

**EXHIBIT A - SCOPE OF WORK**  
**OWHD**  
**On-Site Groundwater Replenishment**

**1. Master Services Agreement**

This Scope of Work is entered into as of the date last signed by The Freshwater Trust ("TFT") and Omochumne-Hartnell Water District ("Cooperator"). All terms and conditions set forth in the Master Services Agreement ("Agreement") are incorporated herein by reference as if set forth in this Scope of Work. All capitalized terms used in this Scope of Work shall have the same meaning set forth in the Agreement, except as modified by this Scope of Work. Upon full execution of this Scope of Work, the Agreement shall be deemed to include this Scope of Work.

**2. Project Location**

The physical location of the project is Teichert Ranch field in the Cosumnes watershed, Sacramento County, located within Section 20 of Township 7 North, Range 7 East, Mount Diablo Meridian (the "Replenishment Field") as shown by **Figure 1** below.

**3. Scope of Work**

As part of the Demonstrating Multi-Benefit On-Farm Groundwater Replenishment ("Program"), TFT and Cooperator wish to pursue the recharge of groundwater by applying a portion of Cooperator's surface water rights, as identified in the State Water Resources Control Board permit included in the Agreement as **Exhibit B**, as that exhibit may be amended from time to time. In pursuit of this goal, Cooperator agrees to perform the following:

**Groundwater Replenishment Actions**

Subject to the availability of water under its permit terms, Cooperator will annually divert surface water from the Cosumnes River between September and April ("Recharge Season") and apply that water to its 792-acre agricultural field(s), the Replenishment Field, as shown by **Figure 1**; provided, however, that the Parties may agree in writing to pursue replenishment on different agricultural field(s) capable of delivering equivalent or greater replenishment volume and benefits.

Cooperator will divert water pursuant to the water rights identified in **Exhibit B**, when that water is available, up to an Annual Water Replenishment Volume of 300-acre feet. Annual Water Replenishment Volume is defined as the volume of water that has been independently verified by a qualified water resources consultant as having infiltrated below the root zone. Cooperator acknowledges that it may be necessary to apply more than 300 acre-feet of water to achieve this result. TFT acknowledges that the nature of Cooperator's right is a temporary entitlement to excess flows, and actual water deliveries may be reduced or entirely unavailable based on the terms of Cooperator's permit and existing flow conditions.

Cooperator shall comply with all relevant reporting terms under its water right.

In any year in which Groundwater Replenishment Actions are carried out pursuant to the Agreement, Cooperator shall report the following information to TFT by June 1:

- Location, timing, and volume of surface water diversions under the Agreement;

- Location, area, and depth of water applied to field(s);
- Methods used for groundwater replenishment, including standards, and practices followed;
- Photographs of the water diversion infrastructure and replenishment activities; and
- Any additional information reasonably necessary to document the implementation of the Groundwater Replenishment Actions.

In carrying out this Scope of Work, Cooperator shall not: (1) knowingly harm or adversely impact groundwater dependent ecosystems unless a levee repair or other public safety issue arises; or (2) knowingly take any action that would undermine the intended benefits of the Groundwater Replenishment Actions in this Scope of Work.

#### **4. Performance Timeline**

Cooperator may begin performance on or after the execution of this Scope of Work and will complete performance of all Services contained in this Scope by June 30, 2027 or through extension under the Master Services Agreement.

#### **5. Drought Contingency**

In the event that Cooperator is subject to a drought-related reduction or curtailment order that constrains the use of Cooperator's water rights to an extent that frustrates the purpose of this Scope of Work, Cooperator will notify TFT in writing within seven business days of receiving the order(s) and detail what actions, if any, may be required to meet regulatory requirements. If such orders require a temporary reduction in water available to be applied, that water will be made up as soon as practicable to meet the volumetric requirements described above. Cooperator and TFT will cooperate to find a mutually agreeable solution to the issues created by any such order.

#### **6. Payment**

For Cooperator's performance of the Services outlines in this Scope of Work, TFT shall pay Cooperator \$ 100 per acre foot of Annual Water Replenishment Volume, constituting an annual payment ("Annual Rate") of up to, but no more than, \$30,000 for the full delivery of the 300 acre-feet to the aquifer. TFT will not compensate Cooperator for any direct expenses or costs, or any amount for water that is diverted or used for purposes other than the performance of this Agreement. Payment is for the delivery of water that would not otherwise occur without the specified replenishment action.

#### **7. Other Terms**

*Claiming Rights.* Funds to pay for Cooperator's fee under this Scope of Work will be generated, in whole or in part, by funding contributed by TFT partners. Cooperator acknowledges that the TFT and any associated partner or transferee shall hold the right to claim to have provided the funding that resulted in the estimated volumetric recharge benefits, as verified by a third-party, and associated social and/or environmental benefits that may occur as a result of the Program (collectively, "Claiming Rights"). Such Claiming Rights are strictly reputational and do not constitute a property interest or cognizable right to use or control any volume of physical water. Cooperator agrees that it shall respect the Claiming Rights and shall take no action that may prevent TFT or partners from making claims or representations regarding all such verified Claiming Rights.

*Contact Information.* The day-to-day communications or instructions reasonably necessary for carrying out the Services described herein should be directed to the following contacts:

**Cooperator: Omochumne Hartnell Water District**

Michael Wackman, [info@ohwd.org](mailto:info@ohwd.org), [michael@wackmanconsulting.com](mailto:michael@wackmanconsulting.com) 916-682-5958

**The Freshwater Trust**

Erik Ringelberg, [Erik@thefreshwatertrust.org](mailto:Erik@thefreshwatertrust.org), 530-867-1411

Ben Wallace, [Ben@thefreshwatertrust.org](mailto:Ben@thefreshwatertrust.org), 510-672-1260

The parties have executed this Scope of Work to the Master Services Agreement as of the day and year last signed below.

**COOPERATOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE FRESHWATER TRUST**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Figure 1 - Replenishment Field**

