

**SECOND AMENDMENT TO NORTHERN 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 Del Puerto Water District, Patterson Irrigation District, and West Stanislaus Irrigation District, have executed that certain Northern Delta-Mendota Region Sustainable Groundwater Management Act (“SGMA”) Services Activity Agreement (the “Activity Agreement Members” and “Activity Agreement”), made effective as of February 24, 2017, and that certain First Amendment, made effective as of April 30, 2017 (the “First Amendment”).

B. Oak Flat Water District, the City of Patterson, the County of Merced and the County of Stanislaus, non-members of the Authority, have executed Memoranda of Agreement to participate in the Activity Agreement as SS-MOA Participants.

C. 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.”

D. 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.”

E. 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, Stanislaus 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 Northern DM Region GSP and any Coordination Agreements required by SGMA.”

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

G. The Activity Agreement Members and the SS-MOA Participants collectively comprise five GSAs: (1) Patterson Irrigation District GSA, (2) West Stanislaus ID GSA 1, (3) DM-II GSA, (4) City of Patterson GSA, and (5) Northwestern Delta-Mendota GSA, which if comprised of more than one agency, have entered into memoranda of understanding to establish their respective GSA's. Separately, these five GSAs (the "Northern Delta-Mendota Region GSAs") are proposed parties to that certain Coordination Agreement for GSAs within the Delta-Mendota Subbasin established to meet the coordination obligations of SGMA.

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

I. The Coordination Agreement provides for a Coordination Committee.

J. 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 so that one (1) GSP Group Representative and (1) Alternate represent the Northern DM Region GSAs and (1) GSP Group Representative and (1) Alternate represent the Central DM Region GSAs; the GSP Group Representative and Alternate from the Northern DM GSAs being those individuals designated in Exhibit "A" to this Second Amendment.

K. 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.

L. 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.

M. 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.”

2. AGREEMENT

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

A. The Activity Agreement Members hereby adopt those processes and procedures as set forth on “Exhibit A” to this Second Amendment, which is attached hereto and by reference incorporated herein.

B. The terms of the Activity Agreement as modified by the First Amendment and this Second Amendment remain in full force and effect.

C. 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.”

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: **DEL PUERTO WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PATTERSON IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **WEST STANISLAUS IRRIGATION DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “A”

PROCESSES AND PROCEDURES FOR PARTICIPATION IN DELTA-MENDOTA SUBBASIN COORDINATION AGREEMENT

NORTHERN/CENTRAL DM REGION GSP GROUP

1. The Northern Delta-Mendota Management Committee is authorized to appoint the Northern 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 and is further authorized to fill vacancies that may develop in such positions from time to time.
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 Northern Delta-Mendota Management Committee is authorized to determine, subject to the terms of the Northern Delta-Mendota Region Activity Agreement, how required actions of the Northern Delta-Mendota Region GSAs within its respective GSP Group are identified and implemented and to provide direction based on that determination to the Northern 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 a quorum of Members and Voting Alternates is present.
4. GSP Group Representatives and Alternates representing the Northern Delta-Mendota Region are hereby authorized to bind the Northern Delta-Mendota Region GSAs, e.g. in approving annual work plans and estimated expenses and Technical Memoranda, to the extent established in the Coordination Agreement following consultation with the Northern Delta-Mendota Management Committee and any required votes of the Activity Agreement Members and/or SS-MOA Participants.
5. The Northern Delta-Mendota Management Committee agrees to the designation of Lacy Kiriakou as the initial Northern/Central DM Region GSP Group Representative and Vince Lucchesi as the initial Alternate.
6. The GSP Group Representative and/or Alternate will 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 Northern 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 Northern Delta-Mendota Region Activity Agreement and SS-MOA Participants, such Coordinated Plan Expenses shall be shared as follows:

Agency Name	Participation Status	Participation Percentage*
DM-II (GSA)	--	30%
Del Puerto Water District	Activity Agreement Member	--
Oak Flat Water District	SS-MOA Participant	--
City of Patterson (GSA)	SS-MOA Participant	10%
Patterson Irrigation District (GSA) [Twin Oaks Irrigation District]	Activity Agreement Member	14%
West Stanislaus Irrigation District [City of Grayson, Westley CSD]	Activity Agreement Member	16%
Northwestern Delta-Mendota (GSA)	--	30%
County of Merced	SS-MOA Participant	--
County of Stanislaus (Crows Landing Community Services District, Blewett Mutual Water Company, El Solyo Water District, Eastin Water District, White Lakes Mutual Water Company, Stevinson Water District, California Department of Fish and Wildlife (China Island))	SS-MOA Participant	--
	TOTAL	100%

*- Participation Percentage for each GSA is based on the following approach: Annual Authority Administrative and legal costs are shared equally among all Activity Participants; annual costs for "Other Professional Services" are shared as a percentage calculated by

dividing the Activity Participant's service area acreage by the total service area acreage of all Activity Participants.

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 Northern 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 “B”

**SS-MOA PARTICIPANT CONSENT TO SECOND AMENDMENT
TO THE NORTHERN 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 Northern 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 Northern Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement.

SS-MOA PARTICIPANTS

Agency Name: **CITY OF PATTERSON**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **OAK FLAT WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Second Amendment to Northern Delta-Mendota Region SGMA
Services Activity Agreement Revised 6-25-2018

Agency Name: **COUNTY OF STANISLAUS**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **COUNTY OF MERCED**

By: _____

Name: _____

Title: _____

Date: _____

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

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A. The San Luis & Delta-Mendota Water Authority (“Authority”) and its members Del Puerto Water District, Patterson Irrigation District, and West Stanislaus Irrigation District, have executed that certain Northern Delta-Mendota Region Sustainable Groundwater Management Act (“SGMA”) Services Activity Agreement (the “Activity Agreement Members” and “Activity Agreement”), made effective as of February 24, 2017, and that certain First Amendment, made effective as of April 30, 2017 (the “First Amendment”).

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C. 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.”

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

G. The Activity Agreement Members and the SS-MOA Participants collectively comprise five GSAs: (1) Patterson Irrigation District GSA, (2) West Stanislaus ID GSA 1, (3) DM-II GSA, (4) City of Patterson GSA, and (5) Northwestern Delta-Mendota GSA, which if comprised of more than one agency, have entered into memoranda of understanding to establish their respective GSA's. Separately, these five GSAs (the "Northern Delta-Mendota Region GSAs") are proposed parties to that certain Coordination Agreement for GSAs within the Delta-Mendota Subbasin established to meet the coordination obligations of SGMA.

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SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: **DEL PUERTO WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **PATTERSON IRRIGATION DISTRICT**

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	TOTAL	100%

*- Participation Percentage for each GSA Allocation is based on the following approach: Annual Authority Administrative and legal costs are shared equally among all Activity Participants; annual costs for "Other Professional Services" are shared as a percentage

calculated by dividing the Activity Participant's service area acreage by the total service area acreage of all Activity Participants, derived per total amount of acreage within the individual GSA

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 Northern DM GSP Group may decide upon a different adjustment among themselves documented in a dated attachment to this Exhibit.

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SS-MOA PARTICIPANTS

Agency Name: **CITY OF PATTERSON**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **OAK FLAT WATER DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Second Amendment to Northern Delta-Mendota Region SGMA
Services Activity Agreement Revised 6-25-2018

Agency Name: **COUNTY OF STANISLAUS**

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: **COUNTY OF MERCED**

By: _____

Name: _____

Title: _____

Date: _____