

VALLEY WATER COLLABORATIVE VOLUNTARY CONTRIBUTION AGREEMENT TO SUPPORT EFFORTS RELATED TO WELL TESTING, REPLACEMENT WATER AND GROUNDWATER IMPROVEMENTS IN THE MODESTO, TURLOCK, DELTA-MENDOTA, EASTERN SAN JOAQUIN, MERCED, YOLO AND MADERA GROUNDWATER BASIN/SUB-BASIN AS IDENTIFIED IN THE WATER QUALITY CONTROL PLAN FOR THE SACRAMENTO AND SAN JOAQUIN RIVER BASINS

This Voluntary Contribution Agreement (this “Agreement”) is entered into this _____ day of _____, 20____ (the “Effective Date”), by and between the VALLEY WATER COLLABORATIVE, a California nonprofit public benefit corporation (hereafter “VWC”) and _____, (hereafter “Contributor”) (referred to individually as “Party” or collectively “Parties”).

BACKGROUND

1. On May 31, 2018, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) adopted amendments to the Water Quality Control Plans for the Sacramento River and San Joaquin River Basins and the Tulare Lake Basin to incorporate a Central Valley-Wide Salt and Nitrate Control Program (Basin Plan Amendments). The Basin Plan Amendments were approved by the State Water Resources Control Board (State Water Board) on October 16, 2019, and the Office of Administrative Law on January 15, 2020. Parts of the Basin Plan Amendments became effective upon Office of Administrative Law approval. Other parts became effective after receiving approval from the United States Environmental Protection Agency.
2. The Basin Plan Amendments include the program to regulate nitrate discharges to groundwater (Nitrate Control Program). The Nitrate Control Program became effective on or about January 15, 2020.
3. The Nitrate Control Program applies to all discharges of nitrate to groundwater basins that are designated with the municipal and domestic supply (MUN) beneficial use. Application of the Nitrate Control Program to discharges that are subject to Central Valley Water Board authority is being implemented based on priorities set forth in the Basin Plan Amendments.
4. The Nitrate Control Program, as adopted by the Central Valley Water Board, identifies the following six Priority 1 groundwater basins/sub-basins: Kaweah, Turlock, Chowchilla, Tule, Modesto, and Kings; the following Priority 2 groundwater basins/subbasins: Yolo, Eastern San Joaquin, Delta-Mendota, Merced, Madera, Tulare Lake, Kern County (Westside South), and Kern County (Poso); and designates the remaining areas as non-prioritized areas.¹ Compliance with the Nitrate Control Program is triggered by the issuance of a Notice to Comply from the Central Valley Water Board to permittees that discharge nitrate to

¹ The groundwater basins/subbasins names and boundaries identified in this Agreement are from the Department of Water Resources Bulletin 118 as it existed in 2014 and as incorporated into the Basin Plan.

groundwater. Upon receipt of the Notice to Comply, permitted dischargers need to select one of two pathways for complying with the Nitrate Control Program.

5. The Notice to Comply, as set forth in the Basin Plan Amendments, requires those that are permitted by the Central Valley Water Board to either meet the new requirements through an individual permitting approach (Pathway A) or voluntarily work with other permittees as a Management Zone (Pathway B).
6. Voluntary participation in a Management Zone is considered by the Central Valley Water Board to be an alternative compliance pathway to traditional permitting approaches and includes incentives that allow those voluntarily selecting Pathway B significant additional time to comply with the Nitrate Control Program.
7. Irrigated agriculture is permitted to discharge nitrate through the issuance of General Waste Discharge Requirements that apply to Members of Third Party Groups and recognized Third Party Groups (Ag Coalitions) receive the Notice to Comply for growers that are Members of that Third Party Group. As directed in the General Waste Discharge Requirements issued by the Central Valley Water Board, Ag Coalitions select the compliance approach (i.e., pathway) for its Members to comply with the Nitrate Control Program.
8. The Central Valley Dairy Representative Monitoring Program (CVDRMP) conducts monitoring on behalf of its dairy and bovine members and assists them with compliance with the Central Valley Water Board's Nitrate Control Program. The CVDRMP selects the compliance approach (i.e., pathway) for its Members for complying with the Central Valley Water Board's Nitrate Control Program.
9. On May 30, 2020, the Central Valley Water Board sent a Notice to Comply with the Nitrate Control Program to nitrate permitted dischargers and Ag Coalitions that have Members within the boundaries of the six identified Priority 1 basins.
10. On December 29, 2023, the Central Valley Water Board sent a Notice to Comply with the Nitrate Control Program to nitrate permitted dischargers and Ag Coalitions that have Members within the boundaries of the eight identified Priority 2 basins.
11. Permitted dischargers of nitrate need to inform the Central Valley Water Board of their decision to either elect Pathway A or Pathway B. For Members of Ag Coalitions, the Ag Coalition informs the Central Valley Water Board of its choice on behalf of its Members. For Members of the CVDRMP, the CVDRMP informs the Central Valley Water Board of its choice for its Members located in the relevant groundwater basin/subbasin and their selection of Pathway B by virtue of participation in the CVDRMP.
12. A Management Zone is defined to mean "[a] discrete and generally hydrologically contiguous area for which permitted discharger(s) participating in the Management Zone collectively work to meet the goals of the SNMP and for which regulatory compliance is evaluated based on the permittees collective impact, including any alternative compliance

programs, on a defined portion of the aquifer. Where Management Zones cross groundwater basin or sub-basin boundaries, regulatory compliance is assessed separately for each basin or sub-basin. Management Zones must be approved by the Central Valley Water Board.”

13. For those permitted dischargers that received the May 30, 2020 Notice to Comply and selected Pathway B, the time to submit Preliminary Management Zone Proposals and Early Action Plans, Final Management Zone Proposals and Management Zone Implementation Plans occurred between March 2021 and September 2023, and all documents were submitted timely.
14. For those permitted dischargers that received the December 29, 2023, Notice to Comply and voluntarily decide to participate in a Management Zone, which includes Ag Coalition and CVDRMP representatives on behalf of their Members, a Preliminary Management Zone Proposal and Early Action Plan must be submitted to the Central Valley Water Board no later than December 28, 2024.
14. Permitted dischargers voluntarily working together as a Management Zone are responsible for developing and submitting a Final Management Zone Proposal within 180 days after Central Valley Water Board review of the preliminary proposal.
15. Six months after the Central Valley Water Board’s Executive Officer accepts the Final Management Zone Proposal, the permittees, working voluntarily and collaboratively as a Management Zone, are responsible for developing and submitting a Management Zone Implementation Plan to the Central Valley Water Board.
16. Central components of the Central Valley Water Board’s Pathway B alternative compliance approach include the need for permittees to be responsible for a program that tests domestic drinking water wells, provide access to safe drinking water when a drinking water well exceeds the nitrate drinking water standard of 10 mg/L and identify long-term drinking water solutions.
17. The Valley Water Collaborative (VWC) is a nonprofit public benefit corporation created to maintain and improve the quality of life within the Modesto, Turlock, Delta-Mendota, Eastern San Joaquin, Merced, Yolo and Madera groundwater basins/subbasins (collectively referred to hereafter as the Region) located within the Central Valley by providing groundwater testing and free drinking water to residents in the Region who are impacted by nitrate contamination. The VWC also seeks to improve quality of life in the Region by identifying long-term drinking water needs for those in the Region that are impacted by nitrate contamination.
18. The Central Valley Water Board, at its sole discretion, may determine that permittees voluntarily contributing to the VWC’s efforts to improve quality of life in the Region otherwise satisfies a permittees responsibilities and obligations under Pathway B of the Nitrate Control Program.

TERMS OF VOLUNTARY CONTRIBUTION AGREEMENT

The Parties agree as follows:

1. Contributor has voluntarily determined, on its own accord, to voluntarily participate and contribute to VWC's program to improve quality of life in the Region.
2. As part of its efforts to improve quality of life in the Region, VWC agrees to make publicly available final reports and plans and data relied on for final reports and plans, except as limited by paragraph 12 of this Agreement, so that the Contributor may use such information to meet its responsibilities and obligations under the Nitrate Control Program and as directed by the Central Valley Water Board.
3. Contributor understands that the Contributors' contributions will be used to support VWC in fulfilling its mission to maintain and improve the quality of life in the Region and to support VWC's efforts to provide access to safe drinking water for residents, and by engaging in activities with the goal of protecting or enhancing the quality of groundwater used as drinking water for residents in the region.
4. VWC agrees that VWC's Board of Directors will include contributors from all of the groundwater basins/subbasins in the Region and that each groundwater basin/subbasin in the Region will have at least one director position on the VWC Board of Directors. VWC agrees that all other director positions, i.e., those not specifically designated for each groundwater basin/subbasin, may be filled by any Contributor from any of the groundwater basin/subbasins that are within VWC's Region.
5. VWC agrees that to ensure that VWC fulfills its mission throughout the Region that it will form and administer subcommittees of the Board of Directors for each groundwater basin/subbasin. The groundwater basin/subbasin specific subcommittees will be comprised of Contributors or a representative of Contributors (e.g., irrigated agriculture through Ag Coalition representatives and dairies through CVDRMP representatives) that have agreed to contribute to the VWC to help support VWC in fulfilling its mission to maintain and improve the quality of life in the Region and to support VWC's efforts to provide access to safe drinking water for residents. The subcommittees may make recommendations to the VWC Board of Directors with respect to matters and activities that apply in whole or part to the subcommittee's groundwater basin/subbasin of concern.
6. Contributor will be notified annually of its requested financial contribution to support VWC's efforts to improve quality of life in the Region.
7. The Parties agree to cooperate in seeking alternative funding sources for development and implementation of the program and the implementation thereof.

8. Contributor understands that compliance with the Nitrate Control Program is determined by the Central Valley Water Board and the Central Valley Water Board may assess compliance separately for each groundwater basin/subbasin that is in the Region.
9. As part of its program, the VWC will make available to the public, including the Central Valley Water Board, its final plans, reports, and any data relied on to develop final plans and reports, except as otherwise limited by paragraph 16 of this Agreement.
10. Contributor may terminate this Agreement at any time upon giving a minimum of thirty (30) days' express written notification to the VWC. Any contributions made to VWC by a withdrawing Contributor prior to giving notice of withdrawal belong to the VWC as a public, nonprofit benefit corporation and are not reimbursable by VWC to the withdrawing Contributor.
11. Contributor understands that, upon request by the Central Valley Water Board, VWC will convey to the Central Valley Water Board those contributors that support VWC's program and the identification of any former contributors that no longer support VWC's program.
12. The Parties shall indemnify, defend, and hold harmless the other Party, its officers, directors, members, managers, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party arising out of or occurring in connection with a Party's negligence, willful misconduct, or breach of this Agreement.
13. The Parties acknowledge that by contributing to VWC and supporting VWC's programs, the parties make no representations or admissions whatsoever with respect to nitrate levels and possible contamination in groundwater that may exist within the Region.
14. The Parties, along with other VWC contributors, agree to work cooperatively to develop and implement VWC's mission to improve quality of life in the Region and shall not use information obtained through the development and implementation of VWC's mission to cause material harm the other Party to this Agreement or other contributors to the VWC.
15. To the extent allowed by applicable law and State Water Board Order WQ 2018-0002, if VWC receives or obtains access to certain confidential information associated with Groundwater Protection Formula, Value and Target information, and Irrigation and Nitrogen Summary Report Data from irrigated agricultural coalitions subject to relevant General Waste Discharge Requirements to assist in development of VWC's program, VWC will take all reasonable steps to maintain confidentiality of such data and information.

16. The Agreement shall be interpreted and enforced pursuant to the laws of the State of California. It is agreed that in the event of any litigation arising hereunder, the Parties hereto shall submit to the jurisdiction of any court of competent jurisdiction within the State of California, County of Stanislaus.
17. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
18. If any provision of the Agreement is found invalid or unenforceable, the balance of the Agreement shall remain in full force and effect.
19. The Agreement may be executed in counterparts with the same force and effect as if executed in one complete document by all Parties.
20. This Agreement contains the entire agreement between the Parties with respect to the matters set forth in it. Any modifications, revisions, or changes to this Agreement must be made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the date set forth above.

VALLEY WATER COLLABORATIVE

By: _____
Signature of VWC Board Chair

Date: _____

Print name of VWC Board Chair

CONTRIBUTOR

Entity Name: _____

Date: _____

By: _____
Signature of Contributor authorized representative

Print name of Contributor authorized representative

Entity Information	
Entity Name:	
Mailing Address:	
Physical Address:	
Subbasin(s) for which this Agreement Applies:	<input type="checkbox"/> Modesto <input type="checkbox"/> Turlock <input type="checkbox"/> Merced <input type="checkbox"/> Eastern San Joaquin <input type="checkbox"/> Delta-Mendota <input type="checkbox"/> Madera <input type="checkbox"/> Yolo
CV Salts ID Number(s): (This ID number is assigned by the Regional Water Board. It can be found on your <u>Notice to Comply.</u>)	
Primary Entity Contact	
Name:	
Phone:	
Email:	
Request for Contribution Statement Contact	
Should the individual above receive the VWC Request for Contribution Statement?	YES <input type="checkbox"/> NO <input type="checkbox"/> <i>If "NO" please include the contact information for the individual, below.</i>
Name:	
Phone:	
Email:	