COORDINATION AGREEMENT FOR MANAGEMENT PRACTICES EVALUATION PROGRAM GROUP OPTION

THIS AGREEMENT, made effective as of the 17 day of January 2014, by and between the East San Joaquin Water Quality Coalition, San Joaquin County Resource Conservation District on behalf of the San Joaquin County and Delta Water Quality Coalition, and San Joaquin Valley Drainage Authority on behalf of the Westside San Joaquin River Watershed Coalition, collectively called "Parties," constitutes the Agreement required by Waste Discharge Requirements General Order for the Growers within the Eastern San Joaquin River Watershed, Order No. R5-2012-0116-R1, Provision VIII.D.2.a., which allows for a third-party to fulfill its requirements associated with a Management Practice Evaluation Program Workplan through a Group Option.

WHEREAS:

A. On December 7, 2012, the California Water Quality Control Board, Central Valley Region ("Regional Board") adopted Waste Discharge Requirements General Order for Growers Within the Eastern San Joaquin River Watershed that are Members of the Third-Party Group (Order No. R5-2012-0116).

B. On January 9, 2014, the Regional Board will consider adoption of Waste Discharge Requirements General Order for Growers within the Western San Joaquin River Watershed that are Members of a Third-Party Group.

C. On March 11/12, 2014, the Regional Board will consider adoption of Waste Discharge Requirements General Order for Growers within the San Joaquin County and Delta Area that are Members of a Third-Party Group.

D. Order No. R5-2012-0116 contains a requirement for a Management Practice Evaluation Program Workplan that has an overall goal of determining the effects, if any, irrigated agricultural practices may have on first encountered groundwater under different conditions that could affect the discharge of waste from irrigated lands to groundwater, and that must address the conditions relevant to high vulnerability groundwater areas.

E. Order No. R5-2012-0116 includes a provision that allows the third-party that will administer Order R5-2012-0116 to fulfill the Management Practice Evaluation Program Workplan requirement as part of a larger Management Practices Evaluation Program Group (hereafter referred to as "Group Option"), which is an entity formed to develop and carry out the management practices effectiveness evaluations required of Order No. R5-2012-0116, and similar Orders that will be adopted.

F. To exercise the Group Option, the third-party must submit a copy of the agreement of the parties included in the Group to the Regional Board. According to Order No. R5-2012-0116, the agreement must include a description of the roles and responsibilities of each of the organizations in the

MPEP Group; identification of the technical experts who will prepare and implement the workplans, along with their qualifications; the person(s) responsible for timely completion of the workplans and reports required by this Order; and an organizational chart showing the reporting relationships and responsibilities of the participants in the group.

G. It is anticipated that the Waste Discharge Requirements General Order for Growers within the Western San Joaquin River Watershed that are Members of a Third-Party Group, and the Waste Discharge Requirements General Order for Growers within the San Joaquin County and Delta Area that are Members of a Third-Party Group, will include the same Group Option and associated requirements as those contained in Order No. R5-2012-0116.

H. In the interest of economy and to pursue the Group Option, the Parties agree to the following in order to work collectively and collaboratively towards development of a Management Practices Evaluation Program Workplan that will satisfy requirements contained in Order No. R5-2012-0116 and in pending Orders.

NOW, THEREFORE, IN CONSIDERATION OF ALL THE RECITALS, PROMISES AND COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. Purpose of Agreement: The purpose of this Agreement is to exercise the Group Option specified in Order No. R5-2012-0116, Provision VIII.D.2.a., and which is anticipated in being duplicated in like Orders for all Parties.

2. Roles & Responsibilities of the Parties:

   a. Each Party that is a signatory to this Agreement agrees to work in good faith with all other signatory parties to timely develop a Management Practices Evaluation Program Workplan that meets the requirements of Provision VIII.D.2. of Order No. R5-2012-0116, section IV.B. of Attachment B to Order No. R5-2012-0116, and like requirements in pending Orders for the signatory Parties.

   b. Each Party agrees that it will designate one representative and one alternate to participate in the Group Option's coordination committee for development and implementation of a Management Practices Evaluation Program Workplan.

   c. Each Party agrees that its representative and alternate will be active participants, and will maintain open communication and coordination with the other signatory Parties to the Agreement.

d. Each Party agrees that documents and information developed through this Agreement shall be considered internal working documents until all documents and information have been reviewed and approved by all Parties, and all Parties agree that such documents and information are suitable for release to the Regional Board and/or others as required. Parties agree that permission for release of such documents and information prepared through this Agreement shall not be unreasonably withheld.

e. Each Party recognizes and agrees that a Management Practice Evaluation Program Group Workplan that meets the intent and purpose of the requirements contained in Order No. R5-2012-0116 and anticipated in like Orders shall be developed and submitted no later than two years from approval of the East San Joaquin Water Quality Coalition's Groundwater Assessment Report, unless the time for submittal has been extended by the Regional Board.

3. Allocation of Costs: The Parties anticipate that it will be necessary to jointly hire technical consulting services to assist Parties with respect to development of a Management Practices Evaluation Program Workplan and to implement the Group Option. The Parties agree that costs, including billings for services of technical consultants and coordination efforts authorized pursuant to this Agreement shall be divided among the Parties based upon equal percentages. For example, if there are three Parties that execute this Agreement, then costs shall be split into thirds. All expenditures require prior approval of all Parties.

4. Selection of Technical Consulting Services: To select appropriate technical consulting services that are qualified to develop and implement a Management Practices Evaluation Program, the Parties agree that the Parties shall jointly solicit requests for proposal from various qualified consultants. Based on the responses to the requests for proposal, the Parties agree that they shall then jointly select a qualified technical consultant to prepare the Management Practices Evaluation Program Workplan, and implement the program once the Management Practices Evaluation Program Workplan is approved by the Executive Officer. The Parties agree that a request for proposal shall be circulated no later than 60 days after approval of the East San Joaquin Water Quality Coalition's Groundwater Assessment Report, and that a qualified technical consultant will be selected within 90 days after approval of the East San Joaquin Water Quality Coalition's Groundwater Assessment Report.

5. Addition and Withdrawal of Parties: In the event that, following initial execution of this Agreement, additional Parties desire to become parties to this Agreement, or in the event of withdrawal from this Agreement by one or more Parties, the percentage shares of each Party shall be split equally according to the number of Parties remaining as part of this Agreement; provided, however, that a withdrawing Party shall remain obligated to pay its share of

fees and costs incurred up to and including the date on which written notice of withdrawal is delivered to the Designated Party identified in paragraph 6 of this Agreement, and other participating Parties. In addition, if any Party withdraws, such Party shall not object to, and hereby waives any conflict regarding the continued development of the information and Program developed pursuant to this Agreement.

6. Designation of East San Joaquin Water Quality Coalition (Coalition): The Parties designate Coalition to serve as the lead for purposes of the coordinated effort described in this Agreement. Coalition agrees to take the lead in coordinating efforts amongst the Parties, directing work of technical consultants as specifically authorized and agreed upon by the Parties. Coalition shall also be the lead for communicating with the Regional Board, as requested and directed by the Parties. Coalition recognizes the importance of coordination among the Parties' respective representatives and commits to appropriate collaboration to ensure that the individual needs and concerns of each Party are addressed. The designation of Coalition as the lead for coordination purposes does not change the requirement that each Party must approve (1) hiring or consultants, (2) submittals to the Regional Board and (3) all expenditures.

7. Billing Procedures: Coalition agrees to collect billings for costs incurred pursuant to this Agreement and to issue invoices to the Parties for such costs, including for services provided by Coalition, in accordance with the allocation described in paragraph 3 above. Parties agree to make payments on these invoices within 30 days of the date of the specific invoice.

8. Withdrawal/Termination: Any Party may withdraw as a Party to this Agreement upon thirty (30) days prior written notice to all other Parties and the Regional Board, and thereafter this Agreement shall be terminated with regard to any such Party, provided, however, any withdrawing party shall continue to be obligated under the terms of this Agreement to maintain all the confidences, privileges and shared Information it may possess as a result of this Agreement. Notwithstanding the above, if the San Joaquin County Resource Conservation District (District) elects not to apply to be a "third party" under the Waste Discharge Requirements General Order for Growers within the San Joaquin County and Delta Area that are Members of a Third-Party Group, anticipated to be adopted in March 2014, or is not approved as a "third party" pursuant to the General Order, the District may withdraw as a party upon written notice to the other parties and shall have no obligations under this Agreement other than for expenses incurred prior to the date of withdrawal which were expressly approved by the District pursuant to this agreement.

9. Expenditures: Until such time that a technical consultant is selected, the Parties find it difficult to determine the amount of expenditures necessary to

commit to development of a Management Practices Evaluation Program Group Option. In the alternative, the Parties agree that it is appropriate to commit to an initial expenditure of funds to be paid by the Parties pursuant to this Agreement, and that such amount shall not exceed $100,000 in total from all Parties. The Parties agree to adjust this amount as necessary depending on the responses provided by appropriate qualified technical consultants through the request for proposal process, and based on the cost estimates made by the Parties. The expenditure of any resources by Coalition pursuant to this Agreement shall be at the direction of the Parties, and shall be discussed and approved by the Parties' representatives in advance, including any expenditures referenced in this paragraph. The expenditure of resources by any consultant or sub-consultant, shall first be presented to the Parties in writing, shall include a proposed scope of work and cost estimate, and be authorized at a meeting or conference call of Parties.

10. Modification: This Agreement shall be modified only in writing upon the prior written consent of each Party.

11. Interpretation: This Agreement shall be interpreted in accordance with the laws of the State of California.

12. Notice: Any notice with respect to this Agreement shall be deemed fully given and made when delivered in writing or mailed by registered mail as follows:

East San Joaquin Water Quality Coalition
c/o Parry Klassen, Executive Director
1201 L Street
Modesto, CA 95354

Copy to:
Theresa A. Dunham, Esquire
Somach Simmons & Dunn
500 Capitol Mall, Suite 1000
Sacramento, CA 95814

San Joaquin County Resource Conservation District
c/o Jack Hamm, President
3422 W. Hammer Lane, Suite A
Stockton, CA 95219

Copy to:
Jennifer L. Spaletta, Esquire
Spaletta Law PC
P.O. Box 2660
Lodi, CA 95241

San Joaquin Valley Drainage Authority
c/o Joseph McGahan, Watershed Coordinator
Westside San Joaquin River Watershed Coalition
887 N. Irwin Street
P.O. Box 1122
Hanford, CA 93232

Copy to:
Diane V. Rathmann, Esquire
Linneman, Burgess, Telles, Van Atta, Vierra, Rathmann, Whitehurst & Keene
1820 Marguerite Street
Dos Palos, CA 93620

The place of notice for any Party may be changed by written notice to the others.

13. Remedy for Breach: Each Party acknowledges and agrees that monetary damages would be an inadequate remedy for a breach of this Agreement and that each party shall be entitled to specific performance or injunctive relief, or both, to prevent the breach or continued breach of this Agreement.

14. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Facsimile and Electronic Signatures: The Parties hereby authorize this Agreement to be executed upon the facsimile or electronic signatures of the representatives named in this Agreement, and agree that such facsimile or electronic signatures shall be valid and binding as though original signatures had been provided.

16. Additional Signatories: The Parties anticipate that during the course of implementation of the Group Option that other parties may desire to join the coordination efforts of these parties and similarly be covered by the terms of this Agreement. Should this occur, the new party should request the consent of the Party representatives for the existing parties via email. If no objections are received within 5 days, the new party may join this agreement by executing counterparts of Exhibit A hereto, which executed Exhibit A's shall be attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

East San Joaquin Water Quality Coalition

By_____
Parry Klassen, Executive Director

San Joaquin County Resource Conservation District

By_____
Jack Hamm, President

San Joaquin Valley Drainage Authority

By_____
Joseph McGahan, Watershed Coordinator

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San Joaquin County Resource Conservation District

By Jack Hamm
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Parry Klassen, Executive Director

San Joaquin County Resource Conservation District

By_____
Jack Hamm, President

San Joaquin Valley Drainage Authority

By_____
Joseph McGahan, Watershed Coordinator

EXHIBIT A

AGREEMENT TO JOIN AND BE BOUND BY THE COORDINATION AGREEMENT FOR MANAGEMENT PRACTICES EVALUATION PROGRAM GROUP OPTION

New Party _____ has read the Coordination Agreement for Management Practices Evaluation Program Group Option, effective as of _____ and desires to become a party to the Agreement. New Party has provided notice to the existing parties and none of the existing parties have objected to the joining of New Party. New Party agrees to be bound by all of the terms and conditions of the Agreement.

Date:_____

New Party:_____

Signature:_____
Name:_____
Title:_____