

**AMENDMENT NO. 1  
TO MEMORANDUM OF AGREEMENT  
FOR DEVELOPMENT OF THE TRACY SUBBASIN  
GROUNDWATER SUSTAINABILITY PLAN**

This Amendment No. 1 to the Memorandum of Agreement for Development of the Tracy Subbasin Groundwater Sustainability Plan (“**Amendment**”) is entered into by and between the Banta-Carbona Irrigation District Groundwater Sustainability Agency (“**GSA**”), Byron-Bethany Irrigation District GSA, City of Tracy GSA, City of Lathrop GSA, County of San Joaquin GSA, and Stewart Tract GSA (all hereafter known individually as “**Partner**” or “**GSA**,” and collectively known as “**Partners**” or “**GSAs**”).

WHEREAS, on or about September 24, 2019 the Banta-Carbona Irrigation District GSA, Byron-Bethany Irrigation District GSA, City of Tracy GSA, City of Lathrop GSA, County of San Joaquin GSA, Stewart Tract GSA, and The West Side Irrigation District GSA entered into a Memorandum of Agreement (“**Agreement**”) for Development of the Tracy Subbasin Groundwater Sustainability Plan, a copy of which is attached hereto as Attachment 1 and incorporated herein by reference, for purposes of establishing a framework for preparing a single Groundwater Sustainability Plan for the Tracy Subbasin;

WHEREAS, the Byron-Bethany Irrigation District and The West Side Irrigation District consolidated as a single entity on September 29, 2020;

WHEREAS, the Partners developed a single Groundwater Sustainability Plan for the for the Tracy Subbasin (“**Tracy Subbasin GSP**”);

WHEREAS, the Partners desire to continue cooperating on the Tracy Subbasin GSP pursuant to the framework established by the Agreement on an interim basis regardless of the date of any approval of the Tracy Subbasin GSP by the California Department of Water Resources;

WHEREAS, the Partners desire, through this Amendment, to allocate the shared costs necessary to meet the regulatory requirements of the 2014 Sustainable Groundwater Management Act, including updates to and implementation of the Tracy Subbasin GSP, monitoring, preparation of annual reports, program management, administrative expenses, professional services, and other activities as may be deemed necessary by all GSAs for preparation and implementation of the Tracy Subbasin GSP, excluding costs related to local monitoring and implementation of local projects and management actions that a Partner agrees to pay;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, it is agreed by and among the Partners as follows:

1. Article I: Term of Agreement of the Agreement shall hereafter be and read as follows:

This Agreement shall be effective as of the Effective Date and shall continue until terminated by a majority vote of the Partners. However, in the event of termination each of the Partners will remain responsible for its proportionate share of any obligation or liability duly incurred by them under this Agreement.

2. Article II: GSP Development Funding of the Agreement is hereby deleted and replaced in its entirety with the following:

## **ARTICLE II: GSP DEVELOPMENT AND IMPLEMENTATION FUNDING**

- A. Fiscal Year. The Fiscal Year of the GSP Coordination Committee (“**Committee**”) shall be July 1 through June 30. Each Fiscal Year, using the defined Cost Allocation, the Committee shall develop a recommended budget for meeting the regulatory requirements of the 2014 Sustainable Groundwater Management Act, including updates to and implementation of the Tracy Subbasin GSP, monitoring, preparation of annual reports, program management, administrative expenses, professional services, and other activities as may be deemed necessary by all GSAs for preparation and implementation of the Tracy Subbasin GSP, excluding costs related to local monitoring and implementation of local projects and management actions that a Partner agrees to pay (“**Shared Costs**”) for consideration for each Partner. On an annual basis, the Committee and/or contracting agent shall provide the Partners with a record of expenditures from the previous Fiscal Year related to this Agreement.
  - B. Cost Allocation. Any Shared Costs shall be apportioned among and paid by the Partners based on a cost allocation methodology proportionate to 60% of each Partner’s groundwater use, 20% on each Partner’s gross acreage within its GSA, and 20% on each Partner’s population in the Non-Delta Management Area of the Tracy Subbasin. The Non-Delta Management Area includes the area of the Subbasin generally south of the Old River, including portions of the Middle River (between the Old River and the San Joaquin River) and portions of the Subbasin that extend east of the San Joaquin River to include the City of Lathrop. On an annual basis, the Committee shall reevaluate and approve each Partner’s percentage contribution to the total Shared Costs using the most recently available data regarding each apportioned category representing current average conditions. The cost allocation methodology for Shared Costs shall be approved only upon a two-thirds (2/3) super majority vote of the Committee.
  - C. Payment. The GSAs shall pay any invoice associated with this Amendment within thirty (30) days of the date of the invoice.
  - D. Noncompliance. In the event any Partner fails to pay its agreed upon contributions when due, such Partner shall be subject to involuntary removal of a Partner by a majority vote of the remaining Partners.
3. Article IX: General Provisions of the Agreement shall hereafter be and read as follows:
    - A. Counterparts: This Amendment may be executed in any number of counterparts. When at least one such counterpart has been signed by each Party, this Amendment shall be deemed to have been fully executed, each counterpart shall be deemed to be an original, and all counterparts shall be deemed to be one and the same agreement.
    - B. Continued Validity. Except as otherwise provided in this Amendment the Agreement shall continue in full force and effect and govern this transaction.

IN WITNESS WHEREOF, the Partners have executed this Amendment as of the day and year first above written.

\*\*\*SIGNATURES CONTAINED ON FOLLOWING PAGES\*\*\*

BYRON-BETHANY IRRIGATION DISTRICT

a political subdivision of the State of California,

acting in its capacity as a Groundwater Sustainability Agency within the Tracy Subbasin

By: /s/ Rick Gilmore

Rick Gilmore, General Manager

ATTEST: /s/ Kelley Geyer

Deputy Secretary

BANTA-CARBONA IRRIGATION DISTRICT  
a political subdivision of the State of California,  
acting in its capacity as a Groundwater Sustainability Agency within the Tracy Subbasin

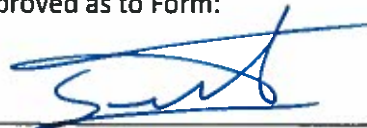
By   
President

ATTEST: 

CITY OF LATHROP GROUNDWATER SUSTAINABILITY AGENCY

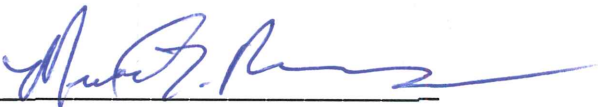
By:   
City Manager

ATTEST:   
City Clerk

Approved as to Form:  
  
City Attorney



CITY OF TRACY GROUNDWATER SUSTAINABILITY AGENCY

By: 

Michael Rogers  
City Manager

ATTEST: 

Adrianne Richardson  
City Clerk


Approved as to Form:


Riana Daniel

Digitally signed by Riana  
Daniel  
Date: 2021.12.22 17:33:26  
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for Gregory J. Rubens  
Interim City Attorney

STEWART TRACT GROUNDWATER SUSTAINABILITY AGENCY

By:   
President

ATTEST:   
Secretary