17 March 2014

Earl Perez, Chairman
San Joaquin Valley Drainage Authority
PO Box 2157
Los Banos, CA 93635

John Hansen, Chairman
Regional Water Quality Management Activity
Steering Committee
PO Box 2157
Los Banos, CA 93635

NOTICE OF APPLICABILITY ISSUED TO SAN JOAQUIN VALLEY DRAINAGE AUTHORITY TO SERVE AS A THIRD-PARTY UNDER GENERAL ORDER R5-2014-0002

Thank you for the 5 February 2014 application to serve as a third-party entity to represent owners and operators of irrigated lands within the Western San Joaquin River Watershed subject to General Order R5-2014-0002 (General Order). The application was submitted by the San Joaquin Valley Drainage Authority (Drainage Authority), which has been an umbrella organization for the irrigated lands served by the Westside San Joaquin River Watershed Coalition (Westside Coalition) since 2003.

Based on the application, supplemental information submitted on 7 March and 13 March 2014, the Westside Coalition's record of representing growers and the attached review, the Drainage Authority meets the requirements to serve as the third-party as described in section VIII.A. of the General Order. This letter serves as the Notice of Applicability and my approval of the Drainage Authority to serve as the third-party group under the General Order. The enclosed table lists compliance dates associated with the issuance of this Notice of Applicability; all other compliance dates described in the General Order R5-2014-0002 apply.

We have been very pleased with the Westside Coalition's efforts, and believe the Drainage Authority is well suited to meet the requirements of a third-party and to assist Members in complying with the General Order. We appreciate the Drainage Authority's commitment to make the new program a success and look forward to working with you and the Westside Coalition participants to protect water quality in the Western San Joaquin River Watershed. If you have questions regarding this letter, please contact Joe Karkoski at (916) 464-4668, or by e-mail at Joe.Karkoski@waterboards.ca.gov.

Original signed by Kenneth D. Landau, for

Pamela C. Creedon
Executive Officer

Enclosures: Table of Compliance Dates Associated with Issuance of the NOA
Staff Memorandum: Review of Application to Serve as Third-Party

cc: **[via email only]**
Susan Fregien, Central Valley Water Board
Chris Jimmerson, Central Valley Water Board
Joe McGahan, Westside San Joaquin River Watershed Coalition
Diane Rathmann, Linneman, Burgess, Telles, VanAtta, Vierra, Rathmann, Whitehurst & Keene

COMPLIANCE DATES FOR THE THIRD-PARTY REPRESENTING GROWERS IN THE WESTERN SAN JOAQUIN RIVER WATERSHED UNDER ORDER R5-2014-0002

Effective compliance dates associated with the 17 March 2014 Notice of Applicability (NOA) issued to the San Joaquin Valley Drainage Authority to serve as a third-party under General Order R5-2014-0002.

Due Date	Requirements
16 April 2014	Provide Members with a notice of the deadline and process required to complete the Notice of Confirmation and Farm Evaluation template
16 May 2014	Propose templates for managed wetland reporting
16 June 2014	Groundwater Quality Assessment Report outline
17 March 2015	Groundwater Quality Assessment Report
	Sediment Discharge and Erosion Assessment Report
	Comprehensive Groundwater Quality Management Plan

TO: Joe Karkoski
Supervising Water Resources Control Engineer
Irrigated Lands Regulatory Program

FROM: Jelena Hartman
Environmental Scientist
MONITORING AND IMPLEMENTATION UNIT
IRRIGATED LANDS REGULATORY PROGRAM

DATE: 13 March 2014

SUBJECT: APPLICATION TO SERVE AS A THIRD-PARTY FOR THE WESTERN SAN JOAQUIN RIVER WATERSHED UNDER GENERAL ORDER R5-2014-0002

On 5 February 2014, the California Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board) received the San Joaquin Valley Drainage Authority's (Drainage Authority) application to serve as a third-party to represent growers in the Western San Joaquin River Watershed and fulfill the requirements and conditions of Waste Discharge Requirements General Order R5-2014-0002 (General Order). The Drainage Authority submitted a supplemental application on 7 March 2014 (the final application with attachments is enclosed with this review), and additional information on 13 March 2014. No other applications to serve as the third-party under the General Order were received by the 10 February 2014 deadline.

The Drainage Authority has been serving as the umbrella organization for the irrigated lands served by the Westside San Joaquin River Watershed Coalition (Westside Coalition) since 2003. The application discusses the Drainage Authority's ability and intent to fulfill the role of the third-party entity under the General Order, representing member owners and operators of irrigated lands. In evaluating the application, staff also considered the Westside Coalition's performance under the Conditional Waivers (Order No. R5-2006-0053 and Order No. R5-2003-0105). The Westside Coalition has a proven record for timely and complete submittals and has been responsive where deficiencies have been indicated by board staff. Staff recommends that a Notice of Applicability (NOA) be issued to the Drainage Authority to serve as the third-party under the General Order.

Section VIII of the General Order requires the third-party to submit the application within 30 days of the effective date of the order. The application was received on 5 February 2014, which meets this condition (General Order effective date is 9 January 2014). The General Order establishes factors that the Executive Officer will consider in determining whether to approve the application (section VIII.A). The factors from the General Order and staff evaluation are below.

I. Ability of the third-party to carry out the identified third-party responsibilities.

The Drainage Authority proposes to cover the entire Western San Joaquin River Watershed, as defined in the General Order. Based on the performance record under the Conditional Waiver,

the Drainage Authority and the Westside Coalition have a demonstrated ability to manage the fee collection and payment of the State Water Board fees, to conduct monitoring that conforms to quality assurance/quality control requirements, prepare and submit timely and complete plans and reports, to provide notifications and disseminate information to members, to conduct outreach and education, to develop and implement management plans, and to work with Central Valley Water Board staff.

Below is an itemized summary of requirements identified in section IV.C. of the General Order, and a brief discussion of Drainage Authority's ability to carry out each of the responsibilities:

1. The General Order requires that the third-party provides the board with documentation of its organizational or management structure, and of persons responsible for ensuring that program requirements are fulfilled. The application letter provides both a narrative description and a chart describing the organization structure of the Drainage Authority. Joseph McGahan of Summers Engineering is identified as a responsible person for ensuring that requirements associated with the Irrigated Lands Regulatory Program are fulfilled.

   The San Joaquin Valley Drainage Authority Joint Powers Agreement was provided as an attachment. The Drainage Authority Board is comprised of one representative appointed by each member district, in most cases representatives being farmers themselves. Water quality issues related to agricultural drainage for a subset of the Drainage Authority members are handled through the activity agreement for Regional Water Quality Management. Currently, all members of the Drainage Authority are participants in the Regional Water Quality Management Activity. However, entities not members of the Drainage Authority may enter into memoranda of understanding (MOU) for purposes of allowing participation in the Regional Water Quality Management Activity. Representatives from member agencies are appointed to the Regional Water Quality Management Activity Steering Committee. A copy of the Activity Agreement was attached, and current members of the Drainage Authority Board of Directors and of the Regional Water Quality Management Activity Steering Committee are listed in the application.

   Agencies or private parties may agree to participate in some or all of the Regional Water Quality Management Activity. The Westside Coalition is a special project within the Regional Water Quality Management Activity. For the purpose of obtaining coverage under the General Order, growers may execute the Special Project Agreement limiting participation to the Westside Coalition. A copy of the Special Project Agreement and a list of participants as of 1 March 2014 were attached. The additional information received on 13 March 2014 included documentation of participation of the Grassland Water District/ Grassland Resource Conservation District, the California Department of Fish and Wildlife, and the United States Fish and Wildlife for the managed wetlands within the area covered by the Westside Coalition.

   The Westside Coalition plans to develop a website to provide information about the coalition, such as notice of meetings, monitoring results, recommended management practices, meeting agendas and handout materials. Staff recommendation is that the documentation of the third-party's organizational structure, and responsible persons should be made available on the website. The documentation availability to Members is a requirement of the General Order.

2. The third-party is required to prepare annual summaries of fees and expenditures used to comply with the General Order. The expense summaries must be made readily available to members. The application letter states that all budgets are adopted at open public meetings and available to members. Annual dues are calculated based on acreage of members, and the budget is provided to all member agencies and members who enroll as individuals.

3. If the third-party group receives a notice of violation (NOV) from the board, within 30 days of the receipt the third-party must provide to Members in the area addressed by the NOV appropriate information regarding the reason(s) for the violation. The third-party group must provide confirmation to the board of each notification. A summary of all notices of violation received by the third-party group must be provided to all Members annually, as part of a written or electronic communication to Members. The application letter states that the Westside Coalition will mail or email correspondence to all members within the area affected by the NOV within 30 days of receiving an NOV from the Central Valley Water Board. Staff recommends that the annual NOV summary should be made available on the Coalition's website. Providing the NOV summary to all Members annually is a requirement of the General Order.

4. The General Order requires that the third-party develop and implement plans to track and evaluate the effectiveness of water quality management practices, pursuant to approved management plans. The Westside Coalition has developed and implemented surface water General Approach Management Plan since 2008, and a series of focused management plans in specific watersheds. Focused management plans include surveys of growers to identify cropping and current practices (thus far, the Westside Coalition has achieved a 100% return rate for surveys), identification of management practices, and constituent-specific monitoring. The Westside Coalition will continue to implement existing and future surface water quality management plans, and will develop the groundwater management plans in areas identified by the Groundwater Quality Assessment Report and as needed for the Management Practices Evaluation Program. In considering the Coalition's ability to carry out this requirement, staff has considered the Coalition's record for submittal and implementation of management plans. In general, the Westside Coalition has provided management plans and reports timely. Any time staff requested additional information, the Westside Coalition responded promptly to address any deficiencies.

5. The General Order requires that the third-party provides timely and complete submittal of any required plans or reports. The Westside Coalition has been representing members within this region under the previous orders since 2003 and has a demonstrated track record of submitting timely and complete plans and reports. The Westside Coalition responded promptly to provide clarifications any time additional information was requested.

6. Under the Conditional Waivers (Orders R5-2006-0053 and R5-2003-0105), the Westside Coalition has conducted required water quality monitoring and assessments in conformance with quality assurance/quality control requirements. The application letter states that water quality monitoring and assessments will continue to be conducted in accordance with the Quality Assurance Project Plan. For the new groundwater components the Westside Coalition will continue to use existing and new consultants to meet the requirements described in the General Order.

7. Within 30 days of receiving an Notice of Applicability (NOA) from the board, the third-party must inform its Members of the General Order's requirements by providing a notice of the deadline and process required to complete the Notice of Confirmation and Farm Evaluation template. The application letter states that the Westside Coalition will meet this requirement, and will timely provide the necessary membership forms to new members requesting to join prior to the 30 June 2014 deadline for new-member sign-ups.

8. The General Order requires that the third-party must maintain attendance lists for third-party outreach events, and provide an annual summary of education and outreach activities to the Central Valley Water Board, along with copies of the educational and management practice information provided to the growers. The Westside Coalition performs education and outreach to growers through regular meetings, through stakeholder groups like the current Ingram/Hospital stakeholder group, through district-organized farmer meetings, through surveys utilized under management plans and individual on-farm meetings. The Westside Coalition works with the Coalition For Urban/RUral Environmental Stewardship (CURES) and other resource agencies to develop outreach and education materials. The Westside Coalition will document attendance at these meetings, and plans to develop a website to provide information to growers. The Westside Coalition will provide a summary of outreach/education meetings in its semi-annual monitoring reports meeting requirements of the General Order.

9. The Westside Coalition has been working closely with the Central Valley Water Board staff since 2003 to ensure that all Members are providing required information and are taking necessary steps to address identified water quality problems. As part of its annual Membership List submittal, the Westside Coalition will identify growers who have failed to maintain good standing of their membership in the third-party group.

10. The General Order requires that the third-party take ultimate responsibility for ensuring activities conducted by other groups on its behalf achieve the order's requirements. The Westside Coalition utilizes Summers Engineering and CURES to perform the work necessary for the implementation of the General Order. While the Westside Coalition does not use other third party groups to conduct any activities on its behalf, the application letter states that the Westside Coalition will take responsibility if this should occur.

11. Collect and submit any fees from Members required by the State Water Board. The Westside Coalition collects fees from its members either through member agencies who charge their individual members and submit the necessary membership dues to the Westside Coalition or from individual members that are billed directly. The Westside Coalition has submitted to the State all fees as required and will continue to do so.

II. Whether the third-party is a legally defined entity (i.e., non-profit corporation; local or state government; Joint Powers Authority) or has a binding agreement among multiple entities that clearly describes the mechanisms in place to ensure accountability to its members.

The Drainage Authority is a joint powers agency organized pursuant to the California Government Code Section 6500 *et seq*. All meetings of the Drainage Authority Board and the Regional Water Quality Management Steering Committee are public meetings conducted under the Ralph M. Brown Act. The Drainage Authority Board and the Steering Committee may be consolidated in the future with the approval of Regional Water Quality Management Activity

Agreement Members. Staff recommends that the Executive Officer of the Central Valley Water Board should be informed prior to the consolidation.

III. Whether the third-party has binding agreements with any subsidiary group (e.g., subwatershed group) to ensure any third-party responsibilities carried out by the subsidiary group, including the collection of fees, are done so transparently and with accountability to the third party. If the third-party will not rely on any subsidiary group to carry out any of its responsibilities, the third-party must state that in its application letter.

The Drainage Authority indicates in the application that it will not rely on any subsidiary group to carry out any of its responsibilities.

IV. Whether the third-party has a governance structure that includes a governing board of directors composed in whole or in part of Members, or otherwise provides Members with a mechanism to direct or influence the governance of the third-party through appropriate by-laws.

The Drainage Authority Board and the Steering Committee are comprised of representatives of the member districts; the representatives are frequently farmers themselves. If participation is limited to the Westside Coalition special project, participating parties do not have direct representation on the Steering Committee, but have an opportunity to participate without a vote at all meetings. All meetings of the Drainage Authority Board and the Steering Committee are open to the individual members and the public.

SAN JOAQUIN VALLEY DRAINAGE AUTHORITY

P O Box 2157 Los Banos, CA 93635
209 826 9696 Phone 209 826 9698 Fax

March 7, 2014

Pamela Creedon, Executive Officer
Central Valley Regional Water Quality Control Board
11020 Sun Center Drive #200
Rancho Cordova, CA. 95670-6114

Subject: Supplemental Application to serve as Third Party for the Western San Joaquin River Watershed

Dear Ms. Creedon:

The San Joaquin Valley Drainage Authority (SJVDA) has been serving as the umbrella organization for the lands served by the Westside San Joaquin River Watershed Coalition (Westside Coalition) since the inception of the program in 2003. The SJVDA is applying to serve as the Third Party for the Western San Joaquin River Watershed in accordance with Order R5-2014-0002 (General Order) as adopted by the California Regional Water Quality Control Board - Central Valley Region (Central Valley Water Board) on January 9, 2014. This letter is to supplement information contained in the application submitted to you on February 4, 2014.

Ability of the SJVDA to carry out the third-party responsibilities identified in the Order. The Westside Coalition worked closely with the staff of the Central Valley Water Board in identifying the geographic area to be covered under the new General Order. The proposed boundaries closely conform to the boundaries of the existing Westside Coalition with the addition of certain lands that had not needed coverage under the earlier program. The owners of many of those additional lands already have contacted the Westside Coalition to become members. Much of the existing Westside Coalition territory falls within the Delta-Mendota Groundwater Basin, which is key to implementing the new groundwater components of the new General Order. Where the boundaries described in the General Order include lands outside of the Delta-Mendota Groundwater Basin, those lands are within irrigation and water districts that have been long-term members of the Westside Coalition and wetland areas that also have been members of the Westside Coalition. In addition to its geographic fit, the Westside Coalition has an existing governance structure (see below) and budgeting mechanism, as well as its established long-term relationship with its agency and individual members. It has a long track record of timely producing reports, developing management plans, and communicating with Regional Board Staff. These existing structures, relationships and experience position it to carry out the responsibilities of the Third Party.

Whether the third-party is a legally defined entity. The Westside Coalition is a special project organized under the umbrella of the SJVDA, a joint powers agency organized pursuant to the California Government Code Section 6500 *et seq*. The Regional Water Quality Management Activity was formed within the SJVDA to focus specifically on water quality issues. A Steering Committee comprised of one representative per Activity Agreement member agency provides budgeting and policy direction and makes recommendations for action to the SJVDA Board. It also acts as the governing body for the Westside Coalition. All meetings of the Steering Committee are public meetings conducted under the Ralph M. Brown Act. The Steering Committee develops the annual budgets and membership dues and has currently employed

Joseph C. McGahan of Summers Engineering, Inc. as Watershed Coordinator. The structure of the SJVDA allows the addition of new members and also provides that "participating parties" may enter into memoranda of understanding (MOU) to participate in the SJVDA activities. These MOU's can be used with agencies that do not share the common powers of the SJVDA. or that for some other reason do not wish to become SJVDA members, as well as with individual members. The MOU's require the same commitments to participation in the SJVDA activity as are required for SJVDA members. These participating parties and Activity Agreement Members in the geographic area of the Westside Coalition each signed a Special Project Agreement specifically to address water quality regulations, such as the Ag Waiver Program that has developed into the Irrigated Lands Regulatory Program. The Regional Water Quality Steering Committee currently meets jointly with the SJVDA Board of Directors. Because compliance with the Irrigated Lands Regulatory Program has become the principal activity of the SJVDA, the Board and the Steering Committee may at some point in the future be consolidated with the approval of Regional Water Quality Management Activity Agreement Members. There would be no significant change in the representation of Coalition members in such case.

Whether the third-party has binding agreements with any subsidiary group. The organizing structure of the Westside Coalition is described above and includes the binding agreement of the SJVDA and its member agencies to establish the Activity Agreement and of all members of the Westside Coalition to perform under the Special Project Agreement. The Westside Coalition will not rely on any subsidiary group to carry out any of its responsibilities, although it will leverage the relationships with growers, administrative practices and outreach of its member agencies to assist individual members with compliance.

Whether the third–party has a governance structure to allow member input. The Westside Coalition is organized as described above and expanded below. The SJVDA Board is comprised of representatives of the member districts, in most cases being actual farmers. In addition, all meetings are noticed under the Brown Act and open to individual Members and to the public and provide a means of direct input by individual members regulated by the new General Order. This is in addition to the policy and practice of maintaining open communication lines between the Watershed Coordinator and SJVDA staff and such individual Members.

Requirements under Section IV.C. of the Order. Section IV.C. of the General Order lists requirements for the third-party group. Below are these requirements (*in italics*) and qualifications of the Westside Coalition to fulfill these requirements:

1. *Provide the Central Valley Water Board documentation of its organizational or management structure. The documentation shall identify persons responsible for ensuring that program requirements are fulfilled. The documentation shall be made readily available to Members.*

The following describes the organization structure of the San Joaquin Valley Drainage Authority and the Regional Water Quality Management Steering Committee.

San Joaquin Valley Drainage Authority General Membership

The San Joaquin Valley Drainage Joint Powers Authority (SJVDA) was formed on January 1, 1999. The SJVDA was formed to provide a forum for public agencies to participate in coordinated drainage activities, such as the need to have a master drainage plan to address salt balance for irrigated agricultural lands within the San Joaquin Valley. This is the General Fund for the San Joaquin Valley Drainage Authority for general membership. Over the years and as issues have evolved, several initial members have withdrawn, and currently the JPA is comprised only of agencies that also participate in the Regional Water Quality Management Activity, further described below.

Each of the members in the Drainage Authority is a public entity empowered to provide water service to lands within their boundaries, provide drainage service, coordinate the operation and

maintenance of works and facilities, and provide for the distribution and use of water for irrigation and drainage.

Administration
The Drainage Authority has contracted with the San Luis & Delta-Mendota Water Authority to provide the administrative functions of the Drainage Authority. The administrative cost of the Drainage Authority is reimbursable to the Water Authority on a monthly basis.

Accounting and Audit
The San Joaquin Valley Drainage Authority has been set up as a separate accounting entity and is audited separately as a distinct entity.

Regional Water Quality Management

This is a special activity within the Drainage Authority. The activities are directed by the Regional Water Quality Management Steering Committee (RWQMSC). The Regional Water Quality Management activity agreement was entered into on January 1, 2001 for the purpose of providing an entity to consider and coordinate water quality issues related to agricultural drainage on a regional basis and/or subset of the members of the Drainage Authority within certain boundaries. Under this fund are special projects as follows such as the Irrigated Lands Regulatory Program and CVSalts.

Irrigated Lands Regulatory Program
This is a special project managed by the RWQMSC. One of the purposes is to allow formation of the Westside San Joaquin River Watershed Coalition to provide the means for farmers to comply with the Irrigated Lands Regulatory Program. Funding for this project comes from participating members and watershed coalition participants who have executed Memoranda of Understanding in order to participate under the umbrella of the watershed coalition.

The members of the Board of Directors of the San Valley Drainage Authority and the Regional Water Quality Management Steering Committee are appointed by the member districts.

The current members on the SJVDA Board of Directors and the RWQMSC are as follows:

BOARD OF DIRECTORS

Del Puerto Water District
Earl Perez, Director
John Hansen, Alternate

Pacheco Water District
Vacant, Director
Dennis Falaschi, Alternate

Panoche Drainage District
John Bennett
Dennis Falaschi, Alternate

Patterson Irrigation District
Dan Robinson, Director/
Vice Chairman
Peter Rietkerk, Alternate

San Luis Water District
Martin McIntyre, Director
Tom Teixeira, Alternate

Tranquillity Irrigation District
Jerry Salvador, Director Alternate
Danny Wade, Alternate

Twin Oaks Irrigation District
Dan Roberts, Director
Antonio Martinez, Alternate

West Stanislaus Irrigation District
Bobby Pierce, Director
Lee Deldon, Alternate

San Joaquin River Exchange
Contractors Water Authority
Vacant, Director
Jeff Bryant, Alternate & Secretary

REGIONAL WATER QUALITY MANAGEMENT STEERING COMMITTEE

Del Puerto Water District
John Hansen, Committee Chairman & Member
Vacant, Alternate

SJRECWA
(Exchange Contractors)
V*acant*, Committee Member
Jeff Bryant, Alternate

Pacheco Water District
Vacant, Member
Dennis Falaschi, Alternate

San Luis Water District
Martin McIntyre, Member
Tom Teixeira, Alternate

Panoche Drainage District
Dennis Falaschi, Member
Suzanne Redfern, Alternate

Tranquillity Irrigation District
Jerry Salvador, Member
Danny Wade, Alternate

Patterson Irrigation District
Peter Rietkerk, Member
Dan Robinson, Alternate

Twin Oaks Irrigation District
Dan Roberts, Member
Antonio Martinez, Alternate

West Stanislaus Irrigation District
Bobby Pierce, Member
Vacant, Alternate

The current organizational chart for the Westside Coalition is below:

Westside San Joaquin River Watershed Coalition Organizational Chart

Description	Responsibilities	Membership/Person
Program Direction and Oversight:		
San Joaquin Valley Drainage Authority	JPA serves as umbrella organization; Board of Directors adopts budgets/takes actions re Westside Coalition as recommended by Steering Committee	Designated representatives from districts
Regional Water Quality Management Steering Committee	Provide oversight and direction, recommend actions realted to Westside Coalition to the SJVDA Board	Designated representatives from districts and individual members
Staffing:		
Watershed Coordinator	Responsible for overall management of program. Responsible for field activities including monitoring, field QAPP, implementation and monitoring of BMP projects and outreach. Make sure all data is collected and analyzed in accordance with the Quality Assurance Project Plan, manage database of monitoring results. Responsible for all data analysis and reporting requirements	Joe McGahan-Summers Engineering, Consultant employed by the RWQMSC
Legal and regulatory services	Provided by ongoing adivisors to the SJVDA	Diane Rathmann, Linneman Law Firm and David Cory, Consultant
Field Monitoring	Collection of field samples and coordinate delivery to laboratories	Employee of member district, currenlty Central California Irrigation District in south and Del Puerto Water District in north
Field Outreach and BMP recommendations	Through Watershed Coordinator and consultants	Summers Engineering or CURES
Administrative requirements	Billing, financial reports, membership dues collection and payment of bills	by San Luis & Delta-Mendota Water Authority staff assigned to perform SJVDA administrative tasks
Laboratory Analysis	Perform analytical work under contract with SJVDA	Currently Pacific Eco-risk with subcontracts to Caltest and APPL labs

2. *Prepare annual summaries of expenditures of fees and revenue used to comply with this Order. The summaries shall be provided to or made readily available to Members.*

An annual budget is prepared for approval of the SJVDA upon recommendation of the RWQMSC. The budget sets forth the individual line items of work necessary to operate the Westside Coalition and calculates the annual membership dues based on acreage of members. The budget is provided to all member agencies of the SJVDA and members who enroll as individuals. All budgets are adopted at open public meetings and available to members.

3. *If the third-party group receives a notice of violation (NOV) from the Central Valley Water Board, the third-party must provide to Members in the area addressed by the*

NOV appropriate information regarding the reason(s) for the violation. The notification must be provided to all Members within the area affected by the NOV within thirty (30) days of receiving the NOV from the board. The third-party group must provide confirmation to the board of each notification. A summary of all notices of violation received by the third-party group must be provided to all Members annually. The annual NOV summary may be part of a written or electronic communication to Members.

The Westside Coalition agrees that it will mail or email correspondence to all members within the area affected by the NOV within 30 days of receiving an NOV from the Regional Board.

4. *Develop and implement plans to track and evaluate the effectiveness of water quality management practices, pursuant to approved Surface Water Quality Management Plans and Groundwater Quality Management Plans.*

The Westside Coalition has developed and implemented surface water management plans since 2008. The 2008 plan was a General Approach describing all areas within the coalition and setting forth a schedule for focused management plans to be implemented in specific watershed. As of this date four focused plans have been approved and are being implemented. Components of the focused management plans have included surveys of growers to identify cropping and current practices (100% return rate); identification of management practices; and constituent specific monitoring. The focused plans have led to a stakeholder group within the Ingram Hospital watershed initially funded by the local Resource Conservation District and the Westside Coalition. The Westside Coalition will continue to implement existing and future management plans. Under the groundwater program the Westside Coalition will develop the groundwater management plans as required through the Groundwater Assessment Report and the Management Practices Evaluation Program.

5. *Provide timely and complete submittal of any plans or reports required by this Order.*

The Westside Coalition has been representing members within this region under the previous orders since 2003 and has demonstrated submittal of timely, complete and technically sound plans and reports as required under the program. The Westside Coalition through consultants will be responsible for the reporting requirements of Attachment B of the General Order including:

a. Monitoring Plan Update (surface water)
b. Groundwater Assessment Report (groundwater)
c. Management Practice evaluation Program Reports (groundwater)
d. Third Party Monitoring Reports
    i. Semi-annual monitoring report
    ii. Submittal of surface water monitoring results
    iii. Annual groundwater monitoring results
    iv. Surface water exceedance reports
e. Templates
f. Sediment Discharge and Erosion Assessment Report
g. Quality Assurance Project Plan

6. *Conduct required water quality monitoring and assessments in conformance with quality assurance/quality control requirements.*

The Westside Coalition will continue to provide water quality monitoring and assessments using consultants and district representatives to perform monitoring. Monitoring reports have continued to be provided in accordance with the Quality Assurance Project Plan and have been submitted in a timely manner and assessed as complete. The Westside Coalition will continue to use existing

and new consultants to perform the requirements of the new program including the new groundwater components.

7. *Within 30 days of receiving an NOA from the Central Valley Water Board (as described in section VIII.A), inform Members of this Order's requirements by providing a notice of the deadline and process required to complete the Notice of Confirmation and Farm Evaluation template.*

Within 30 days of receiving an NOA the Westside Coalition will provide the General Order requirements and describe the confirmation process to members. The Westside Coalition will timely provide the necessary membership forms to new members requesting to join prior to the June 30, 2014 deadline for new-member sign-ups. New membership will be included in the July 31, 2014 membership list update. Confirmation from members will be compiled in the Westside Coalition membership database.

8. *Conduct education and outreach activities to inform Members of program requirements and water quality problems, including accidences of water quality objectives or degradation of water quality, identified by the third-party or Central Valley Water Board. The third-party shall:*

    a. *Maintain attendance lists for third-party outreach events, provide Members with information on water quality management practices that will address water quality problems and minimize the discharge of wastes from irrigated lands, and provide informational materials on potential environmental impacts of water quality management practices to the extent known by the third-party group.*

    b. *Provide an annual summary of education and outreach activities to the Central Valley Water Board. The annual summary shall include copies of the educational and management practice information provided to the growers. The annual summary must report the total number of growers who attended the outreach events and describe how growers could obtain copies of the materials presented at these events.*

The Westside Coalition performs education and outreach to growers through regular meetings, through stakeholder groups like the current Ingram/Hospital stakeholder group, through district organized farmer meetings, through surveys utilized under management plans and individual on-farm meetings. The Westside Coalition works with CURES and other resource agencies to develop outreach and education materials. The Westside Coalition will document attendance at these meetings. The Westside Coalition will develop a website to provide information about the coalition including notice of meetings, monitoring results, recommended management practices, meeting agendas and handout materials. The Westside Coalition will provide a summary of outreach/education meetings in its semi-annual monitoring reports meeting requirements of the General Order.

9. *Work cooperatively with the Central Valley Water Board to ensure that all Members are providing required information and taking necessary steps to address exceedances or degradation identified by the third-party or board. As part of the Membership List submittal, identify the growers known by the third-party who have: (1) failed to implement improved water quality management practices within the timeframe specified by an applicable SQMP/GQMP; (2) failed to respond to an information request from the third-party associated with any applicable SQMP/GQMP or other provisions of this Order; (3) failed to participate as requested in third-party studies for which the third-party is the lead; (4) failed to provide confirmation of*

participation in an outreach event (per section IV.B.4 of this Order); or (5) otherwise failed to maintain good standing of their membership in the third-party group.

The Westside Coalition has a history of working closely with the Regional Board. The Westside Coalition will include the information required in (1) through (5) above in the July 31 membership submittal.

10. *Ensure that any activities conducted on behalf of the third-party by other groups meet the requirements of this Order. The third-party is responsible for any activities conducted on its behalf.*

The Westside Coalition utilizes consultants to perform the work of implementation of the new order. These consultants include Summers Engineering and CURES. The Westside does not use other third party groups at this time to conduct any activities on its behalf. It that should occur the Westside Coalition would take responsibility for its actions.

11. *Collect any fees from Members required by the State Water Board pursuant to the fee schedule contained in Title 23 CCR. Such fees shall then be submitted to the State Water Board. The fees invoiced by the State Water Board will be based on the Membership List submitted by the third-party group. The third-party group is responsible for management of fee collection and payment of the State Water Board fees.*

The Westside Coalition collects fees from its members either through member agencies who charge their individual members and submit the necessary membership dues to the Westside Coalition or from individual members that are billed directly. The Westside Coalition has submitted to the State all fees as required and will continue to do so.

We look forward to working with the Central Valley Water Board. This is a significant new program and will take concerted effort and cooperation to make it a success.

Very truly yours,

Earl Perez, Chairman
San Joaquin Valley Drainage Authority

John Hansen, Chairman
Regional Water Quality Management Activity Steering Committee

Attachments

- San Joaquin Valley Drainage Authority Joint Powers Agreement with Schedule 1

- San Joaquin Valley Drainage Authority Activity Agreement for Regional Water Quality Management with Exhibit A – Participation Percentages and Exhibit B – Special Project Agreement Form

- Memorandum of Understanding regarding San Joaquin Valley Drainage Authority Activity Agreement for Regional Water Quality Management for participation by non-SJVDA members

- San Joaquin Valley Drainage Authority Regional Water Quality Activity Agreement Special Project Agreement – Westside Watershed Coalition

SAN JOAQUIN VALLEY DRAINAGE AUTHORITY
JOINT POWERS AGREEMENT

This San Joaquin Valley Drainage Authority Joint Powers Agreement, (hereinafter "Agreement") dated January 1, 1999, by and is among the parties hereto.

WHEREAS, the State of California, the United States and local agencies have long acknowledged the need for a master drainage plan to address the need for salt balance for irrigated agricultural lands within the San Joaquin Valley; and

WHEREAS, joint state-federal efforts to provide a San Joaquin Valley master drain culminated in requirements of the federal San Luis Act that such a drain be constructed to serve lands within the San Luis Unit and adjacent areas, which Drain has not been completed; and

WHEREAS, the most recent of a long series of drainage studies was the joint federal-state San Joaquin Valley Drainage Program, Final Report, dated September, 1990, which does not adequately address the need for long-term drainage solutions and did not consider the broadest range of alternatives; and

WHEREAS, neither the state nor federal government is at present aggressively pursuing long-term, comprehensive drainage solutions, and comprehensive long-term, and ongoing efforts of local agencies to resolve complex drainage issues have generally not been coordinated; and

WHEREAS, each of the parties to this agreement is either a mutual water company or a public entity empowered, among other powers, to provide water service or administer water service operations to lands within their boundaries and/or to provide drainage service or administer drainage service operations to lands within their

boundaries; to operate and maintain or to coordinate the operation and maintenance of works and facilities for the development, distribution and use of water for irrigation and for any drainage or reclamation works connected therewith or incidental thereto; to contract with the United States, the State and other public agencies and mutual water companies, for such purposes; and

WHEREAS, each of the parties to this Agreement desires to create a joint exercise of powers agency to exercise powers common to each of the parties to facilitate the coordinated development of long-term drainage solutions, to maintain to the maximum extent possible the viability of irrigated agriculture in the San Joaquin Valley.

NOW, THEREFORE, IT IS AGREED as follows:

Section 1. Recitals: Each of the foregoing recitals is true and correct and is incorporated herein by this reference.

Section 2. Definitions. For the purpose of this Agreement, the meaning of the terms hereinafter set forth shall be the following:

2.1. "Activity Agreement" means an agreement between and among the Authority and any of its Members or other entities (including associate members) to provide for sharing in the cost and benefits of any authorized activity of the Authority.

2.2. "Agreement" means this Agreement creating the San Joaquin Valley Drainage Authority.

2.3. "Authority" OR "SJVDA" means the San Joaquin Valley Drainage Authority created by this Agreement.

2.4. "Board" or "Board of Directors" means the governing body of the Authority as established in this Agreement.

2.5. "Budget" means the approved budget of the Authority.

2.6. "Director" or "Directors" means a duly appointed member or

members of the Board of Directors.

2.7. "Drainage Facility" or "Drainage Facilities" means any works financed, constructed, acquired, repaired, rehabilitated, operated or maintained by the Authority, including without limitation drainage works, conduits, ditches, canals, pipelines, storage ponds or reservoirs, tanks, pumping plants, treatment plants, hydroelectric generation, co-generation and transmission facilities, buildings and other structures used for the collection, diversion, pumping, conveyance, control, storage, treatment or management of agricultural drainage waters by the Authority.

2.8. "Fiscal Year" means January 1 through December 31 of each calendar year, or such other period as the Board of Directors shall determine.

2.9. "Member" or "Members" means one or more of the parties that become a signatory to this Agreement, accepting the rights, responsibilities and obligations of the Authority hereunder, including any party executing an addendum of the original Agreement as hereinafter provided.

2.10 "Special Activities" means activities which are consistent with the purposes set out in Sections 1 and 4, as well as which exercise of common powers under Section 4 hereof, and which are entered into by fewer than all the Members of the Authority pursuant to an Activity Agreement.

Section 3. Boundaries of the Authority. The geographic boundaries of the Authority shall be coextensive with those of the Members.

Section 4. Purpose of the Agreement; Powers to Be Exercised. The purpose of this Agreement is to jointly exercise some or all of the powers common to the Members, as appropriate, with the goal of investigating, identifying, planning, developing, financing and implementing, either alone or together with the State of

California and/or the United States, feasible regional long-term solutions to drainage issues affecting irrigated agricultural lands in the San Joaquin Valley of the State of California, and for the exercise of such additional powers as may be authorized by law in the manner hereinafter set forth. For purposes of this Agreement "feasible" shall mean capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.

The Authority as a whole, or the Authority acting with and on behalf of those Members who elect to participate in a particular Activity Agreement pursuant to Section 7.1 of the Agreement, shall have the power in its own name to do any of the following:

4.1. To exercise the common powers of its Members to finance, develop, construct, rehabilitate, repair, operate and maintain Drainage Facilities.

4.2. To exercise the common powers of its Members in investigating, identifying, planning, developing, financing and implementing a feasible plan for providing long-term drainage services to lands within the boundaries of the Members.

4.3. To exercise the common powers of its Members to develop, collect, provide and disseminate to the Members, and others, including but not limited to legislative, administrative and judicial bodies, as well as the public generally, information on water development, conservation, distribution, utilization and drainage and problems incidental thereto affecting the Members, to preserve and protect the statutory and contractual rights of the Members and to take such other actions as are incidental, necessary and convenient to such purposes.

4.4. To exercise the common powers of its Members to participate in any proceedings held by any legislative, quasi-legislative, judicial or quasi-judicial body relating to agricultural drainage waters or the discharge thereof, including but not limited

to the establishment of water quality objectives for agricultural drainage waters or for waters into which such drainage is discharged, and all other activities necessary or convenient to maximize the ability of the Members to meet the requirements of agricultural drainage issues before the RWQCB and the SWRCB.

4.5 To enter into a Memorandum of Understanding with the SWRCB and the United States, Department of the Interior, Bureau of Reclamation, for Preparation of Environmental Impact Report and/or Environmental Impact Statement and for Reimbursement of Staff Costs Pursuant to SWRCB Resolution No. 96-029.

4.6. To Develop guidelines, rules or regulations required to implement the purposes contemplated by this Agreement and any program developed hereunder.

4.7. To enter into contracts with private or public agencies, including but not limited to contracts with individual parties to this Agreement, with the United States, with the State of California, with any county, or with any agency of the State or Federal Government.

4.8. To make and enter contracts necessary to the full exercise of its powers.

4.9. To contract for any services necessary for the implementation or administration of this Agreement, including without limitation, the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to employ such other persons as it deems necessary.

4.10. To enter into agreements with the United States of America, the State of California or any other public or private entity for the provision of all or a portion of the local contribution which may be required for the construction, operation or maintenance of any Drainage Facilities.

4.11. To acquire, by eminent domain or otherwise, and to hold and dispose of property necessary to the full exercise of its powers.

4.12. To incur debts, liabilities or obligations subject to limitations herein set forth.

4.13. To issue bonds, notes and other indebtedness, and to enter into leases, installment sale and installment purchase contracts, all as hereinafter provided.

4.14. To sue and be sued in its own name.

4.15. To apply for, accept and receive state, federal or local licenses, permits, grants, loans or other aid from any agency of the United States of America, the State of California or other public or private entity necessary for the Authority's full exercise of its powers.

4.16. To perform all acts necessary or proper to carry out fully the purposes of this Agreement.

4.17. To the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided under the law applicable to Broadview Water District.

Section 5. Organization:

5.1. Membership. The Members of the Authority shall be each entity which has executed or hereafter shall execute this Agreement, or any addenda, amendment or supplement thereto and which has not, pursuant to the provisions hereof, withdrawn therefrom. The Members of the Authority may be public entities, mutual water companies, and/or joint powers authorities (which may have public entities and/or mutual water companies as members).

5.2. Associate Members. Other non-public entities which have the authority to exercise all or a substantial portion of the powers set forth in Section 4, may become Associate Members of the Authority. The terms and conditions of such associate

membership shall be set forth in an agreement between the Authority and the associate member.

5.3. Governing Body. The business of the Authority shall be conducted by a Board of Directors. The Board shall consist of one Director appointed by each Member, who shall be a member of the governing board of that Member at the time of appointment and at all times while serving as a Director of the Authority. If any Member of the Authority is a joint powers agency: 1) such Member may appoint a member of the governing body of one of its member entities to serve as Director of the Authority, in lieu of appointing a member of its own governing body; and 2) such Appointee must remain a member of the governing body of the member entity at all times while serving as a Director of the Authority. Each Member shall also be entitled to appoint one Alternate Director, who may be the general manager or other employee of the Member which appointed him or her, or a consultant or a member of the governing body of the Member. If any Member of the Authority is a joint powers agency, such Member may appoint as Alternate Director of the Authority an individual who serves as general manager, employee, consultant, or member of the governing body of either such joint powers agency or one of its member entities. Each Director and an Alternate Director shall be appointed by action of the governing body of the Member, and such appointment shall be effective upon the appointment date as communicated in writing to the Authority. Each Director/Alternate Director shall serve on the Board from the date of appointment by the governing body of the Member he/she represents at the pleasure of such governing body. Except as set forth herein, an Alternate shall assume all rights of the Director, representing the appointing Member and shall have the authority to act in the absence of the Director or in the event that a Director has a conflict of interest which

precludes participation by the Director in any decision-making process of the Board of Directors.

5.3.1. Vacancies in the Office of Director. A vacancy in the office of Director or Alternate Director shall be filled in the same manner as is provided for herein for the appointment of Directors or Alternate Directors.

5.3.2. Compensation of Directors. A Director may receive such compensation from the Authority for services as may from time to time be established by the Board. In addition, a Director may be reimbursed for expenses incurred by such Director in the conduct of the Authority's business.

5.4 Principal Office. The principal office of the Authority shall be established by the Board. The Board is hereby granted full power and authority to change its principal office from one location to another so long as said location is consistent with the requirements of, or authorized exceptions to the requirements of, the Ralph M. Brown Act.

5.5 Meetings. The Board shall meet at the Authority's principal office or at such other place as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board; a copy of such resolution shall be furnished to each Member. Regular, adjourned and special meetings shall be called and held in the manner as provided in Chapter 9, Division 2, Title 5 of the Government Code of the State of California, the "Brown Act" (com-mencing at Section 54950), as amended.

5.6 Quorum and Voting. Directors representing at least a majority of the Board shall constitute a quorum for the purposes of transacting the Authority's business. In the absence of a Director, the Alternate Director who has been appointed by that same Member to this Agreement shall be counted toward establishing a quorum. Except as otherwise provided herein or by law, all decisions of the Board must be taken

by a majority vote of the total authorized number of Directors; provided, that the Authority shall not endorse or financially support any legislation, initiate litigation or participate in administrative or other similar proceedings except upon a unanimous vote of all Directors. Each Director shall have one (1) vote. In the absence of a Director or in the event a Director has disqualified himself due to conflict of interest, then such Director's vote may be cast by that Director's Alternate Director.

5.7 Powers and Limitations Thereon. All the power and authority of the Authority will be exercised by the Board, subject however, to the rights reserved by the Members as herein set forth; provided, however, that the Board may delegate such powers and authority to the Executive Director or to any officer of the Authority as the Board may determine by motion, resolution or order, provided, that to the extent unanimous approval of all Directors is required for the exercise of a power or authority, the delegation of such power or authority also shall require unanimous approval. The Board may also delegate such powers and authority to advisory committees or subcommittees as the Board may determine by motion, resolution, or order in accordance with Section 5.13.

5.8. Minutes. The Secretary of the Authority shall cause to be kept minutes of all meetings of the Board, and shall cause a copy of the minutes to be forwarded to each Director and to each of the Members and Associate Members hereto, provided that the Board shall not be required to keep or circulate minutes of closed sessions duly noticed and held pursuant to the Ralph M. Brown Act.

5.9. Rules. The Board may adopt from time to time such bylaws, rules and regulations for the conduct of its affairs as may be required.

5.10. Vote or Assent of Members. The vote, assent, or approval of the

Members in any matter requiring such vote, assent or approval hereunder, shall be evidenced by a certified copy of the resolution of the governing board of such Member filed with the Authority.

5.11. Officers. The Board of Directors shall choose one of its members to serve as Chairman, who shall act as presiding officer at meetings of the Board of Directors, and a Vice-Chairman, who shall act as presiding officer in the absence or disqualification of the Chairman. There also shall be selected a Secretary, who may, but need not be, a member of the Board of Directors.

There shall be appointed a Treasurer/Auditor who shall be an officer or employee of the Authority, who shall be the depository and have custody of all of the Authority's funds and who shall contract for an annual independent audit as required by Government Code Section 6505.6. The Treasurer/Auditor shall
draw warrants and pay demands against the Authority when such demands have been approved by the Board, and, along with such additional persons as the Board may designate from time to time who have charge of or access to Authority property, shall file an official bond as required by the Government Code, in an amount to be fixed by the Board of Directors. All officers shall remain in office at the pleasure of the Board of Directors, or for such regular term of office as may be fixed by the Board of Directors by motion, resolution or order from time to time.

5.11.1. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules which apply to the activity of officers, agents, or employees of any of the Members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Board shall be deemed by reason of their employment by the Board to be employed by any of the Members or by reason of their

employment by the Board to be subject to any of the requirements of such Members.

5.12. Executive Director. The Executive Director of the Authority shall be the chief administrative officer of the Authority, shall serve at the pleasure of the Board of Directors, and shall be responsible to the Board for the proper and efficient administration of the Authority as is or hereafter may be placed in his charge, or under his jurisdiction or control, pursuant to the provisions of this Agreement, or of any motion, resolution or order of the Board.

5.12.1. In addition to other powers and duties herein provided and notwithstanding Section 5.7 hereof, the Executive Director shall have the power:

5.12.1.1. under policy direction of the Board, to plan, organize and direct all Authority activities;

5.12.1.2. to appoint and to remove all Authority employees, all of who shall serve pursuant to such terms and conditions as may be established by the Board or Executive Director, as appropriate, except as is otherwise provided by law or by this Agreement;

5.12.1.3. to authorize expenditures within the designations and limitations of the approved Budget; and

5.12.1.4. to execute contracts for and on behalf of the Authority to the extent such contracts entail expenditures within an approved Budget; and

5.12.1.5. to make recommendations to and to make requests of the Board concerning all of the matters and things which are to be performed, done or carried out by said Board.

5.12.2. In lieu of employing an Executive Director, the

Authority may contract with any Member or other public agency for the provision of Executive Director and related administrative or management services, so long as said contract designates a named individual to provide the functions of the Authority Executive Director pursuant to said contract.

5.13. Committees. The Board may appoint or may delegate to the Chairman or presiding Vice-Chairman, by motion, resolution or order, authority to appoint members of standing committees, ad hoc committees, or subcommittees established by the Board. All Authority committees shall make reports and/or recommendations to the Board, which shall be advisory in nature, until and unless the Board, by motion, resolution or order, authorizes a specific delegation of decision-making authority to a committee. Committee meetings shall be held in compliance with the Ralph M. Brown Act (Government Code Section 54950, et. seq.), when applicable. Committees, including Steering Committees, may also be established pursuant to the terms of an Activity Agreement estab- lished pursuant to this Agreement.

Committee Members serve at the request of and on behalf of the Authority in order to carry out the purposes of this Agreement, including but not limited to committee members appointed by the Chairman, members of Steering or other committees pursuant to an Activity Agreement authorized hereunder, and regardless of whether such committee member is a Director of the Authority, a volunteer of the Authority, a Director or employee of a Member, a committee member duly appointed by a Member, or a committee member duly appointed by a non-Member participating in an Activity Agreement.

Section 6. Planning Policy. In keeping with the purpose of this Agreement, the Members hereby authorize and direct the Board to undertake and/or participate in such studies and planning as necessary to provide for the purposes set forth in the Sections 1 and 4 hereof, as well as the exercise of the purposes and powers set forth in Section

4. The studies and planning shall consider the financing methods for such proposals, as well as the allocation of costs among the Parties.

Section 7. Activities Agreement. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an Activity Agreement. Thereafter, all assets, rights, benefits and obligations attributable to the Special Activity shall be assets, rights, benefits and obligations of those Members which have entered into the Activity Agreement. Any debts, liabilities, obligations or indebtedness of the Members who have executed a particular Special Activity shall be the debts, liabilities, obligations or indebtedness of such Members in accordance with the terms of the Activity Agreement and shall not be the debts, liabilities, obligations and indebtedness of those Members who have not executed the Activity Agreement with respect thereto.

BUDGETS AND PAYMENTS

Section 8. Budget. Within 90 days after the first meeting of the Board, and thereafter prior to the commencement of each fiscal year, the Board shall adopt a Budget for the Authority for the ensuing fiscal year.

Section 9. Contribution for Operating Expenses. Each Member shall make an initial contribution to pay operating expenses in an amount to be determined by the Board, and thereafter, contributions as determined by the Board as required to fund the Budget. Each Member's initial share of such contributions shall be determined on the basis of the acres requiring drainage located within or drained through such Member. The number of acres applicable to each Member is set forth in Schedule 1, which is attached hereto and incorporated herein. Schedule 1 including the basis for determining contribution percentages set forth therein may be amended from time to

time by unanimous vote of the Board of Directors; any such amendments shall be attached hereto and upon attachment shall become a part hereof, replacing and superseding the prior Schedule 1.

9.1. Contributions or advances of public funds and of personnel, supplies, equipment or property may be made to the Authority by any Member for any of the purposes of this Agreement, with the consent of the Authority. Any such advance may be made subject to repayment as agreed between the Member and the Authority.

9.2. All operating costs of the Authority shall be allocated among Members in accordance with agreements entered into by the Authority and Members and with policies established by the Authority consistent therewith, all to be set forth in a schedule to be attached to each budget. Only the Members who enter into an Activity Agreement shall be responsible for paying the costs of the Authority allocable to such agreements.

9.3. It is understood that the Board may arrange for the payment of the expenses of the Authority through some other source, including but not limited to state or federal grants or loans. The Authority may not assess a Member directly for the costs for the operation and maintenance of Drainage Facilities, for the payment of administrative expenses or for the satisfaction of any liabilities imposed against the Authority in connection with such grants or loans without such Member's consent as evidenced by an Administration Agreement, Activity Agreement, or other written consent.

9.4. In accordance with Government Code Section 6512.1, repayment or return to the Members of all or part of any contributions made by the Members may be directed by the Board at such time, and upon such terms as may be consistent with any indebtedness incurred by the Authority. The Authority shall hold title to all funds and property acquired by it during the term of this Agreement, unless an Activity

Agreement provides otherwise.

Section 10. Indebtedness. The Board shall have the power and authority to issue bonds, notes and other indebtedness, and to execute leases, installment sale contracts or installment purchase contracts for the purposes and in accordance with procedures and requirements as permitted by law.

Section 11. Accounting Procedures. Full books and accounts shall be maintained by the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Authority's Treasurer/Auditor shall comply strictly with requirements of the statute governing joint powers agencies, Chapter 5, Division 7, Title 1 of the Government Code Commencing at Section 6500.

Section 12. Audit. The records and the accounts of the Authority shall be audited annually and copies of such audit reports shall be filed with the State Controller and each Member within six months of the end of the fiscal year under examination.

Section 13. Authority Facilities. All Drainage Facilities constructed or acquired by the Authority shall be held in the name of the Authority for the benefit of the membership of the Authority in accordance with the terms of this Agreement, unless an Activity Agreement provides otherwise as to Drainage Facilities acquired under the terms of the Activity Agreement.

Section 14. Liabilities. The debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone and not of the Members to this Agreement, except as may otherwise be expressly set forth in a Activity Agreement or as provided in Section 9.4.

14.1. Agreed-Upon Share of Liability or Judgment for Damages. The

parties to this Agreement do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if Members of the Authority are, under such applicable law, held liable for the acts or omissions of the Authority in the performance of this Agreement, or caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, such Members shall be entitled to contribution from each of the other Members so that after said contribution each Member shall bear a share equal to its participation percentage in existence at the time the subject act or omission occurred.

Section 15. Liability of Board. Except as otherwise provided in this Agreement, the funds of the Authority shall be used to defend, indemnify and hold harmless the Authority and any Director and Alternate Director for actions taken within the scope of the authority of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide such coverage as is hereinabove set forth.

Section 16. Term: This Agreement shall take effect on the later of January 1, 1999 or the date it is executed by the second party to execute it. This Agreement shall remain in full force and effect until this Agreement is amended, rescinded or terminated.

Section 17. Rescission or Termination. This Agreement may be rescinded and the Authority terminated by unanimous written consent of the Members at any time prior to the expenditure of any funds by the Authority. This Agreement may be terminated, except during the outstanding term of any Authority indebtedness, by unanimous vote of the governing bodies of the Members. Nothing in this Agreement shall prevent the Members from entering into other joint exercise of power agreements.

Section 18. Disposition of Property Upon Termination. Upon termination of this Agreement, any surplus funds on hand shall be returned to the then Members in

proportion to the contributions made. The Board shall first offer any Drainage Facilities, rights and interests of the Authority for sale to the Members for good and adequate consideration. If no such sale is consummated, the Board shall offer such Drainage Facilities, rights and interests of the Authority for sale to any governmental agency, or other entity for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members in proportion to the contributions made. If no such sale is consummated, then the Drainage Facilities, rights and interests of the Authority shall be allocated to the Members in the same manner as the allocation of the net proceeds from a sale, unless otherwise agreed to by the Members.

Section 19. Withdrawal From Further Participation: A Member may unilaterally withdraw from this Agreement without requiring termination of this Agreement by giving written notice of such withdrawal to the Authority not less than 60 days prior to the withdrawal.

19.1. Such unilateral right of withdrawal is conditioned upon the withdrawing Member's payment or agreement to pay its share of all debts, liabilities and obligations of the Authority incurred prior to the effective date of such withdrawal, including debts, liabilities and obligations incurred under an Activity Agreement to which the withdrawing Member is signatory, but excluding debts, liabilities and obligations incurred by the Authority under any Activity Agreements for which the withdrawing Member is not responsible.

19.2. In the event that the withdrawing Member has any rights in any Drainage Facilities or obligations to the Authority, the Member cannot sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Authority. The Authority may not sell, lease, transfer

or use any rights of a Member who has withdrawn without first obtaining the written consent of the withdrawing Member.

19.3. As of the withdrawal date, all rights of participation in this Agreement shall cease for the withdrawing Member and the withdrawing Member shall within 30 days, pay all such withdrawing Member's financial obligations incurred prior to such withdrawal date pursuant to the terms of this Agreement. A withdrawing Member shall no longer have any rights to use the assets which have been acquired or developed by the Authority, unless the withdrawing Member enters into an agreement with the Authority allowing it to use these assets.

Section 20. Existence of Separate Legal Entity. Pursuant to the provisions of Section 6503.5 et seq. of the Government Code, the parties hereby create a separate legal entity which is to be known as the San Joaquin Valley Drainage Authority.

Section 21. Admissions of New Parties. Additional parties may become Members or Associate Members upon such terms and conditions as are determined by the Board of Directors of the Authority upon the unanimous vote of the Directors, by executing a counterpart signature page to this Agreement and providing the Authority written acknowledgment of any conditions for membership established by the Authority Board.

Section 22. Amendments:

22.1. This Agreement may be amended upon written approval of any amendment by a majority vote of the Members, except that any provision of this Agreement which requires a unanimous vote may be amended only by unanimous vote of the Members.

22.2. In the event the membership of the Authority shall reach twelve (12) Members, and prior to the admission of any additional Members, the Chairman shall direct the Executive Director to prepare and present to the Board a proposal for

reorganization of the Authority based upon at least the following modifications: a) The governing Board shall be comprised of representatives of groups of Members divided into zones based on

geographic area, or other equitable principles; b) general votes of the Board of Directors shall be based upon a majority vote of a quorum of Directors; and c) matters requiring a unanimous vote of all Directors under the original Agreement will require a super majority vote of 75% of all Directors. Before any additional Member shall be admitted, the Board shall either approve the Executive Director's proposal for reorganization, approve an alternate proposal for reorganization, or reject all reorganization proposals and determine to keep the original organizational structure of the Authority. Any action approving a reorganization must be taken by the unanimous vote of the Directors.

Section 23. Assignment; Binding on Successors: Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without the written consent of the governing boards of each of the Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the parties to this Agreement.

Section 24. Counterparts: This Agreement may be executed

by the parties to this Agreement in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument

Section 25. Choice of Law, Attorney Fees and Costs: This Agreement shall be governed by the laws of the State of California. Should litigation between the parties be initiated either to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

Section 26. Severability: If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the parties to this Agreement that the remainder of the Agreement shall not be affected thereby.

Section 27. 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 therefrom. ___

The undersigned parties consent to the terms of the Agreement set forth above.

_____ DISTRICT

By:_____ Date:

_____, President

Attest:

By:_____ Date:

_____, Secretary

SCHEDULE 1

MEMBER CONTRIBUTION SHARES

UPDATED MARCH 1, 2014

MEMBER	ACRES	GENERAL MEMBER CONTRIBUTION %
Del Puerto Water District	45,229	11.4
Pacheco Water District	4,975	1.3
Panoche Drainage District	44,000	11.1
Patterson Irrigation District	12,660	3.2
SJRECWA*	220,000	55.4
San Luis Water District	36,080	9.1
Tranquillity ID/Fresno Slough WD	11,850	3.0
Twin Oaks Irrigation District	2,400	.6
West Stanislaus Irrigation District	20,155	5.1
	397,349	100

*San Joaquin River Exchange Contractors Water Authority

As adopted by unanimous vote of the Board of Directors meeting on March 4, 2014.

SAN JOAQUIN VALLEY DRAINAGE AUTHORITY
ACTIVITY AGREEMENT FOR REGIONAL
WATER QUALITY MANAGEMENT

This Activity Agreement for Regional Water Quality Management is made effective as of January 1, 2001, by and among the San Joaquin Valley Drainage Authority, a joint powers agency of the State of California, and its members who execute this Agreement.

RECITALS

A. The parties to this Agreement, together with certain other local agencies have entered into a San Joaquin Valley Drainage Authority Joint Powers Agreement, dated as of January 1, 1999, by and among the parties indicated therein, for the purpose of exercising the common powers of the members, including those powers described in this Agreement.

B. The parties to this Agreement each are empowered, among other powers, to provide water service or administer water service operations to lands within their boundaries and/or to provide drainage service or administer drainage service operations to lands within their boundaries; to operate and maintain works and facilities for the development, distribution and use of water for irrigation and for any drainage or reclamation works connected therewith or incidental thereto; to contract with the United States, the State and other public agencies and mutual water companies, for such purposes.

C. Ongoing activities by the California Regional Water Quality Control Board, Central Valley Region ("Regional Board") and other agencies or private parties are likely to affect the manner and cost of managing agricultural drainage discharges, in particular as they may affect San Joaquin River water quality; such activities include, for example, Regional Board activities to develop Total Maximum Daily Loads for Salinity and Boron in the lower San

Joaquin River and to fix water quality objectives for Salinity and Boron at new locations; Regional Board activities to develop Total Maximum Daily Loads for Dissolved Oxygen in the San Joaquin River; Regional Board reconsideration of its waiver of the requirement for Waste Discharge Permits for agricultural return flows to the San Joaquin River; and Regional Board consideration of pesticides in the lower San Joaquin River.

D. The parties to the Activity Agreement are engaged in activities to address agricultural return flows or subsurface drainage and are or may become subject to the Regional Board activities described above.

E. The parties to the Activity Agreement recognize the regional nature of agricultural return flows and subsurface drainage and of the activities necessary to manage such drainage to deal with water quality in the San Joaquin River.

F. The parties to the Activity Agreement recognize the need for a forum and mechanism for cooperation and coordination among the members, including without limitation, in the sharing of information, resources, and costs for purposes of addressing water quality issues in the San Joaquin River and the regional management of agricultural return flows and subsurface drainage.

G. The parties to the Activity Agreement recognize that there are opportunities to cooperate in water quality and drainage management projects applicable to various sub-areas within the Activity Agreement membership and to obtain state or federal grants or low cost financing for purposes of implementing such projects.

AGREEMENT

NOW, THEREFORE, in consideration of the facts recited above and of the covenants, terms and conditions set forth herein, the parties agree as follows:

Section 1. Definitions:

a. "Activity Agreement Member(s)" shall mean a member or members of the Authority who are signatories to this Agreement.

b. "Activity Agreement" or "Agreement" shall mean this Activity Agreement for Regional Water Quality Management.

c. "Activity Agreement Expenses" shall mean Authority Operating Costs and expenses from an MOU or Administration Agreement that are allocable to Activity Agreement Members or Participating Agencies in conjunction with this Activity Agreement.

d. "Administration Agreement(s)" shall mean those certain agreements between the Authority and Activity Agreement Members for the undertaking of activities and sharing of costs and benefits pursuant to the JPA.

e. "Authority" shall mean the San Joaquin Valley Drainage Joint Powers Authority.

f. "Authority Operating Costs" shall mean the Authority rent and other occupancy charges, acquisition cost of office furniture and equipment, including telephone, telecopy, photocopy, cost of cars and other vehicles, insurance premiums, salaries and wages of employees including payments in connection with retirement programs and other benefit programs, fees of creditors, lawyers, engineers and other consultants, travel, telephone, telecopy and photocopy expenses and any other general administrative expenses.

g. "JPA" or "JPA Agreement" shall mean that certain San Joaquin Valley Drainage Authority Joint Powers Agreement effective January 1, 1999, establishing the Authority.

h. "Memorandum of Understanding" or "MOU" and its plural forms shall mean those certain agreements in the form approved by the Steering Committee between the Authority and local agencies or mutual water companies who are not Authority members.

i. "Participating Agency" or "Participating Agencies" shall mean a local water agency or agencies or a mutual water company or companies which are not Members of the Authority but which have agreed to participate in this Agreement as though they were Members, by execution of an MOU setting forth the terms of such participation; provided, neither the State Water Resources Control Board nor the Federal Bureau of Reclamation shall become Participating Parties in this Activity Agreement by virtue of signing an MOU with the Authority relating to long term drainage management solutions.

j. “Special Project Agreement” shall mean an agreement to join into an activity, for example, a study, joint employment of a consultant, a project to improve facilities, or any other type of activity, that is implemented to address water quality issues or regional drainage management pursuant to this Activity Agreement and that involves fewer than all the Activity Agreement Members.

k. “Special Project Expenses” shall mean costs and expenses allocable to Activity Agreement Members or Participating Agencies incurred pursuant to a Special Project Agreement, and shall also include Authority operating costs allocated to the Special Project Agreement.

l. "Special Project Participants" shall mean those Activity Agreement Members who execute Special Project Agreements.

Section 2. Purpose:

The purpose of this Agreement is to achieve the objectives stated in the Recitals above through the joint exercise of some or all of the common powers of the Activity Agreement Members described in the Recitals above, as appropriate.

The activities authorized to carry out the purposes of this Agreement shall specifically include, but shall not be limited to, the following:

a. Develop and share data and employ consultants as determined by the Steering Committee pursuant to authorized Budgets for purposes of participating in any regulatory or non-regulatory proceedings that address water quality issues in the San Joaquin River.

b. Fund Authority obligations carried out in furtherance of the purposes of this Activity Agreement.

c. Provide the mechanism for fewer than all Activity Agreement Members to participate in Special Projects to carry out water quality or regional drainage management projects, including through opportunities to obtain state or federal grants or low cost financing for purposes of implementing such projects.

d. Provide a forum and organization for such other and additional forms of cooperation, coordination and funding as may be necessary or convenient to the Activity Agreement Members in addressing water quality issues and/or regional drainage management.

Section 3. Organization:

a. Governing Body. The business of the Activity Agreement shall be conducted by a Steering Committee consisting of one member appointed by each Activity Agreement Member and each Participating Agency member. Members of the Steering Committee shall be appointed by action of the governing body of the Activity Agreement Members or Participating Agencies, and shall be effective upon the appointment date as communicated in writing to the Authority. Each member shall serve on the Steering Committee from the date of appointment by the governing body of the Activity Agreement Member or Participating Agency he/she represents at the pleasure of such governing body. In addition, the Executive Director and the Assistant Executive Director of the Authority shall serve as ex-officio members of the Steering Committee.

b. Meetings. The Chairman of the Steering Committee or, a majority of a quorum of the members of the Steering Committee, are authorized to call meetings of the Steering Committee as necessary and appropriate to conduct the business of the Activity Agreement. Attendance by a quorum of the members of the Steering Committee is required for a meeting. All such meetings shall be open to the public and subject to notice and location requirements as set forth in the Ralph M. Brown Act (Government Code Sections 54950 et seq.). Telephonic meetings or teleconference meetings or participation in meetings may take place in accordance with the Brown Act. Informational sessions may be conducted by fewer than a quorum of the Steering Committee Members to the extent permitted by the Brown Act.

c. Quorum and Voting. A majority of the then-appointed representatives constitutes a quorum of the Steering Committee. Each Steering Committee member shall have one (1) vote. All actions of the Steering Committee must be taken by unanimous vote of the members present, including votes required to approve Special Projects

entered into pursuant to this Agreement. Provided, that a Steering Committee member shall have two business days during which time a Steering Committee member may call for reconsideration, at a regular or special Authority meeting, of an action taken by the Steering Committee. The call for reconsideration shall be made by notifying the Executive Director in writing and specifying the reason for the call for reconsideration. The Executive Director, Assistant Executive Director and other employees of the Authority shall not be entitled to vote, nor shall they be counted towards a quorum.

d. Officers. The Steering Committee shall select from among its members a Chairman, who shall act as presiding officer, and a Vice Chairman, to serve in the absence of the Chairman. There also shall be selected a Secretary, who may, but need not be, a member of the Steering Committee. All elected officers shall remain in office at the pleasure of a majority vote of the Steering Committee.

e. Powers and Limitations Thereon. Subject to the direction of the governing bodies of the Activity Agreement Members and of the Authority, the Steering Committee shall undertake all actions necessary for carrying out the Activity Agreement, including but not limited to setting policy for the Activity Agreement; making budget recommendations in conjunction with the Executive Director and/or any staff person designated by the Executive Director; determining the basis for calculation of the participation percentages for each fiscal year, and the timing required for payments of obligations hereunder; employing consultants and otherwise authorizing expenditure of Activity Agreement funds within the parameters of the budget approved by the Authority; developing and implementing guidelines, rules and regulations; and such other actions as shall be reasonably necessary or convenient to carry out the purposes of the Activity Agreement.

Section 4. Budgetary Responsibilities:

The Activity Agreement Members shall have the authority and the obligation in cooperation with the Executive Director, or any staff member designated by the Executive Director, and the Steering Committee, to provide and approve a budget for the activities authorized by this Agreement, annually or more frequently as needed, for presentation to the Board of Directors of the Authority in accordance with the JPA Agreement. All budgets and amendments thereof which result in a budget increase shall be subject to the approval of the Authority Board of Directors. To initially fund the budget for this Agreement, for the period between the effective date and February 28, 2001, the Activity Agreement Members, together with all Participating Agencies, shall contribute their pro-rata share of a total of $5000.00, in accordance with Section 6 hereof.

Section 5. Authorization to Allocate Activity Agreement and Special Project Agreement Expenses:

a. Each Member of the Authority has entered into an Administration Agreement which authorizes an agreement by and among the Authority and any of its Members or other entities (including associate members) to provide for undertaking and sharing costs and benefits of any authorized activity of the Authority. Except as set out in Section 5 b below, the Authority and the Activity Agreement Members agree that all Activity Agreement Expenses incurred by the Authority under this Agreement are the costs of the Activity Agreement Members, and not of the Authority, and shall be paid by the Activity Agreement Members; provided, however, that this Section shall not preclude the Activity Agreement Members from accepting voluntary contributions from other members of the Authority or other interested parties, and applying such contributions to the purposes hereof. The Activity Agreement Members further agree to pay that

share of Authority Operating Costs allocated by the Board of Directors of the Authority to cover the cost to the Authority of administering this Activity Agreement. Each Participating Agency shall agree to pay its allocated share of Activity Agreement Expenses and Authority Operating Costs assigned to this Agreement pursuant to the MOU signed by such Participating Agency.

b. Members or Participating Agencies that sign Special Project Agreements agree that all Special Project Expenses incurred by the Authority under this Agreement for each such Special Project are the costs of the Special Project Participants, respectively, and not of the Authority or of the Activity Agreement Members not participating in the Special Project, and the Special Project Expenses shall be paid by the respective Special Project Participants.

Section 6. Participation Percentages:

Each Activity Agreement Member agrees to pay that share of costs for activities pursuant to this Agreement incurred on behalf of all of the Activity Agreement Members equal to such Member's participation percentage as established in this Section. The initial participation percentages of the Activity Agreement Members are set forth in Exhibit "A." These initial participation percentages are fixed for purposes of establishing responsibilities for start-up costs and other amounts contained in the approved budget through February 28, 2001. The participation percentages of each Activity Agreement Member may be modified by the Steering Committee from time to time, and Exhibit "A" shall be amended to reflect all such changes. Such amended Exhibit "A" shall, upon approval by the Steering Committee, be attached hereto and upon attachment, shall supersede all prior versions of Exhibit "A" without the requirement of an amendment of this Activity Agreement.

7. Special Project Agreements. Fewer than all of the Activity Agreement Members may enter into a Special Project Agreement to achieve any of the purposes or activities

authorized by this Agreement, and to share in the expenses and costs of such activity. Special Project Agreements must be in writing and may be documented by completion and execution of a form substantially similar to the form set out in Exhibit "B" to this Agreement.

Section 8. Source of Payments:

Each Activity Agreement Member agrees that it will fix rates, charges or assessments in connection with its water deliveries and/or use of its facilities for water deliveries and/or drainage facilities so that it will at all times have sufficient money to meet its obligations hereunder, under any Special Project Agreements it executes, and under the JPA Agreement. Each Activity Agreement Member hereby confirms that the Authority and other Activity Agreement Members are third party beneficiaries of such Activity Agreement Member's obligations under this Agreement and may take such actions in law or in equity as may be desirable to enforce payments hereunder.

Section 9. Term:

This Agreement shall take effect on the date it is executed by the Authority and be retroactive to January 1, 2001. This Agreement shall remain in full force and effect until this Agreement is amended, rescinded or terminated by the Authority and the Activity Agreement Members.

Section 10. Withdrawal From Further Participation:

To withdraw, an Activity Agreement Member shall give the Authority written notice of such withdrawal not less than 30 days prior to the withdrawal date. As of the withdrawal date, all rights of participation in this Agreement shall cease for the withdrawing member, and withdrawing member shall within 30 days, pay all such Activity Agreements

Member's financial obligations incurred prior to such withdrawal date pursuant to the terms of this Agreement.

Section 11. Admission of New Members:

Additional members and associate members of the Authority may become members of this Activity Agreement, and the Authority may execute one or more MOU's with additional Participating Agencies upon a majority vote of all the current Activity Agreement Members and Participating Agencies, and upon such conditions as are fixed by such existing Activity Agreement Members and Participating Agencies. Upon admission of a new member or execution of a new MOU the participation percentages shall be automatically recalculated to distribute such participation percentages among all Activity Agreement Members and Participating Agencies on a prorated basis.

Section 12. Form of Memoranda of Understanding:

The parties hereby agree that the Authority may enter into memoranda of understanding with agencies which are not members of the Authority for purposes of allowing their participation in this Activity Agreement. The form of memoranda of understanding to be utilized for each such participating agency shall be the form approved by the Steering Committee.

Section 13. Amendments:

This Agreement may be amended in writing by the parties hereto.

Section 14. Assignment; Binding on Successors:

Except as otherwise provided in this Agreement, the rights and duties of the Activity Agreement Member may not be assigned or delegated without the written consent of the Authority. Any attempt to assign or delegate such rights or duties in contravention of this

Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the Activity Agreement Members.

Section 15. Counterparts:

This Agreement may be executed by the Authority and the Activity Agreement Members in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 16. Choice of Law:

This Agreement shall be governed by the laws of the State of California.

Section 17. Severability:

If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Activity Agreement Members and the Authority that the remainder of the Agreement shall not be affected thereby.

Section 18. 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 therefrom.

SAN JOAQUIN VALLEY DRAINAGE AUTHORITY	ACTIVITY AGREEMENT MEMBERS
By: _____	By: _____
By: _____	By: _____
DATED:_____	DATED:_____

SAN JOAQUIN VALLEY DRAINAGE AUTHORITY EXHIBIT A
REGIONAL WATER QUALITY MANAGEMENT COST ALLOCATION
Participation Percentages
Updated March 1, 2014

	Participant	Acres	%
	Del Puerto Water District	45,229	11%
	Pacheco Water District	4,975	1%
	Panoche Drainage District	44,000	11%
	Patterson Irrigation District	12,660	3%
*	SJRECWA	220,000	55%
	San Luis Water District	36,080	9%
	Tranquility ID/Fresno Slough WD	11,850	3%
	Twin Oaks Irrigation District	2,400	1%
	West Stanislaus Irrigation District	20,155	5%
	Total	397,349	100%

* San Joaquin River Exchange Contractors Water Authority

EXHIBIT B

SAN JOAQUIN VALLEY DRAINAGE AUTHORITY
REGIONAL WATER QUALITY ACTIVITY AGREEMENT

SPECIAL PROJECT AGREEMENT

I Title. The title of this Special Project is

_____.

II Description. This Special Project consists of the following:

.

III CEQA Compliance. Compliance with the California Environmental Quality Act for this Special Project:

_____ Is required and will be conducted by _____ As Lead Agency.

Is not required because

IV. Participation. The Special Project Participants and the share of Special Project Expenses allocated to each are as follows:

_____ _____%

_____ _____ %

_____ _____%

_____ _____%

_____ _____%

MEMORANDUM OF UNDERSTANDING
REGARDING
SAN JOAQUIN VALLEY DRAINAGE AUTHORITY
ACTIVITY AGREEMENT FOR REGIONAL
WATER QUALITY MANAGEMENT

This Memorandum of Understanding ("MOU") is made and entered into by and among the San Joaquin Valley Drainage Authority, a joint powers agency of the State of California (the Drainage Authority) and _____ (Participating Agency/Participating Party).

RECITALS

A. The Drainage Authority and certain of its members have entered into that certain agreement effective as of January 1, 2001 entitled Activity Agreement for Regional Water Quality Management (RWQM Activity Agreement).

B. The Drainage Authority and the Participating Agency/Participating Party desire to enter into this MOU as the mechanism for the Participating Agency to take part in the activities of the RWQM Activity Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the facts recited above and of the covenants, terms and conditions set forth herein, the parties agree as follows:

GENERAL CONDITIONS

Section 1. Definitions:

a. "Activity Agreement" shall mean the Activity Agreement for Regional Water Quality Management, or "RWQM Activity Agreement," a copy of which is attached hereto

as Appendix 1.

b. "Activity Agreement Member(s)" shall mean a member or members of the Authority who are signatories to the RWQM Activity Agreement.

c. "Activity Agreement Expenses" shall mean Drainage Authority Operating Costs and expenses that are allocable to Activity Agreement Members or Participating Agencies/Participating Parties in conjunction with the RWQM Activity Agreement.

d. "Drainage Authority" shall mean the San Joaquin Valley Drainage Authority.

e. @Drainage Authority Operating Costs" shall mean the Drainage Authority rent and other occupancy charges, acquisition cost of office furniture and equipment, including telephone, telecopy, photocopy, cost of cars and other vehicles, insurance premiums, salaries and wages of employees or contractors= employees including payments in connection with retirement programs and other benefit programs, fees of creditors, lawyers, engineers and other consultants, travel, telephone, telecopy and photocopy expenses and any other general administrative expenses.

f "JPA" or "JPA Agreement" shall mean that certain San Joaquin Valley Drainage Authority Joint Powers Agreement effective January 1, 1999, establishing the Drainage Authority.

h. "Memorandum of Understanding" or "MOU@ shall mean this agreement.

i. "Participating Agency" shall mean a local water agency or a mutual

water company which is not a Member of the Drainage Authority but which has agreed to participate in some or all of the RWQM Activity Agreement water quality activities under the terms specified in this MOU, including any special conditions hereof.

j. "Participating Party" shall mean a private party, whether a legal entity or natural person(s), which has agreed to participate in some or all of the RWQM Activity Agreement water quality activities under the terms specified in this MOU, including any special conditions hereof.

k. ASpecial Project Agreement@ shall mean an agreement to undertake, and to share costs and benefits of, a specific activity, for example, a study, joint employment of a consultant, a project to improve facilities, coordinated participation in a regulatory program, or any other type of activity, that is implemented to address water quality issues or regional drainage management pursuant as authorized by the RWQM Activity.

l. ASpecial Project Expenses@ shall mean costs and expenses allocable to Activity Agreement Members or Participating Agencies/Participating Parties incurred pursuant to a Special Project Agreement, and shall also include Authority operating costs allocated to the Special Project Agreement.

m. ASpecial Project Participants@ shall mean those Activity Agreement Members and Participating Agencies/Participating Parties who execute Special Project Agreements.

Section 2. Purpose: The purpose of this MOU is to provide a mechanism for the participation of the Participating Agency/Participating Party with the Activity Agreement Members for the purposes described in the Activity Agreement and this MOU.

Section 3. Relationship to Activity Agreement:

a. The parties to this MOU hereby acknowledge and agree that the RWQM Activity Agreement, attached as Appendix 1, shall be organized and operated as set forth therein.

b.

1. If the signatory to this MOU is a Participating Agency, the Participating Agency hereby acknowledges and agrees that, except as its participation is expressly limited by its election to initial Special Conditions Section SC1 of this MOU, its relationship to the RWQM Activity Agreement Members shall be governed by the RWQM Activity Agreement as though the Participating Agency were a member, and the Participating Agency has the rights, duties, liabilities and obligations of a RWQM Activity Agreement Member.

2. If the signatory to this MOU is a Participating Party, the Participating Party acknowledges and agrees that it is required to initial Special Conditions Sections SC1 of this MOU and shall not be entitled to vote or to direct representation on the Steering Committee of the Regional Water Quality Activity Agreement; provided, that the Drainage Authority shall provide the Participating Party with notice of meetings and with the opportunity to participate without a vote at all Steering Committee meetings.

c. Authorization to Allocate Operating Costs: The Participating Agency agrees that all Activity Agreement Expenses are expenses of the Activity Agreement Members, the Participating Agency/Participating Party and any other Participating Agencies/Parties, and not of the

Drainage Authority. The Participating Agency, hereby agrees to pay its share of Activity Agreement Expenses and Special Project Expenses of any Special Projects in which the Participating Agency participates. If the participation of the Participating Agency/Participating Party is limited to a Special Project or Special Projects under the Special Conditions Section of this MOU, the Participating Agency/Participating Party shall pay any share of Activity Agreement Expenses allocated to the Special Project Agreement(s) in which it participates, but shall not be assigned a Participation Percentage under Section 3.d. of this MOU for other Activity Agreement Expenses.

d. Participation Percentages: The participation percentages of the RWQM Activity Agreement Members, of the Participating Agency and of any other Participating Agencies are set forth in Exhibit A to Appendix 1, the RWQM Activity Agreement. Exhibit A to Appendix 1 shall be amended to reflect participation of the Participating Agency, retroactive to the beginning of the current fiscal year, and may thereafter be amended by the Steering Committee from time to time. The share of Special Project Expenses allocated to the Participating Agency/Participating Party shall be as set forth in any Special Project Agreement executed by the Participating Agency/Participating Party.

e. Source of Payments: The Participating Agency/Participating Party agrees that it will at all times have sufficient money to meet its obligations hereunder and under any Special Project Agreement it executes. The Participating Agency/Participating Party hereby confirms that the Drainage Authority and Activity Agreement Members are third party beneficiaries of the Participating Agency's/Participating Party's obligations under this MOU and may take such actions in law or in equity as may be desirable to enforce payments hereunder.

Section 4. Term: This MOU shall take effect on the date it is executed by the Authority and be retroactive as to Activity Agreement Expenses and Special Project Expenses to the first day of the current Fiscal Year. This MOU shall remain in full force and effect until this Agreement is amended, rescinded or terminated by the parties, either voluntarily or involuntarily.

Section 5. Termination of this MOU.

a. Withdrawal from the MOU: This MOU shall terminate if the Participating Agency/Participating Party gives notice of withdrawal from the MOU.

b. Notice of Involuntary Termination: Should the Drainage Authority choose to terminate this MOU for cause, including but not limited to the failure of the Participating Agency/Participating Party to pay its Participation Percentage or any other allocated share of Activity Agreement Expenses or Special Project Expenses in a timely manner, then the Drainage Authority shall give the Participating Agency notice of such termination not less than 30 days prior to the termination date.

c. Automatic Termination: This MOU shall automatically terminate, without the need for notice from one party to the other, in the event and on the date a party that is a Participating Party becomes a member of the Drainage Authority and executes the RWQM Activity Agreement.

d. Indemnification: Upon voluntary or involuntary termination of this MOU, the Participating Agency/Participating Party shall, within 30 days after such termination date, pay all financial obligations incurred prior to such withdrawal or termination date pursuant to the terms of this MOU and the RWQM Activity Agreement.

Section 6. Amendments:

This Agreement may be amended in writing by the parties hereto.

Section 7. Assignment; Binding on Successors:

Except as otherwise provided in this Agreement, the rights and duties of the Participating Agency/Participating Party may not be assigned or delegated without the written consent of the Drainage Authority. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Drainage Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Drainage Authority and the Participating Agency/Participating Party.

Section 8. Counterparts:

This Agreement may be executed by the Authority and the Participating Agency/Participating Party in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 9. Choice of Law:

This Agreement shall be governed by the laws of the State of California.

Section 10. Severability:

If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Participating Agency/Participating Party and the Drainage Authority that the remainder of the Agreement shall

not be affected thereby.

Section 11. 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 therefrom.

SPECIAL CONDITIONS

Section SC1. Limited Participation. By initialing this paragraph, the Participating Agency/Participating Party elects to limit its participation in the Regional Water Quality Activity to a Special Project or Special Projects selected by the Participating Agency/Participating Party, and hereby agrees as follows:

Notwithstanding any other provision of this MOU, the Participating Agency/Participating Party is entering into this MOU for the limited purpose of participating in one or more specific Special Project Agreements. The Participating Agency/Participating Party shall pay its share of Special Project Expenses and shall carry out all other obligations set forth in the Special Project Agreement(s) to which the Participating Agency/Participating Party becomes a party, but shall not be assigned a Participation Percentage for purposes of the Activity Agreement and shall not be entitled to vote or to select a representative to the Steering Committee.

Initials _____/_____

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This MOU shall take effect on the date signed by the San Joaquin Valley Drainage Authority and shall be retroactive to the first day of the Drainage Authority's Fiscal Year during which it is executed.

SAN JOAQUIN VALLEY DRAINAGE AUTHORITY

By: _____

By: _____

DATE: _____

_____

PARTICIPATINGAGENCY/ PARTICIPATING PARTY

By: _____

By: _____

DATE: _____

Address: _____

_____

Phone: _____

County: _____

Assessor's Parcel Number: _____

Acreage: _____
(provide list if more than one parcel)

SAN JOAQUIN VALLEY DRAINAGE AUTHORITY
REGIONAL WATER QUALITY ACTIVITY AGREEMENT
SPECIAL PROJECT AGREEMENT – WESTSIDE WATERSHED COALITION

I Title. The title of this Special Project is The Westside San Joaquin River Watershed Coalition, sometimes shortened to "Westside Watershed Coalition."

II Description. This Special Project consists of the following: Regional coordination and administration of activities to improve water quality within the region and in the San Joaquin River, including activities to meet water quality regulations for discharges from irrigated lands, such as the Regional Water Quality Control Board's Conditional Waiver program, and such other water quality programs as may be agreed upon from time to time.

III CEQA Compliance. Compliance with the California Environmental Quality Act for this Special Project:

___ Is required and will be conducted by _____ as Lead Agency.

_X_ Is not required because the Regional Board has conducted CEQA for its Conditional Waiver Program; CEQA requirements for other activities or programs will be evaluated on a case-by-case basis.

IV Participation. The Special Project Participants are listed on Schedule 1, as amended from time to time.

V Special Project Expense Share. The Special Project Expense Share of each Special Project Participant shall be as fixed on the budget for the Westside Watershed Coalition, Schedule 2 to this Special Project Agreement, as amended from time to time. In addition, Project Participants agree, as a condition to participation, that they will fund any local share costs required to implement the Special Project. The Special Project Expense Share of each Special Project Participant is based upon total Special Project Expenses for the applicable budget period divided by the total of participating acres, multiplied by the number of total acres within the Special Project Participant, or upon such alternate methodology as the Participants select by agreement from time to time.

VI Participation Obligations. In addition to payment of its Special Project Expense Share, each Special Project Participant agrees to cooperate in implementing the Special Project for the acres represented by the Special Project Participant. Such cooperation will include providing information to the San Joaquin Valley Drainage Authority and implementing steps necessary for the Westside Watershed Coalition to meet the conditions of water quality regulatory programs undertaken by the Coalition.

V Term and Termination. This Special Project Agreement shall remain in effect for the duration of all water quality programs undertaken hereunder. Provided, that any Special Project Participant may withdraw at any time upon 30 days written notice, in which case the Special Project Participant will be liable for its Cost Share for expenses incurred prior to the date it gives notice of termination. Provided further, a Special Project Participant's failure to meet its

obligations hereunder shall be the basis for the Drainage Authority to terminate the Special Project Participant's participation for cause and to notify the appropriate state agency that the Special Project Participant is no longer participating.

VI Counterparts. The Special Project Participants may execute this Special Project Agreement separate counterpart originals, all of which shall comprise a single Agreement

Dated: _____ **Special Project Participant:** _____

By:

_____

By:

SAN JOAQUIN VALLEY DRAINAGE AUTHORITY
Regional Water Quality Activity Agreement
Special Project Agreement - Westside Watershed Coalition

Schedule 1 - List of Participants
Schedule 2 - Expenses
Updated March 1, 2014

	Acres	%	Total Annual Assessment
IRRIGATED LANDS REGULATORY PROGRAM			
Del Puerto Water District	40,029.00	10.5634%	$160,135.16
Lone Tree Mutual Water Company	12,360.00	3.2617%	$49,445.92
Oak Flat Irrigation District	2,702.00	0.7130%	$10,809.29
Patterson Irrigation District	10,677.64	2.8177%	$42,715.67
* SJRECWA	199,612.00	52.6761%	$798,543.56
San Luis Water District	37,172.00	9.8094%	$148,705.80
Stevinson Water District	3,809.00	1.0052%	$15,237.82
Tranquility ID/Fresno Slough WD	10,929.17	2.8841%	$43,721.91
Turner Island Water District	7,501.00	1.9795%	$30,007.59
Twin Oaks Irrigation District	2,724.00	0.7188%	$10,897.30
West Stanislaus Irrigation District	20,155.00	5.3188%	$80,629.65
White Lake Mutual Water Company	1,412.00	0.3726%	$5,648.68
Alberta Jr., Manuel ETAL	37.32	0.0098%	$161.30
Alves Family Trust	59.79	0.0158%	$251.19
Alves, Deolinda	34.92	0.0092%	$151.70
Anderson Road Ranches	100.00	0.0264%	$412.05
Arambel, Jeff	315.00	0.0831%	$1,272.15
B B Limited	1,025.35	0.2706%	$4,113.89
Ban, Anthony L. TRS ETAL	22.57	0.0060%	$102.29
Ban, John S. TR ETAL	30.00	0.0079%	$132.01
Barcellos, Arnold	149.00	0.0393%	$608.07
Bettencourt Family (in Blewett MWC)	106.00	0.0280%	$436.05
Bettencourt, Henry	78.91	0.0208%	$327.68
Bettencourt, Henry et al	222.76	0.0588%	$903.15
Bettencourt Limited Ptr.	180.00	0.0475%	$732.09
Blewitt Mutual Water Co.	10.54	0.0028%	$54.15
Bogetti, Angela	71.13	0.0188%	$296.55
Bogetti, Paulette	80.00	0.0211%	$332.04
Brenkwitz, Michael J	50.01	0.0132%	$212.06
Buehner, Kenneth & Lori Trust	3.40	0.0009%	$25.60
Burkhart Heirs	60.00	0.0158%	$252.03
Casey, John	63.00	0.0166%	$264.03
Cassinerio, Pete & Patti	35.50	0.0094%	$154.02
Cerutti Brothers Inc.	803.00	0.2119%	$3,224.38
City of Los Banos	243.00	0.0641%	$984.12
City of Patterson	183.50	0.0484%	$746.08
Coehlo, Cathrine et a	296.81	0.0783%	$1,199.38
Correia, Claudette K.	32.74	0.0086%	$142.98
DaRosa Family Trust	155.00	0.0409%	$632.07
Darryl, Dennis	1.00	0.0003%	$16.00
De Jager, Martin	179.00	0.0472%	$728.09
Delash, David J.	37.28	0.0098%	$161.14
Delgadillo, Elaine	40.00	0.0106%	$172.02
Delta Star Group Holdings	3.30	0.0009%	$25.20
Diablo Grande LP (World International)	40.00	0.0106%	$172.02
Donlon, Kevin H.	47.72	0.0126%	$202.90
Donlon, Shane & Mary Trust	103.16	0.0272%	$424.69
Drew, Charles & Cora L.	5.00	0.0013%	$32.00
Ferro, Rose Marie	57.60	0.0152%	$242.43
Fisk, William H.	406.00	0.1071%	$1,636.19
GC Farms, Inc	665.00	0.1755%	$2,672.32
Gasper & Nunes Ranches	52.34	0.0138%	$221.39
Gomes, Frank Dairy Partnership	331.20	0.0874%	$1,336.96
Gonsalves Farms	280.00	0.0739%	$1,132.14
Goubert, Jerry	166.00	0.0438%	$676.08
Granelli, John ETAL	10.00	0.0026%	$52.00
Herger, Mary K.	69.89	0.0184%	$291.59
Houk Inc.	208.51	0.0550%	$846.14
Houk Sisters	331.92	0.0876%	$1,339.84
Houk, D.R.	167.52	0.0442%	$682.16
Iyer, Lax	126.00	0.0333%	$516.06

SAN JOAQUIN VALLEY DRAINAGE AUTHORITY
Regional Water Quality Activity Agreement
Special Project Agreement - Westside Watershed Coalition

Schedule 1 - List of Participants
Schedule 2 - Expenses
Updated March 1, 2014

	Acres	%	Total Annual Assessment
IRRIGATED LANDS REGULATORY PROGRAM			
JM Enterprises	192.16	0.0507%	$780.73
Jorgensen Ranch	140.40	0.0371%	$573.67
Kolding, Edwin L.	0.00	0.0000%	$0.00
La Salvia, Steve; Smith, Nicola; Ebner, Antonic	38.00	0.0100%	$164.02
Lara, Fred & Theresa	172.00	0.0454%	$700.08
Lara, Richard	248.00	0.0654%	$1,004.12
Leroy, E. R. Trust	662.00	0.1747%	$2,660.32
LMT Investments LLC	197.00	0.0520%	$800.09
Lone Tree Creek Vineyards	129.60	0.03%	$530.46
Lopes, James W.	1,131.32	0.2985%	$4,537.82
Lopes, Tony L. Dairy LP	383.00	0.1011%	$1,544.18
Los Banos Abattoir Co.	81.00	0.0214%	$336.04
Mahaffey Family Ltd Partners	31.93	0.0084%	$139.74
Mahaffey, James Jr. Trust	11.33	0.0030%	$57.33
Mahaffey, Michael & Catherine	0.43	0.0001%	$13.72
Manuli, Marie; Manuli, Sandra; Manuli, Antonell	678.00	0.1789%	$2,724.32
Marciochi Brothers	74.00	0.0195%	$308.04
Meirinho, Tony & Mary	63.00	0.0166%	$264.03
Morris, John	127.04	0.0335%	$520.22
Morris, Manuel & Mary Trust	161.20	0.0425%	$656.88
Morris, Thomas & Deborah	161.22	0.0425%	$656.96
Neto, Barbara Trustee	165.00	0.0435%	$672.08
Neto Enterprises	6.90	0.0018%	$39.60
Neto, Mary Trust et al	3.00	0.0008%	$24.00
Newman Land Co.	1,637.00	0.4320%	$6,560.78
Nyman, Bradford & Kristi	68.37	0.0180%	$285.51
Oliveira, Tony	40.00	0.0106%	$172.02
Oosterkamp, Gary	126.00	0.0333%	$516.06
Ornellas Property	814.80	0.2150%	$3,271.59
Paramount Farming Company	7,128.97	1.8813%	$28,531.30
Patterson Unified School District	26.71	0.0070%	$118.85
Perez Farms	106.68	0.0282%	$438.77
Pires, Richard et al	61.30	0.0162%	$257.23
Raimondi, Dale ETAL	23.08	0.0061%	$104.33
Ramirez, Maria E. (J & M Farms)	1.10	0.0003%	$16.40
Redfern Ranches, Inc.	614.20	0.1621%	$2,469.10
Reed Leasing Group, Inc	7.00	0.0018%	$40.00
Rodick, Clarence L.	20.00	0.0053%	$92.01
Rodrick, Daniel L.	20.00	0.0053%	$92.01
Ruger, Chris	838.00	0.2211%	$3,364.40
Salinas, Karl	4.78	0.0013%	$31.12
Santos, Marion G.	111.00	0.0293%	$456.05
Saso, Michael & Salas, Frank	62.00	0.02%	$260.03
Silveira, Delwyn Edmund & Madeline M	22.52	0.0059%	$102.09
Stewart Orchards	67.00	0.0177%	$280.03
Stokman, John	140.00	0.0369%	$572.07
Storms, Sharon & Stidham, Josephine	218.30	0.0576%	$885.30
Tardif, Bruno & Shelly Marie	1.77	0.0005%	$19.08
Thompson, C.E. & Martha J. TRS	37.42	0.0099%	$161.70
Thompson, Charles	20.00	0.0053%	$92.01
Toscano, Ida	69.00	0.0182%	$288.03
Traina, William & Raquel	20.00	0.0053%	$92.01
Vaz, Everett	218.40	0.0576%	$885.70
Vierra, Davis et ux	5.18	0.0014%	$32.72
West Stanislaus Fire Protection District	1.08	0.0003%	$16.32
West Turner Island Land Owners	1,897.60	0.5008%	$7,603.31
Western Ag Commodities	425.00	0.1122%	$1,712.20
Wingsetter Ranch (Mickey Saso)	143.00	0.0377%	$584.07
Wolfson Land & Cattle	1,836.00	0.4845%	$7,356.88
Y and L Farms	197.00	0.0520%	$800.10
Youngman, Loretta K.	175.00	0.0462%	$712.08
1880 Olive LP (John Ramos)	18.98	0.0050%	$87.93
Total Members	**378,942.26**		
	378,942.26	**100.0%**	**$1,517,270.46**

* San Joaquin River Exchange Contractors Water Authority