

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

A. WHEREAS, 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, that certain First Amendment, made effective as of November 17, 2017 (the “First Amendment”), and that certain Second Amendment, made effective November 1, 2018 (the “Second Amendment”); and

B. WHEREAS, the County of Fresno, the County of Merced, the Santa Nella County Water District, 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; and

C. WHEREAS, effective August 28, 2019, 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 formed a joint power authority known as the Central Delta-Mendota Groundwater Sustainability Agency; and

D. WHEREAS, the Central Delta-Mendota Groundwater Sustainability Agency replaced the multi-agency GSA formed pursuant to a prior memorandum of agreement amongst the same parties; and

E. WHEREAS, the Members of the Activity Agreement desire to enter into this Third Amendment to allow the Members to delegate their voting authority on the Management Committee.

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

1. **Amendment to Section 6.1(a).** The parties hereby amend, modify, and otherwise revise Section 6.1(a) of the Activity Agreement in its entirety as follows:

Management Committee Members and alternates shall be appointed by action of the governing body of the represented Activity Participant, and such appointments shall be effective upon the appointment date as communicated in writing to the Authority. Each appointee shall serve on the Management Committee from the date of appointment by the governing body of the Activity Participant he/she represents at the pleasure of such governing body. Each governing body may also delegate the voting authority of its Management Committee Members and alternates as provided in Section 6.4.

2. **Amendment to Section 6.4.** The parties hereby amend, modify, and otherwise revise Section 6.4 of the Activity Agreement in its entirety as follows:

Voting. Except as expressly stated to the contrary in this Activity Agreement, the vote of an Activity Participant's duly appointed Management Committee Member or Voting Alternate is deemed to be the vote of that Activity Participant. However, an Activity Participant may delegate voting authority of its Management Committee Member or Voting Alternate to another entity, such as the Central Delta-Mendota Groundwater Sustainability Agency, by providing written notice to the Authority.

A simple majority of the quorum shall be required for the adoption of a resolution, motion or other action of the Management Committee, except that:

3. **Amendment to Section 7.1.** The parties hereby amend, modify, and otherwise revise Section 7.1 of the Activity Agreement to add the following sentence identified in bold:

When the terms of this Agreement or applicable law require the approval of an Activity Participant, written documentation of such approval, whether by Resolution, motion, or other form of authorization, must be provided to the Authority and to each of the other Activity Participants. **An Activity Participant may delegate its approval authority to another entity, such as the Central Delta-Mendota Groundwater Sustainability Agency, by providing written notice to the Authority.**

4. **Controlling Document; No Other Amendment.** In the event of any conflict between the terms of this Third Amendment and the Activity Agreement, First Amendment, or Second Amendment, the terms of this Third Amendment shall control. Except as amended by this Third Amendment, all terms of the Activity Agreement shall remain in full force and effect.

5. **Counterparts.** This Third Amendment may be signed by the parties in different counterparts and the signature pages combined to create one document binding on all parties.

IN WITNESS WHEREOF, the Members and the Authority have executed this Third 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: _____

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: **TRANQUILLITY IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **ORO LOMA WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

**SS-MOA PARTICIPANT CONSENT TO THIRD 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 Third 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**

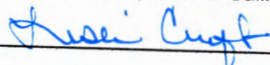
By: 

Name: Ernest Buddy Mendes

Title: Chairman, Fresno County Board of Supervisors

Date: April 14, 2020

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

By:  Deputy

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

By: _____

Name: _____

Third Amendment to the Central Delta-Mendota Region SGMA Services
Activity Agreement FINAL

Title: _____

Date: _____

Agency Name: **WIDREN WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____