

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY



Second Amended and Restated Joint Exercise of Powers Agreement

Adopted: July 1, 1990

First Amendment: January 1, 1992

Second Amendment: [REDACTED], 2024

**SECOND AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**

This agreement is made and entered into as of the [REDACTED] day of [REDACTED], 2024, by and between the parties on the attached Exhibit A, and amends and restates the First Amended and Restated Joint Exercise of Powers Agreement made and entered into by certain of the parties on the attached Exhibit A as of the 1st day of January, 1992.

RECITALS

The parties to this Agreement each have and possess the power to acquire, construct, operate and maintain water and drainage works and facilities for the development and use of water resources and water rights including, without limitation, works and facilities to divert, store, pump, treat and deliver water for beneficial uses.

These activities call best be achieved through the cooperative action of the Members operating through a joint exercise of powers authority. The Members desire to create a joint exercise of powers authority to exercise those powers in common and to finance, develop, operate and maintain water supply water and drainage facilities and develop water supplies for their mutual benefit.

Each of the Members is authorized to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code (commencing with section 6500).

COVENANTS

In consideration of the mutual promises and covenants herein contained, the Members agree as follows:

PURPOSE AND POWERS

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

a. “Agreement” means this Amended and Restated Joint Exercise of Powers Agreement.

b. “Authority” means the “San Luis & Delta-Mendota Water Authority” formed pursuant to this Agreement.

c. “Board” or “Board of Directors” means the governing body of the Authority as established in this Agreement.

d. “Budget” means the approved budget applicable to the expenses of the Authority.

e. “Director” or “Directors” means a duly appointed member or members of the Board of Directors.

f. “Facility” or “Facilities” means any works financed, constructed, acquired, repaired, rehabilitated, operated or maintained by the Authority, including without limitation, dams, watercourses, drainage works, conduits, ditches, canals, reservoirs, tanks, pumping plants, treatment plants, hydroelectric generation, cogeneration and transmission facilities, buildings, and other structures utilized for the diversion, pumping, conveyance, control, storage, groundwater recharge, treatment, management, drainage and delivery of waters for beneficial use by Parties.

g. “Fiscal Year” means March 1 through February 28(29) or such other period as the Board of Directors shall determine.

h. “FWA Representative” means a duly appointed representative or alternate of the Friant Water Authority (“FWA”).

h.i. “Member” or “Members” means one or more of the public entities that become a signatory to this Agreement, accepting the rights, responsibilities and obligations of the Authority hereunder, including any public entity executing an addendum of the original Agreement as hereinafter provided.

j. “Project Agreement” means an agreement between and among the Authority and any of its Members or other entities (including associate members) to provide for undertaking and sharing in the cost and benefits of any authorized activity of the Authority in connection with the acquisition of capital facilities or the issuance of debt.

2. **Authority Created.** There is hereby created a public entity to be known as the “San Luis & Delta-Mendota Water Authority.” The Authority is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California. The Authority shall be a public entity separate from the Members hereto.

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

4. **Purpose of the Agreement; Common Powers To Be Exercised.** Each Member has in common the power to study, plan for, develop, finance, acquire, construct, maintain, repair, manage, operate and control Facilities either alone or in cooperation with the United States, the State of California, or other public or private entities and provide information on water supply, water distribution, operation and management and drainage problems affecting the Members and, preserve and protect the rights and benefits of the Members in the Central Valley Project. The purpose of this Agreement is to jointly exercise some or all of the foregoing common powers, as appropriate, and for the exercise of such additional powers as may be authorized by law in the manner hereinafter set forth.

5. **Existing Facilities.** Notwithstanding anything to the contrary, the Authority shall not undertake the acquisition, operation or maintenance of any Facilities within any Member’s boundaries and shall not perform any functions currently performed by or within the powers of a Member within such Member’s boundaries, absent written consent of the Member’s governing body.

6. **Powers.** The Authority, and more specifically those Members who elect to participate in the particular project pursuant to a Project Agreement in accordance with paragraph 21, shall have the power in its own name to do any of the following:

a. To exercise the common powers of its Members to finance, develop, operate, and maintain Facilities.

b. To exercise the common powers of its Members in studying, planning and implementing ways and means to provide a reasonable and financially feasible program and plan of operation for obtaining water supplies for beneficial use within the boundaries of the Members.

c. 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 contractual rights of the Members and to take such other actions as are incidental, necessary and convenient to such purposes.

d. To exercise the common powers of its members with respect to the management and protection of surface and groundwater supplies within the boundaries of the Authority.

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

f. To contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to employ such other persons as it deems necessary.

g. To acquire, construct, manage, maintain, operate and replace any Facilities.

h. 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 Facilities.

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

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

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

l. To sue and be sued in its own name

m. 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.

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

o. To the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided under the laws applicable to San Luis Water District.

ORGANIZATION

7. **Membership.** The Members of the Authority shall be each public 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.

8. **Associate Members.** A mutual water company, public utility or other nonpublic entity which has the authority to exercise all or a substantial portion of the powers set forth in Paragraph 4, may become an associate member of the Authority. The terms and conditions of such associate membership and assignment to Division shall be set forth in an agreement between the Authority and the associate member.

9. **Governing Body of the Authority.**

a. The business of the Authority shall be conducted by a Board of Directors consisting of nineteen (19) directors and the FWA Representative described in subsection (f).

b. For purposes of electing directors, Members of the Authority shall be separated into five divisions as set forth in Exhibit B attached hereto, such divisions to be known as Division 1, Division 2, Division 3, Division 4 and Division 5. Members included in each Division shall select four Directors and Alternate Directors except Division 5 which shall select three Directors and Alternate Directors. Each Director and alternate Director shall be appointed or selected by the Members of the respective Division in accordance with paragraph (c) below. Each Director and Alternate Director shall be a member of a governing body of a Member, shall be on the staff of or a permanent consultant of the Member or shall otherwise be formally appointed by the governing body of the Member. One alternate director shall be selected for each Director. The names of all Directors and alternates shall be on file with the Board. An alternate shall assume all rights of the Director representing the appointing Member and shall have the authority to act in the absence of a 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 Authority.

c. Directors and Alternate Directors shall be selected by Members of each Division, in accordance with Section 16 hereof, as follows:

Division 1: Division 1 shall select four Directors and four Alternate Directors by a vote of the Members in Division 1 with each Member casting one vote per acre foot

of water contracted from the Central Valley Project for each position to be filled. No more than one Director and Alternate Director may represent a single Member.

Division 2: Division 2 shall select four Directors and four Alternate Directors by a vote of the Members in Division 2 with each member casting one vote per acre foot of water contracted from the Central Valley Project for each position to be filled. No more than two Directors and Alternate Directors may represent a single member.

Division 3: Division 3 shall select four Directors and four Alternate Directors by a vote of the Members in Division 3 with each member casting one vote per acre foot of water contracted from the Central Valley Project for each position to be filled. No more than two Directors and Alternate Directors may represent a single member.

Division 4: Division 4 shall select four Directors and four Alternate Directors by a vote of the Members in Division 4 with each member casting one vote per acre foot of water contracted from the Central Valley Project for each position to be filled. No more than two Directors and Alternate Directors may represent a single member.

Division 5: Division 5 shall select three Directors and three Alternate Directors by a vote of the Members in Division 5 with each member casting one vote per acre foot of water contracted from the Central Valley Project for each position to be filled. No more than one Director and Alternate Director may represent a single Member.

d. ~~The Authority shall on February 15, 1992 circulate a notice of available Director or Alternate Director positions on the Board to the Members of each Division requesting each member to name qualified individuals willing to serve in such position on or before March 1, 1992. Upon the conclusion of such 15 day period the Authority shall promptly prepare and circulate to Members within each Division a ballot including the slate of potential Directors and Alternates named for such Division and determine a voting date of April 2, 1992.~~ In the event of

a vacancy on the Board, the Members of a Division shall fill such vacancy by election according to reasonable procedures determined by the Authority. Any Member failing to timely act shall forfeit the right to vote on such ballot. Each Director and alternate shall hold office from the first meeting of the Board after his or her election by the Division he or she represents until a successor is selected by the Division and the Division so notifies the Authority.

e. _____ 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.

e.f. Friant Water Authority Representative and Alternate. The Authority and the Friant Water Authority ("FWA") are parties to that certain Second Amended and Restated Memorandum of Understanding Relating to Allocation, Collection, and Payment of Operation, Maintenance, and Replacement Costs for Water Delivered Through Certain Central Valley Project Facilities dated [DATE], 2024 ("Second Amended MOU"). The Second Amended MOU states that FWA will be entitled to representation on the Authority Board of Directors, in that the FWA Representative may vote on any action item funded, in whole or in part, from any OM&R fund or Reserves to which Friant Division Contractors have or will have contributed to the Authority. As such, FWA may designate a FWA director, employee, or consultant to serve as the FWA Representative and the FWA Representative Alternate on the Board. The FWA Representative may participate in discussion and vote on any Board agenda item, including closed session items, that the presiding officer determines is funded, in whole or in part, from any operation, maintenance, and replacement ("OM&R") fund or Reserves to which Friant Division Contractors have contributed. The FWA Representative will not participate in discussion or vote on Board agenda items that are not so funded or where the Authority makes express findings and provides appropriate documentation showing that the Authority will not use such funds, in whole or in part. The FWA Representative will not be counted for purposes of determining a quorum or the number of votes required to approve a Board agenda item that is not funded by Friant Division Contractors as described above. The FWA Representative's vote will have the same weight as one Director's vote. The FWA Representative will maintain his or her position relative to the Authority Board until a successor is selected by FWA and FWA so notifies the Authority.

10. **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 in the boundaries of the Authority. Any change shall be noted by the secretary, but shall not be considered an amendment to this Agreement.

11. **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 and to FWA. 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" (commencing at Section 54950).

12. **Quorum and Voting.** Directors representing at least a majority of the Board of Directors shall constitute a quorum for the purposes of transacting the Authority's business. Except as otherwise provided herein or by law, the vote of a majority of all the Directors present shall be required for the Authority to take action, except that the Authority shall not endorse or otherwise support any legislation or participate in any lawsuits, or administrative proceedings or other similar proceedings (except to defend the Authority) except upon the vote of 85% of the Directors present. For agenda items on which the FWA Representative may vote, the majority vote required for the Authority to take action is the majority of the group comprised of the Directors present and the FWA Representative, if present. Accordingly, the number of votes required to reach a majority may be higher for agenda items on which the FWA Representative may vote.

~~12.~~13. **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 as the Board may determine by motion, resolution or ordinance. The Board may also appoint and delegate such powers and authority to advisory or subcommittees as the Board may determine by motion, resolution or ordinance.

~~13.~~14. **Minutes.** The secretary of the Authority shall cause to be kept minutes of all meetings of the Board, and upon request, shall cause a copy of the minutes to be forwarded to each Director and to each of the Members and Associate Members hereto.

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

15.16. 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.

16.17. Officers. There shall be selected from the membership of the Board, a chair~~man~~ who shall be the presiding officer at all board meetings, and a vice chair~~man~~ who shall serve in the absence of the Chair~~man~~. The Chair~~man~~ and Vice Chair~~man~~ shall have the right to vote on all matters coming before the Board. In the case of a tie vote of the Board on any matter coming before it, the vote shall be deemed to have failed. The Board shall appoint a secretary who may be but is not required to be a director; the secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority. The Board shall appoint a treasurer of the Authority who shall be the depository of funds and shall have custody of all money of the Authority, from whatever source. The treasurer shall be bonded in accordance with Government Code Section 6505.1, perform the duties as specified in and in accordance with Government Code Section 6505.5, and shall draw all warrants and pay demands against the Authority approved by the Board. In addition, the Board shall have the power to appoint such additional officers as it deems necessary.

The treasurer ~~and auditor~~ shall serve at the pleasure of the Board. The chair~~man~~, vice chair~~man~~, and secretary shall hold office for a period of one year commencing the first meeting of each Fiscal Year. An office shall be declared vacant if the person serving dies, resigns, or is removed by a Division as a representative of the Division, or if the Member represented by the Director withdraws from this Agreement pursuant to any of the provisions hereof. The remaining Board shall select a successor officer to serve for the balance of the leaving officer's term. The public officer or officers or persons who have charge of any funds or securities of the Authority shall be bonded and the amount of their bond shall be designated in the applicable budget and thus fixed.

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.

~~17.~~18. **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, ordinance, resolution or order of the Board. In addition to other powers and duties herein provided and notwithstanding paragraph 13 hereof, the Executive Director shall have the power:

- a. under policy direction of the Board, to plan, organize and direct all Authority activities;
- b. to appoint and to remove all Authority employees, all of whom 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;
- c. to authorize expenditures within the designations and limitations of the approved Budget; and
- d. to make recommendations to and requests of the Board concerning all of the matters and things which are to be performed, done or carried out by said Board.

PLANNING

~~18.~~19. **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 recitals hereto and in Paragraph 4, as well as the exercise of the powers set forth in Paragraph 6. The studies and planning shall consider the financing methods for such proposals, as well as the allocation of costs among the Parties.

PROJECTS

~~19.~~20. **Projects.** Subject to Paragraph 21 hereof, the Authority's projects are intended to consist of developing, designing, rehabilitating, acquiring, constructing, financing or operating and

maintaining Facilities (including sharing in the cost of federal, state or local projects). The Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on, its own or in conjunction and cooperation with the United States, the State of California, or any other public or private entity. The Authority may also undertake such other projects as are consistent with the purposes set forth in the recitals and in Paragraph 4, as well as the exercise of the powers set forth in Paragraph 6.

20.21. Project Agreement. Prior to undertaking a project, the Members electing to participate in the project shall enter into a Project Agreement. Thereafter, all assets, rights, benefits and obligations attributable to the project shall be assets, rights, benefits and obligations of those Members which have entered into the Project Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Authority in regard to a particular project shall be the debts, liabilities, obligations or indebtedness of the Members who have executed the respective Project Agreement with respect thereto in accordance with the terms of such Project Agreement and shall not be the debts liabilities, obligations and indebtedness of those Members who have not executed the Project Agreement with respect thereto.

BUDGETS AND PAYMENTS

21.22. 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.

22.23. Contributions for Operating Expenses:

a. 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.

b. It is understood that upon the formation of the Authority, the Authority shall reimburse the Members for those costs incurred by them for the formation of the Authority.

c. 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 to by the Member and the Authority.

d. All operating costs of the Authority shall be allocated among Members in accordance with agreements entered into by the Authority and Members and 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 a Project Agreement shall be responsible for paying the costs of the Authority allocable to such Project Agreement. The Authority may enter into activity agreements or other agreements to pay the costs of activities which benefit less than all of the Members which allocate such costs to the Members who execute such agreements.

e. 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 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, Project Agreement or other written consent.

f. 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, property and Facilities acquired by it during the term of this Agreement, unless a Project Agreement provides otherwise.

FINANCING

23-24. 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.

ACCOUNTING AND AUDITS

24-25. Accounting Procedures. Full books and accounts shall be maintained for 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

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.

25-26. Audit. The records and 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.

PROPERTY RIGHTS

26-27. Authority Facilities. All 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 a Project Agreement provides otherwise.

27-28. 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 Project Agreement or activity agreement or as provided in Paragraph 23.

LIABILITY OF BOARD

28-29. 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 the FWA Representative for their 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.

RESCISSION, TERMINATION, WITHDRAWAL, ASSIGNMENT

29-30. Term. The Authority shall continue until this Agreement is rescinded or terminated as herein provided.

30-31. Rescission or Termination. This Agreement may be rescinded and the Authority terminated by unanimous written consent of the Members, except during the outstanding term of any Authority indebtedness. Nothing in this Agreement shall prevent the Members from entering into other joint exercise of power agreements.

31-32. 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 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 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 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.

32-33. Withdrawal.

a. A Member may unilaterally withdraw from this Agreement without requiring termination of this Agreement, effective upon sixty days' written notice to the, Authority, provided no indebtedness has been incurred under any Project Agreement to which the Member is a participant, and further provided the withdrawing Member pays or agrees to pay its share of all debts, liabilities and obligations of the Authority incurred prior to the effective date of such withdrawal other than debts, liabilities and obligations incurred pursuant to Project Agreements or activity agreements to which the Member is not a participant.

b. In the event the withdrawing Member has any rights in any 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.

c. No refund or repayment of the initial commitment of funds shall be made to a Member ceasing to be a Member to this Agreement whether pursuant to this Section or any other Section of this Agreement. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, or other agreement of the Authority and withdrawing Member.

33-34. Admission of New Members. It is recognized that entities, other than the original Members and Associate Members, may wish to participate in the Authority. Additional entities may become Members or Associate Members of the Authority upon such terms and conditions as

provided by the Board upon affirmative vote of a majority of all the Directors of the Authority. Upon admission, the Board shall assign a new Member to a division.

34.35. Amendments. This Agreement may be amended upon written approval of any amendment by a majority of all Members of the Authority.

35.36. 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 all other 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 Members hereto.

36.37. Notice. Any notice or instrument required to be given or delivered hereunder shall be delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the Members shall be deemed to have been received by the Member to whom the same is addressed at the expiration of 72 hours after deposit of the same in the United States Post Office.

37.38. Counterparts. This Agreement may be executed by the 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.

38.39. Choice of Law. This Agreement shall be governed by the laws of the state of California.

39.40. 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 Members that the remainder of the Agreement shall not be affected thereby.

40.41. Headings. The titles of paragraphs 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.

IN WITNESS WHEREOF, the Members have caused this Agreement to be executed as of the day and year first above-written.

DATE: _____ DISTRICT

By: _____

ATTEST:

APPROVED AS TO FORM:

DRAFT

EXHIBIT A

SCHEDULE OF PARTIES

(Updated XX/XX/2024)

1. Banta-Carbona Irrigation District
2. Broadview Water District
3. Byron Bethany Irrigation District (CVPSA)
4. Central California Irrigation District
5. City of Tracy
Columbia Canal Company (a Friend)
6. Del Puerto Water District
7. Eagle Field Water District
8. Firebaugh Canal Water District
9. Fresno Slough Water District
10. Grassland Water District
11. Henry Miller Reclamation District #2131
12. James Irrigation District
13. Laguna Water District
14. Mercy Springs Water District
15. Oro Loma Water District
16. Pacheco Water District
17. Panoche Water District
18. Patterson Irrigation District
19. Pleasant Valley Water District
20. Reclamation District 1606
21. San Benito County Water District
22. San Luis Water District
23. Santa Clara Valley Water District
24. Tranquillity Irrigation District
25. Turner Island Water District
26. West Stanislaus Irrigation District
27. Westlands Water District

EXHIBIT B

SCHEDULE OF DIVISION MEMBERSHIP

(Updated **XX/XX/2024**)

DIVISION I

1. Banta-Carbona Irrigation District
2. Byron Bethany Irrigation District
3. City of Tracy
4. Del Puerto Water District
5. Patterson Irrigation District
6. West Stanislaus Irrigation District

DIVISION II

1. Panoche Water District
2. Pleasant Valley Water District
3. San Luis Water District
4. Westlands Water District

DIVISION III

1. Central California Irrigation District
2. Firebaugh Canal Water District
3. Grassland Water District
4. Henry Miller Reclamation District 2131
Columbia Canal Company (Friend)

DIVISION IV

1. Santa Clara Valley Water District
2. San Benito County Water District

DIVISION V

1. Broadview Water District
2. Eagle Field Water District
3. Fresno Slough Water District
4. James Irrigation District
5. Laguna Water District
6. Mercy Springs Water District
7. Oro Loma Water District
8. Pacheco Water District

9. Reclamation District 1606
10. Tranquillity Irrigation District
11. Turner Island Water District

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