

Browns Valley Irrigation District

Post Office Box 6, Browns Valley, CA 95918

AGENDA OF THE BROWNS VALLEY IRRIGATION DISTRICT REGULAR BOARD MEETING

WHEN

**Thursday
October 23, 2025
5:00 pm**

WHERE

**9370 Browns Valley School Road
Browns Valley, CA
95918**

This meeting will be conducted in person at the Browns Valley Irrigation District office located at 9370 Browns Valley School Road with public participation encouraged via Zoom video conference or audio teleconference. See below for additional information.

The public is invited to listen, observe and, at designated times provide comments during the meeting by either method provided for below.

The proceedings are available via Zoom, and you may participate in Public Comment by using the “raise hand” function. For persons interested in viewing and having the ability to comment at the public meeting via Zoom video conferencing, an internet enabled computer equipped with a microphone and speaker or a mobile device with a data plan is required. Use of a webcam is optional. Login information is below.

Join Zoom Meeting (Copy and paste link into the search field of an internet browser):

<https://us02web.zoom.us/j/82248155035>

Password: **123456**

To participate via the audio only teleconference, dial-in to the meeting using the information below.

Audio Only Dial-in 1-888-475-4499 Meeting ID: 822 4815 5035

Public comment may also be provided in writing via email to the General Manager at bvid@bvid.org.

Written public comment received via email prior to the adjournment of the meeting will be included in the record. If received before the end of the Board’s discussion of an agenda item, email/comments about the item will be read or summarized by District staff.

Documents and material relating to an open session agenda item that are provided to the Browns Valley Irrigation District Board less than 72 hours prior to a regular meeting will be available for public inspection and copying at 9370 Browns Valley School Road, Browns Valley, CA.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, then please contact District staff at (530) 743-5703 or (530) 743-0445 (fax).

MEETING AGENDA

1. **Minutes:** The Minutes of the October 9, 2025, Board Meeting will be reviewed by the Board for approval.
2. **Public Forum:** Any member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction provided the matter is not on the agenda. The public also may address the Board during an agenda item.
3. **Ad Hoc Committee Report:** Report to the Board about the committee meeting.
4. The Board **will discuss the BVID Office cost analysis, floor plan and grading plan with the Project Manager and may take action as appropriate.**
5. The Board **will consider Amendment 8 to the Lower Yuba River Accord Agreement for the Conjunctive Use of Surface and Groundwater Supplies. and allow the General Manager to sign.**
6. **Manager's Report:** The Manager will report to the Board current information concerning the District operations.
7. **Director's Comments and Reports:**
8. **Correspondence:**
9. **Adjournment:**

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Browns Valley Irrigation District

Post Office Box 6, Browns Valley, CA 95918

MINUTES OF THE BROWNS VALLEY IRRIGATION DISTRICT REGULAR BOARD MEETING

WHEN

**Thursday
October 9, 2025
5:00 pm**

WHERE

**9370 Browns Valley School Rd
Browns Valley, CA
95918**

This meeting will be conducted in person, by Zoom Video Conference and Audio Teleconference.

The Browns Valley Irrigation District supports the orders and directives from the California Department of Public Health and the California Governor's Office in the effort to minimize the spread of the Coronavirus (COVID-19).

Governor's Executive Order N-29-20 enables meetings of legislative bodies to be conducted by way of a teleconference. Governor's Executive Order N-33-20 directs all individuals in the state to stay at home or their place of residence except those individuals designated as essential by the Federal Government or the Office of the Governor.

The public is invited to listen, observe and, at designated times provide comments during the meeting by either method provided for below.

For members of the public interested in viewing and having the ability to comment at the public meeting via Zoom, an internet-enabled computer equipped with a microphone and speaker or a mobile device with a data plan is required. Use of a webcam is optional. Login information is below.

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**MINUTES OF THE
REGULAR BOARD MEETING
OF THE
BROWNS VALLEY IRRIGATION DISTRICT
OCTOBER 9, 2025**

Director Lowe called the Regular Meeting of the Board of Directors of the Browns Valley Irrigation District to order. Directors present were Lowe, Bordsen, Woods, and Rist, Director Howard absent. Also in attendance were Secretary/General Manager Kelly McNally, Operations Manager Kevin Shrader, Technical Services Manager Mark Sayers, BVID construction Project Manager Jerry Handy, and Administrative Specialist Tracy Hopper.

1. **Minutes: The Minutes of the September 25, 2025, Board Meeting will be reviewed by the Board for approval.** A motion by Director Woods, seconded by Director Rist to approve the September 25, 2025 minutes. Directors Lowe, Bordsen, Rist, and Woods, aye, Howard absent: motion passed.
2. **Public Forum:**
3. **Finance Committee:** The Finance Committee will report to the Board on the September 2025 Financials and Committee meeting and may take action as necessary. Motion by Director Bordsen, seconded by Director Lowe to approve the September 2025 Financial report. Directors Lowe, Bordsen, Rist, and Woods, aye, Howard absent: motion passed.
4. The Board will **discuss the 2025 Irrigation Season and may take action as appropriate.** Discussion only, no action taken.

The Board **will discuss the construction of the BVID Office with the Project Manager** and may take action as necessary. A motion by Director Lowe and seconded by Director Woods to begin solar construction at the BVID office. Directors Lowe, Bordsen, Rist, and Woods, aye, Howard absent: motion passed.

5. Manager's Report:

COLLINS LAKE STATUS

DATE	REMAINING SUPPLY VOLUME	%	LAKE ELEVATION	DIST BELOW SPILL	RELEASES	GEN OUTPUT
TODAY	21,829 AF	44.6%	1,150.8 FT	32.2 FT	63.2 CFS	0 kW
1 YEAR AGO	22,468 AF	45.9%	1,151.6 FT	31.4 FT	95.1 CFS	472 kW

YUBA RIVER STATUS (PUMPLINE CANAL)

DATE	MAX DIVERSION RATE (BVID/YWA CONTRACT)	BVID WATER RIGHT (CURRENT MONTH)	CURRENT DIVERSION*
TODAY	47.2 CFS	47.2 CFS	25 CFS

STAFF ACTIVITIES

Office staff remain busy with customer calls, inquiries, work orders and questions. The Admin team has been digging into the finances, specifically the past due accounts. There are numerous accounts that are significantly past due on pipeline payments and range from 2025 to 2021. They are sending out final notices and will continue to work on collecting past due accounts before filing notices against the property with Yuba County next June.

The Admin team is also working on a shut-off list for past due irrigation.

The Technical Services Manager has been working on the community outreach/open house meeting being held at the BVID office on October 14, 2025 from 3:30-5:00pm. An agenda for the meeting will be posted tomorrow.

BVID will be participating in Loma Rica School's Touch-a-Truck event and Harvest Festival on October 16, 2025. This will be the third year BVID has been invited and participated in the event.

On September 30, 2025, representatives from PE Alliance and Core and Main were at the BVID Office to learn more about the Sicard Flat Pipeline Project and toured the project area with the Operations Manager.

CURRENT PROJECTS

Sicard Flat Pipeline

Fusion resumed the week of May 5, 2025 and continued through August 29, 2025. The crew is currently working on backfill and digging prior to continuing with fusion.

BVID Office

The Manager and BVID Project Manager met with Yuba County Community Development and Services Agency staff to introduce the project to the County as well as answer any questions regarding the BVID Office project.

Vegetation Management

Nothing new to report.

PAST MEETINGS

9/30/2025	PE Alliance – BVID Office
10/1/2025	BVID/Yuba County CDSA
10/7/2025	Yuba Water Agency Board meeting
10/8/2025	BVID/Ascent CWT discussion
10/8/2025	BVID CIP discussion – Teams

FUTURE MEETINGS

10/14/2025 Annexation Community meeting - BVID Office
10/20/2025 NCWA Water Management Series - Teams
10/21/2025 Yuba Water Agency Board meeting
10/22/2025 Yuba GSC meeting
10/29/2025 Member Unit Water Management workshop
10/30/2025 Yuba River Endowment Board meeting

DISTRIBUTION MAINTENANCE / OPERATIONS

Upper District

Operations staff continue with service calls and maintenance throughout the District.

Mechanically cleaning the Olive Hill Ditch and clearing the ditch of debris and repairing leaks along ditch banks.

The Sicard Pipeline construction crew is making progress installing the pipeline on Peoria Road towards Hwy 20.

Lower District

Pumpline is currently running 25cfs.

6. **Director's Comments and Reports:** None

7. **Correspondence:** None

8. **Adjournment:** 6:12 pm

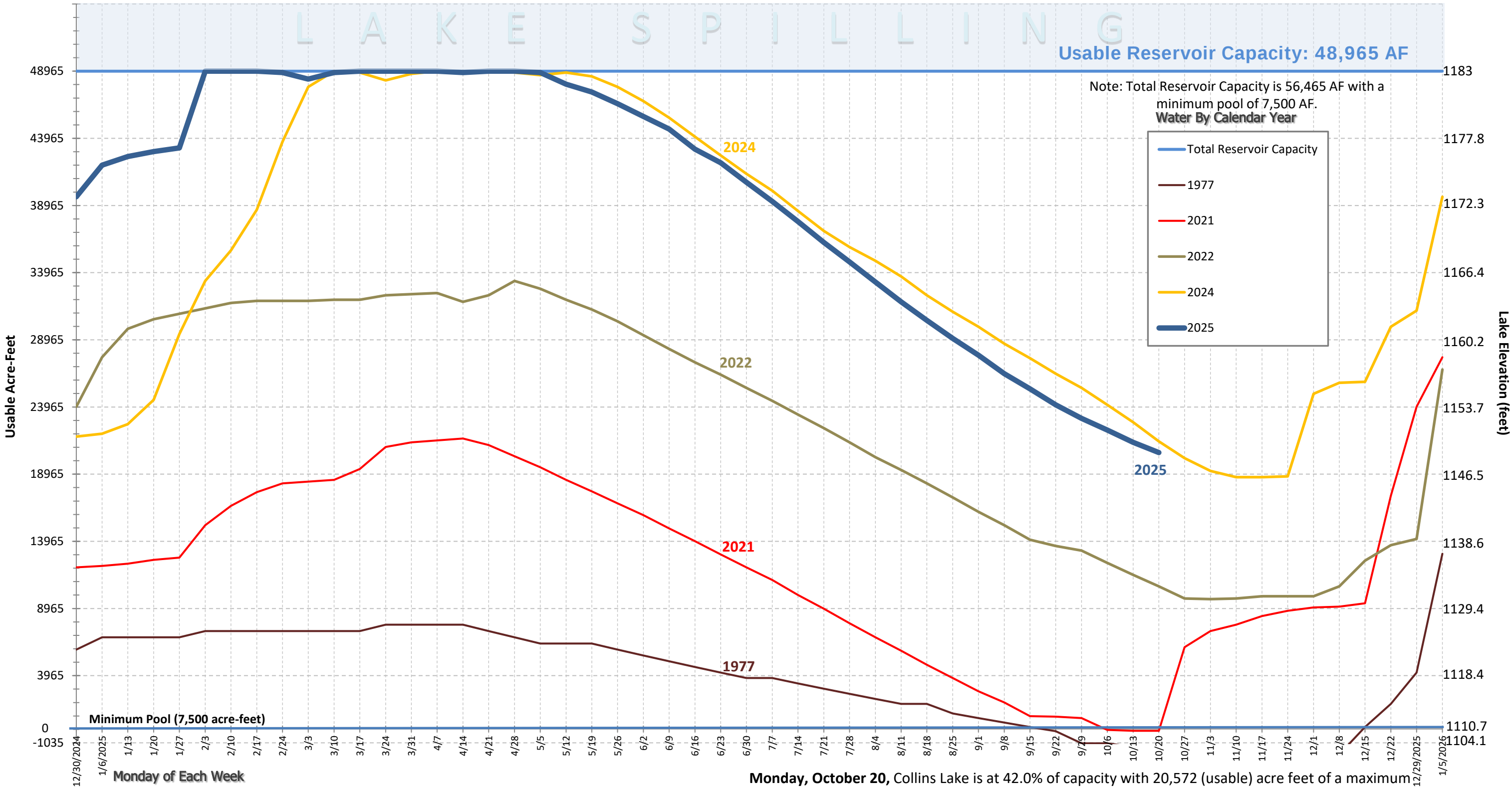
October 20, 2025

Collins Lake Usable Water (acre-feet)

L A K E S P I L L I N G

Usable Reservoir Capacity: 48,965 AF

Note: Total Reservoir Capacity is 56,465 AF with a minimum pool of 7,500 AF.
Water By Calendar Year



Monday, October 20, Collins Lake is at 42.0% of capacity with 20,572 (usable) acre feet of a maximum 48,965 acre-feet in storage. The Lake level elevation is at 1,148.9 feet or 34.1 feet below spill.



BVID - Estimate Sheet

Division	Description of Work	PEMB	Wood Frame	Difference
Concrete		\$ 90,000.00	\$ 81,000.00	\$ (9,000.00)
	Building Concrete	\$ 90,000.00	\$ 81,000.00	\$ (9,000.00)
Woods and Plastics		\$ -	\$ 232,000.00	\$ 232,000.00
	Wood Framing		\$ 170,000.00	\$ 170,000.00
	Siding		\$ 62,000.00	\$ 62,000.00
Thermal and Moisture Protection		\$ 10,300.00	\$ 104,600.00	\$ 94,300.00
	Roofing - Metal	\$ -	\$ 84,000.00	\$ 84,000.00
	- Ceiling	\$ 5,500.00	\$ 11,000.00	\$ 5,500.00
	- Perimeter	\$ 4,800.00	\$ 9,600.00	\$ 4,800.00
Doors and Windows		\$ -	\$ 7,400.00	\$ 7,400.00
	Exterior Doors and Hardware		\$ 7,400.00	\$ 7,400.00
Finishes		\$ 37,500.00	\$ -	\$ (37,500.00)
	Metal Stud Framing			\$ -
	- Office Perimeter	\$ 37,500.00		\$ (37,500.00)
Special Construction		\$ 274,000.00	\$ -	\$ (274,000.00)
	Pre-Engineered Metal Building			\$ -
	- PEMB	\$ 166,500.00		\$ (166,500.00)
	- Patio Cover	\$ 52,500.00	\$ -	\$ (52,500.00)
	- Erection	\$ 55,000.00	\$ -	\$ (55,000.00)
Totals		\$ 411,800.00	\$ 425,000.00	\$ (13,200.00)

PEMB has larger footings for Frames

PEMB has it included WF does not

PEMB has it included WF does not

PEMB has it included WF does not

PEMB has some insulation, but may need more to meet T-24

PEMB has some insulation, but may need more to meet T-24

Ext. Doors included in PEMB Cost

Ext framing included in Wood number, PEMB will need to frame separate wall.

4J Construction Services
728a Plumas St.
Yuba City, Ca. 95991



Attn: Kelly McNally
Browns Valley Irrigation District
9370 Browns Valley School Rd.
Browns Valley, Ca. 95918

Date: 10-20-25

Re. PEMB v. Wood Analysis

Kelly,

At your request, I compared a pre-engineered metal building (PEMB) and a conventional wood-framed building for the proposed 4,400 SF office and 1000 SF patio structure. Based on my estimation the total project cost difference is within approximately \$15,000.

Below are the key cost and schedule findings, followed by my recommendation.

Executive Summary

- **Cost:** Current estimators show PEMB and wood are effectively cost-neutral (delta < \$15k on a approx. 4,400 SF office and 1000 patio structure).
- **Schedule:**
 - PEMB erects and dries-in slightly faster once steel is on site but has a factory lead time.
 - Wood can mobilize earlier (shorter procurement path), often yielding the faster overall calendar to dry-in depending on when materials are released for fabrication.
- **Performance/Design:** With no large free-span requirement, wood offers simpler Title-24 compliance, façade flexibility, and interior office layouts; PEMB provides a durable, non-combustible shell and clean structure.

Cost Analysis (ROM—planning level)

Observed delta on the concept between PEMB and Wood Frame: < \$15,000.

Schedule Analysis (from “go” to weather-tight)

PEMB path (simple rectangle)

- Approval drawings & owner/AE review: ~ 4-6 weeks
- Fabrication after approval: ~8–12 weeks
- Shipping/staging to site: ~≤1 week
- Erection to dry-in (frames, secondaries, roof, walls, trim): ~5–7 weeks

Wood-framed path (same footprint/program)

- Procurement (trusses/windows typical): ~2–6 weeks

- Mobilization/start of framing (lumber readily available; can start soon after slab): within ~1–2 weeks of NTP
- Framing, sheathing, WRB/windows, roofing, siding to dry-in: ~6–8 weeks

Bottom line on schedule: PEMB have a slight schedule advantage once onsite, but you must lock in with a PEMB company during the design phase and order the building months ahead of finalized and permitted drawings.

Other Considerations

- Energy & comfort (Title-24): Wood walls/roofs typically meet required U-factors with simpler assemblies; PEMB needs added insulation/thermal breaks and careful detailing to achieve the same comfort/noise control.
- Architecture: Wood is more forgiving for storefronts and mixed cladding without custom steel; PEMB handles simple skins most economically.
- Durability/insurance: PEMB offers a non-combustible shell;

Recommendation

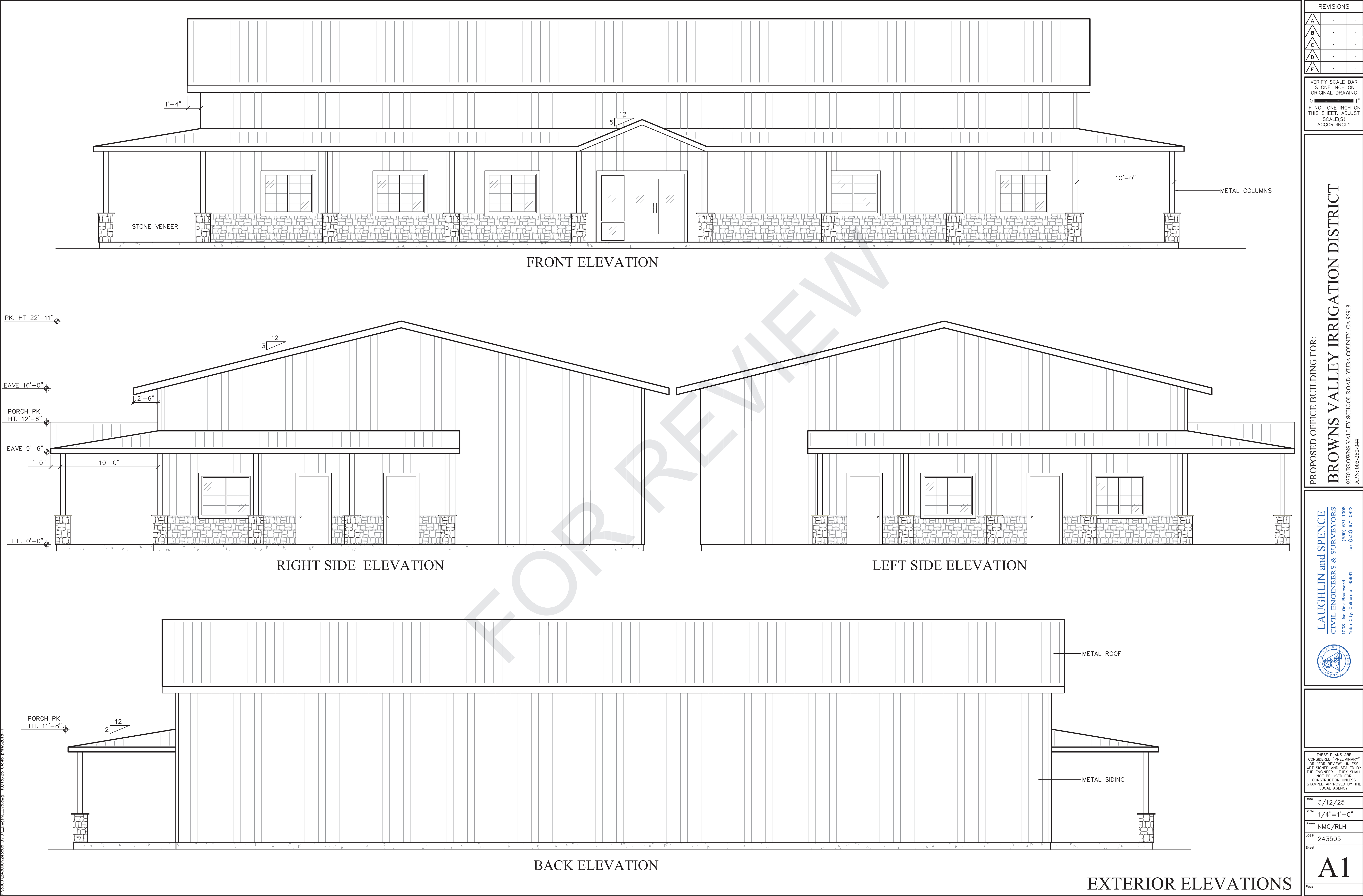
For this project, I recommend moving forward with a wood framed building for the following reasons:

- There are no large advantages from a cost or schedule standpoint to go with PEMB
- There are no large clear-span requirement that warrant using a PEMB
- Wood framed buildings are easier to work with
- Wood framed buildings don't use exterior steel frames that's intrude into the office space
- The window layouts are not impacted by the steel frames, which leads to better placement
- Wood structures simplify the design process and eliminate a design partner in the design phase

See attached cost exhibit for reference.

Kind Regards,

Jerry Handy
Owner
4J Construction Services



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PROPOSED OFFICE BUILDING FOR:
BROWNS VALLEY IRRIGATION DISTRICT
9370 BROWNS VALLEY SCHOOL ROAD, YUBA COUNTY, CA 95918
APN: 005-260-044

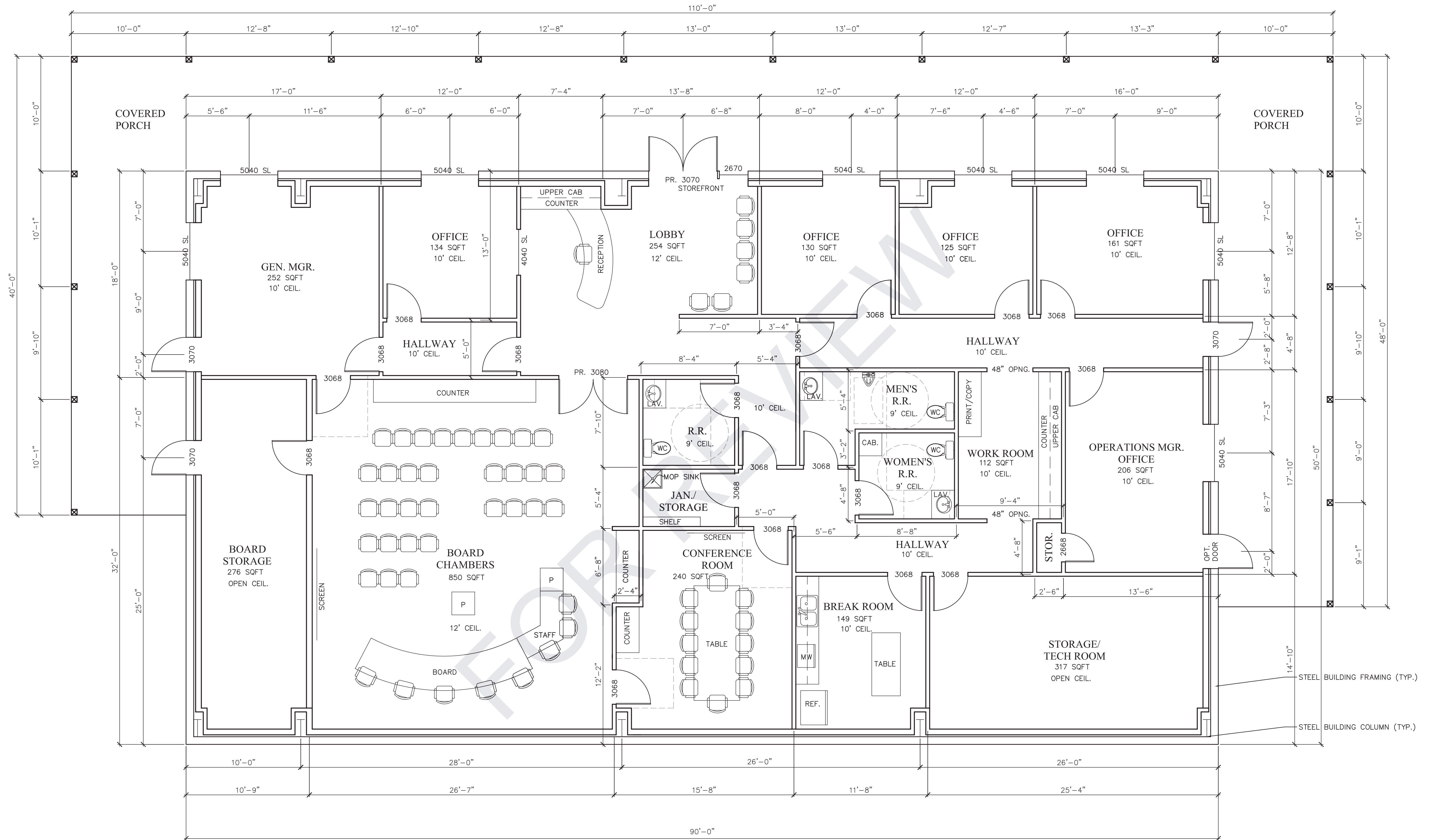
LAUGHLIN and SPENCE
CIVIL ENGINEERS & SURVEYORS
1008 Live Oak Boulevard
Yuba City, California 95991
(530) 671 1008
fax (530) 671 0822

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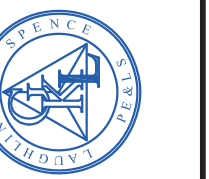


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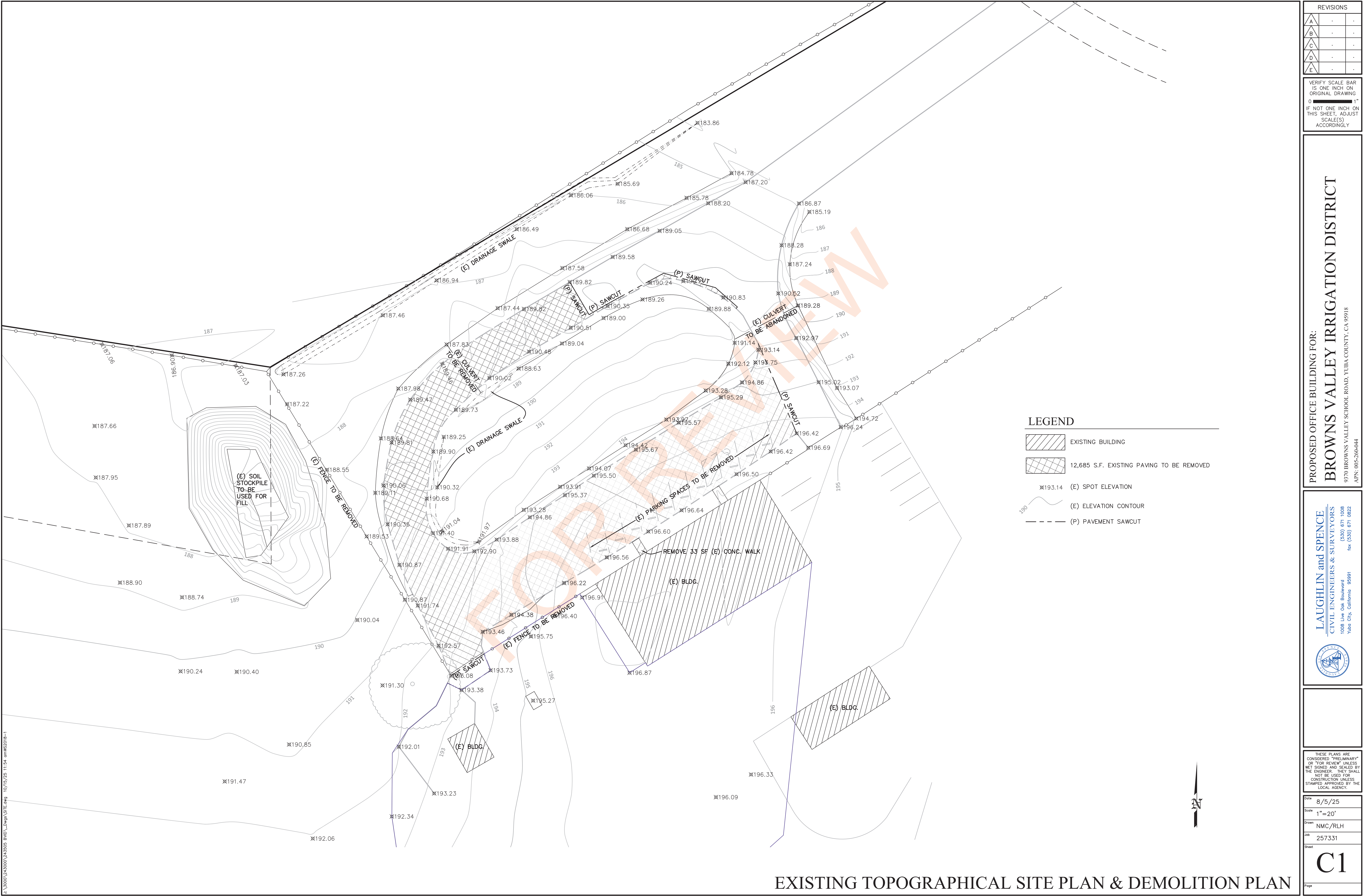


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PROPOSED FLOOR PLAN



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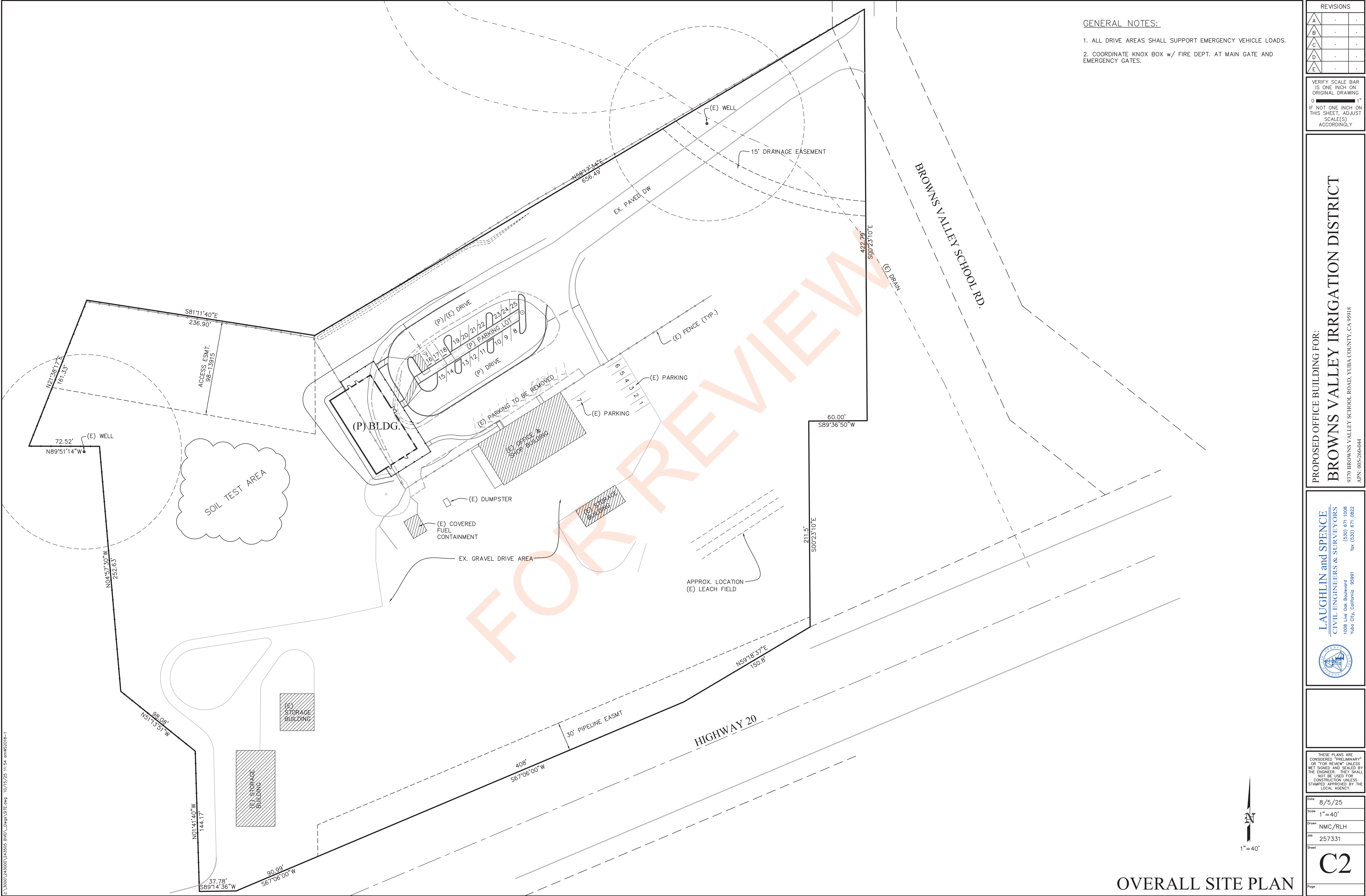
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- GENERAL NOTES:
1. ALL DRIVE AREAS SHALL SUPPORT EMERGENCY VEHICLE LOADS.
 2. COORDINATE KNOX BOX w/ FIRE DEPT. AT MAIN GATE AND EMERGENCY GATES.

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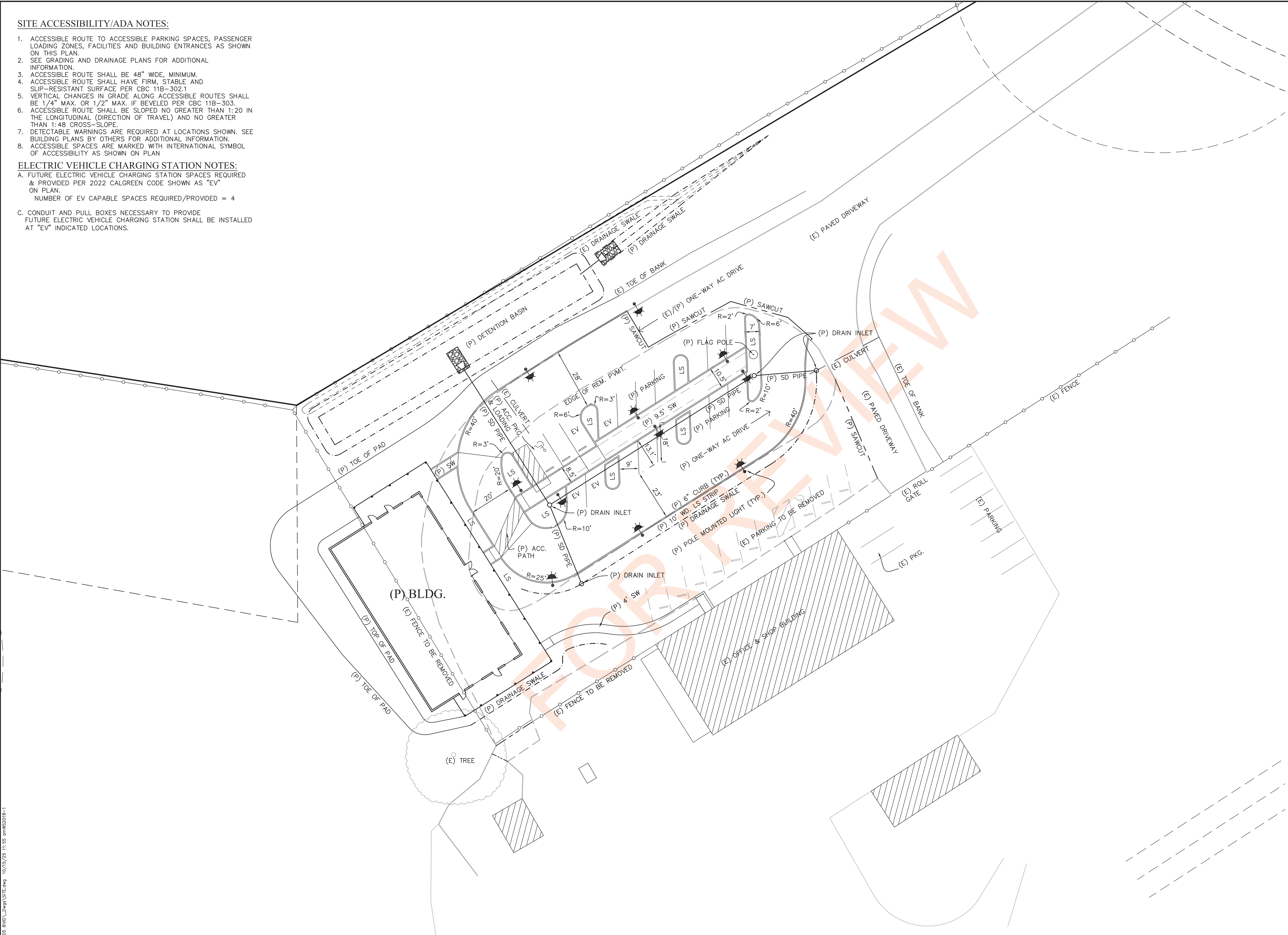
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SITE ACCESSIBILITY/ADA NOTES:

1. ACCESSIBLE ROUTE TO ACCESSIBLE PARKING SPACES, PASSENGER LOADING ZONES, FACILITIES AND BUILDING ENTRANCES AS SHOWN ON THIS PLAN.
2. SEE GRADING AND DRAINAGE PLANS FOR ADDITIONAL INFORMATION.
3. ACCESSIBLE ROUTE SHALL BE 48" WIDE, MINIMUM.
4. ACCESSIBLE ROUTE SHALL HAVE FIRM, STABLE AND SLIP-RESISTANT SURFACE PER CBC 11B-302.1
5. VERTICAL CHANGES IN GRADE ALONG ACCESSIBLE ROUTES SHALL BE 1/4" MAX. OR 1/2" MAX. IF BEVELED PER CBC 11B-303.
6. ACCESSIBLE ROUTE SHALL BE SLOPED NO GREATER THAN 1:20 IN THE LONGITUDINAL (DIRECTION OF TRAVEL) AND NO GREATER THAN 1:48 CROSS-SLOPE
7. DETECTABLE WARNINGS ARE REQUIRED AT LOCATIONS SHOWN. SEE BUILDING PLANS BY OTHERS FOR ADDITIONAL INFORMATION.
8. ACCESSIBLE SPACES ARE MARKED WITH INTERNATIONAL SYMBOL OF ACCESSIBILITY AS SHOWN ON PLAN

ELECTRIC VEHICLE CHARGING STATION NOTES:

- A. FUTURE ELECTRIC VEHICLE CHARGING STATION SPACES REQUIRED & PROVIDED PER 2022 CALGREEN CODE SHOWN AS "EV" ON PLAN.
NUMBER OF EV CAPABLE SPACES REQUIRED/PROVIDED = 4
- C. CONDUIT AND PULL BOXES NECESSARY TO PROVIDE FUTURE ELECTRIC VEHICLE CHARGING STATION SHALL BE INSTALLED AT "EV" INDICATED LOCATIONS.



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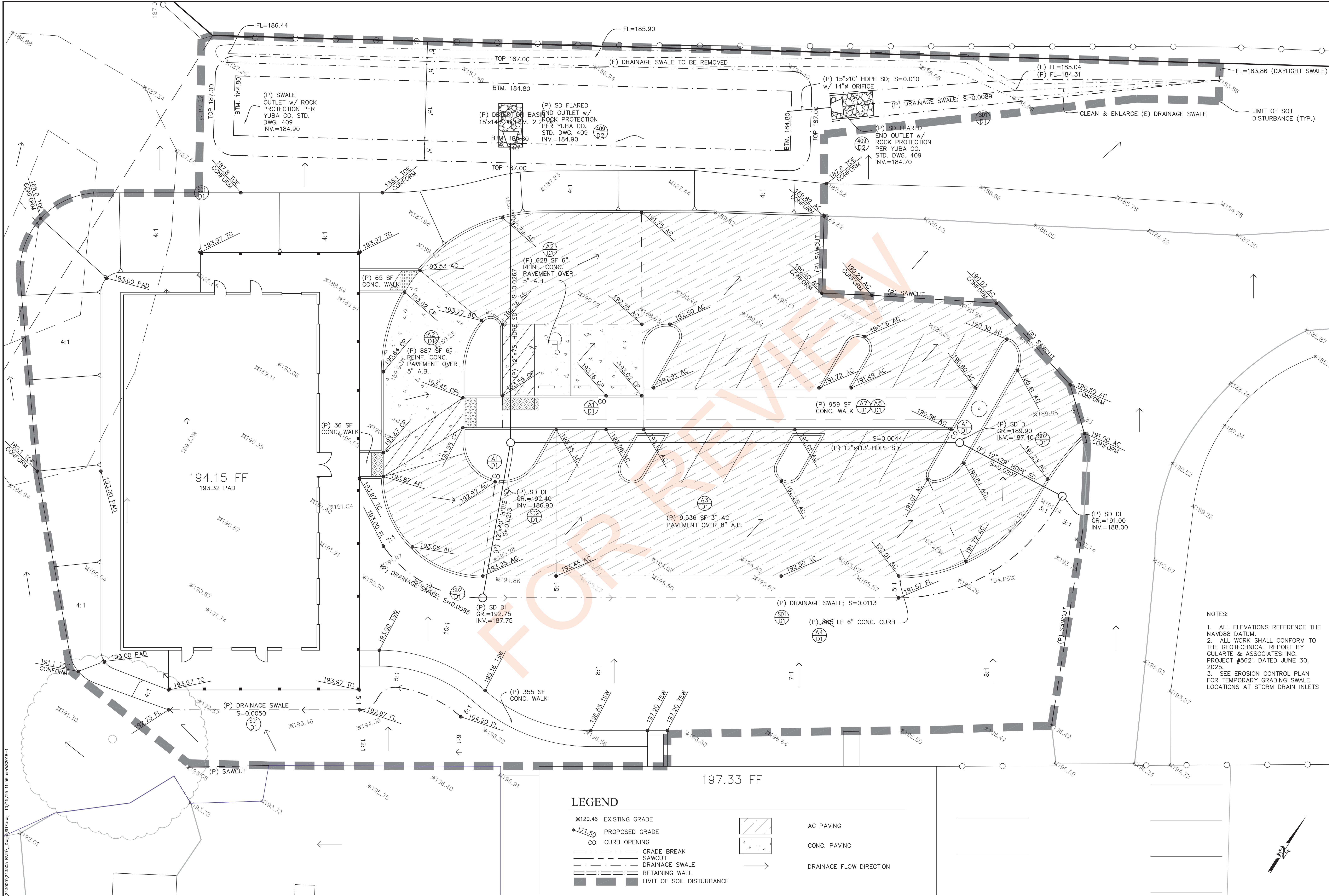
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DETAILED SITE PLAN



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- NOTES:
1. ALL ELEVATIONS REFERENCE THE NAVD88 DATUM.
 2. ALL WORK SHALL CONFORM TO THE GEOTECHNICAL REPORT BY GULARTE & ASSOCIATES INC. PROJECT #5621 DATED JUNE 30, 2025.
 3. SEE EROSION CONTROL PLAN FOR TEMPORARY GRADING SWALE LOCATIONS AT STORM DRAIN INLETS

AMENDMENT NO. 8
TO THE YUBA ACCORD
AGREEMENT FOR THE CONJUNCTIVE USE OF SURFACE AND GROUNDWATER
SUPPLIES

This Amendment 8 (“Amendment”) to the Agreement for the Conjunctive Use of Surface and Groundwater Supplies (“Agreement”) is entered into as of November 18, 2025 between Yuba County Water Agency (“Yuba”) and the undersigned Member Unit, in the County of Yuba, California. Defined terms are set forth in Section 3 of the Agreement.

RECITALS

A. Yuba is a public agency created and existing pursuant to the provisions of the Yuba Act. Yuba owns and operates the Yuba Project.

B. The Member Unit provides irrigation water supplies within its service area. The Member Unit and Yuba have entered into the Water Supply Contract.

C. Yuba developed the Yuba River Accord to resolve issues associated with operation of the Yuba Project in a way that: (1) protects lower Yuba River fisheries; (2) provides for water-supply reliability for water deliveries in Yuba County; and (3) provides revenues to implement the Yuba River Accord, for local flood control projects and for other activities of Yuba from water sales for use for protection and restoration of Delta fisheries, and improvements in state-wide water supply management.

D. The Yuba River Accord includes three major agreements: (1) the Fisheries Agreement, under which Yuba revised the operations of the Yuba Project to provide higher flows in the lower Yuba River under certain conditions to improve fisheries protection and enhancement; (2) the Conjunctive Use Agreements between Yuba and Member Units for implementing a conjunctive use and water use efficiency program; and (3) a Water Purchase Agreement between Yuba and DWR, pursuant to which DWR has rights to purchase for beneficial use water flows made available by Yuba through the Fisheries Agreement, the Conjunctive Use Agreements and additional water releases from the Yuba Project.

E. The Parties believe that this Agreement continues to be consistent with Yuba’s commitments to utilize water management tools (such as conjunctive use of groundwater) to create operational efficiencies, and manage water shortage risks in a manner that would benefit the lower Yuba River fisheries and augment water supplies for local and statewide purposes.

F. Yuba will continue to operate the Yuba Project to satisfy in the following priorities: (1) applicable requirements from the United States Army Corps of Engineers New Bullards Bar flood control manual; (2) applicable requirements for instream flow releases or recreation requirements, and other operational requirements under

regulatory agency permits (including Decision 1644), licenses (including the FERC License), agreements (including the Fisheries Agreement, and including Schedule 6 Year water transfers), court orders or decisions; (3) obligations under the Water Supply Contract; and (4) releases for Groundwater Substitution Water Transfer Program water transfers, Surface Water Supplemental Transfers and other water transfers.

G. Since its inception, the Yuba River Accord and this Agreement have provided numerous benefits, including contributing to: (1) protective instream flows for salmon and steelhead, and improved habitat conditions in the lower Yuba River; (2) local and statewide water-supply reliability, especially during dry-year conditions; (3) sustainable groundwater management in the conjunctive use of Yuba River surface water and groundwater in collaboration with the Member Units and their customers; (4) providing revenues to fund local flood-risk reduction measures, improved water quality for disadvantaged communities, water supply management, watershed resilience and water conservation projects; (6) resolving regulation of instream flow requirements for the lower Yuba River; (7) Investment in water delivery infrastructure to improve irrigation efficiency and water conservation; and (8) improving the understanding and management of groundwater management as it relates to groundwater dependent ecosystems and depletions of interconnected surface water.

H. The Parties have approved seven prior amendments to this Agreement.

I. This Amendment provides for the continuation of this Agreement by incorporating previous amendments, deleting outdated provisions and extending the term of the Agreement.

J. Contemporaneously with the approval of this Amendment, Yuba and DWR are negotiating an amendment to extend the term of the Water Purchase Agreement. The Fisheries Agreement is not set to expire and does not require amendments or an extension at this time.

AGREEMENT

The Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference.

2. Effect of this Amendment.

This Amendment supersedes the Agreement in its entirety.

3. Definitions. When used herein, the term:

"Agreement" means this Conjunctive Use Agreement between the Parties, as superseded by this Amendment, and as amended hereafter from time to time.

"Amendment" means this amendment 8 to this Agreement.

"CEQA" means the California Environmental Quality Act.

"Conference Year" means a Water Year for which the North Yuba Index is less than 500,000 acre-feet, calculated according to the procedures and formulas set forth in Exhibits 4 and 5 of the Fisheries Agreement, and using the latest available forecasts for the Water Year.

"Conjunctive Use Agreements" means those agreements (as amended from time to time) for implementing a conjunctive use and water use efficiency program between Yuba and a sufficient number of Member Units that Yuba determines is satisfactory for Yuba to meet Yuba's obligations under this Agreement, the Fisheries Agreement, the Water Purchase Agreement and the Yuba Act. The Conjunctive Use Agreements are comparable to the terms of this Agreement, and are among the agreements that comprise the Yuba River Accord.

"CVP" means the Central Valley Project, operated by Reclamation.

"Decision 1644" means Revised Water-Right Decision 1644 of the State Board, adopted on July 16, 2003.

"DWR" means the Department of Water Resources of the State of California.

"FERC" means the Federal Energy Regulatory Commission.

"FERC License" means the license, as amended, issued to Yuba by FERC for the operation of the power facilities of the Yuba Project, the term of which expired on April 30, 2016, but which has continued in effect through a series of FERC Annual Licenses.

"FERC Annual License" means one or more annual licenses issued to Yuba by FERC for the operation of the power facilities of the Yuba Project following the expiration of the term of the FERC License.

"FERC Long-Term License" means the long-term license that will be issued to Yuba by FERC for the operation of the power facilities of the Yuba Project following the expiration of the term of the FERC License and the last FERC Annual License.

"Fisheries Agreement" means the agreement among Yuba, the California Department of Fish and Game (now the California Department of Fish and Wildlife) and other parties, under which Yuba operates the Yuba Project to provide

instream flows in the lower Yuba River under certain conditions to improve fisheries protection. The Fisheries Agreement is among the agreements that comprise the Yuba River Accord.

"Force Majeure Event" means any: (1) flood; (2) earthquake; (3) failure of the California Aqueduct, the Delta-Mendota Canal, levees, other conveyance facilities, or other major components of the SWP, CVP or the Yuba Project; (4) act of God (other than drought); or (5) any other event (other than a Regulatory Action) beyond the reasonable control of DWR, Reclamation or Yuba that significantly affects the ability to divert or use water delivered by Yuba under this Agreement, or that significantly affects Yuba's ability to perform its respective obligations under this Agreement, the Fisheries Agreement or the Water Purchase Agreement.

"Groundwater Monitoring and Reporting Program" means the program, set forth in Exhibit 1 to this Agreement, pursuant to which Yuba will monitor and report groundwater pumping to implement this Agreement.

"Groundwater O&M Costs" means certain costs related to maintaining groundwater infrastructure that are reimbursable to the Member Unit under sections 12 and 13.

"Groundwater Substitution Component Water" is defined in Exhibit 1 (Accounting Principles) of the Water Purchase Agreement.

"Groundwater Substitution Water Transfer Program" means groundwater that the Member Unit agrees to pump or arrange with the Member Unit's water users to pump, if requested by Yuba, as a substitute supply for the delivery of surface water by Yuba to the Member Unit to provide Groundwater Substitution Component Water under the Water Purchase Agreement and as provided for in Section 10 ("Groundwater Substitution Water Transfer Program") of this Agreement.

"Management Committee" means the committee, consisting of one representative each from Yuba and the Member Units who execute Conjunctive Use Agreements, established under Section 16 ("Technical Committee and Management Committee") of this Agreement.

"Member Unit" means Browns Valley Irrigation District (BVID).

"Member Units" means the Member Unit and other Member Units of Yuba (as defined in Section 2(g) of the Yuba Act).

"Party" means Yuba or the Member Unit.

"Parties" means Yuba and the Member Unit.

"Reclamation" means the United States Department of the Interior, Bureau of Reclamation.

"Regulatory Action" means a court order, regulatory action or change in applicable law that significantly affects either the ability to pump, divert or use water, or that significantly affects Yuba's ability to deliver water while also meeting its obligations to the Member Unit or Yuba's obligations under this Agreement, the Fisheries Agreement or the Water Purchase Agreement.

"Schedule 2, 3, 4, 5 or 6 Year" means a Water Year type with the instream flow requirements that are provided for in a Schedule 2, 3, 4, 5 or 6 Year as defined in the Fisheries Agreement and the Water Purchase Agreement.

"State Board" means the California State Water Resources Control Board.

"Storage Component Water" is defined in Exhibit 1 (Accounting Principles) of the Water Purchase Agreement.

"Surface Water Supplemental Transfer" is a defined term in the Fisheries Agreement and means a transfer of surface water from storage in New Bullards Bar Reservoir for use outside of Yuba County, where: (1) the transferred water is not part of a Lower Yuba River flow that is reasonably needed to meet the instream flow requirements in Section 5.1.1 or Section 5.1.5 (or operational buffers for such requirements) of the Fisheries Agreement; (2) the release of water from storage in New Bullards Bar Reservoir is in addition to releases reasonably needed to reach a September 30 storage target of 650,000 acre-feet, and instead causes the September 30 New Bullards Bar Reservoir storage to be less than 650,000 acre-feet; and (3) the transfer is not part of: (a) a Groundwater Substitution Water Transfer Program; (b) flows that are needed for fishery studies; or (c) releases to meet make-up water supply obligations for Storage Component Water (as defined in the Water Purchase Agreement) in any year.

"SWP" means the State Water Project, operated by DWR. The SWP is also known as the State Water Facilities, as defined in California Water Code Section 12934(d).

"Technical Committee" means the committee, consisting of technical representatives from Yuba and the Member Units who execute Conjunctive Use Agreements, established under Section 16 ("Technical Committee and Management Committee") of this Agreement.

"Water Purchase Agreement" means the agreement (as amended from time to time) between Yuba and DWR, pursuant to which DWR has the right to purchase for beneficial use Storage Component Water and Groundwater Substitution Component Water.

"Water Supply Contract" means the water supply contract between Yuba and the Member Unit (including all amendments and renewals).

"Water Year" means the twelve-month period from October 1 of one year through September 30 of the following year. For this Agreement, each Water Year will be classified: (1) as "Wet," "Above-Normal," "Below-Normal," "Dry" or "Critical," based on the Sacramento Valley Water Year Hydrologic Classification in Figure 1 on page 188 of the State Board's March 15, 2000, Revised Water-Right Decision 1641; or (2) as a "Conference Year," based on the procedures and formulas set forth in Exhibits 4 and 5 of the Fisheries Agreement, using the latest available forecast for the Water Year.

"Winter Water" means water for waterfowl habitat, rice straw decomposition, recreation and other beneficial purposes delivered by Yuba to the Member Unit under the Water Supply Contract between October 1 and January 31.

"Yuba" means the Yuba County Water Agency.

"Yuba Act" means the Yuba County Water Agency Act, California Statutes 1959, Chapter 788, as amended.

"Yuba Project" means the Yuba River Development Project, including New Bullards Bar Dam and Reservoir on the North Yuba River.

"Yuba River Accord" means Yuba's program described in Recitals C and D of this Agreement.

4. Term of Agreement. This Agreement will terminate on: (a) December 31, 2050; or (b) when all obligations under this Agreement have been satisfied, whichever is later, unless this Agreement is terminated earlier as provided herein.

5. Effective Date. This Amendment will become effective when all of the following have occurred : (1) full execution of this Amendment; (2) full execution of the Conjunctive Use Agreements with other Member Units; (3) full execution of Amendment 8 to the Water Purchase Agreement; and (4) receipt of all State Board approvals that may be necessary to enable this Amendment and Amendment 8 to the Water Purchase Agreement to be fully implemented.

6. Actions Taken by Yuba to Make Water Available.

A. In accordance with Section 5 of the Yuba Act, all sales of water are subject to the prior right to the use of such water or Yuba facilities by or for the Member Units. Prior to entering into this Agreement, Yuba took the following measures to assure compliance with this provision in implementing the Yuba River Accord:

1. Yuba entered into the Conjunctive Use Agreements under which the contracting Member Units have agreed to provide groundwater supplies in substitution for surface water supplies to the extent necessary to assist Yuba in implementing the Fisheries Agreement and Water Purchase Agreement;

2. Yuba implemented a groundwater monitoring program within its service area to ensure that the water supplies developed pursuant to the Conjunctive Use Agreements are within the long-term sustainable yield of the affected aquifer;

3. The Board of Directors of Yuba adopted Resolution 2024-14 making findings concerning Yuba's compliance with Section 5.2 of the Yuba Act with respect to the execution and implementation of the Conjunctive Use Agreements, Fisheries Agreement and Water Purchase Agreement; and

4. Yuba has agreed that Yuba will not carry out a Surface Water Supplemental Transfer during a year in which Yuba imposes deficiencies in deliveries of water supplies to the Member Unit under the Water Supply Contract, without the consent of the Member Unit to such Surface Water Supplemental Transfer. The Member Unit concurred that water released by Yuba to satisfy the following requirements is not water that would be available to meet the water requirements of the Member Unit under the Water Supply Contract: (a) applicable requirements from the United States Army Corps of Engineers New Bullards Bar flood control manual; and (b) applicable requirements for instream flow releases or recreation requirements, and other operational requirements, under regulatory agency permits (including Decision 1644), licenses (including the FERC License), agreements (including the Fisheries Agreement, and including Schedule 6 Year water transfers), court orders or decisions .

B. In addition, Yuba may investigate the feasibility of installing and operating water diversion and conveyance facilities at or downstream of the confluence of the lower Yuba River and the Feather River that could be operated to assist Yuba in making additional water supplies available within Yuba County to meet potential future water supply needs. The Agreement does not require Yuba to install and operate the facilities referred to in this subsection.

7. Groundwater Pumping in Schedule 6 Years. In a Schedule 6 Year, Yuba is required to pump up to 30,000 acre-feet of groundwater to supplement storage releases to provide the Schedule 6 Year instream flows. The Member Units have agreed in the Conjunctive Use Agreements (including this Agreement) to pump the following percentages of up to a total of 30,000 acre-feet of groundwater required during a Schedule 6 Year in replacement of the delivery of irrigation water to the respective Member Units by Yuba:

Brophy Water District:	18.8% (5,640 acre-feet)
Browns Valley Irrigation District:	9.7% (2,910 acre-feet)
Cordua Irrigation District:	16.6% (4,980 acre-feet)
Dry Creek Mutual Water Company:	7.4% (2,220 acre-feet)
Hallwood Irrigation Company:	15.3% (4,590 acre-feet)
Ramirez Water District:	9.9% (2,970 acre-feet)
South Yuba Water District:	12.3% (3,690 acre-feet)
<u>Wheatland Water District:</u>	<u>10% (3,000 acre-feet)</u>
	100% (30,000 acre-feet)

During the term of this Agreement, the Member Unit will pump the percentage of groundwater set forth in this section as required and requested by Yuba in a Schedule 6 Year in replacement of the delivery of irrigation water by Yuba, subject to the terms of this Agreement. The Parties acknowledge that the ability of the Member Unit to provide such groundwater pumping will depend on the extent to which the Member Unit continues to make arrangements with landowners within its service area to provide the groundwater pumping capacity required. Yuba will not be a party to such arrangements, and Yuba will not make these arrangements directly with the Member Unit's landowners. The groundwater pumping allocation set forth in this section may be adjusted from time to time with the consent of the Member Unit, other affected Member Units and Yuba to reflect the ability of Member Units to provide this pumping capacity. A Member Unit will be required to provide its specified percentage of groundwater pumping under this section as a prerequisite to participating in a groundwater substitution water transfer under Section 10 ("Groundwater Substitution Water Transfer Program") of this Agreement. Groundwater pumping under this section will be carried out consistent with the requirements of Section 13 ("Groundwater Pumping Requirements") of this Agreement.

8. Payments for Schedule 6 Groundwater Pumping. Yuba will pay the Member Unit 90 percent of the payments received from DWR under the Water Purchase Agreement for Schedule 6 Groundwater Pumping (subject to other provisions of this Agreement), and Yuba will retain 10 percent of such payments. A Member Unit will be required to provide its specified percentage of groundwater pumping under the other provisions of this Agreement and be in compliance with its other obligations under this Agreement to be eligible to receive the payments provided for in this section.

9. Payments for Pumping to Mitigate for Deficiencies in Former Supplemental Water Supplies. Implementation of the Fisheries Agreement and the Water Purchase Agreement may result in deficiencies in deliveries of what were supplemental water supplies under the latest version of the pre-2017 Water Supply Contract. To mitigate for these deficiencies in supplemental water supplies, Yuba will pay the Member Unit an amount to reimburse the actual groundwater pumping meter, demand and electrical energy charges incurred when the Member Unit pumps groundwater to make up for a deficiency in what would have been the supplemental water supply under the latest version of the pre-2017 Water Supply Contract, provided that: (a) the Member Unit will take reasonable measures to pump groundwater for this purpose at as low a cost as is feasible (that is, taking into consideration the quantity of groundwater that is needed to be pumped, the most cost-effective electrical rate, time-of-use electricity charges and using wells that can most-efficiently pump groundwater for this purpose); and (b) Yuba will not be obligated to make payments under this section to the Member Unit during a Conference Year or a Schedule 6 Year. The Member Unit will provide Yuba documentation of these energy costs (such as a utility energy bill documenting the electrical use and cost exclusively for groundwater pumping and other documentation as Yuba may reasonably request) as a condition of receiving the reimbursement provided for in this section. At the request of the Member Unit, Yuba will cooperate with the Member Unit to maintain the privacy of the utility bill information provided by groundwater pumpers to the extent allowed under the California Public Records Act. Upon mutual agreement of the Parties, Yuba may

develop and use an estimated average cost per unit of pumped groundwater to determine payment to Member Unit. Groundwater pumping under this section will be carried out consistent with the requirements of Section 13 ("Groundwater Pumping Requirements") of this Agreement. A Member Unit will be required to provide its specified percentage of groundwater pumping under the other provisions of this Agreement and be in compliance with its other obligations under this Agreement to be eligible to receive the payments provided for in this section.

10. Groundwater Substitution Water Transfer Program.

A. Member Units who execute and perform the Conjunctive Use Agreements (including this Agreement) will have the first priority over Member Units who do not execute the Conjunctive Use Agreements to participate in Yuba's Groundwater Substitution Water Transfer Program. Groundwater pumping under this section will be carried out consistent with the requirements of Section 13 ("Groundwater Pumping Requirements") of this Agreement. Yuba will reach consensus with the Management Committee prior to allowing a Member Unit who does not execute the Conjunctive Use Agreement: (1) to participate in Yuba's Groundwater Substitution Water Transfer Program; or (2) to be reimbursed for energy costs in pumping groundwater due to deficiencies in supplemental water supplies under their respective water supply contracts, to ensure that such Member Unit pays appropriate fees and agrees to groundwater pumping requirements that are comparable to the requirements under this Agreement.

B. The Water Purchase Agreement includes the purchase of transfer water that is made available as a result of the Groundwater Substitution Water Transfer Program in certain dry years at prices and under the terms specified for "Groundwater Substitution Component Water" in the Water Purchase Agreement. Yuba's environmental compliance documents for the Yuba River Accord and petition to the State Board for approval of a long-term water transfer, adding the SWP and the CVP to the place of use under the Yuba's water rights, include the Groundwater Substitution Water Transfer Program referred to in this section.

C. Yuba will notify the Member Unit from time to time of the opportunity to participate in the Groundwater Substitution Water Transfer Program, consistent with the provisions of Section 12 (Yuba Conjunctive Use Program) and the Water Purchase Agreement. When so notified by Yuba, the Member Unit will have the sole discretion to determine: (1) the amount of groundwater (if any) that the Member Unit will pump for the Groundwater Substitution Water Transfer Program; and (2) the terms under which such groundwater would be pumped (for example, payment for a minimum quantity of groundwater pumped), and will so notify Yuba. Yuba will assist the Member Unit in communicating this information to DWR and the water agencies that purchase water under subcontracts under the Water Purchase Agreement, and confirming this water transfer transaction. Except as provided in subsection D of this section, Yuba will pay the Member Unit for each acre foot of groundwater pumped by the Member Unit for the Groundwater Substitution Water Transfer Program 90 percent of the amount of the payments received by Yuba under the Water Purchase Agreement for transferred groundwater substitution water (subject to the other provisions of this

Agreement), and Yuba will retain 10 percent of such payments. The Member Unit acknowledges that the Water Purchase Agreement sets forth the provisions for accounting for and paying for groundwater substitution pumping by the Member Unit under this section. In the event of a dispute that arises under the Water Purchase Agreement regarding the accounting or payment for groundwater substitution pumping by the Member Unit under this section, Yuba will take reasonable steps to enforce such payment provisions, but Yuba will be entitled to deduct its reasonable costs incurred in that regard from the revenues received, or to assign to the Member Unit the right to pursue (at the cost of the Member Unit) enforcement of such payment provisions with respect to the quantity of groundwater pumped by the Member Unit for this purpose. A Member Unit will be required to provide its specified percentage of groundwater pumping under the other provisions of this Agreement and be in compliance with its other obligations under this Agreement to be eligible to receive the payments provided for in this section.

D. In accordance with the terms of the Fisheries Agreement (for example Section 5.1.8), in Schedule 2 and 3 Years, ten percent of the Groundwater Substitution Water Transfer Program water will be dedicated to mitigating instream impacts. In Schedule 4 and 5 Years, twenty percent of the Groundwater Substitution Water Transfer Program water will be dedicated to mitigating instream impacts. In the event that these quantities will be released during times when the water could not be transferred for export from the Delta, Yuba will attempt to arrange for transfers of these mitigation quantities, and pay 90 percent of any such transfer revenues (if any) received by Yuba to the Member Units, and Yuba will retain 10 percent of such payments.

11. Conference Years. In Conference Years, Yuba will meet with the Technical Committee and Management Committee, and the parties to the Fisheries Agreement and the Water Purchase Agreement, to develop an operating plan for that year that will balance water supply and instream flow needs for that year. The water supply that Yuba makes available to the Member Unit during a Conference Year will be according to the provisions of the Water Supply Contract.

12. Yuba's Conjunctive Use Program.

A. Yuba's conjunctive use program will be consistent with the requirements of the Sustainable Groundwater Management Act and applicable Groundwater Sustainability Plans through monitoring of groundwater pumping and groundwater levels to avoid long-term impacts from implementation of the Yuba River Accord on the sustainability of the aquifer and impacts to beneficial users of groundwater. The maximum annual amount of groundwater pumping for the Schedule 6 Year commitments (Section 7 of this Agreement), to mitigate for what were deficiencies in supplemental water supplies in the last version of the pre-2017 Water Supply Contract (Section 9 of this Agreement) and for the Groundwater Substitution Water Transfer Program (Section 10 of this Agreement) will not exceed approximately 120,000 acre-feet per year to avoid long-term impacts to the sustainability of the aquifer. Groundwater pumping for all purposes under this Agreement will be managed to avoid long-term impact to the sustainability of the aquifer. Yuba will coordinate with the Technical Committee and Management Committee in developing a program for

efficiently providing the groundwater needed to implement this Agreement (including the designation of wells that would participate in the program). Yuba will work with the Technical Committee and Management Committee to avoid (or mitigate for) impacts to beneficial uses and users of groundwater, including domestic and municipal wells in accordance with the Groundwater Substitution Transfer Monitoring and Reporting Program (Exhibit 1 of this Agreement).

B. To avoid air quality impacts from the implementation of the Yuba River Accord (including the Groundwater Substitution Water Transfer Program), Yuba coordinated with the Technical Committee and Management Committee in the development and implementation of a program to convert certain diesel pumps to electrical pumps. Yuba implemented as part of the Water Purchase Agreement a program to reimburse costs incurred from and after September 1, 2004 to convert certain pumps used to pump groundwater from diesel to electric, or to other forms of energy that reduce air quality impacts, or implement other actions that mitigate air quality impacts from pumping. All such conversions of diesel pumps to electrical pump and reimbursements to Member Units have been completed. The Member Unit will require use of electrical pumps to provide Groundwater Substitution Component Water.

C. During the term of this Agreement, Yuba will pay the Member Units the amount of \$5 per acre foot for up to 60,000 acre-feet per year of groundwater pumping capacity from wells that satisfy the requirements of Section 13 ("Groundwater Pumping Requirements") of this Agreement, to be used as the Member Unit determines appropriate to pay costs incurred by the Member Unit and affected landowners to perform the obligations of the Member Unit under this Agreement. The payments by Yuba under this section will be allocated to the Member Units as follows:

Brophy Water District:	18.8% (11,280 acre-feet)
Browns Valley Irrigation District:	9.7% (5,820 acre-feet)
Cordua Irrigation District:	16.6% (9,960 acre-feet)
Dry Creek Mutual Water Company:	7.4% (4,440 acre-feet)
Hallwood Irrigation Company:	15.3% (9,180 acre-feet)
Ramirez Water District:	9.9% (5,940 acre-feet)
South Yuba Water District:	12.3% (7,380 acre-feet)
<u>Wheatland Water District:</u>	<u>10% (6,000 acre-feet)</u>
	100% (60,000 acre-feet)

The groundwater pumping allocation set forth in this section may be adjusted from time to time with the consent of the Member Unit, other affected Member Units and Yuba to reflect the ability of a Member Unit to provide this pumping capacity. A Member Unit will be required to provide its specified percentage of groundwater pumping under the other provisions of this Agreement and be in compliance with its other obligations under this Agreement to be eligible to receive the payments provided for in this section. The payment provided for in this section will be made during January each year as provided in this section. The payment provided for in this section may be suspended or terminated effective upon Yuba notifying the Member Unit prior to December 31 that Yuba has determined that it is unlikely that significant quantities of Yuba transfer

water will be accounted for under the Water Purchase Agreement due to a Force Majeure event or a Regulatory Action.

D. PG&E electric utility charges include several components. Prior to 2006, one of these components was a "connected-load charge" that was charged on the kilowatt rating of electric pumps that were connected to the PG&E power system during months when there was no energy demand ("Connected-Load Charge"). The Connected-Load Charge for pumps larger than 35 horsepower was discontinued in 2006. Reimbursement for the Connected-Load Charge (if any) may be among the costs for which reimbursement is provided under this Agreement for Groundwater O&M Costs. In the event that after the date of execution of this Agreement, the Connected-Load Charge is reinstituted for pumps larger than 35 horsepower, then during the term of this Agreement, Yuba will pay the Member Units up to \$150,000 per year for the Connected-Load Charge (if any) on wells for pumps larger than 35 horsepower that satisfy the requirements of Section 13 ("Groundwater Pumping Requirements") of this Agreement, in addition to the payments provided for in subsection C of this section, to be allocated among the Member Units in the same percentages as set forth in subsection C of this section, subject to the following: (1) the payment obligation provided by this subsection will be subject to termination or suspension on the same terms as the annual payment provided in subsection C of this section; (2) the Member Unit will not be entitled to reimbursement for the Connected-Load Charge under this subsection to the extent that the Connected-Load Charge is reimbursed to the Member Units as part of the payment of Groundwater O&M Costs; (3) the Member Unit must provide Yuba documentation of the Connected-Load Charge (such as the utility energy bill and other documentation as Yuba may reasonably request) as a condition of receiving the payment provided for in this subsection; and (4) the Member Unit must ensure that reasonable efforts are made by well owners to identify the most cost-effective available electrical rate schedule.

13. Groundwater Pumping Requirements.

A. The Member Unit will provide to Yuba a list of the wells and their locations that may be pumped to provide groundwater under this Agreement. Yuba may request additional well information as necessary to implement this section, including well location, well construction details, and other well characteristics. In no case will groundwater pumping commence from a well prior to approval of the well by Yuba and DWR in accordance with the terms of the Water Purchase Agreement. Yuba will: (1) review the list of wells, their locations and any other pertinent information provided by the Member Unit; (2) determine in consultation with DWR if the well meets the requirements for wells under the Water Purchase Agreement (including meeting the requirements under Section 12B of this Agreement to avoid impacts to air quality); (3) determine, in consultation with the Member Unit, an efficient basis for providing the quantity of groundwater requested by Yuba; and (4) notify the Member Unit as soon as practicable after the submittal of a list by the Member Unit of any well that Yuba or DWR has determined is not acceptable for pumping under this Agreement, and will inform the Member Unit of the basis for this determination.

B. The Member Unit will ensure that flow-measuring devices are

acquired, installed and maintained to measure the quantity of groundwater actually being pumped by the Member Unit. If requested by Yuba, the Member Unit will require calibration tests of flow-measuring devices and provide the calibration information to Yuba, at no cost to Yuba. Yuba will not be responsible for any costs of installing, operating, collecting information from or maintaining groundwater pumping facilities or flow-measuring devices, or for any costs of conveying groundwater pumped to places of use within the Member Unit's service area pursuant to this Agreement. The Member Unit, at no cost to Yuba, will comply with and perform the duties of the Member Unit under the Groundwater Substitution Transfer Monitoring Plan and Reporting Program (Exhibit 1 to this Agreement).

C. Groundwater pumping under this Agreement may occur during the period of time designated by Yuba in the notice to the Member Unit to commence groundwater pumping under this Agreement, or any other period approved by the Parties, and when the Member Unit can reasonably and beneficially use the pumped water, provided that: (a) the well has first been approved by Yuba in accordance with subsection A of this section; (b) the Member Unit has first received the notice from Yuba to commence pumping; (c) the Member Unit will not pump groundwater under this Agreement except during the period specified in the notice from Yuba; and (d) groundwater pumped must be put to reasonable use for irrigation on the lands that would have otherwise been served with surface water within the Member Unit's service area in the absence of the groundwater pumping under this Agreement. If the Member Unit receives the notice from Yuba to pump groundwater, then the Member Unit will provide to Yuba within fifteen days of such notice a schedule for pumping the quantity of groundwater requested by Yuba. By the fifteenth day of each month, the Member Unit will provide Yuba the: (1) monthly quantities of groundwater pumped from each well for the previous month under this Agreement; (2) the monthly quantities of surface water diverted by the Member Unit under the Water Supply Contract; (3) groundwater level data measured within the previous month; (4) electrical conductivity measurements taken within the previous month; and (5) the information necessary for the Member Unit to receive reimbursement for Groundwater O&M Costs for providing groundwater for the Groundwater Substitution Water Transfer Program. The Parties will coordinate with each other to use standardized templates or processes for data reporting.

D. The Member Unit will be responsible for the distribution and reasonable and beneficial use of water pumped under this Agreement within the Member Unit's boundaries. The Parties intend that only groundwater produced by the Member Unit in lieu of surface water deliveries beyond the normal monthly production of groundwater by the Member Unit will be credited as having been produced as groundwater under this Agreement. Yuba will have the right to deny reimbursement to the Member Unit for groundwater to the extent that the quantities of surface water deliveries to the Member Unit and groundwater pumped exceed the quantity of surface water that would normally have been delivered to the Member Unit in the absence of this Agreement. Yuba intends to strictly enforce this provision.

E. The Member Unit will make arrangements for Yuba and its representatives to have access to facilities and records to the extent reasonably

necessary to verify that the groundwater pumping, the management of such pumping and the implementation of the Groundwater Monitoring and Reporting Program meet the requirements of this Agreement.

F. The Member Unit will reduce the quantity of surface water that would otherwise have been diverted that year and applied to beneficial use under the Water Supply Contract by the quantity of groundwater requested by Yuba from the Member Unit under this Agreement. The Parties intend that unreasonable canal and ditch water spill rates and other inefficient irrigation practices be avoided, especially during years in which the Member Unit is pumping groundwater for purposes of this Agreement. Yuba intends to strictly enforce this provision in consultation with the Member Unit and the Management Committee. Nothing in this Agreement affects the obligation of the Member Unit to pay Yuba's water charges if any are applicable under the Member Unit's water service contract with Yuba for groundwater pumped under any provision of this Agreement.

G. In the event that the Member Unit fails to pump the quantity of groundwater requested by Yuba pursuant to this Agreement for a Schedule 6 Year obligation, or committed by the Member Unit for the Groundwater Substitution Water Transfer Program, Yuba may reduce its surface water deliveries to the Member Unit during the irrigation season during which the Member Unit was required to pump groundwater as a replacement supply for surface water, or during the following irrigation season, by the difference between the quantity of groundwater requested by Yuba and the quantity of groundwater pumped by the Member Unit. Yuba intends to strictly enforce this provision.

H. The Member Unit, at no cost to the Yuba, will be responsible for: (a) working cooperatively with third parties (i.e., persons or entities who are not Parties to this Agreement) to reasonably determine whether pumping groundwater causes adverse impacts to third parties; (b) working cooperatively with third parties to avoid or mitigate for adverse impacts from pumping groundwater; and (c) promptly resolving any claim for damages from third parties alleged to have been caused by pumping groundwater, in accordance with the Groundwater Monitoring and Reporting Program (Exhibit 1 to this Agreement).

I. A Member Unit will be required to be in compliance with its obligations under this section, Section 14 ("Reasonable and Beneficial Use of Yuba Water Supplies") and other provisions of the Agreement to be eligible to receive the payments provided for in this Agreement.

J. The Water Purchase Agreement sets forth the principles under which Yuba water can be accounted for as transfer water. The priority for accounting for Yuba transfer under the Water Purchase Agreement and this Agreement, will be to account for: (1) Storage Component Water first; then (2) Groundwater Substitution Component Water. The Groundwater Substitution Component Water that is made available by the Member Unit under this Agreement will be accounted for first as Schedule 6 Year water, and then as Groundwater Substitution Component Water. Subject to these priorities and the other provisions of this Agreement, Yuba will use its

best efforts to have groundwater substitution water made available by the Member Unit under this Agreement accounted for as Groundwater Substitution Component Water under the Water Purchase Agreement, as applicable.

14. Reasonable and Beneficial Use of Yuba Water Supplies. In accordance with the terms of the Water Supply Contract, water deliveries to the Member Unit will be limited to amounts that could be put to reasonable and beneficial use within the Member Unit's service area. The Member Units will pursue water use efficiency actions to help maintain water supply reliability.

15. Environmental Compliance. Execution of this Agreement will be subject to compliance with CEQA and other applicable environmental requirements. Yuba is the lead agency for CEQA compliance. Member Units that are public agencies are responsible agencies under CEQA. In 2007, Yuba, as lead agency under CEQA, filed a notice of determination for the Final Environmental Impact Report for implementing the Yuba River Accord (including this Agreement prior to amendments), and Member Units that are public agencies filed a notice of determination concerning their respective responsibilities as to environmental effects of implementing this Agreement prior to amendments. In 2024, Yuba, as lead agency under CEQA, filed a notice of determination for the Final Supplemental Environmental Impact Report for implementing the extension of the Yuba River Accord (including this Amendment). Member Units who are responsible agencies under CEQA have filed a notice of determination concerning their respective responsibilities as to environmental effects of implementing this Amendment.

16. Technical Committee and Management Committee

A. Technical Committee. The Technical Committee is an informal advisory body that will provide assistance when requested by the Management Committee on issues associated with the technical implementation of this Agreement. If the Technical Committee is unable to agree on a recommendation to the Management Committee, the Technical Committee will cooperate to provide a balanced presentation of the facts, opinions and other information underlying the various positions on the issue to be determined.

B. Management Committee. The Management Committee is an informal body that will: (1) provide management guidance to the parties in implementing this Agreement; (2) make any factual determinations required to implement this Agreement; (3) consider information provided by the Technical Committee, if applicable, when providing guidance; (4) identify and work to resolve any Agreement-related implementation issues; (5) compile, or cause to be compiled, data on waterfowl and migratory bird populations, nesting and brooding as result of the use of Winter Water by the Member Units; and (6) review this Agreement and the procedures provided for herein on an annual basis, and recommend amendments to this Agreement as necessary. If consensus among the representatives to the Management Committee (including Yuba and the Member Unit) cannot be reached on

any issue necessary to the ongoing implementation of this Agreement, Yuba and the Member Unit will meet and confer in a good faith effort to reach agreement. In the event that agreement cannot be reached among the Parties on an issue, the issue will be subject to Section 21 ("Remedies and Dispute Resolution") of this Agreement. With respect to item (5) of this subsection, the Member Units will be responsible for all costs associated with collecting this data, and the Management Committee will make an annual presentation of this information to Yuba's Board of Directors, to be included in the official minutes of such Board meeting. The Parties intend that the Management Committee meet at least once prior to the commencement of the irrigation season and at least once after the conclusion of the irrigation season to discuss procedures under this Agreement.

17. Approvals and Conditions Required to Perform this Agreement.

A. Actions of Yuba. Yuba will be responsible for taking all actions necessary for Yuba to perform its obligations under the Agreement.

B. Actions of Member Unit. The Member Unit will be responsible for taking all actions necessary for the Member of Unit to perform its obligations under the Agreement.

18. Mutual Indemnification.

A. To the extent permitted by California law, Yuba will indemnify, defend and hold the Member Unit and its officers, agents and employees safe and harmless from any and all claims, judgments, damages, penalties, costs, liabilities and losses (including without limitation, sums paid in settlement of claims, actual attorney's fees, paralegal fees, consultant fees, engineering fees, expert fees and any other professional fees) that arise from or are related in any way to Yuba's activities under this Agreement that are under the exclusive control of Yuba, including but not limited to the release, conveyance, use or distribution of water released by Yuba from the Yuba Project for purposes of this Agreement.

B. To the extent permitted by California law, the Member Unit will indemnify, defend and hold Yuba and its officers, agents and employees safe and harmless from any and all claims, judgments, damages, penalties, costs, liabilities and losses (including without limitation, sums paid in settlement of claims, actual attorney's fees, paralegal fees, consultant fees, engineering fees, expert fees and any other professional fees) that arise from or are related in any way to Member Unit's activities under this Agreement that are under the exclusive control of the Member Unit, including but not limited to the conveyance, use or distribution of groundwater made available by the Member Unit under this Agreement.

19. Force Majeure Event. A Force Majeure Event will excuse or suspend performance for the duration of the Force Majeure Event. During a Force Majeure Event, each Party will to the extent practicable take actions to minimize the impacts of the Force Majeure Event on the other Party.

20. Regulatory Action. In the event of a Regulatory Action during the term of this Agreement: (a) the affected Party will promptly notify the other Party of the Regulatory Action and the manner in which it affects performance under this Agreement; and (b) the Parties will proceed under the process provided for in Section 21 ("Remedies and Dispute Resolution"), to the extent applicable. This section does not affect the other rights and remedies of the Parties under this Agreement.

21. Remedies and Dispute Resolution.

A. Should a material disputes arise concerning any provision of this Agreement, or the rights and obligations of the Parties thereunder, including those involving possible termination or those that might cause the initiation of any administrative or judicial proceeding to enforce or interpret this Agreement, the Parties will present the issue to the Management Committee (which may request assistance from the Technical Committee) for a recommendation for resolving the dispute.

B. If the process described in the preceding subsection fails to resolve the dispute within thirty days, the Parties will submit the dispute to a mediator who has experience in water-related disputes. The costs of any such mediation will be borne one-half each by the Parties. Initiation of this mediation process will be through written notice by one Party to the other Party. The Parties reserve all of their other remedies that may be provided by law or equity in the event that such mediation fails to resolve a dispute. The Parties, in consultation with the mediator, will use their best efforts to resolve the dispute within thirty days.

C. If mediation fails to resolve the dispute, and prior to commencing any legal action to resolve the dispute, the Party proposing to commence legal action will provide the other Party thirty days' written notice of such action, provided that such notice will not be required where a delay in commencing an action would prejudice the interests of the Party that intends to file suit. During the thirty-day notice period, the Parties will continue to attempt to resolve the dispute.

22. Effect of this Agreement on the Water Supply Contract.

A. Nothing in this Agreement affects or interprets the respective water rights held by the Member Unit or the respective rights and obligations of the Parties under the Water Supply Contract, except as expressly provided herein.

B. In recognition of the importance of having Winter Water available for waterfowl habitat, rice straw decomposition, recreation and other beneficial purposes, Yuba confirms Yuba's continued support, subject to the provisions below, for the ability of the Member Unit to reschedule monthly water delivery allocations for use for Winter Water purposes. In addition, Yuba confirms that nothing in the Yuba River Accord or this Agreement limits the extent, in acreage or in the amount of water, that Winter Water can be put to reasonable and beneficial use by the Member Unit consistent with the terms of the Water Supply Contract. Section 7.4 on pages 110 and 111 of Decision 1644 contains text discussing the State Board's conclusions about the water requirements for waterfowl habitat. Decision 1644 does not contain any order

that requires (nor does Yuba interpret Decision 1644 to require) a limitation on either the overall amount of water that may be used for waterfowl habitat or the number of acre feet of water that may be applied to each acre of land for this purpose under Yuba's water right permits. The Member Unit acknowledges, in accordance with the provisions of the Water Supply Contract, that Yuba's ability to approve a request by the Member Unit to reschedule water delivery allocations for use for Winter Water purposes will be affected by: (1) the extent to which water supplies are available for the proposed rescheduling; (2) the extent to which the proposed rescheduling would impair Yuba's contractual commitments, including water delivery obligations under water supply contracts with other Member Units; (3) the extent to which rescheduling would impair Yuba's ability to comply with applicable requirements for instream flow releases or recreation requirements under regulatory agency permits (including Decision 1644), licenses (including the FERC Annual License), agreements (including the Fisheries Agreement), and court orders and decisions; and (4) the extent to which the proposed rescheduling would unreasonably affect Yuba's operations and maintenance of the Yuba Project. Yuba will schedule a meeting with the Management Committee to review and attempt to reach agreement concerning uniform procedures for rescheduling of monthly water delivery allocations for use for Winter Water purposes, with the goal to agree to a uniform process for rescheduling winter water and to amend the Water Supply Contract to include such provisions prior to the expiration of its current term.

23. General Contracting Provisions.

A. Notices. The time for providing any notices specified in this Agreement may be extended within the term of this Agreement with the consent of the Parties, confirmed in writing, without requiring an amendment to the Agreement. All notices and other communications required under this Agreement will be in writing, and will be deemed to have been duly given upon the date of service, if sent by electronic mail, and the Party to whom notice is to be given confirms receipt to the designated representatives of the Parties set forth below. A Party may notify the other Parties in writing of a change in its designated representatives, without requiring an amendment to this Agreement.

Yuba: General Manager
Yuba County Water Agency
1220 F Street
Marysville, CA 95901

Member Unit: General Manager
Browns Valley Irrigation District
P.O. Box 6
Browns Valley, CA 95918

B. Signatories' Authority. The signatories to this Amendment represent that they have authority to execute this Agreement and to bind the Party on whose behalf they execute this Amendment.

C. Counterparts of this Amendment. This Amendment may be

signed in any number of counterparts by the Parties, each of which will be deemed to be an original, and all of which together will be deemed to one and the same instrument. This Amendment, if executed in counterparts, will be valid and binding on a party as if fully executed all in one copy.

D. Binding on Successors/Assignment. This Agreement will bind and inure to the benefit of the respective successors and assigns of the Parties, except that, none of the obligations of the Parties set forth in this Agreement will be assigned without the prior, written approval of the other Parties, which approval will not unreasonably be withheld.

E. No Third-Party Beneficiaries, Except as Expressly Provided. This Agreement will not be construed to create any third-party beneficiaries, except as set forth in this section. This Agreement is for the sole benefit of the Parties, their respective successors and permitted transferees and assigns, and no other person or entity will be entitled to rely on or receive any benefit from this Agreement or any of its terms.

F. Amendments. This Agreement may be amended or modified only by a subsequent written agreement approved and executed by the Parties.

G. Opinions and Determinations. Where the terms of this Agreement provide for action to be based upon the opinion, determination, approval or review of either Party, such terms are not intended to be, and will not be construed as permitting such actions to be arbitrary, capricious or unreasonable. Any opinion, determination, approval or review required of a Party under this Agreement will be provided in a timely manner.

H. Reasonable Cooperation. The Parties will reasonably cooperate with each other, including the execution of all necessary documents and providing assistance in obtaining approvals and permits from regulatory agencies required to perform the obligations under this Agreement and to carry out the purpose and intent of this Agreement.

I. Construction and Interpretation. This Agreement is entered into freely and voluntarily. This Agreement has been arrived at through negotiation, and each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

J. Complete Contract. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this Agreement between the Parties concerning the subject matter, and supersedes all prior negotiations, representations or agreement, either oral or written, that may be related to the subject matter of this Agreement, except as to those other agreements that are expressly referred to in this Agreement.

K. Determination of Unenforceable Provisions. If any term or

provision of this Agreement is deemed invalid or unenforceable by any court of final jurisdiction, the Parties will meet and attempt to address this situation pursuant to the provisions of Section 25 ("Remedies and Dispute Resolution") of this Agreement.

L. Waiver. The waiver at any time by a Party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any other default or matter.

M. Time. Time is of the essence in this Agreement. Any date specified in this Agreement may be changed with the written consent of the Parties.

N. Applicable Law. This Agreement will be construed under and will be deemed to be governed by the laws of the United States and the State of California.

O. Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by the Party of any remedy under this Agreement will be without prejudice to the enforcement of any other remedy.

P. Exhibit Incorporated. The exhibit to which reference is made is deemed incorporated in this Agreement, whether or not actually attached.

The foregoing is hereby agreed to by the Parties.

YUBA COUNTY WATER AGENCY

By: _____
Nicholas Whittlesey, Jr.
General Manager

Approved as to Form:

By: _____
Andrew Ramos
General Counsel

BROWNS VALLEY IRRIGATION DISTRICT

By: _____
Kelly McNally
General Manager

EXHIBIT 1

Groundwater Substitution Transfer Monitoring and Reporting Program/Third-Party Impacts Action Plan

1. Groundwater Substitution Transfer Monitoring and Reporting Program

This monitoring program is to monitor the effects of pumping groundwater for groundwater substitution transfers under this Agreement and avoid and mitigate impacts to third parties.

In cooperation with DWR, Yuba has monitored Yuba County groundwater conditions for many years, and many aspects of the groundwater resources are well known. Yuba and DWR have worked cooperatively to develop a groundwater transfer monitoring and reporting program specific to Yuba County for past groundwater substitution water transfers. Yuba developed a Groundwater Management Plan ("GMP"), which was adopted on March 1, 2005 pursuant to Water Code Sections 10750 et seq. The GMP formalizes a monitoring program that includes measuring water levels in wells that are part of a dedicated monitoring well network, a plan to expand the network, annual reporting provisions and other groundwater monitoring activities. The GMP has now been superseded by the Groundwater Sustainability Plan (GSP). The GSP is a requirement of the Sustainable Groundwater Management Act (SGMA) passed in 2014 by the State of California. The GSP was developed between 2015 to 2019 by the Groundwater Sustainability Committee (GSC), and the public. The GSC is composed of 17 local districts and regional stakeholders including all of the Member Units. The GSP was adopted in 2020 by the Groundwater Sustainability Agencies (GSAs) of the Yuba Subbasins (Yuba, City of Marysville, and Cordua Irrigation District).

Since 2005, Yuba and DWR have constructed forty additional groundwater monitoring wells for this program. Information gathered from the activities specified in the GMP and subsequent GSP, along with the activities described in this exhibit, will be used to assess effects of groundwater pumping on groundwater resources, and to provide reasonable assurances that any water pumped and accounted for as part of any groundwater substitution is in lieu of surface water delivered by Yuba to the Member Units. Yuba will continue to work with DWR and the Member Units to identify and resolve any new groundwater monitoring issues.

Consistent with Exhibit 3 of the Water Purchase Agreement, the Member Unit and Yuba, respectively, will do the following:

- a. The water level in all participating production wells will be measured by the Member Unit each year prior to the initial pumping up groundwater. Selection of these wells will be by mutual agreement of the Member Unit and Yuba and with the approval of DWR in accordance with the provisions of the Water Purchase Agreement. Upon termination of groundwater pumping each year, the water level will be measured by the Member Unit, and such measurements will continue on a monthly basis until water levels have recovered to the pre-pumping level, or have stabilized.

Water-level measurements will not be required following spring high water levels in the year following the year of groundwater pumping. The Member Unit will provide the water-level readings to Yuba by the 15th day of the month following the reading.

b. Flow-meter readings will be recorded every month by the Member Unit for each production well through the pumping period. In addition, electric meter readings will be recorded by the Member Unit, and made available to Yuba upon request. The quantity of groundwater pumped between successive readings will be calculated by the Member Unit, and reported to Yuba.

c. Electrical Conductivity (“EC”) will be measured by the Member Unit in consultation with Yuba for selected production wells at the initiation of pumping (or as soon thereafter as practicable), two months after initial EC measurements and at the termination of pumping as required under the Water Purchase Agreement.

d. For selected production wells (to be identified by Yuba in consultation with the Member Unit before the monitoring plan is finalized) near Yuba monitoring wells, Yuba may complete draw-downs analyses (distance and time) with the cooperation of the Member Unit, and make comparisons to monitoring well-water levels.

e. All monitoring data will be reported by the Member Unit to Yuba by the 15th of each month for data collected during the prior month, and Yuba will prepare an annual summary report evaluating the impacts of groundwater pumping under this Agreement and the Water Purchase Agreement. The report will include water-level contour maps for the groundwater basin showing initial water levels and final recovered-water levels. At Yuba’s discretion, the annual summary may be incorporated into annual reporting for the GSP or other reports.

2. Groundwater Pumping Operations Plans

The Water Purchase Agreement sets forth the procedures by which the total amount of water to be transferred will be determined. A portion of the water will be from surface water and a portion may be provided through groundwater substitution pumping. Yuba will base the determination of the amount of water to be provided through groundwater substitution pumping (in consultation with the Member Unit) by: (a) estimating the amount of surface water that will be transferred for the year by operation under the flow schedules in the Fisheries Agreement and the September 30 target New Bullards Bar Reservoir storage level; (b) determining the amount of water from groundwater substitution pumping that Member Units can make available through wells of farmers who are willing to participate in the program and whose farms are located within a participating Member Unit; and (c) determining the amount of water that can be pumped within the sustainable yield of the basin without contributing to long-term overdraft and without resulting in significant unmitigated impacts to other beneficial uses and users of groundwater in the basin.

This section sets forth the procedure that will be used to determine the amount of water that can be pumped within the sustainable yield of the basin without

contributing to long-term overdraft, and without resulting in any significant unmitigated third-party ("Third Party" or "Third Parties") impacts to other groundwater users in the basin. Section 1 of this Exhibit describes the monitoring plan that will be used to obtain information from which the determination will be made of the condition of the groundwater basin in the spring of the year during which groundwater substitution pumping is planned. Based on this condition, Yuba will determine the expected response of the basin to the proposed pumping for that year and the resulting condition of the basin at the conclusion of the pumping. Determination of the expected condition at the conclusion of the pumping will be made through estimating the response to transfer pumping at different volumes and the subsequent recovery. This information will be compared to groundwater level thresholds based on (1) levels associated with avoidance of impacts to beneficial uses and users of groundwater, (2) levels associated with historical groundwater substitution transfers without Third-Party impacts, or (3) both. The determination of the expected conditions will be developed using the Yuba Groundwater Model or other similarly effective method to estimate impacts of pumping on future groundwater levels.

If the estimated levels are lower than identified thresholds, then further examination of potential impacts and consultation with the Member Units and the Groundwater Sustainability Committee (GSC) will be required. The GSC is a group that was formed during development of the Groundwater Sustainability Plan (GSP) to provide input and guidance on groundwater issues. The GSC comprises representatives from local groundwater users, including municipal water purveyors, Member Units, reclamation districts and others. Groundwater substitution pumping that would result in levels near the identified thresholds will occur only if the affected Member Units agree to allow such pumping and the resulting levels comply with the GSC. Even if the determination is that estimated levels resulting from proposed pumping will be above the identified thresholds, the Member Units still will be consulted, and each Member Unit must individually approve the proposed pumping in its area or such pumping will not occur. If the amount of proposed pumping that will not cause groundwater levels to drop below threshold levels cannot be confirmed using the procedures described above, then a lower amount of pumping that satisfies the conditions of this section will be determined using these procedures. The Yuba Board of Directors reserves the right to restrict the maximum amount of groundwater substitution pumping and the right to resolve any disputes in the GSC, Management Committee and among Member Units regarding the maximum amount of groundwater pumping.

3. Third-Party Impacts Action Plan

The purpose of this third-party impacts action plan is to describe actions that will be undertaken by Yuba and the Member Unit in response to potential impact to Third Parties due to pumping groundwater under this Agreement. For purposes of this exhibit, Third Parties include local groundwater users that could be affected by fluctuations in groundwater levels due to the pumping of groundwater under this Agreement. Yuba and the Member Unit concur that prompt response to and mitigation of potential impacts to Third Parties is an important element in assuring community support for Yuba's conjunctive use program.

This action plan includes a series of steps to be taken to ensure that pumping of groundwater under this Agreement does not cause significant, unmitigated impacts to Third Parties. Under this action plan, the pumping of groundwater must not produce unmitigated impacts on Third Parties, impacts must be identified and mitigated as quickly as possible and there must be ongoing, open communications with affected Third Parties. Because not all potential impacts can be known in advance, this plan provides a response to concerns expressed by local groundwater users who believe that their water-production facilities are being or will be impacted.

Each Member Units that pumps groundwater under this Agreement will identify to Yuba a contact person or persons for initially responding to a notification of a potential Third-Party impact. The contact person for a Member Unit will be the person designated to represent the Member Unit on the Technical Committee and the GSC, unless otherwise specified. The responsibilities of Yuba under this action plan will be carried out by the General Manager, or a person designated by the General Manager.

Upon either Yuba or the Member Unit receiving notification of a potential Third-Party impact, it will immediately notify the other Party of the nature of the potential impact. The Member Units will promptly (within one day) contact the Third Party and obtain all available information as to the nature and extent of the potential impact, provide that information to Yuba, and regularly update Yuba on the status of the Member Unit's response.

If the Third Party is not within the boundaries of a Member Unit of Yuba, Yuba will determine if it is evident that the Third Party is in close proximity to the groundwater-production facilities of a Member Unit that are involved with pumping of groundwater, and designate the Member Unit or Member Units responsible for responding to the potential impact. The identified Member Unit will be considered responsible for carrying out activities under the Third Party Action Plan unless Yuba is notified of a transfer of responsibility to another Member Unit.

After the Third Party has been contacted, and relevant information received on the potential impact, the Member Unit will develop in consultation with the Technical Committee an approach (subject to approval of Yuba, and at the cost and expense of the Member Unit) to: (1) determine whether the Third Party has actually been impacted by groundwater pumping by the Member Unit; and (2) if it is determined that the Third Party has been impacted by groundwater pumping by the Member Unit, to mitigate for the impact. Yuba will be available to provide assistance to the Member Unit in developing the foregoing approach. If it is determined that the Third Party has either not been impacted, or the impact is unrelated to groundwater pumping by the Member Unit, then Yuba and the Member Unit will work cooperatively to resolve this issue.

Yuba will resolve any dispute concerning implementation of this action plan, including which Member Unit will be responsible for mitigating a potential impact, whether it is reasonably likely that there was a Third-Party impact and the measures to be taken by the Member Unit to mitigate the impact. In the event that a Member Unit fails to carry out its responsibilities under this action plan, Yuba will be authorized (but

not required) to perform the responsibilities of the Member Unit and recover its reasonable costs in doing so from the Member Unit, including deducting these costs from payments due the Member Unit under this Agreement. Yuba will consult with the Technical Committee in carrying out its responsibilities under this paragraph.

It is the intention of this action plan that: (1) each Member Unit take reasonable actions to avoid Third-Party impacts; (2) any Third-Party impact that is reasonably likely to have been caused by the pumping of groundwater under this Agreement will be promptly and substantially mitigated; (3) as to any Third-Party impact that is not reasonably likely to have been caused by the pumping of groundwater, the Third-Party will be provided information to reasonably demonstrate the reasons that there were no impacts; and (4) Yuba, the Member Unit and the Technical Committee be involved in the implementation of this action plan.

Summary of Proposed Changes to Accord Conjunctive Use Agreements (Amendment 8)

General

- Draft amendment 8 proposes to:
 - incorporate previously-approved amendments 1-7
 - delete outdated provisions (e.g., references to the Phase 8 program, which was never implemented, D-1644 litigation, etc.)
 - update provisions
 - reflect changes from amendment 8 to the Accord water purchase agreement (e.g., consolidating components to Storage Component Water and Groundwater Substitution Component Water)
 - change the allocation of groundwater pumping in a schedule 6 year to include Cordua
 - change the allocation for sharing in the \$300,00 payment (\$5 per acre foot for 60,000 acre-feet) to pay costs incurred by the Member Unit and affected landowners to perform the obligations of the Member Unit under the agreement, to include Cordua (using the same percentage allocation as for schedule 6 pumping payments)
- Sections of the existing agreement that have not been substantively changed by proposed amendment 8 are not listed below

Recitals

- Deletes outdated provisions
- Adds recitals on the benefits of the Yuba Accord, the desire of the parties to extend the term and reference to amendments 1-7

Section 3 – definitions

- Deletes definitions that are no longer used
- Adds definitions consistent with prior amendments and the amendment of the Accord water purchase agreement

Section 4 – term

- Extends the term of the agreements through 2050 (same as the extended term of the water purchase agreement)

Section 5 – effective date

- The amendment will take effect when all conjunctive use agreements have been signed and the Accord water purchase agreement amendment has gone into effect

Section 6 – actions taken by Yuba to make water available

- Deletes outdated provisions
- Updates other provisions

Section 7 – Groundwater pumping in schedule 6 years

- Reallocate percentages to include Cordua Irrigation District (same percentage as for Phase 8 groundwater pumping):
 - Brophy Water District: 18.8% (5,640 acre-feet)
 - Browns Valley Irrigation District: 9.7% (2,910 acre-feet)
 - Cordua Irrigation District: 16.6% (4,980 acre-feet)
 - Dry Creek Mutual Water Company: 7.4% (2,220 acre-feet)
 - Hallwood Irrigation Company: 15.3% (4,590 acre-feet)
 - Ramirez Water District: 9.9% (2,970 acre-feet)
 - South Yuba Water District: 12.3% (3,690 acre-feet)
 - Wheatland Water District: 10% (3,000 acre-feet)
 - 100% (30,000 acre-feet)

Section 8 – Payments for schedule 6 pumping

- Incorporates previously-approved sharing of revenues (Member Units 90% and YWA 10%)

Section 9 – Payments for deficiency pumping

- Minor language updates to reflect current PG&E electrical charge practices

Section 12 – Yuba’s conjunctive use program

- Adds reference to SGMA
- Deletes outdated provisions
- Changes the allocation for sharing in the \$300,00 (\$5 per acre foot for 60,000 acre-feet) to pay costs incurred by the Member Unit and affected landowners to perform the obligations of the Member Unit under the agreement, to include Cordua (using the same percentage allocation as for schedule 6 pumping payments)

Section 13 – Groundwater pumping requirements

- Updates to reflect well information collection practices

Section 15 – Environmental Compliance

- Addition of recent CEQA compliance for the extended Yuba Accord

Section 23A – Notices

- Provides that electronic communications will be the preferred method of providing notices under the agreement

Exhibit 1, Section 1 – Groundwater Substitution Transfer Monitoring and Reporting Program

- Updates to reference SGMA
- Updates to reflect well information collection practices under SGMA, including

schedules for data submission

Exhibit 1, Section 2 – Groundwater Pumping Operations Plans

- Updates to reflect current pumping operations planning practices