



Barajas, Federico <fbarajas@usbr.gov>

[EXTERNAL] OID/SSJID Release Water is CVP water

1 message

Frances Mizuno <frances.mizuno@sldmwa.org>

Wed, May 9, 2018 at 9:58 AM

To: "fbarajas@usbr.gov" <fbarajas@usbr.gov>

Cc: "JACKSON, MICHAEL" <mjackson@usbr.gov>, Michael Lebarre <mlebarre@usbr.gov>

Federico,

This OID/SSJID releases in all the previous years have been treated as supplemental CVP water. The releases are purchased to allow for additional SWP and CVP water made available at BPP and JPP. Please see Section 14 of the attached agreement that describes the goals of the purchase of the OID/SSJID water. **The OID/SSJID water is released and is treated as abandoned water** and as additional flows available for the SWP and CVP to export at a 1:1 ratio. The water pumped at JPP is available as supplemental CVP allocation to those Participants that pay for the release of this water. Those that pay for this supplemental water is obliged to pay CVP cost of service rates for this water. You can confirm with the Fresno Office on how this water has always been treated as supplemental CVP water. I hope we can resolve this issue today as the release is scheduled to begin tomorrow. Thank you.

Frances

From: KITECK, ELIZABETH [mailto:ekiteck@usbr.gov]**Sent:** Tuesday, May 8, 2018 10:28 AM**To:** Frances Mizuno <frances.mizuno@sldmwa.org>**Cc:** Jeffrey Rieker <jrieker@usbr.gov>; PAUL LANDRY <plandry@usbr.gov>; James, Mary C. (Cathy) <mjames@usbr.gov>; Barry Mortimeyer <bsmort@icloud.com>**Subject:** Re: [EXTERNAL] FW: Indemnification Agreement for Spring Supplemental Flows - Stanislaus River

Hi Frances,

Since this is non-Project water moving through Project facilities, does the Authority have a Power LOA in place that would cover Tracy, O'Neill and Fed Amigos (assuming some or all of the water would move through FDA)? If not, you should probably work with Cathy to get something in place as soon as possible.

Thanks,

Liz

Liz Kiteck

Water Operations Division Chief

Reclamation - Central Valley Operations Office

(916) 979-2684

ekiteck@usbr.gov

On Tue, May 8, 2018 at 7:51 AM, Frances Mizuno <frances.mizuno@sldmwa.org> wrote:

Jeff,

This is very good news. The agreement requires both SLDMWA and DWR to approve the release scheduled before any releases can be made. Please provide the proposed schedule and the quantity of export expected at JPP and Banks if any. Thank you.

Frances

From: Tim O'Laughlin [mailto:towater@olaughlinparis.com]

Sent: Tuesday, May 8, 2018 7:01 AM

To: LESSARD, DREW <dlessard@usbr.gov>; Peter Rietkerk <prietkerk@ssjid.com>; Steve Knell <srknell@oakdaleirrigation.com>

Cc: Carter Brown <carter.brown@sol.doi.gov>; FEDERICO BARAJAS <fbarajas@usbr.gov>; Aufdemberge, Amy <amy.aufdemberge@sol.doi.gov>; Rieker, Jeffrey <jrieker@usbr.gov>; Thomas Birmingham <tbirmingham@westlandswater.org>; rpatterson@mwdh2o.com; Frances Mizuno <frances.mizuno@sldmwa.org>; 'Jose Gutierrez' (<jgutierrez@westlandswater.org>) <jgutierrez@westlandswater.org>

Subject: RE: Indemnification Agreement for Spring Supplemental Flows - Stanislaus River

Importance: High

SSJID Board will take the Hold harmless agreement up today and OID on Wednesday. Releases can commence on the 9th. Please have Mr. Rieker send us all a release schedule for the supplemental flows.

From: LESSARD, DREW <dlessard@usbr.gov>

Sent: Monday, May 07, 2018 11:39 AM

To: Tim O'Laughlin <towater@olaughlinparis.com>; Peter Rietkerk <prietkerk@ssjid.com>; Steve Knell <srknell@oakdaleirrigation.com>

Cc: Carter Brown <carter.brown@sol.doi.gov>; FEDERICO BARAJAS <fbarajas@usbr.gov>; Aufdemberge, Amy <amy.aufdemberge@sol.doi.gov>; Rieker, Jeffrey <jrieker@usbr.gov>

Subject: Indemnification Agreement for Spring Supplemental Flows - Stanislaus River

Tim,

Attached is a revised Indemnification Agreement for the supplemental flows. I should explain a few items for context. If you would like a track change version, let me know.

We feel that any affirmation or assertion regarding your water rights and the 1988 Agreement is beyond the scope of this agreement. However; if you would like to discuss this topic in greater detail in the future I am always available.

We acknowledge your desire to focus the indemnification on the incremental supplemental flows and we have changed the agreement to reflect this.

Unfortunately, these flows are significant and in addition to project requirements; as such the Districts need to assume responsibility for any potential injury caused by the supplemental flows, not just limited to seepage damages.

We are ready to schedule and begin these supplemental flows as soon as possible once we receive the attached agreement executed by the districts.

Regards,

--

Drew Lessard, P.E.

Area Manager

Central California Area Office

(916) 989-7180

Cell (916) 293-2940



OID-SSJID WATER AUGMENTATION AGREEMENT EXECUTED 04 27 2018.pdf
5195K

**AGREEMENT FOR RELEASE OF WATER BY AND AMONG THE
OAKDALE IRRIGATION DISTRICT, THE SOUTH SAN JOAQUIN
IRRIGATION DISTRICT, THE SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY, AND THE CALIFORNIA DEPARTMENT OF WATER
RESOURCES
SWPAO # 18017**

This Agreement is entered into this 27 day of April, 2018, by and among the Oakdale Irrigation District (OID), the South San Joaquin Irrigation District (SSJID), (collectively, the "Districts"), the San Luis & Delta-Mendota Water Authority (SLDMWA), and the Department of Water Resources (DWR) of the State of California.

RECITALS

WHEREAS, Districts are California irrigation districts operating under and by virtue of Division 11 of the California Water Code; and

WHEREAS, DWR owns, operates and maintains water collection, storage, conveyance and delivery facilities, including but not limited to the State Water Project (SWP), and delivers water to 29 water service contractors located throughout California; and

WHEREAS, the SLDMWA is a California joint power authority operating under and by virtue of Section 6500, et seq., of the California Government Code; and .

WHEREAS, the SLDMWA is comprised of 28 member agencies representing approximately 2,100,000 acres of land within the western San Joaquin Valley, San Benito and Santa Clara Counties; and

WHEREAS, 26 of the SLDMWA's 28 member agencies receive water from the federal Central Valley Project ("CVP") under water service or exchange contracts; and

WHEREAS, Districts are co-owners of certain water rights on the Stanislaus River, including pre-1914 appropriative rights to divert water from the Stanislaus River, and various post-1914 appropriative rights to store water from the Stanislaus River in various reservoirs; and

WHEREAS, DWR's current forecast for the San Joaquin Valley Water Supply Index is below normal with runoff, precipitation, and snowpack below average; and

WHEREAS, the CVP south of the Delta Ag Service Contractors have received a 40% allocation and the State Water Project Contractors ("SWPC") have received a 30% allocation;

NOW, THEREFORE, the Districts, SLDMWA, and DWR, on the terms and conditions herein set forth, agree as follows:

AGREEMENT

1. **DEFINITIONS:** The following definitions shall govern this Agreement:

(a) "Parties" means the Districts, SLDMWA, and DWR.

(b) "Delivery" means Districts' water made available to the United States Bureau of Reclamation ("USBR") at Goodwin Dam in April and May 2018. USBR will then release the water at Goodwin Dam on the schedule developed pursuant to Paragraph 14 of this Agreement. This definition is intended to include the grammatical variations of the term "delivery" including "deliver" and "delivered," where such term references water.

2. **TERM:** This Agreement shall become effective upon execution by all parties and shall terminate on December 31, 2018 or upon final payment by SLDMWA and DWR of all costs attributable to this Agreement, whichever occurs later.

3. **WATER AVAILABLE FOR PURCHASE:** Pursuant to this Agreement:

(a) Upon the request by the USBR and DWR, the Districts agree to make up to 100,000 acre-feet of water available at Goodwin Dam in the April-May time period to assist the USBR in meeting the April-May pulse flows. No water shall be released under this Agreement, and DWR and SLDMWA shall not be obligated to pay for any flows released, unless the release of water, as provided under this Agreement, has been requested by USBR, and the contacts for DWR and SLDMWA listed in Paragraph 23, Notices, have approved both the release and Delivery of this water.

(b) The water made available for Delivery will be released by USBR in accordance with the requirements set forth in Paragraph 14. The water released will be made available to USBR and DWR and will be shared equally 50/50 pursuant to a separate operations agreement between DWR and USBR.

(c) If either USBR or DWR cannot pump its share of the release water, then the other may pump the additional water for the benefit of its contractors provided that it is willing to pay for the additional water and provided the Party pumping the additional water has obtained prior written agreement from the other Party that the pumping will not adversely impact the non-pumping Party's operations.

4. **COMPLIANCE WITH APPLICABLE LAWS AND OBTAINING APPROVALS:**

(a) The Districts in making the water available as described in Paragraph 3 shall comply with all applicable laws and regulations, including but not limited to the California Environmental Quality Act (CEQA), California Endangered Species Act (CESA), and the Federal Endangered Species Act (FESA), shall secure any required consents, permits, reports, and orders, and shall provide DWR with copies of the same

prior to providing the Delivery under this Agreement.

(b) The Districts and SLDMWA are entering into this Agreement based on the determination of Districts and of SLDMWA, as described below, that the Delivery is categorically exempt from the California Environmental Quality Act because it will result in the provision of supplemental instream fishery flows pursuant to 14 California Code of Regulations Section 15301(i) and in the ongoing operation of the existing system without change in operation or expansion of use pursuant to 14 California Code of Regulations, section 15301 (Class 1).

(c) The Districts shall be responsible for obtaining any approval from any relevant government entities that the Districts determine in their discretion is necessary for providing the Delivery. The Districts shall email to DWR any submissions related to this Agreement that the Districts make with any government entity.

(d) SLDMWA has determined the Delivery is categorically exempt from the California Environmental Quality Act because it will result in the provision of supplemental instream fishery flows pursuant to 14 California Code of Regulations Section 15301(i) and in the ongoing operation of the existing system without change in operation or expansion of use pursuant to 14 California Code of Regulations, section 15301 (Class 1).

(e) Upon execution by all Parties of this Agreement, DWR will file a Notice of Exemption based on CEQA Guidelines Section 15301 (Existing Facilities) with the State Clearinghouse.

(f) If any of the Parties is required to pay a fine or civil penalty for any of its actions related to this Agreement, then that Party alone shall be responsible for paying the fine or penalty.

5. **PURCHASE PRICE:** SLDMWA and DWR agree to pay to the Districts two hundred dollars (\$200) per acre foot for up to 100,000 acre-feet of water delivered.

6. **WATER QUALITY:** The Districts make no warranty or representations as to the quality or fitness for use of the Delivery.

7. **WATER MEASUREMENT AND DELIVERY:** DWR and SLDMWA shall pay the Districts to provide up to 100,000 acre-feet to USBR in Goodwin Dam. The payment shall be based on the actual flows released by USBR from Goodwin Dam in excess of the flow necessary to meet the April-May "pulse flow" per Appendix 2-E of the June 2009 NMFS Biological Opinion on the long-term operations of the Central Valley Project and the State Water Project. For the purposes of this Agreement the "pulse flow" volume for which Districts will be paid in accordance with Paragraph 5 will be measured as the Goodwin release exceeding the base flow called for in Appendix 2-E. Through concurrence with NMFS, the timing of the pulse flow period may be shifted. Delivery released from Goodwin Dam shall be measured on a daily basis by USBR at the

Goodwin Gauge and confirmed by USBR and DWR. The Districts and SLDMWA acknowledge that USBR shall be responsible for determining the flow and schedule of the Delivery and that DWR shall be responsible for verifying the flow and schedule of the Delivery.

8. WATER INFRASTRUCTURE FOR IMPROVEMENTS TO THE NATION

ACT (WIIN ACT): One purpose of this sale is to assist USBR in meeting the 31-day April -May flow objectives in the 2006 SWRCB Water Quality Control Plan for the Bay-Delta. (WIIN Act Section 4001 (b)(7)). This sale will result in flow that is in addition to flow that otherwise would occur in the absence of the voluntary sale. (WIIN Act Section 4001 (b)(7)(C).) It is the Parties' expectations that, pursuant to Section 4001b(7), the water made available will be subject to an inflow to export ratio of 1:1 (See Paragraph 13).

9. PAYMENT:

(a) The Districts shall invoice SLDMWA and DWR each 50% of the cost for the Delivery up to a total of 100,000 acre-feet provided at the price identified in Paragraph 5 above after USBR and DWR have confirmed the amount of water released by USBR from Goodwin Dam in accordance with Paragraph 7.

(b) SLDMWA shall pay within 60 days of receipt of the invoice.

(c) The Districts shall submit (1) an original of each invoice to the DWR contact listed in Paragraph 22, Notices, and (2) a copy of each invoice to the DWR Accounting Office, Contracts Payable Unit, P.O. Box 942836, Sacramento, California, 94236-0001. DWR shall pay undisputed invoices within 45 days of the date received by the State Water Project Analysis Office, pursuant to the Prompt Payment Act as specified in Government Code, Chapter 4.5 (commencing with Section 927).

10. **INTEREST:** SLDMWA shall pay the Districts interest at the annual interest rate of ten percent on any charges that remain unpaid 60 days beyond the due date. DWR shall pay the Districts late payment penalties in accordance with the Prompt Payment Act.

11. **DISTRICTS' LIMITING CONDITIONS:** The Districts' obligations to make available the quantity of water specified in Paragraph 3 of this Agreement will, at all times, be subject and subordinate to the following conditions:

(a) The terms and conditions of their water rights as they currently exist;

(b) The 1988 Agreement and Stipulation with USBR (the "1988 Agreement");

(c) The Tulloch Enhancement Agreement with PG&E, as it now exists and as modified from time to time;

- (d) The Goodwin Agreement, as it now exists and as modified from time to time;
- (e) The terms and conditions of Federal Energy Regulatory Commission licenses, as they now exist, and as they may be amended and/or renewed upon relicensing including, but not limited to, those held for Tulloch and Goodwin Dams;
- (f) The rights of landowners, within the boundaries of OID or SSJD as of the delivery of water purchased pursuant to this Agreement hereunder, to the beneficial use of their respective District's water;
- (g) Applicable federal and state laws now in existence and as modified from time to time, affecting the Districts' rights or obligations, and
- (h) The rights of the cities of Lathrop, Manteca, Escalon, and Tracy pursuant to each city's Water Supply Development Agreement with SSJD.

The conditions described in (a)-(h), inclusive, above, are collectively referred to as the District Limiting Conditions. Nothing in this Agreement shall be construed so as to contradict, conflict with or otherwise be contrary to the provisions of any of the District Limiting Conditions; and in the event of any conflict between any of the District Limiting Conditions and this Agreement, the District Limiting Condition(s) shall control, and Districts shall not be deemed to be in violation of this Agreement by any modifications of the Agreement, including reduced supply for SLDMWA and DWR, required to ensure compliance with any of the District Limiting Conditions.

12. USBR LIMITING CONDITION: The obligations of Districts to Deliver water to USBR at Goodwin Dam, and of SLDMWA and DWR to pay for Delivery are at all times subject to the USBR's concurrence of this Agreement and for the use of USBR's facilities as may be necessary for the Districts to make the Delivery. If the Districts do not obtain this approval, this Agreement shall automatically terminate and SLDMWA and DWR shall have no further obligations. If this Agreement is terminated, SLDMWA and DWR shall only be obligated to pay Districts for the quantity of water Districts released pursuant to Paragraph 7 prior to the Agreement terminating.

13. SLDMWA and DWR LIMITING CONDITION: The obligations of SLDMWA and DWR to pay for Delivery is subject to DWR and USBR (1) having capacity at Banks Pumping Plant and/or Jones Pumping Plant to pump the additional SWP or CVP water, and (2) operating at a time when Action IV.2.1 (San Joaquin River Inflow to Export Ratio) from the Reasonable and Prudent Alternative in the NMFS Biological Opinion for Continued Operations of the CVP and SWP requires or, pursuant to section 4001 of the WIIN Act, allows for a Vernalis flow-to-combined CVP and SWP pumping ratio of 1:1 ("1:1 ratio"). If DWR and USBR are unable to pump additional SWP or CVP water made available at Banks Pumping Plant or Jones Pumping Plant, the Parties may attempt to reschedule the Delivery within the Pulse Flow Period, or in the alternative, any Party may elect to terminate this Agreement by providing Notice to the other Parties consistent with Paragraph 22 or the Parties can meet and agree to a new release and diversion rate

for the released water. If this Agreement is terminated, SLDMWA and DWR shall only be obligated to pay Districts for the quantity of water Districts released pursuant to Paragraph 7 prior to the Agreement terminating.

14. DELIVERY:

(a) Consistent with this Agreement and specifically Paragraph 7, the Districts will make the Delivery available at Goodwin Dam on a schedule developed in consultation with the Districts, USBR, DWR, and NMFS. The delivery of the water by the Districts will occur only after USBR, DWR, the Districts and SLDMWA meet and receive assurance from USBR and DWR that the water to be released will be diverted at 1:1. If the water to be released cannot be diverted at 1:1, then pursuant to Paragraph 13, the Parties can reschedule the water or meet and confer to determine what water will be released, diverted and paid for; or terminate this Agreement. The two goals of the Delivery are to assist USBR in meeting the April-May pulse flow and to have additional SWP and CVP water made available at Banks Pumping Plant and Jones Pumping Plant as a result of the Delivery at a time when Action IV.2.1 (San Joaquin River Inflow to Export Ratio) from the Reasonable and Prudent Alternative in the NMFS Biological Opinion for Continued Operations of the CVP and SWP requires USBR and DWR to implement a Vernalis flow-to-combined CVP and SWP pumping ratio of 1:1.

(b) No subsequent changes to the schedule, regulatory conditions or other intervening matters, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of water otherwise available to the Districts; diversions outside the control of Districts which may hereafter be authorized for others from the North, Middle or South Forks of the Stanislaus River, and any action, legislation, ruling or determination adverse to the Districts affecting the Agreement and beyond the reasonable control of the Districts shall modify the obligations of the Parties with respect to water so delivered.

15. WATER SUPPLY REDUCTIONS: The Districts may reduce the Delivery for any of the following reasons: the District Limiting Conditions; failure of facilities; intervening acts, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of water otherwise available to the Districts; diversions outside the control of Districts which may hereafter be authorized for others from the North, Middle or South Forks of the Stanislaus River, and any action, legislation, ruling or determination adverse to the Districts affecting the Agreement and beyond the reasonable control of the Districts. Districts shall make good faith efforts to avoid such reductions, but SLDMWA and DWR agree that Districts shall not be liable for reductions of supply in this Agreement due to such causes. SLDMWA and DWR shall have no obligation to pay for water not Delivered because of a reduction caused by factors listed in this Paragraph.

16. **APPROVALS AND COSTS:** SLDMWA and DWR are solely responsible for any costs after the USBR release of Delivery from Goodwin Dam. This Paragraph survives termination or expiration of this Agreement.

17. **LITIGATION COSTS:** Districts agree to defend their own interests in any litigation or regulatory action challenging the validity of Districts' water rights. The Parties shall each defend their own interests in litigation or regulatory action involving this Agreement, including environmental compliance and purchase of the Delivery. All Parties agree to reasonably cooperate with each other in the defense of any litigation that may be filed as a result of this Agreement. This Paragraph survives termination of this Agreement.

18. **EXPENSES:** Districts shall be responsible for all expenses, including but not limited to legal, environmental, engineering consultant's fees, expenses incurred to obtain any and all necessary approvals and to satisfy all environmental requirements, including CEQA and/or NEPA, required to effectuate the Agreement, and to defend against any litigation challenging the Agreement or the approvals, water rights or environmental reviews associated with the Agreement. This Paragraph survives termination of this Agreement.

19. **COOPERATION:** To the extent reasonably required, each Party to this Agreement shall, in good faith, assist the other in obtaining all such necessary approvals and preparation of required environmental documents. The Parties agree to cooperate and assist each other in good faith in meeting such requirements of regulatory agencies as may be applicable to performance of any terms of the Agreement.

20. **WAIVER OR RIGHTS:** Any waiver, at any time, by any Party of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

21. **ASSIGNMENT:** No party may assign its rights or obligations under this Agreement, in whole or in part, without prior written consent of all Parties hereto. Any attempted assignment of this Agreement, in whole or in part, without the prior written consent of all Parties hereto is void.

22. **TERMINATION:** Any party may elect to terminate this Agreement upon Notice to the Parties by electronic mail consistent with Paragraph 23. That party providing the termination shall provide the other parties with the specific grounds on which it wishes to terminate the agreement. Termination of this Agreement is effective immediately upon actual electronic mail receipt of Notice by the Parties.

23. **NOTICES:** All notices that are required, either expressly or by implication, to be given by any Party to the other under this Agreement shall be signed for by Districts and SLDMWA and DWR by such officers as they may, from time, authorize in writing to so act.

Any notices to Parties required by this Agreement shall be hand-delivered or mailed, United States first-class postage prepaid, or electronic mail followed by written notice sent by U.S. mail and addressed as follows:

OAKDALE IRRIGATION DISTRICT

Steve Knell, General Manager/Secretary
Oakdale Irrigation District
1205 East "F" Street
Oakdale, CA 95361
Email: srknell@oakdaleirrigation.com
Phone: (209) 847-0341

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Peter Rietkerk, General Manager
South San Joaquin Irrigation District
11011 East Highway 120
Manteca, CA 95336
Email: prietkerk@ssjid.com
Phone: (209) 249-4645

SAN LUIS & DELTA- MENDOTA WATER AUTHORITY

Frances Mizuno, Assistant Executive Director
P.O. Box 2157
Los Banos, CA 95635
Email: frances.mizuno@sldmwa.org
Phone: 209-832-6200

CALIFORNIA DEPARTMENT OF WATER RESOURCES

Anna Fock, Chief, State Water Project Analysis Office
Department of Water Resources
P.O. Box 942836
Sacramento, CA 94236-0001
Email: anna.fock@water.ca.gov
Phone: 916-653-0190

Notice shall be deemed given (a) two (2) calendar days following mailing via regular or certified mail, return receipt requested, (b) one (1) business day after deposit with any one-day delivery service assuring "next day" delivery, (c) upon actual receipt of notice, or (d) upon transmission, if by facsimile, whichever is earlier. The Parties shall promptly give written notice to each other of any change of address, and mailing or shipment to the addresses stated herein shall be deemed sufficient unless written notification of a change of address has been received.

24. **APPROVALS:** Where the terms of this Agreement provide for action to be based upon a judgment, approval, review or determination of any Party, such terms are not

intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious or unreasonable.

25. **DISPUTE RESOLUTION:** In the event of any dispute regarding interpretation or implementation of this Agreement, the Director of DWR and authorized representatives from the Districts and SLDMWA shall endeavor to resolve the dispute by meeting within 30 days after the request of a Party. If the dispute is unresolved, the Parties shall use the services of a mutually acceptable consultant in an effort to resolve the dispute. Parties involved in the dispute shall share the fees and expenses of the consultant equally. If a consultant cannot be agreed upon, or if the consultant's recommendations are not acceptable to the Parties, and unless the Parties otherwise agree, the matter may be resolved by litigation and any Party may, at its option, pursue any available legal remedy including, but not limited to, injunctive and other equitable relief.

26. **OTHER AGREEMENTS:** Nothing contained herein restricts the Districts from providing water services and sales to others as authorized by law which do not unreasonably interfere with Districts' obligation hereunder.

27. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the Districts, SLDMWA and DWR, and supersedes any oral agreement, statement or promise between them relating to the subject matter of the Agreement. Any amendment, including oral modifications, must be reduced to writing and signed by all Parties to be effective.

28. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the Parties of at least one set of counterparts. The Parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

29. **SIGNATURE CLAUSE:**

(a) The signatories represent that they have appropriate authorization to enter into this Agreement on behalf of the Party for whom they sign.

(b) If required by internal governing rules of OID, SSJD, or SLDMWA, that Party as appropriate, shall deliver to DWR a copy of the Board of Directors resolution and/or other documentation authorizing that Party to enter into this Agreement.

30. **GENERAL INTERPRETATION:** The terms of this Agreement have been negotiated by the Parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be

drafted, or in favor of the Party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

PARTIES:

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____
Frances Mizuno, Assistant Executive Director

Date _____

CALIFORNIA DEPARTMENT OF WATER RESOURCES

By: Joel Ledesma
Joel Ledesma, Deputy Director

Date 7/27/18

OAKDALE IRRIGATION DISTRICT

By: _____
Steve R. Knell, General Manager

Date _____

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

By: Peter Rietkerk
Peter Rietkerk, General Manager

Date 4/27/2018

drafted, or in favor of the Party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

PARTIES:

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: 
Frances Mizuno, Assistant Executive Director

Date 4/26/18

CALIFORNIA DEPARTMENT OF WATER RESOURCES

By: _____
Joel Ledesma, Deputy Director

Date _____

OAKDALE IRRIGATION DISTRICT

By: 
Steve R. Knell, General Manager

Date 4/26/18

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

By: _____
Peter Rietkerk, General Manager

Date _____