UPPER KINGS BASIN INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AGREEMENT

THIS AGREEMENT is made and effective as of March 1, 2009 pursuant to the Joint Exercise of Powers Act (Government Code Sections 6500, *et seq.*) by and between the public agencies listed on the attached Exhibit A in order to form the Upper Kings Basin Integrated Regional Water Management Authority. This Agreement is made with reference to the following facts.

A. Each of the parties to this Agreement is a public agency vitally interested in the management of water supplies delivered to those within that agency's boundaries. One of the water supplies of great importance to each of the parties is the Kings River.

B. Because the parties share a common interest in maximizing the beneficial use of Kings River water, they have jointly been pursuing integrated regional water management planning strategies for the Upper Kings Basin (as defined below) through an informal coalition sometimes referred to as the Upper Kings Basin Water Forum. Through the Upper Kings Basin Water Forum, the parties have developed an integrated regional water management plan for the Upper Kings Basin and have undertaken various activities in furtherance of that plan.

C. The parties wish to facilitate continued integrated water resource management on the Upper Kings Basin by forming a joint powers authority to replace the informal Upper Kings Basin Water Forum and to pursue appropriate water resource planning opportunities in accordance with the applicable provisions of California law.

THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, it is agreed by and among the parties hereto as follows:

Article I: Definitions

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

(a) "Act" shall mean the Integrated Regional Water Management Planning Act of 2002, codified in Part 2.2 (commencing with Section 10530) of Division 6 of the California Water Code, as it may be amended, revised or superseded from time to time.

(b) "Advisory Committee" shall mean the advisory body of the Authority created by Section 3.02 of this Agreement, consisting of representatives from the Members and the Interested Parties.

(c) "Authority" shall mean the Upper Kings Basin Integrated Regional Water Management Authority, being the separate entity created by this Agreement.

UKB 100.05.01

(d) "Board of Directors" or "Board" shall mean the governing body of the Authority as established by Section 3.01 of this Agreement.

(e) "Fiscal Year" shall mean that period of twelve months established as the Fiscal Year of the Authority pursuant to Section 4.01 of this Agreement.

(f) "Interested Parties" shall mean those public and private entities that have (i) either opted not to become Members of the Authority or are legally precluded from becoming Members, (ii) provided a formal expression of interest in the Authority's activities and (iii) been designated by the Board of Directors as Interested Parties. The parties listed on the attached Exhibit B shall be the initial Interested Parties. The Board of Directors may from time to time add additional Interested Parties or remove Interested Parties. Interested Parties need not execute this Agreement, but shall be governed by its provisions. Interested Parties shall be non-voting, but shall be provided with an opportunity to provide input into Authority activities for consideration by the Board of Directors, Advisory Committee and Members.

(g) "IRWMP" shall mean the integrated regional water management plan for the Upper Kings Basin adopted pursuant to the Act by the Upper Kings Basin Water Forum, as it may be modified or amended from time to time.

(h) "Major Decision" shall mean any decision by the Board of Directors that is not a Minor Decision or Supermajority Decision. A Major Decision shall require the affirmative vote of two-thirds of the members of the Board of Directors present and voting at a meeting at which a quorum is present.

(i) "Minor Decision" shall mean a decision by the Board of Directors that does not have a material effect on the long-term activities or policies of the Authority, including (i) setting, amending or approving agendas, (ii) approving or amending minutes, (iii) approving the payment of bills or other amounts due as a result of the routine activities of the Authority, (iv) incurring any expense or series of related expenses totaling not more than $10,000 in any Fiscal Year and (v) purely administrative decisions that do not set policy for the Authority. In the event of a disagreement as to whether a decision is a Minor Decision, the Chairman shall determine whether such decision is a Minor Decision, and such determination shall be final. A Minor Decision shall require the affirmative vote of a majority of the members of the Board of Directors present and voting at a meeting at which a quorum is present.

(j) "Members" shall mean those the parties identified on the attached Exhibit A, and any parties that shall hereafter become Members in accordance with the terms and provisions of this Agreement.

(k) "Participation Percentage" shall mean the percentages described in Section 3.03 as they may be modified from time to time.

(l) "Special Activities" shall mean activities that are consistent with the purpose of this Agreement, but which are undertaken by fewer than all the parties in the name of the Authority pursuant to Section 3.07.

(m) "Supermajority Decision" shall mean any decision by the Board of Directors to (i) initiate litigation in the name of the Authority, (ii) issue bonds or other form of indebtedness obligating the Authority for an amount in excess of $100,000, (iii) adopt or amend the Authority's budget, (iv) change any Participation Percentage, (v) admit any new Member to the Authority or (vi) terminate any Member. A Supermajority Decision shall require the affirmative vote of two-thirds of the members of the Board of Directors.

(n) "Upper Kings Basin" shall mean the area depicted on the attached Exhibit C.

Article II: Creation of Authority

Section 2.01 – Creation.

The parties, pursuant to their joint exercise of powers, hereby create a public entity to be known as the "Upper Kings Basin Integrated Regional Water Management Authority."

Section 2.02 – Term.

This Agreement shall remain in effect until terminated by mutual agreement of all the parties hereto. Notwithstanding any other provision herein, this Agreement shall remain in effect and be binding upon the parties hereto and upon all subsequent parties joined herein for such a period as the Authority desires to engage in any activities under this Agreement. The foregoing provision shall not apply, however, to any party that withdraws or is terminated from its participation in the Authority in accordance with this Agreement.

Section 2.03 – Purpose.

The purpose of this Agreement is to provide for the joint exercise, through the Authority, of powers common to each of the parties in order to (i) engage in integrated regional water management planning and related activities under the Act in the Upper Kings Basin for the benefit of the water users within the boundaries of the Members, including without limitation those activities formerly conducted by the Members through the Upper Kings Basin Forum, (ii) coordinate, manage, maintain, modify, amend and implement the IRWMP under the Act, including without limitation assisting the Members in the development of water management projects and/or grant applications for projects included in or consistent with the IRWMP, (iii) participate through the Authority in water management projects included in or consistent with the IRWMP, and (iv) engage in such other activities related thereto as are incidental, necessary and convenient to the mutual benefit and interest of the Members. Activities unrelated to integrated regional water management planning under the Act in the Upper Kings Basin and/or the IRWMP shall not be undertaken by the Authority.

Section 2.04 – Powers.

The Authority shall have the power to take any action to carry out the purposes of this Agreement. Subject to the applicable voting requirements described in this Agreement, the Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers, including, but not limited to, any and all of the following: to coordinate all activities necessary to maintain, modify, amend and implement the IRWMP in accordance with the Act; to screen and

select projects for grant applications; to prepare and submit grant applications on behalf of the Members; to assist Members in the development of water management projects; to participate in water management projects; to allocate and manage grant funding; to create and appoint committees and sub-committees; to undertake, on behalf of the Members, all actions required by the California Department of Water Resources and the State Water Resources Control Board related to the IRWMP; to make and enter into contracts and agreements; to sue and be sued in its own name; to engage or employ agents, consultants and employees; to acquire, construct, manage, maintain and operate any buildings, works, or improvements; to acquire by eminent domain, or otherwise, and to hold or dispose of any property; to issue bonds and all other forms of indebtedness, to the extent and on the terms provided by law for any of the parties herein or for any separate entity so permitted; and to incur debts, liabilities and obligations as approved by the Board of Directors in accordance with this Agreement. The Authority may levy assessments. Alternatively, in lieu of assessments (either in whole or in part), the Authority may fix and collect charges for any service furnished by the Authority. In accordance with California Government Code Section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the ALTA IRRIGATION DISTRICT, as specified in Division 11 of the California Water Code.

Notwithstanding the foregoing, Members of the Authority shall at all times retain control and authority, independent of the Authority, over their own internal matters, including water supplies, facilities, and water supply projects.

Section 2.05 – Adoption of IRWMP.

The Members agree that the IRWMP shall be coordinated and managed by the Authority, and that all modifications or amendments of the IRWMP shall be adopted only by the Authority's Board of Directors and in accordance with this Agreement. Modifications and amendments of the IRWMP shall be a Major Decision.

Article III: Internal Organization

Section 3.01 – Governing Body.

The Authority shall be governed by a Board of Directors which is hereby established and which shall be composed of one representative of each of the Members, and who shall be selected and designated in writing from time to time by the governing body of the respective party from among the elected members of that party's governing body. Each party, in addition to appointing its member to the Board, shall appoint at least one alternate to the Board who shall be a director, officer or employee of that party, but need not be an elected member of that party's respective governing body. The role of each alternate Director shall be to assume the duties of the Director appointed by his/her member entity in case of the absence or unavailability of such Director. The Directors and alternates so named shall continue to serve until their respective successors are appointed.

Interested Parties shall be notified of Board meetings when members of the Board are so notified, and each agenda for Board meetings shall provide an opportunity for participation by representatives of Interested Parties in attendance.

Section 3.02 – Advisory Committee and Other Committees.

The Board of Directors shall establish an advisory body known as the "Upper Kings Basin Integrated Regional Water Management Authority Advisory Committee" that shall consist of representatives of the Members and representatives of the Interested Parties. Each Member and each Interested Party may (but need not) appoint one member to the Advisory Committee. In addition to appointing a member to the Advisory Committee, each Member and each Interested Party may appoint at least one alternate to the Advisory Committee. Members and alternates shall be designated in writing from time to time by the respective governing body of each appointing entity. The Advisory Committee shall provide advice to the Board, but shall have no authority to take action that binds the Authority in any way.

Advisory Committee members and alternates need not be elected representatives of their respective appointing entities. The Advisory Committee shall meet from time to time as required by the Board or as the Advisory Committee establishes. A majority in number of the members of the Advisory Committee shall constitute a quorum for the transaction of the Advisory Committee's business. Each member of the Advisory Committee shall be entitled to one vote. All questions and matters of any nature whatsoever coming before the Advisory Committee shall be determined, provided a quorum is present, by the concurrence of at least a majority of the members of the Advisory Committee.

The Board of Directors may establish other committees as it determines necessary and shall establish membership, quorum, and voting requirements when the committees are established.

Section 3.03 – Participation Percentages.

The Participation Percentages of the Members shall be equal, and shall be automatically adjusted without further action of the parties or the Board of Directors upon the admission, withdrawal or termination of a Member. The Participation Percentages may be otherwise changed only upon a vote of the Board of Directors. Any such change in the Participation Percentages shall be a Supermajority Decision and shall not be deemed an amendment to this Agreement.

Section 3.04 – Seal; Bylaws.

The Board may (but need not) adopt an official seal for the Authority and adopt such bylaws as it may deem necessary to regulate the affairs of the Authority in accordance with this Agreement. The bylaws may be amended from time to time by the Board of Directors as it may deem necessary. Amendment of the Bylaws shall be a Major Decision.

Section 3.05 – Quorum.

A majority in number of the members of the Board of Directors shall constitute a quorum for the transaction of Members' business. Each member of the Board of Directors shall be entitled to one vote. Any member of the Board of Directors abstaining from a vote shall be counted for purposes of determining the existence of a quorum, but shall not be deemed to be voting. Amendment of this Agreement shall be governed by Section 7.01.

Section 3.06 – Meetings.

Meetings of the Board of Directors and Advisory Committee shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Sections 54950, *et seq.*

Section 3.07 - Special Activities.

With the prior approval of the Board of Directors, Members may undertake Special Activities in the name of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that (i) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (ii) the Members to the activity agreement shall indemnify, defend and hold the other parties to this Agreement and the Authority harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be assets, rights, benefits debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Activity, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement. This Section 3.07 shall survive the termination of expiration of this Agreement.

Section 3.08 – Officers.

The officers of the Authority shall include a Chairman, a Vice-Chairman who shall serve in the absence of the Chairman, a Secretary-Treasurer, and such other officers as the Board of Directors may appoint from time to time. Each officer shall serve at the pleasure of the Board of Directors, or for such terms as the Board of Directors may establish, and shall have those powers set forth in this Agreement or delegated to them by the Board of Directors.

Article IV: Financial Provisions

Section 4.01 – Fiscal Year.

The Fiscal Year of the Authority shall be from July 1 through June 30 of each year.

Section 4.02 – Funds; Accounts.

Subject to Section 5.02 of this Agreement, the Secretary-Treasurer shall be responsible for all money of the Authority from whatever source. All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members and by bondholders as and to the extent provided by resolution or indenture. The Secretary-Treasurer shall contract with a certified public accountant to make an annual audit of the accounts and records of the Authority which shall be conducted in compliance with Section 6505 of the California Government Code.

Section 4.03 – Property; Bonds.

The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 4.02 above, who shall have charge of, handle, or have access

to any property of the Authority. The Authority shall acquire such fidelity bonds or comparable insurance covering such officers and persons in amounts designated by the Board of Directors; provided, that if no bond amount is set by the Board of Directors, no bond shall be required. Such designation shall be subject to ratification by the Members in compliance with California Government Code Section 6505.1.

Section 4.04 – Budget.

By a date set by the Board of Directors each Fiscal Year, the Board of Directors shall adopt an annual budget for the Authority for the ensuing Fiscal Year. Adoption of the annual budget or any amendment thereof shall be a Supermajority Decision.

Section 4.05 – Payments To The Authority.

All fees, costs and expenses incurred by the Authority for Member actions and activities shall be allocated to and paid by the Members in accordance with the Participation Percentages as defined in Section 3.03 on a schedule set by the Board of Directors; provided, that no Member shall be obligated to make any such payment unless and until such Member's governing body has approved and appropriated the funds necessary to make such payment. In the event a payment by a Member is otherwise required but is not made because such Member's governing body has not approved such payment or appropriated the funds necessary to make such payment, such Member shall be subject to termination as a Member pursuant to Section 6.02 but upon any such termination shall not be liable for the amount of such payment.

Article V: Contract Management; Fiscal Agent

Section 5.01 – Management.

In addition to, or in lieu of, hiring employees, the Authority may engage one or more third parties to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. A third party so engaged may, but need not, be a Member. Any third party so engaged shall have such responsibilities as are set forth in the contract for such third party's services.

Section 5.02 – Fiscal Agent.

Without limiting the breadth of Section 5.01, the Board of Directors may select a Member or a third party to act as the fiscal agent for the Authority pursuant to an agreement with the fiscal agent approved by the Board of Directors. The approval of such agreement shall be a Majority Decision.

Article VI: Relationship of Authority And Its Members

Section 6.01 – Separate Entity; Property.

In accordance with California Government Code Sections 6506 and 6507, the Authority shall be a public entity separate from the parties to this Agreement. To the greatest extent permitted by law, otherwise agreed herein the debts, liabilities and obligations of the Authority shall not be

debts, liabilities or obligations of the member entities. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

Section 6.02 – Admission, Withdrawal and Termination of Members.

Additional qualified parties may join in this Agreement and become Members upon the approval of the Board of Directors. Prior to being admitted as a new Member, a party shall (i) execute an agreement to be bound by the terms of this Agreement as if such party had been an original signatory hereto and (ii) pay an amount set by the Board of Directors to make the contributions to Authority activities by all Members (including the new Member) equitable. The admission of a new Member and determination of such amount shall be a Supermajority Decision.

Notwithstanding anything herein to the contrary, any Member may withdraw from this Agreement by giving 60 days written notice of its election to do so, which notice shall be given to the Board of Directors and to each of the other parties; provided, that such withdrawal does not in any way impair any contracts, resolutions, indentures or other obligations of the Authority then in effect. In the event of a disagreement between the Authority and the withdrawing party as to whether such withdrawal shall cause the impairment of any contracts, resolutions, indentures or other obligations of the Authority, such determination shall be made by the vote of 75% of the directors representing the non-withdrawing Members present and voting. Subject to the foregoing, a Member's withdrawal will be effective as of the date the notice of withdrawal is provided.

A withdrawing Member shall in all events remain liable for its proportionate share of (i) any call for funds or assessment levied by the Authority prior to the date it provides its notice of withdrawal, (ii) any contribution required by Section 6.04 to reflect the Participation Percentages in existence at the time the subject act or omission occurred, and (iii) the amount of any annual budget approved not more than 60 days prior to the date it provides its notice of withdrawal; provided, that a Member not concurring in an amendment of this Agreement that withdraws within the 60-day period described in Section 7.01 shall not be liable for any such amounts except to the extent they are delinquent on the date of withdrawal.

Any Member may be terminated, by a vote of the Board of Directors and upon termination shall no longer be a member of the Authority. Termination of a Member shall be a Supermajority Decision. A Member so terminated shall not be liable for the amounts described in clauses (i), (ii) and (iii) of the immediately preceding paragraph except to the extent they are delinquent on the date of termination.

In the event a Member withdraws from the Authority or is terminated in accordance with the terms and conditions hereof, such Member shall not receive a refund of any amounts advanced to the Authority by such Member prior to the date of its withdrawal or termination.

Section 6.03 – Disposition Of Property Upon Termination Or Determination By Board Of Surplus.

Upon termination of this Agreement or upon determination by the Board of Directors that any surplus money is on hand, such surplus money shall be returned to the then member entities of the Authority which contributed such monies in proportion to their Participation Percentages. The Board of Directors shall first offer any properties, works, rights and interests of the Authority for

sale to the member entities. If no such sale is consummated, then the Board of Directors shall offer the properties, works, rights and interests of the Authority for sale to any governmental agency, private entity or persons for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members in proportion to their Participation Percentages. If no such sale is consummated, then all of the properties, works, rights and interests of the Authority shall be allocated to the Members in the same manner as the allocation of the net proceeds from the sale.

Section 6.04 – Agreed Upon Share Of Liability Or Judgment For Damages.

The parties to this Agreement do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if the Members of the Authority are, under such applicable law, held liable for the acts or omissions of the Authority caused in the performance of this Agreement, caused by negligent or wrongful act or omission occurring in the performance of this Agreement, such Members shall be entitled to contribution from each of the other Members so that after said contribution each party shall bear a share equal to its Participation Percentage in existence at the time the subject act or omission occurred. The right of contribution shall include any and all loss, liability, fines, penalties, forfeitures, costs and damages whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, and for any and all claims, demands and actions in law or equity, including attorney's fees and litigation expenses (hereinafter collectively referred to as "judgment" for purposes of this section.) The right of contribution is limited to the amount paid in satisfaction of the judgment in excess of the Participation Percentage of the Members so paying. No Member may be compelled to make contribution beyond its share based upon its Participation Percentage of the entire judgment in existence as of the date of the subject act or omission.

Section 6.05 – Insurance.

The Board of Directors shall, from time to time and at least annually, review the general liability, automobile, directors and officers, and other insurance coverage maintained by the Authority for adequacy and determine the nature, extent and limits of insurance to be maintained by the Authority. The Authority shall purchase and maintain such insurance as the Board determines to be appropriate after such review.

Article VII: Miscellaneous Provisions

Section 7.01 – Amendment.

This Agreement may be amended from time to time by the concurrence of 75% of all of the Members. To provide non-concurring parties an opportunity to withdraw from the Authority as provided herein, an amendment shall be binding on all parties hereto 60 days after the required concurrence has been obtained.

Section 7.02 – Severability And Validity Of Agreement.

Should the participation of any party to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that party's

authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby agrees it would have entered into this Agreement upon the same terms as provided herein if that party had not been a participant in this Agreement.

Section 7.03 – Assignment.

Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the approval of the Board of Directors, which approval shall be a Supermajority Decision. Any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This section does not prohibit a party from entering into an independent agreement with another agency regarding the financing of that party's contributions to the Authority or the disposition of proceeds which that party receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the parties under this Agreement.

Section 7.04 – Execution In Parts Or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Facsimile signatures shall be binding.

Section 7.05 – Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the parties beneath their signatures on this Agreement, or to such other changed addresses communicated to the Authority and the member entities in writing.

Section 7.06 – Governing Law and Venue.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California. The parties to this Agreement hereby expressly waive any right to remove any action to a county other than Fresno County as permitted pursuant to California Code of Civil Procedure Section 394.

Section 7.07 – Attorney's Fees.

If any party commences any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: ALTA I.D.

By: Norman Waldner
Its: President

By: Chris M. Kaphem
Its: Secretary

Member's Address:
Alta Irrigation District
289 North "L" Street
Dinuba, CA 93618

Dated: Feb. 9, 2009

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: Kings River Conservation District

By: _____
Its: President, Board of Directors

By: _____
Its: General Manager

Member's Address:
Kings River Conservation District
4886 E. Jensen Avenue
Fresno, CA 93725

Dated: 2/10/2009

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: _____

By: Gary R. Serrato
Its: GENERAL MANAGER

By: [signature]
Its: PRESIDENT

Member's Address:
Fresno Irrigation District
2907 S Maple Avenue
Fresno, CA 93725

Dated: February 11, 2009

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: Consolidated Irrigattion District

By: Robert Nielsen Jr.

Its: Robert Nielsen Jr. President

By: Phillip G. Desatoff

Its: Phillip G. Desatoff, General Manager

Member's Address:
P O Box 209
Selma, CA 93662

Dated: February 11, 2009

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: Trinidad M. Rodriguez

By: Ron Manfredi

Ron Manfredi

Its: City Manager

Member's Address:

City of Kerman
850 S. Madera Ave
Kerman, CA 93630

Dated: February 18, 2009

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER:

By: Armando Lopez
Its: Director

By: Lou Martin
Its: Alternate

Member's Address:
City of Parlier
1100 Parlier Avenue
Parlier, CA. 93648

Dated: 2/19/2009

a county other than Fresno County as permitted pursuant to California Code of Civil Procedure Section 394.

Section 7.07 – Attorney's Fees.

If any party commences any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: City of Reedley

By: Mary L. Fast Mary L. Fast
Its: Mayor

By: _____
Its: _____

Member's Address:
City of Reedley
1717 - 9th Street
Reedley, CA 93654

Dated: March 10, 2009

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IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: CITY OF CLOVIS

By: Chad Fitzgerald
Its: Interim City Clerk

By: Kathy Millison
Its: City Manager

Member's Address:
1033 Fifth Street
Clovis CA 93612

Dated: March 20, 2009

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: City of Selma

By: , D-B Heusser
Its: City Manager

By:
Its:

Member's Address:

City of Selma
1710 Tucker Street
Selma, CA 93662

Dated: April 6, 2009

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: City of Kingsburg

By: _____

Its: Mayor

By: _____

Its: City Manager

Member's Address:
1401 Draper St.
Kingsburg CA 93631

Dated: 07/09/09

Section 7.04 – Execution In Parts Or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Facsimile signatures shall be binding.

Section 7.05 – Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the parties beneath their signatures on this Agreement, or to such other changed addresses communicated to the Authority and the member entities in writing.

Section 7.06 – Governing Law and Venue.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California. The parties to this Agreement hereby expressly waive any right to remove any action to a county other than Fresno County as permitted pursuant to California Code of Civil Procedure Section 394.

Section 7.07 – Attorney's Fees.

If any party commences any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: Kings County Water District

By: Don Mills
Its: General Manager

By: _____
Its: _____

Member's Address:
200 North Campus Drive
Hanford, CA 93230

Dated: 9/1/09

a county other than Fresno County as permitted pursuant to California Code of Civil Procedure Section 394.

Section 7.07 – Attorney's Fees.

If any party commences any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

City of Fresno:

By: _____
Rene A. Ramirez, Director
for Department of Public Utilities

Dated: 9/1/09

ATTEST:
REBECCA E. KLISCH
City Clerk

By: _____ 9/1/09
Deputy Date

APPROVED AS TO FORM:
James C. Sanchez
City Attorney

By: _____ 8/14/09
Tei Yukimoto Date
Senior Deputy

Member's Address:
City of Fresno Department of Public Utilities
2600 Fresno Street
Fresno, CA 93721

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: City of Sanger

By: Jose R. Villarreal

Its: Mayor

By: John A. Wallace

Its: Interim City Manager

Member's Address:
1700 7th Street
Sanger, CA 93657

Dated: October 1, 2009

COUNTY OF FRESNO, a Political

Subdivision of that State of California

("County")

By: Judith G. Case 4/13/10

Judith G. Case, Chairman

Board of Supervisors

By: Alan Weaver

Alan Weaver, Director

Department of Public Works and Planning

APPROVED AS TO LEGAL FORM:

Kevin Briggs, County Counsel

By: Susan Coberly
Sr. Deputy

APPROVED AS TO ACCOUNTING FORM:

Auditor-Controller/Treasurer-Tax Collector

By: Alan E Cuey for

Org: 4360/0200
Acct: 7250

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By Kelly S. McCreary
Deputy

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: County of Tulare

By: J Steven Mathley

Its: Chairman

By: _____

Its: _____

Member's Address:
2800 W. Burrel Ave.
Visalia, CA. 93291

Dated: May 18, 2010

APPROVED AS TO FORM:
COUNTY COUNSEL
By [signature]
4/2/10 Deputy 2010557

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: CITY OF DINUBA

By: _____

Its: CITY MANAGER

By: _____

Its: _____

Member's Address:

City of Dinuba
405 E El Monte Way
Dinuba CA 93618

Dated: JULY 1, 2010

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: Raisin City Water District

By: Jerry C Boren

Its: President, Board of Director

By: _____

Its: _____

Member's Address:
Raisin City Water District
10129 S Jameson Ave.
Fresno, CA 93706

Dated: 7-16-2010

EXHIBIT A

Members

Alta Irrigation District

Kings River Conservation District

Consolidated Irrigation District

Fresno Irrigation District

City of Kerman

City of Parlier

City of Dinuba

City of Clovis

City of Reedley

Raisin City Water District

Kings County Water District

City of Selma

City of Kingsburg

City of Fresno

City of Sanger

County of Fresno

County of Tulare

EXHIBIT B
Interested Parties

Bakman Water Company

Biola Community Services District

California Native Plant Society, Sequoia Chapter

Community Water Center

County of Kings

Crescent Canal Company

Cutler Public Utilities District

El Rio Reyes Conservation Trust

James Irrigation District

Kings River Conservancy

Kings River Water Association

Laguna Irrigation District

Laton Community Service District

Liberty Canal Company

Liberty Water District

Mid-Valley Water District

Orange Cove Irrigation District

Orosi Public Utilities District

Reed Ditch Company

Riverdale Irrigation District

Riverdale Public Utility District

Self-Help Enterprises

Sierra Club, Tehipite Chapter

Sierra Resource Conservation District

Terranova Ranch, Inc.

Tulare Basin Wildlife Partners

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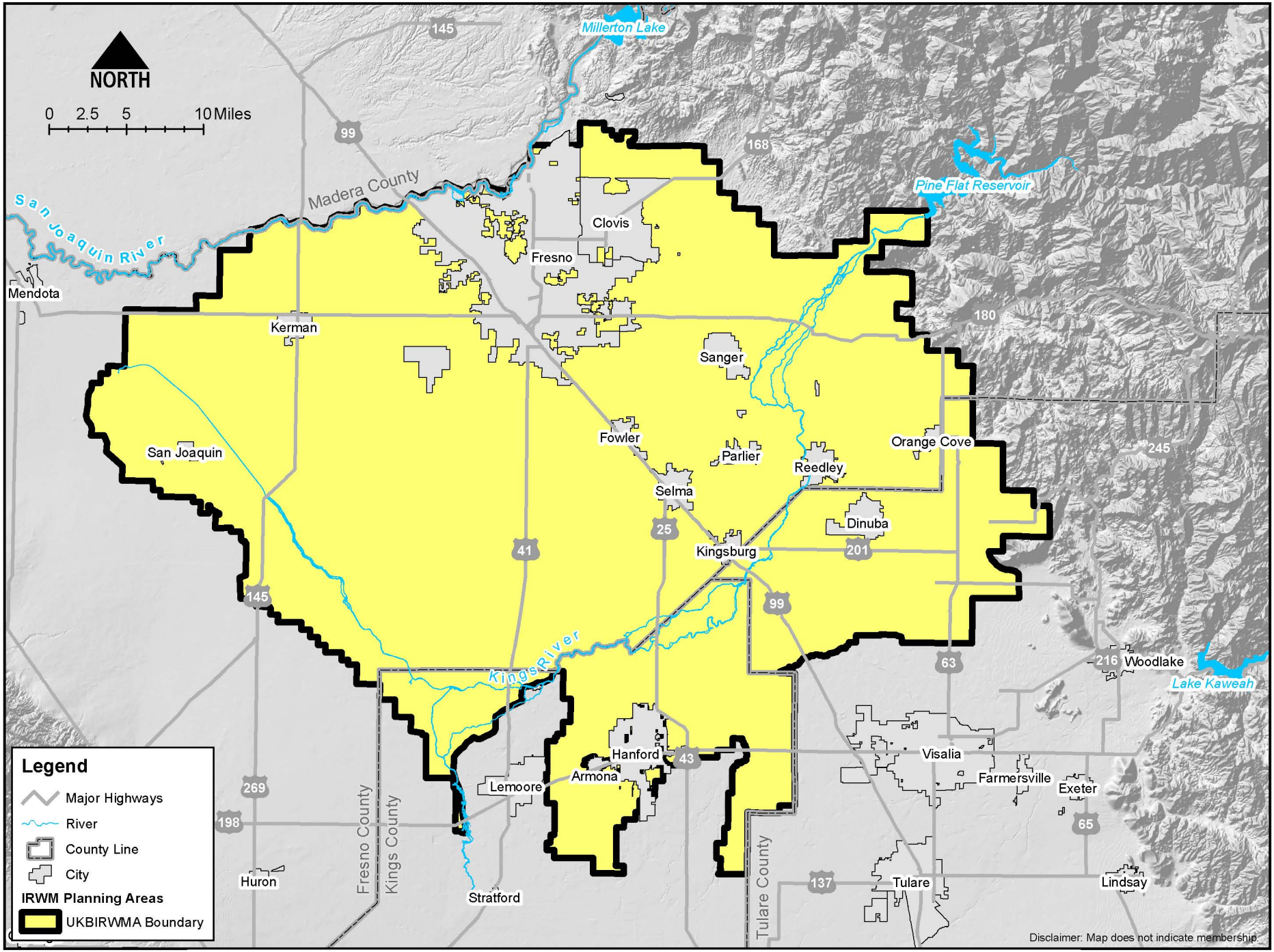

Upper Kings Basin Integrated Regional Water Management Authority

Exhibit C