

**MEMORANDUM OF AGREEMENT
REGARDING IMPLEMENTATION OF
THE GROUNDWATER SUSTAINABILITY PLAN
FOR THE PASO ROBLES GROUNDWATER BASIN**

This Memorandum of Agreement (MOA) regarding Groundwater Sustainability Plan (GSP) administration and implementation of groundwater management for the Paso Robles Groundwater Basin (Basin) is entered into by and between the City of El Paso de Robles (“City”), the San Miguel Community Services District (“SMCSD”), the County of San Luis Obispo (“County”) and the Shandon San Juan Water District (“SSJWD”) (each referred to individually as a “Party” and collectively as the “Parties”).

Recitals

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (Water Code §§ 10720 *et seq.*) (“SGMA”), which became effective on January 1, 2015 and which have been and may continue to be amended from time to time; and

WHEREAS, SGMA requires the establishment of a groundwater sustainability agency (“GSA”) or agencies for all basins designated as medium or high priority by the California Department of Water Resources (“DWR”) on or before June 30, 2017; and

WHEREAS, SGMA further requires the adoption of a groundwater sustainability plan (“GSP”) or coordinated GSPs for all basins designated by DWR as high or medium priority and subject to critical conditions of overdraft on or before January 31, 2020; and

WHEREAS, DWR has designated the Paso Robles Area Basin (Basin No. 3-004.06) (“Basin”) as a high priority basin subject to critical conditions of overdraft; and

WHEREAS, each of the Parties has become the GSA within its respective service area overlying the Basin and has informed DWR of its decision and intent to undertake sustainable groundwater management therein; and

WHEREAS, the Parties acting as separate and independent GSAs and which together cover the entirety of the Basin, plan to sustainably manage the groundwater resource under SGMA; and

WHEREAS, the Parties, each acting as a GSA within its respective service area, have submitted a single GSP for the Paso Robles Groundwater Basin to DWR; and

WHEREAS, the Parties share the common goal of cost effective, sustainable groundwater management that considers the interests and concerns of all beneficial uses and users of groundwater

within the Basin; and

WHEREAS, the Parties acknowledge that the complexity, difficulty and financial ramifications involved in organizing and successfully initiating groundwater management, including significant reductions in groundwater extraction, require extensive data collection and a cautious and skillful approach to account for the very real concerns of all beneficial uses and users of groundwater within the Basin; and

WHEREAS, the Parties agree that because the GSP attributes 90% of groundwater extraction to irrigated agriculture, and because the GSP states that the primary method to achieve sustainability relies on the owners of irrigated properties to either reduce groundwater extraction or pay for other sources of water, there is a need to ensure representation by irrigated agriculture in GSP implementation under this MOA; and

WHEREAS, the active involvement and cooperation of all users of groundwater within the Basin critical for successful sustainable management of the Basin.

NOW, THEREFORE, it is mutually understood and agreed as follows:

Section 1 Purpose

The purpose of this MOA is to formalize a process to undertake GSP implementation and to clearly designate the roles and responsibilities of the Parties in this undertaking. The purpose and intent of this MOA is to provide for the terms and conditions under which the Parties share in the Basin-wide administration, data collection, reporting, coordinating public outreach and any joint action or policies needed to comply with SGMA and GSP implementation for the Basin. This MOA creates a guiding Board, which in consultation with its Member Agencies, contracting entities and interested parties is to collectively develop the data, resources and outreach efforts to implement GSP administration for the sustainable management of groundwater for that portion of the Paso Robles Basin underlying the jurisdictional boundaries of each of the Parties, as those boundaries may be amended from time to time.

Notwithstanding their intent to collectively implement GSP administration, the Parties shall maintain complete control and autonomy over the management of the surface water and groundwater supply assets to which they are currently legally and individually entitled to use or authorized to manage, Any contributions of water supply assets as part of the participation in a GSP shall be voluntary and no such voluntary contribution shall be deemed a relinquishment of any rights to water so contributed.

The Parties may exercise independent power within their own jurisdiction, including but not limited to, conducting special activities, establishing or approving fees, and exercising and administering all powers held by each Party with regard to groundwater management and regulation as they existed prior to the approval of this MOA or consistent with SGMA and California water law, except as otherwise provided in this Agreement or as required by SGMA.

Members may be responsible within each of their own jurisdictions or service areas for GSP implementation. Parties that are responsible for implementation and have interwoven jurisdictional boundaries may enter into a separate memorandum of understanding to determine their respective responsibilities under this paragraph, subject to the approval of each Party's Board of Directors. Each Party will be responsible for adhering to the terms of this Agreement, for constructively participating in the efforts to achieve compliance with SGMA, and for timely payment of contributions that are approved by the GSP Board of Directors in compliance with this Agreement.

Activities unrelated to the sustainable management of groundwater in the Paso Robles Basin as provided in SGMA shall not be undertaken by the GSP Board.

Section 2

TERM

This MOA shall become effective on the date that the last of the four (4) Parties signs ("Effective Date") and shall remain in effect until terminated in accordance with Section 9.2 or Section 12.2 below.

Section 3

PLAN MANAGER AND ADMINISTRATOR

3.1 The Parties agree to create a Request for Proposal (RFP) for a consultant engineer to act as the Plan Manager and General Administrator (Plan Manager) for initial GSP implementation under the guidance and direction of the four GSAs. The RFP will lay out the specific and limited duties, powers and responsibilities of the Plan Manager during the initial period of GSP implementation. This period will likely correspond to the time necessary to create the measures, regulations or other elements of an effective regulatory framework for GSP implementation. The Plan Manager will report to and work under the auspices of the GSP Board.

3.2 The Plan Manager will, within approved budgets and under GSP Board direction, direct the efforts to collect required data, perform periodic reporting, establish and expand the GSP monitoring network, conduct or direct approved research and investigations, compile ongoing GSP compliance reports, coordinate GSP implementation and manage the Data Management System on behalf of member GSAs. The Plan Manager will assist the GSP Board in developing budgets and operational policies, coordinate the ongoing interested party outreach effort, and ensure that creation and adoption of any rules, bylaws, regulations, policies or procedures as directed by the individual Parties to govern GSP implementation, as authorized by SGMA, are equitably applied and administered. The Plan Manager will track, record and report to the GSP Board all expenditures and expenses.

Section 4
Paso Basin GSP Board

4.1 The Parties hereby establish the Paso Basin GSP implementation Board (GSP Board) which shall be composed of a member and alternate member from each GSA and one member representing irrigated agriculture.

4.2 The governing body of each Party shall promptly appoint a member and alternate member to the GSP Board. Each Board member and alternate member shall serve at the pleasure of the appointing Party, and may be removed from the GSP Board by the appointing Party at any time. Each Board member's compensation, if any, for his or her service on the Board shall be the responsibility of the appointing Party.

4.2.1 Directors shall be elected officials who have been appointed to serve on the Members Board of Directors by their respective boards, councils or commissions, or are the authorized representatives of a Member or Interested Party. Those eligible for the Irrigated Agriculture seat shall be selected from owners of property within the Basin whose historical groundwater extraction practices subject said property to groundwater management under this GSP.

4.2.2 Vacancies – Filling a vacancy of a Director's seat (#'s 1-4) is the responsibility of the Party who is represented by that Director's seat on the Board of Directors. The initial selection of Board Member and Alternate for the Irrigated Agriculture seat (#5) will be made by unanimous vote of Directors #1-4 at the first Board meeting, who will consider candidates and will fill that seat at that initial meeting or within the following forty five (45) days.

4.2.2.1 In the event of a vacancy of the Irrigated Agriculture seat (#5), the remaining Board of Directors (Seat #'s 1-4) shall convene a meeting to appoint by unanimous consent a designee to fill that seat within sixty (60) days of the vacancy.

4.2.3 If the Board of Directors determines that reasonable cause exists to remove a Director from the Board, it can request that the Party or Parties that appointed the Director remove the individual and appoint a new Director.

4.3 The GSP Board shall create an RFP to advertise and select a Plan Manager.

4.4 The Board shall direct and assist the Plan Manager to conduct activities related to GSP implementation at the pleasure and under the guidance of the Parties, including, but not limited to:

- A. Incremental development of the data to allow for GSP implementation that achieves the goals and objectives detailed in the Plan;
- B. Create RFPs, review applicants and participate in the selection of consultants related to Board efforts, as more specifically set forth in Section 6 below;
- C. Development of recommended annual budgets and additional funding needs for consideration and approval of the Parties and development of a record of expenditures, in accordance with and subject to Section 5 below. Consistent with Section 7 below, it is expected that each of the Parties will contribute in-kind staff support; therefore, recommended annual budgets shall generally not include the staff or overhead costs of any Party associated with participation in this MOA;
- D. Development of a plan that describes the anticipated tasks to be performed under this MOA and a schedule for performing said tasks;
- E. Implementation of the actions and/or policies undertaken pursuant to this MOA and resolution of any issues related to these actions and/or policies;
- F. Development of measures that may be implemented in the event insufficient or unsatisfactory progress is being made;
- G. Development of a stakeholder participation plan that includes public outreach and education programs and workshops as appropriate and that involves the interested stakeholders in developing actions and plans (*e.g.* workshops at key milestones);
- H. Develop the necessary data to create proposals for GSP Board consideration.
- I. Establishment from time to time of one or more standing or *ad hoc* committees to assist in carrying out the purposes and objectives of the Board as may be necessary;
- J. Develop and recommend adoption by each individual Party regulations, ordinances, regulations or policies that allow necessary actions for GSP implementation and which treat all property owners or interested parties in a manner that is fair and proportional under substantially common conditions;
- K. Coordination with neighboring GSAs and their GSPs in the greater Salinas Valley Groundwater Basin as may be required to ensure no adverse effects of any actions taken in GSP implementation are felt beyond individual Basin boundaries.

4.5 The Board shall meet at least quarterly to carry out the activities described above. The Board shall prepare and maintain minutes of its meetings, and all meetings of the Board shall be conducted in accordance with the Ralph M. Brown Act (Government Code §§ 54950 *et seq.*). A majority of the members of the Board shall constitute a quorum for purposes of transacting business, except that less than a quorum may vote to adjourn the meeting.

4.5.1 The officers of the GSP Board are the Chair, Vice-Chair, Secretary and Treasurer.

4.5.2 The Board of Directors shall, at its first meeting and thereafter at its first meeting following July 1 of each succeeding year, elect a Chair and Vice-Chair from among the Directors. The Vice-Chair shall assume responsibilities of the Chair in the absence of the Chair.

4.5.3 The Secretary shall (1) keep or cause to be kept, at the principal executive office or such other place as the Board may direct, a book of summary minutes of all meetings and actions of the Board of Directors and committees of the GSP Board, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at such meetings and the proceedings of such meetings; and (2) give, or cause to be given, notice of all meetings of the Board and committees of the GSP Board. The Secretary has such powers and may perform such other duties as may be prescribed by the Board.

4.5.4 The Board of Directors shall designate a qualified person to act as the Treasurer of the GSP Board. The person holding the position of Treasurer of the GSP Board shall have charge of the depositing and custody of all funds held by the GSP Board. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law and that may be prescribed by the Board or the Bylaws. In the event that the person designated by the Board is not a Director, the person serving as Treasurer may be reasonably compensated for performing such work. In the event that the person designated by the GSP Board to perform such services is an employee of a Member, the governing body of that Member shall determine the reasonable charges to be made against the GSP Board for the services of the Treasurer. The Treasurer shall be responsible for all money of the GSP Board from whatever source. All funds of the GSP Board shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the GSP Board shall be open to inspection by the Members. The Treasurer shall contract with a certified public accountant to make an annual audit of the accounts and records of the GSP Board.

4.5.5 The Board of Directors may select a Member or a third party to act as the fiscal agent for the GSP Board pursuant to an agreement with the fiscal agent approved by the Board of Directors.

4.6 Subject to Section 4.7 below, on all matters considered by the Board, the vote of each member shall be weighted equally in accordance with the following percentages:

City Member	20%
SMCSD Member	20%
SSJWD Member	20%
County Member	20%
Irrigated Ag Member	20%

4.7 Any action or recommendation considered by the Board shall require the affirmative vote of 51 percent based on the percentages set forth in Section 4.6 above.

4.7.1 Notwithstanding the foregoing, the following shall require the affirmative vote of 100 percent based on the percentages set forth in Section 4.7 above: (A) a recommendation to substantially amend the GSP or adopt any amendment thereto prepared in response to comments from DWR, (B) a recommendation that the Parties amend this MOA, and (C) adoption and levying of fees and assessments.

4.7.2 For purposes of determining whether the requisite voting threshold has been met, the voting percentage of each member must be included in the calculation with the following limited exception: in the event that a member recuses himself or herself (A) said member's voting percentage shall be allocated *pro rata* to the other members for purposes of determining whether the 51 percent threshold has been met and (B) said members' affirmative vote shall not be required to reach the 100 percent threshold (i.e. all members who have not recused themselves must vote in the affirmative).

4.7.3 Without limiting the foregoing, an absence by any member(s) shall not result in any *pro rata* distribution for purposes of determining whether the 51 percent threshold has been met or result in elimination of the requirement that said member vote in the affirmative for purposes of determining whether the 100 percent threshold has been met.

4.7.4 Voting Thresholds:

All decisions require a majority vote of the present and voting Board of Directors, except the following:

Voting Thresholds of the GSP Board of Directors

GSP Board	Threshold
Amendments to the GSP	Unanimous vote of Directors 1-5
To incur debts, liabilities or obligations on behalf of the GSP Board	Four Affirmative Votes by Directors 1-4
Adoption of or revisions to policies of the GSP Board	Four Affirmative Votes by Directors
GSP Enforcement	Three Affirmative Votes by Directors including the Director(s) from the GSA(s) with jurisdiction over the portion of the Basin in which Enforcement is under consideration.
Authorization to obligate the GSP Board to participate in litigation, or other legal proceedings	Five Affirmative Votes by Directors

Amendment of the Agreement	Unanimous vote of all Directors, subject to ratification by all Members
Any Assessment or Fees levied or imposed by the GSA	Unanimous vote of all Directors
Budget allocation among Parties	Four Affirmative Votes by Directors
Removal of a Member from the GSP Board	Four Affirmative Votes by Directors

4.8 The creation of the Board shall not be construed as a delegation of any powers or authorities not specifically detailed in this MOA, and all powers and authorities of each individual Party shall reside with that Party.

4.9 The Board shall consider the involvement in advisory committees or as nonvoting members of the Board representative of environmental, rural residential or other constituencies of interest in protecting the beneficial use or uses of the groundwater resource.

**Section 5
FUNDING**

5.1 The Fiscal Year of the Board shall be July 1 through June 30.

5.2 For Fiscal Years 2020 – 2021, the Board shall develop a recommended budget for consideration by each Party. Subject to each Party’s approval of the budget for the relevant Fiscal Year, each Party shall be responsible for funding a portion of said budgeted costs in accordance with the percentages based on the most current groundwater extraction data available and in use for GSP reporting. Current data from GSP Chapter 6 is used in Addendum A to proportionally assign responsibility for each Party until a future Board completes a successful funding initiative (Table 5.1 below):

City of Paso Robles	6.4%
SMCSD	0.8%
SSJWD	26.4%
County of SLO	66.4%

5.3 Neither the Board nor any Party on behalf of the Board shall make any financial expenditures or incur any financial obligations or liabilities pursuant to this MOA prior to approval of the budget for the relevant Fiscal Year by each Party.

5.4 For Fiscal Year 2021 – 2022 and following, the Board shall develop a recommended budget and recommended contribution percentages for consideration by each Party. Subject to each Party's approval of the budget and its contribution percentage, each Party shall be responsible for funding a portion of said budgeted costs in accordance with the percentages approved by each Party. Neither the Board nor any Party on behalf of the Board shall make any financial expenditures or incur any financial obligations or liabilities pursuant to this MOA for Fiscal Year 2020 – 2021 and following prior to approval of the budget and contribution percentages for the relevant Fiscal Year by each Party.

5.5 Future Boards will consider, develop and implement ongoing funding.

5.6 The Plan Manager and the Board will develop a list of all wells capable of extracting groundwater along with ownership, GIS and relevant location, depth, size and pumping capability. This list will be used for noticing, collecting pumping data, well protection and outreach.

5.7 It is anticipated that the vast majority of budgeted costs will involve costs for consultant services. Consequently, most contributions shall be paid to the (An Agency) selected from among the participants) in the manner described in Section 6.6 below. For budgeted costs that do not involve consultant services (if any), the Board shall determine the manner in which such contributions shall be paid consistent with Section 5.2 and Section 5.3 above.

5.8 The Board shall make recommendations related to any additional non-budgeted funding needs, but shall have no authority to require any Party to contribute funds over and above those included in the budgets approved by each Party.

5.9 On an annual basis, the Plan Manager and/or any contracting agent shall provide the Board with a record of expenditures from the previous Fiscal Year related to this MOA.

Section 6 Engagement of Consultants

6.1 It is anticipated that the Board will desire to retain the services of one or more consultants in conducting the activities identified in Sections 3 and 4.4 above, including, but not necessarily limited to, initial GSP implementation.

6.2 (An Agency) agrees to act as the contracting agent on behalf of the Board and shall follow its own procurement policies in the engagement of such consultant(s) subject to Section 6.3 below.

6.3 The (An Agency) agrees that the Parties and the Board shall be included in the selection of any consultant retained by the (An Agency) on behalf of the Board. More specifically, staff representatives from each of the Parties shall be given an opportunity to review and approve all requests for proposals prior to their release and to participate in the various stages of the selection process, including, but not limited to, review of proposals and participation on interview panels. In addition, the (An Agency) shall not issue a notice to proceed to any selected consultant until the Board has confirmed the consultant and related contract.

6.4 The Board may request that the (An Agency) terminate a consultant contract entered into on behalf of the Board subject to and in accordance with the terms specified in the contract.

6.5 All consultant contracts entered into by the (An Agency) on behalf of the Board shall include the following: (A) a provision that the consultant shall not commence work until a notice to proceed is issued and acknowledgement that a notice to proceed will not be issued until the Board confirms the consultant and contract; (B) a provision requiring that the consultant name each Party, its employees, officers and agents as an additional insured; and (C) an expected spend plan estimating the amount of the not to exceed contract amount that the consultant expects to invoice the (An Agency) each month.

6.6 Upon receipt of each invoice from a consultant retained on behalf of the Board, the (An Agency) shall calculate each Party's payment obligation based on the percentages set forth in Section 5.2, depending on the Fiscal Year. The (An Agency) shall submit an invoice to each Party showing the foregoing calculation, and each Party shall remit payment to the (An Agency) within thirty (30) days.

Section 7
Roles and Responsibilities of the Parties

In addition to performance of the roles and responsibilities set forth above related to, among other things, appointment of members and alternate members to the GSP Board, consideration of annual budgets and cost contributions and participation in the selection of consultants, the Parties shall:

- A. Work to jointly meet the objectives of this MOA through, among other things, coordination of activities related to fulfillment of said objectives;
- B. Individually or jointly designate a staff person(s) to provide expertise and existing information in a timely manner and to participate in related technical studies and/or other materials or actions being considered by the GSP Board;
- C. Upon recommendation of the GSP Board, consider adoption of ordinances or regulations necessary for GSP implementation within its respective GSA service area. Notwithstanding the foregoing, nothing contained in this MOA shall be construed as obligating any Party to implement ordinances or regulations adopted by other GSAs, or as preventing any Party from adopting necessary regulations or ordinances appropriate to its GSA Boundaries;
- D. Bring any dispute over any of the activities discussed in this MOA to the GSP Board in order to provide the Board with an opportunity to resolve the dispute.
- E. In all respects adhere to the requirements of SGMA, including, without limitation, the instruction in Water Code section 10720.5 that states, in part, “nothing . . . in any groundwater management plan adopted pursuant to this part, determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants surface water rights.”

Section 8
Interagency Communication and Providing Proper Notice

8.1 In order to provide for consistent and effective communication among the Parties, each Party agrees to designate a representative as its central point of contact on all matters relating to this MOA and in continuing GSP implementation. Additional representatives

from the community or staff may be appointed to serve as points of contact on specific actions or issues.

8.2 All notices, statements or payments related to implementing the objectives of this MOA shall be deemed to have been duly given if given in writing and delivered electronically, personally or mailed by first-class, registered, or certified mail to the Parties at the addresses set forth in Exhibit B. Notwithstanding any other provision of this MOA, the Parties may update Exhibit B from time to time without formally amending this MOA.

Section 9 Withdrawal

9.1 Any Party may unilaterally withdraw from this MOA without causing or requiring termination of this MOA. The withdrawing Party shall sign updated coordination agreements with the other Parties regarding GSP implementation. Withdrawal shall become effective upon thirty (30) days written notice to the remaining Parties' designated addresses as listed in Exhibit B. Nothing contained in this Section 9 shall be construed as prohibiting a Party that has withdrawn from this MOA from implementing its GSP for its service area within the Basin. A Party that has withdrawn from this MOA shall remain obligated to pay its percentage cost share of expenses and obligations as outlined in the current budget incurred, accrued or encumbered up to the date the Party provided notice of withdrawal, including, but not limited to, its cost share obligation under any existing consultant contract for which the (An Agency) has issued a notice to proceed. If a Party withdraws, the Board shall reassess the contributions of each remaining Party to fund the current budget and determine if the Board needs to request the contribution of additional funding from the governing board of each Party. Proportional voting shall be maintained among the remaining Parties.

Section 10 Amendments

This MOA may be amended only by unanimous written consent of all current Parties. Approval from a Party is valid only after that Party's governing body approves the amendment at a public meeting. Neither individual Board members nor individual members of the Parties' governing boards have the authority, express or implied, to amend, modify, waive or in any way alter this MOA or the terms and conditions hereof.

Section 11 Indemnification

No Party, nor any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOA. The Parties further agree, pursuant to Government Code Section 895.4, that each Party shall fully indemnify and hold harmless each other Party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such Party under this MOA.

Section 12 Miscellaneous

12.1 Execution in Counterparts. This MOA may be executed in counterparts.

12.2 Termination of MOA. This MOA upon written agreement of all parties would terminate. The Parties may decide to enter into a new agreement containing terms and conditions that the Parties agree will be more suitable to the facilitation and coordination of GSP implementation.

12.3 Choice of Law. This MOA is made in the State of California, under the Constitution and laws of said State and is to be so construed.

12.4 Severability. If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

12.5 Entire Agreement. This MOA constitutes the sole, entire, integrated and exclusive agreement between the Parties regarding the contents herein. Any other contracts, agreements, terms, understandings, promises, representations not expressly set forth or referenced in this writing are null and void and of no force and effect.

12.6 Construction and Interpretation. The Parties agree and acknowledge that this MOA has been developed through negotiation, and that each Party has had a full and fair opportunity to revise the terms of this MOA. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting

this MOA.

DRAFT

IN WITNESS WHEREOF, the Parties have executed this MOA on the dates shown below.

CITY OF EL PASO DE ROBLES
DISTRICT

SHANDON SAN JUAN WATER

By: _____
Tom Frutchey

By: _____
Willy Cunha

Its: City Manager

Its: President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM AND
TO FORM AND LEGAL EFFECT:

APPROVED AS
LEGAL EFFECT:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

COUNTY OF SAN LUIS OBISPO

SAN MIGUEL COMMUNITY
SERVICES DISTRICT

By: _____
Debbie Arnold

By: _____
Rob Roberson

Its: Chair, Board of Supervisors

Its: Interim General Manager

Date: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL EFFECT:

APPROVED AS TO FORM AND
LEGAL EFFECT:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

**EXHIBIT B
PARTY ADDRESS LIST**

County of San Luis Obispo
976 Osos Street, Room 206
San Luis Obispo, CA 93408
Attention: Wade Horton, County Administrator

City of El Paso de Robles
1000 Spring Street
Paso Robles, CA 93446
Attention: Dick McKinley, Public Works Director

San Miguel Community Services District
1150 Mission Street
San Miguel, CA 93451
Attention: Rob Roberson, Interim General Manager

Shandon San Juan Water District
365 Truesdale Road PO Box 150
Shandon, CA 93461
Attention: Willy Cunha, President, Board of Directors

ADDENDUM A

Calculation of proportional groundwater use by GSA in the Paso Basin to assign cost share
 Data taken from Ch. 6 of GSP

	<u>ac.ft.</u>	<u>%</u>
Total avg. extraction	85,800	
irrigated agriculture	77,000	90%
municipal	3,800	4%
rural domestic	3,500	4%
small commercial	1,500	2%

Irrigated acre feet extracted assumes equal average ag extraction within each GSA boundary.

	acres	%	ac.ft. extracted	other ac.ft. extrac.	total ac.ft. extrac.	%
<u>total irrigated ag.</u>						
total acres	39,000		77,000	8,800	85,800	
SSJWD	11,467	29.4%	22,640		22,640	26.4%
Paso	1,000	2.6%	1,974	3500	5,474	6.4%
SMCSD	200	0.5%	395	300	695	0.8%
County	26,333	67.5%	51,991	5000	56,991	66.4%

This gives a proportional percentage to share costs based on groundwater extraction. As soon as a future Board could develop another formula or initiate an extraction fee this formula would be abandoned.