one of the Parties. The Controller shall draw warrants to pay demands against the Agency when the demands have been approved by the Agency or any person authorized to so approve.
- 7.4 Legal Counsel. The Board of Directors may hire/appoint legal counsel for the Agency.
- 7.5 Management. In addition to, or in lieu of, hiring employees, the Agency may engage one or more third parties to manage any or all of the business of the Agency on terms and conditions acceptable to the Board of Directors. A third party so engaged may, but need not, be a Party to this Agreement. Any third party so engaged shall have such responsibilities as are set forth in the contract for such third party's services.

## **ARTICLE 8.**

### **QUORUM AND VOTING**

- 8.1 Quorum. A majority of the Board of Directors members constitutes a quorum of the Board of Directors.
- 8.2 Director Votes. Except as set out in Section 8.3, all actions of the Board of Directors must be taken by majority vote of the Board of Directors at the meeting.
- 8.3 Matters Requiring Special Vote of Board of Directors. The following determinations require a two-thirds vote of the then-present Board of Directors:
- 8.3.1 To exercise the GSA enforcement powers identified in Chapter 9 (commencing with section 10732) of SGMA.
  - 8.3.2 To approve initial and annual operating budgets.
  - 8.3.3 To revise the Member Contributions of the Parties.
  - 8.3.4 To impose certain charges, which may include fees, assessments, or both, to fund the cost of the Agency in furthering the purposes of this Agreement, for complying with and as authorized by SGMA, and sustainably managing groundwater within the Central Delta-Mendota Region.

- 8.3.5 To adopt rules, regulations, policies, and procedures governing the adoption and implementation of the GSP for the Central Delta-Mendota Region.
- 8.3.6 To adopt a GSP and any amendments thereto.

## **ARTICLE 9.**

### **MEETINGS**

- 9.1. The Board of Directors shall hold at least one regular meeting each year and shall provide for other regular meetings and special meetings as it deems necessary. The Board of Directors shall fix the hour, date, and place for its regular meetings. All meetings of the Board of Directors must be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act, which is codified at Chapter 9 (beginning with section 54950) of Part 1 of Division 2 of Title 5 of the Government Code.
- 9.2. The Board of Directors Chairman may appoint, with the concurrence of the majority of the Board of Directors present, such ad hoc or standing committees as may be useful from time to time.
- 9.3 The Secretary of the Board of Directors shall prepare meeting minutes and place them in the records of the Agency.

## **ARTICLE 10.**

### **FISCAL YEAR & BUDGET**

- 10.1. Fiscal Year. The Fiscal Year of the Agency shall be from March 1 through the last day in February the following year.
- 10.2. Budget. The Board of Directors shall establish an annual budget for the activities authorized by this Agreement. The budget must describe the amounts that the Board of Directors anticipates are required for purposes of the Agreement during each Fiscal Year. Upon its approval of its obligations under the budget, each Party shall have available funding for its share of the Member Contributions to pay directly to the Agency.
- 10.3. The Agency shall not make expenditures or incur liabilities exceeding the amount of the appropriations allowed by the Agency's budget.

- 10.4. The Agency may amend the annual budget as needed subject to the provisions in Article 8 of this Agreement.

## **ARTICLE 11.**

### **MEMBER CONTRIBUTIONS**

- 11.1. The Member Contributions for each Party determines the share of Agreement Expenses allocated to each Party, except for any special-purpose contributions or fees owed pursuant to a separate agreement between less than all of the Parties to this Agreement.
- 11.2. Initial Member Contributions. The Member Contributions are established pursuant to the attached Exhibit “C,” which is incorporated herein by this reference. The Member Contributions in Exhibit “C” are deemed adopted by the Board of Directors upon Agency formation and shall supersede any previous fee structure established by the Initial Agreement.
- 11.3. Member Contributions after Adoption of GSP. Upon adoption of an estimated sustainable yield and a sustainability goal under the approved GSP for the Central Delta-Mendota Region, the Board of Directors shall consider recalculating the Member Contribution for each Party. In addition to the existing Member Contributions provided in Exhibit “C”, the Parties further agree to collect information adequate to allow the Board of Directors, by 2023, to develop and levy charges, which may include fees, assessments, or both, consistent with the GSP, which charges may include, but are not limited to, a volumetric groundwater extraction fee within the Central Delta-Mendota Region. Upon adoption of such charges, the Member Contributions in Exhibit “C” may be evaluated and modified. Furthermore, from time to time, the Board of Directors may evaluate the Member Contributions in order to consider new information concerning the relative contribution of each Party with a vote to approve revisions as provided in Section 8.3.3.

## **ARTICLE 12.**

### **WITHDRAWAL AND REMOVAL OF PARTY; TERMINATION OF AGENCY**

- 12.1. Withdrawal. Any Party may voluntarily withdraw from this Agreement and the Agency. The withdrawing Party shall give all Parties written notice of such

withdrawal not less than sixty (60) days prior to the withdrawal date. Upon withdrawal, (a) the Agency and the withdrawing Party shall work together with DWR to facilitate the withdrawing Party forming either its own GSA or joining a separate GSA; and (b) the withdrawing Party shall remain subject to the terms of the GSP that is prepared by the Agency so as to not put local management of the Delta-Mendota Subbasin in jeopardy, unless and until the withdrawing Party's service area is covered by a separate GSP approved by DWR. This obligation survives a Party's withdrawal from this Agreement, is for the express benefit of the remaining Parties, and is subject to the indemnification provisions of Article 15 of this Agreement.

- 12.2. Effect of withdrawal. Within thirty (30) days of withdrawal, a withdrawing Party shall pay for all of its financial obligations incurred prior to the withdrawal date pursuant to the terms of this Agreement and any other expenses pursuant to California law. This payment obligation for financial obligations incurred prior to the withdrawal date survives the Party's withdrawal from the Agreement, is for the express benefit of the remaining Parties, and is subject to the indemnification provisions of Article 15 of this Agreement. All financial obligations under this Agreement that are incurred prior to the withdrawal date shall survive after the withdrawal date.
- 12.3. Removal. Any Party may be removed by a two-thirds (2/3<sup>rd</sup>) vote of the Board of Directors, and upon removal shall no longer be a Party of the Agency. A Party so removed shall be liable for payment of such Party's financial obligations incurred up to and including the date of removal as calculated by the Member Contributions described in Article 11.
- 12.4. Termination of Agency. This Agreement may be terminated and the Agency dissolved by unanimous written consent of all Parties, except during the outstanding term of any agency indebtedness. Nothing in this Agreement prevents the Parties from entering into other joint powers agreements.
- 12.5. Disposition of Property and Surplus Money.

12.5.1 The Agency shall be formed and come into existence on the Effective Date and shall continue in existence unless terminated by the governing body of each of the Parties then a Party to this Agreement or at any point in time at

which there ceases to be at least two Parties to this Agreement, at which point in time this Agreement shall be automatically terminated; provided however, that the Agency and this Agreement shall continue to exist for the purpose of disposing of liabilities (“Agency Liabilities”) and distributing funds, property, and other assets (“Agency Assets”), and all other functions necessary to conclude the business of the Agency.

12.5.2 Notwithstanding any other provision herein, this Agreement shall remain in effect and be binding upon the Parties hereto and upon all subsequent Parties joined herein for such a period as the Agency desires to engage in any activities under this Agreement. The foregoing provision shall not apply, however, to any Party that withdraws or is terminated from its participation in the Agency in accordance with this Agreement.

12.5.3 Upon termination of this Agreement, after payment of all Agency Liabilities, any Agency Assets remaining shall be distributed to the Parties in accordance with the Member Contributions identified in Exhibit “C,” and as amended by the Board of Directors. The Agency shall cease to exist when the Agency liabilities are paid and Agency Assets have been distributed according to the provisions contained in this Section, this Agreement generally, and the Act (Gov. Code §6500 *et seq.*).

## **ARTICLE 13.**

### **ADMISSION OF NEW PARTIES**

13.1. Additional entities that are both “public agencies” under Government Code section 6500 and “local agencies” under Water Code section 10721, subdivision (n), may become signatories of this Agreement upon approval by the Board of Directors of the Agency and approval of the board of the new Party. Upon admission of a new Party, the Board of Directors shall recalculate Member Contributions, subject to section 8.3.3, and update any documents and maps as may be required by DWR.

## **ARTICLE 14.**

### **PRIOR AGREEMENT INTENT INCORPORATED; RATIFICATION**

- 14.1 It is the intent of the Parties to incorporate the purpose and activities of the Initial Agreement into this Agreement and for the Agency to be the GSA for the Central Delta-Mendota Region.

## **ARTICLE 15.**

### **SEPARATE ENTITY; INDEMNIFICATION**

- 15.1 Separate Entity. In accordance with the Act, the Agency is a public entity separate from the Parties. To the greatest extent permitted by law, unless otherwise specifically agreed to herein by all the Parties as to a specific debt, liability or obligation, the debts, liabilities and obligations of the Agency shall not be the debts, liabilities or obligations of the Parties under Government Code section 6508.1. The Agency shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.
- 15.2 Indemnification. No Party has the power to obligate any other Party hereto and no Party's debt, liability or obligation due any third party may be asserted or collected against the Agency or any individual Party as a result of membership in the Agency through this Agreement. The Agency shall indemnify, defend, and save harmless the Parties, their officers, agents, directors, and employees, from and against any and all claims and losses whatsoever, occurring or resulting to persons, firms, or entities furnishing or supplying work, services, labor, materials or supplies to the Agency in connection with the performance of this Agreement and, except as expressly provided for by law, from any and all claims and losses accruing or resulting to any persons, firm or entity for damage, injury, or death arising out of or in connection with the Agency's performance of its obligations pursuant to this Agreement. The Agency may also acquire such policies of directors and officers liability insurance and in such amounts as the Board of Directors shall deem prudent. The Board of Directors, officers, agents, and employees of the Agency shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. The Board of directors shall not be liable to the Parties to this Agreement for any mistake of judgment or any other action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of Agency funds or failure to invest same. To the

extent authorized by California law, no Director, officer or employee of the Agency shall be responsible for any action made, taken, or omitted by any other Director, officer or employee. Furthermore, each Party shall indemnify, defend, and save harmless the other Parties, their officers, agents, directors, and employees, from and against any and all claims of negligence and/or willful misconduct by the indemnifying Party in performance of this Agreement.

## **ARTICLE 16.**

### **MISCELLANEOUS**

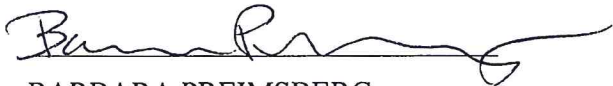
- 16.1 Amendments. This Agreement may not be amended except by a written amendment signed by all of the Parties.
- 16.2 Assignment; Binding on Successors. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the express written consent of the other Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement is null and void. Any approved assignment or delegation must be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Parties under this Agreement then in effect. This Agreement inures to the benefit of, and be binding upon, the successors and permitted assigns of the Parties.
- 16.3 Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts together constitute the same instrument.
- 16.4 Governing Law. This Agreement is governed by the laws of the State of California.
- 16.5 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid, or unenforceable, the remainder of the Agreement remains in effect and the Parties shall make best efforts to replace the unlawful, invalid, or unenforceable part of the Agreement with terms to accomplish the Parties' original intent.
- 16.6 Headings. The titles of sections of this Agreement are for convenience only and no presumption or implication of the intent of the Parties as to the construction of this Agreement shall be drawn from them.

- 16.7 Construction. The final form of this Agreement is the result of the Parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity is not to be resolved by construing the terms of this Agreement against the drafter.
- 16.8 Notices. Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the Parties beneath their signatures on this Agreement, or to such other changed addresses communicated to the Agency and the Parties in writing. For all claims arising from or related to this agreement, nothing in this agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 or Title 1 of the Government Code, beginning with section 810).
- 16.9 Signature Authorization. Each Party represents that the representative executing this Agreement on its behalf has been duly authorized to execute the Agreement on behalf of the Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated next to the signatures attached to this Agreement.

Agency Name: **EAGLE FIELD WATER DISTRICT**

By:



Name: BARBARA PREIMSBERG

Title: PRESIDENT

Date:

8/28/17

Agency Contact information:

Address: 51170 West Althea Ave, Fresno, CA 93622

Telephone: (209) 364-6149

Fax: (209) 364-6217

Email address: jfb@jfbri.com

Agency Name: **COUNTY OF FRESNO**

By: 

Name: Nathan Magsig

Title: Board of Supervisor

Date: August 20, 2019

Agency Contact information:


Address: 2281 Tulare St. #300, Fresno CA 93721

Telephone: 559-600-5000

Fax: 559-600-1609

Email address: district5@fresnocountyca.gov

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

By   
Deputy

Name: **FRESNO SLOUGH WATER DISTRICT**

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

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

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

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

Agency Contact information:

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

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page*

Name: **FRESNO SLOUGH WATER DISTRICT**

By: Elizabeth Reeves

Name: Liz Reeves

Title: Manager

Date: 7-8-19

Agency Contact information:

Address: P.O. Box 689 Trancuillity 93668

Telephone: 559-698-7225

Fax: 559-698-5105

Email address: liz@trgid.com

Agency Name: **COUNTY OF FRESNO**

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

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

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

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

Agency Contact information:

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Name: **FRESNO SLOUGH WATER DISTRICT**

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

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

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

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

Agency Contact information:

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Agency Name: **COUNTY OF MERCED**

By: Lloyd Pereira

Name: Lloyd Pereira

Title: Chairman

Date: JUL 30 2019

Agency Contact information:

Address: 2222 m St. Merced, CA 95340

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Agency Name: **COUNTY OF MERCED**

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

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

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

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

Agency Contact information:

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Agency Name: **MERCY SPRINGS WATER DISTRICT**

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

Name: Michael Linneman

Title: President

Date: August 23, 2019

Agency Contact information:

Address: 52027 West Althea Ave., Firebaugh, CA 93622

Telephone: (209) 364-6136

Fax: (209) 364-6122

Email address: jcadena@panochewd.org

Agency Name: **PACHECO WATER DISTRICT**

By: 

Name: Aaron Barcellos

Title: President

Date: June 13, 2019

Agency Contact information:

Address: 52027 West Althea Ave., Firebaugh, CA 93622

Telephone: (209) 364-6136

Fax: (209) 364-6122

Email address: jcadena@panochewd.org

Agency Name: **PANOCHÉ WATER DISTRICT**

By: 

Name: John Bennett

Title: President

Date: July 9, 2019

Agency Contact information:

Address: 52027 West Althea Ave., Firebaugh, CA 93622

Telephone: (209) 364-6136

Fax: (209) 364-6122

Email address: jcadena@panochewd.org

Agency Name: SAN LUIS WATER DISTRICT

By: Con M. Martin

Name: CON M. MARTIN

Title: GENERAL MANAGER

Date: AUGUST 28, 2019

Agency Contact information:

Address: 1015 Sixth St., Los Banos

Telephone: 209-826-4043

Fax: 209-826-0524

Email address: bfenters@SLWD.NET

Agency Name: SANTA NELLA COUNTY WATER DISTRICT

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

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

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

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

Agency Contact information:

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Agency Name: **SAN LUIS WATER DISTRICT**

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

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

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

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

Agency Contact information:

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

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

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

Name: Amy Montgomery

Title: General Manager

Date: 7/23/19

Agency Contact information:

Address: 12931 S Hwy 33 Santa Nella

Telephone: 209-826-0920

Fax: 209-826-8359


Email address: amontgomery@sn cwd.com

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

By: 

Name: Jerome F Salvador

Title: Board President

Date: 6-19-19

Agency Contact information:

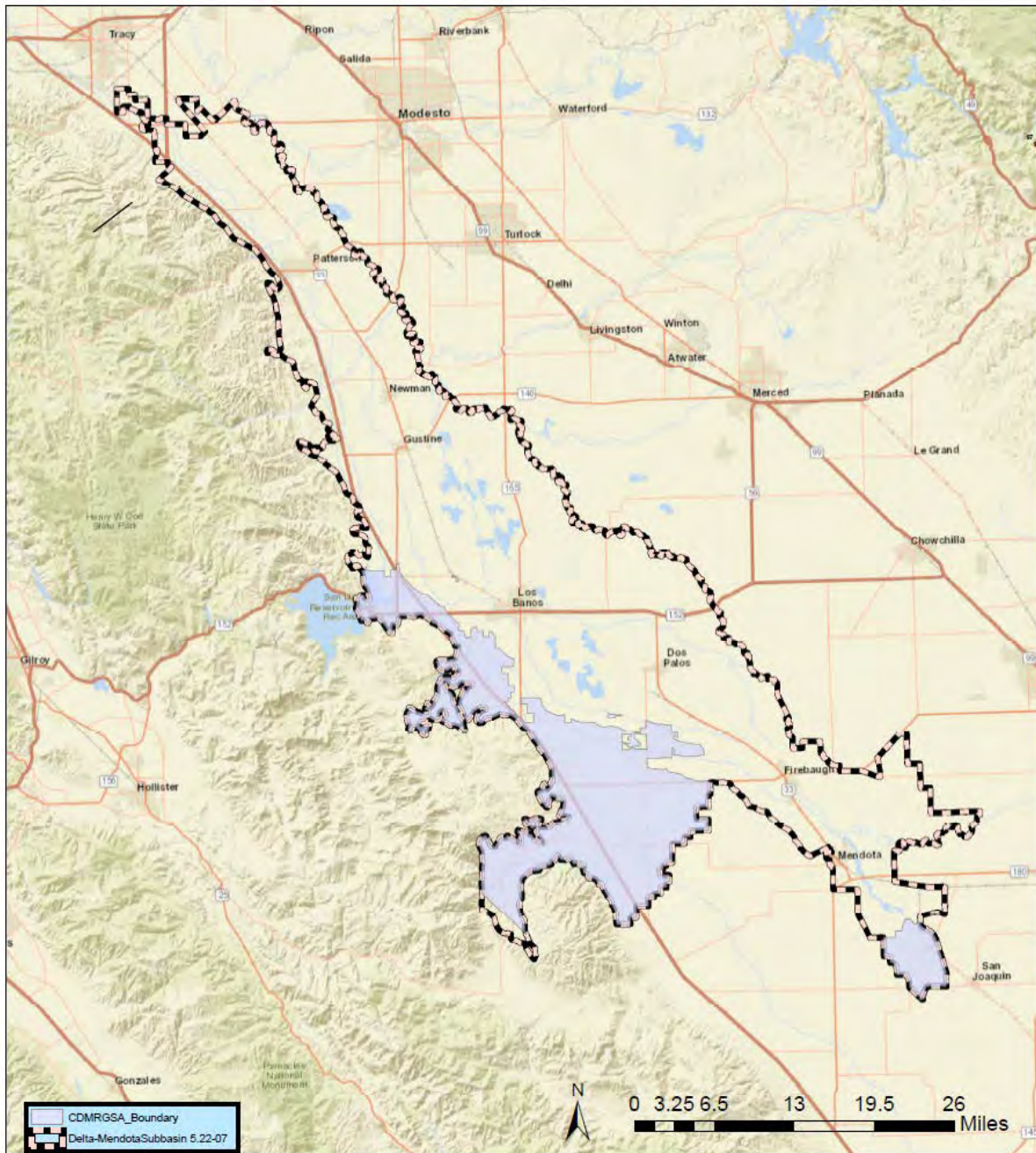
Address: P.O. Box 487 Tranquillity 93668

Telephone: 559-698-7225

Fax: 559-698-5105

Email address: danny@trg.d.com

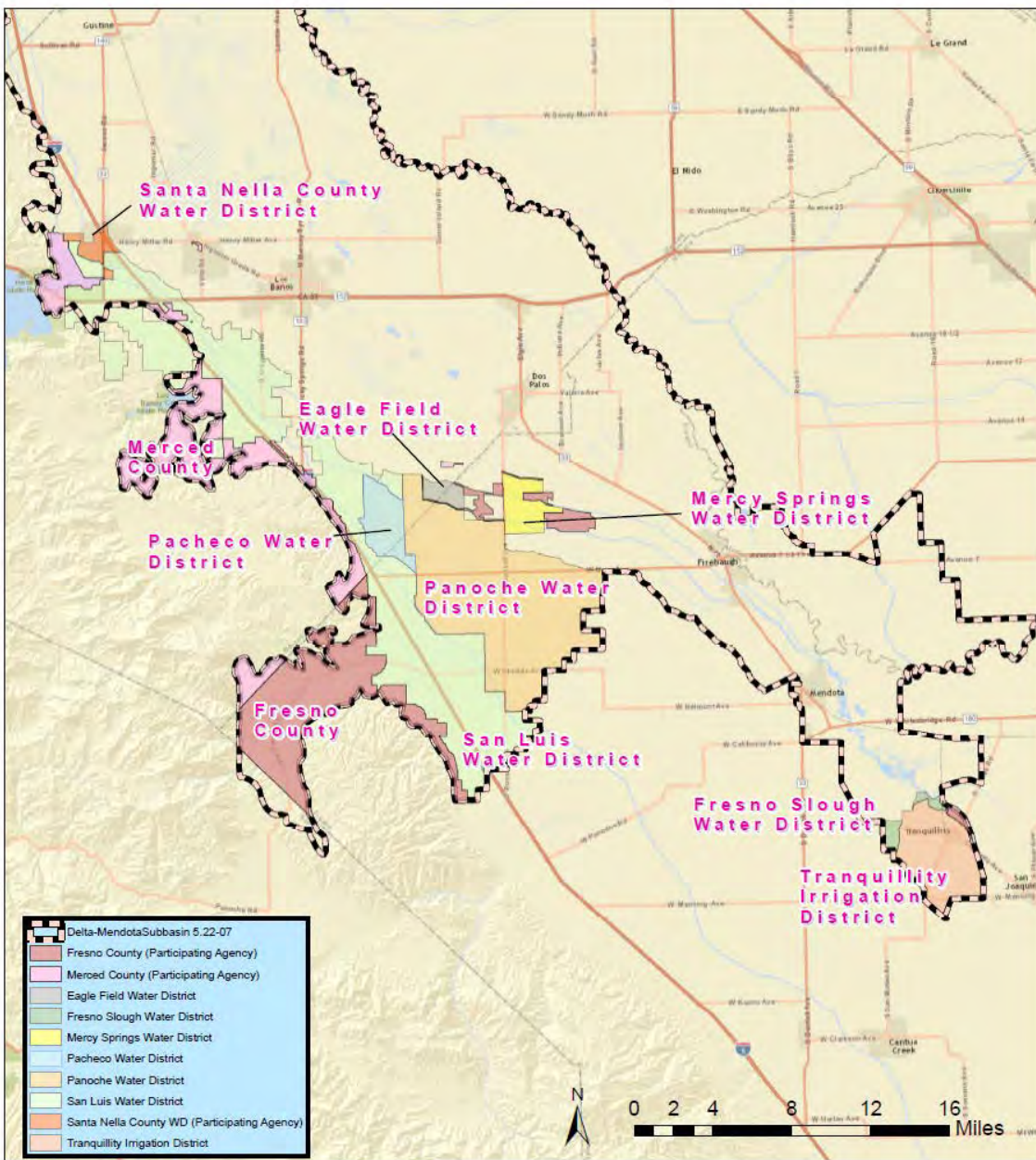
**EXHIBIT A**  
**MAP OF DELTA-MENDOTA SUBBASIN BOUNDARIES**



**Delta-Mendota Subbasin**

Document Path: X:\Engineering & Planning\Groundwater Management Programs\Sustainability Agency Information\Delta Mendota Subbasin\Central DM Subbasin GSA\Central DM GSA Multi Agency Boundary.mxd

# **EXHIBIT B** **MAP OF CENTRAL DELTA-MENDOTA REGION BOUNDARIES**





## Central Delta-Mendota Region GSA

### Local Agency Boundaries

Document Path: X:\Engineering & Planning\Groundwater Management Programs\Sustainability Agency Information\Delta Mendota Subbasin\Central DM Subbasin GSA\Central DM GSA Boundary.mxd

**EXHIBIT C**  
**CENTRAL DELTA-MENDOTA GSA**  
**MEMBER CONTRIBUTIONS**

<b>Party Name</b>		<b>Member Contributions</b>
<b>Central DM GSA</b>		<b>(100%)</b>
Eagle Field Water District	Member	10%
Countyof Fresno	SS-MOA Participant	10%
Fresno Slough Water District	Member	10%
County of Merced	SS-MOA Participant	10%
Mercy Springs Water District	Member	10%
Pacheco Water District	Member	10%
Panoche Water District	Member	10%
San Luis Water District	Member	10%
Santa Nella County Water District	SS-MOA Participant	10%
Tranquillity Irrigation District	Member	10%