

Appendix P: Sample Memorandum's of Understanding

Appendix P provides example MOU's for the Implementation Tier to consider when drafting their MOU.

MEMORANDUM OF UNDERSTANDING
among
CITY OF COACHELLA/COACHELLA WATER AUTHORITY, COACHELLA
VALLEY WATER DISTRICT, DESERT WATER AGENCY, CITY OF
INDIO/INDIO WATER AUTHORITY, MISSION SPRINGS WATER
DISTRICT, AND VALLEY SANITARY DISTRICT
for
DEVELOPMENT AND IMPLEMENTATION OF THE COACHELLA VALLEY
INTEGRATED
REGIONAL WATER MANAGEMENT PLAN

This Memorandum of Understanding (MOU) dated August 27, 2014 is entered into among the City of Coachella/Coachella Water Authority, Coachella Valley Water District, Desert Water Agency, City of Indio/Indio Water Authority, Mission Springs Water District, and Valley Sanitary District (collectively known as Members) for the purpose of coordinating water resources planning activities undertaken by the water entities. This MOU restates the agreement of the founding Members and incorporates all supplements to the original MOU listed below:

- Supplement 1 – April, 29 2010 – Consultant Retention IRWM Plan
- Supplement 2 – March 13, 2012 – Consultant Retention Plan Update and DAC Outreach
- Supplement 3 – August 8, 2012 – Implementation Grant Round 1
- Supplement 4 – February 22, 2013 – Consultant Retention CV-Strategies Outreach

WHEREAS, each Member has adopted a Resolution of commitment approving this MOU and committing to develop, update, and implement the Coachella Valley Integrated Regional Water Management Plan (CVIRWMP).

WHEREAS, it is in the interests of the Members and the region served by the Members that these water resources are responsibly managed and conserved to the extent feasible; and

WHEREAS, the Members wish to coordinate their long term water supply planning efforts in accordance with Section 10531 of the *Integrated Regional Water Management Planning Act of 2002* and Division 43 of the *Safe Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006* (Acts); and

WHEREAS, the Members anticipate the potential need for future agreements on specific activities, projects or programs and with other affected agencies to further coordinate long term water supply planning.

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

**SECTION 1:
AUTHORITY OF MEMBERS**

- 1.1. The Coachella Water Authority is a joint powers authority formed as a component of the City of Coachella and has statutory authority over water supply.
- 1.2. Coachella Valley Water District is a public agency of the State of California organized and operating under County Water District Law, California Water Code section 30000, et seq, and Coachella District Merger Law, Water Code section 33100, et seq. Coachella Valley Water District is a State Water Project Contractor and Colorado River Contractor empowered to import water supplies to its service area, and has statutory authority over water supply.
- 1.3. The Desert Water Agency is an independent special district created by a special act of the state legislature contained in chapter 100 of the appendix of the California Water Code. Desert Water Agency is also a State Water Project Contractor empowered to import water supplies to its service area, replenish local groundwater supplies, and collect assessments necessary to support a groundwater replenishment program as provided for in the Desert Water Agency Law and has statutory authority over water supply.
- 1.4. The Indio Water Authority is a joint powers authority of the City of Indio and the Indio Housing Authority and has statutory authority over water supply.
- 1.5. Mission Springs Water District is a County Water District formed under Section 30000 et seq of the California Water Code and has statutory authority over water supply.
- 1.6. The Valley Sanitary District is an independent special district governed under the California Sanitary Act of 1923. The District provides collection, wastewater treatment and water reuse services for customers in the eastern Coachella Valley since 1925.

**SECTION 2:
MEMBERSHIP CRITERIA**

Membership criteria for participation as a Member includes:

- 2.1. Possess a water management responsibility in the Coachella Valley. This criterion could apply to but is not limited to the following entities:
 - a. Wholesale or retail water providers
 - b. Agricultural, recycled, and raw/surface water providers
 - c. Wastewater providers
 - d. Surface water rights holders
 - e. Regional flood/stormwater managers

- 2.2. Commit to adopting the 2014 CVIRWM Plan prior to membership and participate in future Plan Updates, as well as commit to good faith effort as a part of the CVIRWMG to approve the future Plan Updates
- 2.3. Actively participate in management and implementation of Coachella Valley IRWM program. This includes regular attendance at meetings of CVIRWMG, Planning Partners, and other essential meetings, as well as efforts necessary to review and comment on work products
- 2.4. Participate in funding current and future program costs.
- 2.5. Commit to transparency and accountability in governing body actions that relate to the Coachella Valley IRWM program.
- 2.6. Commit to adopt the MOU and abide by the Ground Rules.
- 2.7. Commit to work toward consensus in supporting the water management needs of the entire Coachella Valley.

SECTION 3: DEFINITIONS

The abbreviations and capitalized words and phrases used in this MOU shall have the following meanings:

- 3.1. Acts — mean Section 10531 of the Integrated Regional Water Management Planning Act of 2002 and California Water Code Division 43, known as the Safe Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006
- 3.2. Coachella Valley Region — the watershed bounded on the North by the San Bernardino Mountains, Little San Bernardino Mountains and Mecca Hills Area, on the East by Mortmar and Travertine Rock, on the South by the Santa Rosa Mountains and San Jacinto Mountains and on the West by Stubbe Canyon.
- 3.3. CVWD — Coachella Valley Water District
- 3.4. CVIRWMG — Coachella Valley Integrated Regional Water Management Group
- 3.5. CWA — Coachella Water Authority
- 3.6. DWA — Desert Water Agency
- 3.7. IRWMP — Integrated Regional Water Management Plan
- 3.8. CVIRWMP — Coachella Valley Integrated Regional Water Management Plan

3.9. IWA — Indio Water Authority

3.10. Planning Partners — primary stakeholder group for the Coachella Valley IRWM Program that provides direct input to the Members

3.11. MSWD — Mission Springs Water District

3.12. VSD — Valley Sanitary District

SECTION 4: PURPOSES AND GOALS OF THIS MOU

4.1. Purpose and Goals:

4.1.1. The purpose of this MOU is to memorialize the intent of the Members to coordinate and share information concerning water supply planning programs and projects and other information, and to improve and maintain overall communication among the Members involved. It is anticipated that coordination and information sharing among the Members will assist the agencies in achieving their respective missions to the overall well-being of the region. Coordination and information sharing shall focus on issues of common interest in Section 3.2.

4.1.2. The execution of the original MOU by the Members formed the Integrated Regional Water Management Group consisting of the Members, in accordance with the Acts. The Integrated Regional Water Management Group shall be named the Coachella Valley Integrated Regional Water Management Group (CVRIWGM) and shall be comprised of the Members listed in Section 1 and compliant with the membership criteria in Section 2.

4.1.3. The original goal of the Members was to prepare and adopt an IRWMP for the Coachella Valley Region, which was accomplished in 2010 and updated in 2014. Further their future goal is to implement projects, activities and programs individually or jointly in groups that address issues of common interest, as the group so identifies.

4.2. Common Issues and Interest:

4.2.1. Water supply programs and projects that may provide mutual benefits in improving water supply reliability and/or water quality.

4.2.2. Coordination of near-term and long-term water supply planning activities.

4.2.3. Development of regional approaches to problem-solving and issues resolution as well as to further common interest.

- 4.3. Future Agreements by Members: The Members acknowledge that by virtue of commitments and intentions stated within this MOU, the need for certain other considerations that will facilitate the update and implementation of the CVIRWMP for the Coachella Valley Region will emerge. Those considerations will be subject to the agreement of the parties and documented in subsequent supplements.

**SECTION 5:
JOINT PLANNING FOR PROJECTS AND PROGRAMS**

- 5.1. Projects, Programs and Actions which are part of the Coachella Valley Integrated Regional Water Management Plan: it is the intent of the Members that they coordinate and collaborate to address the common issues identified. By consensus, the Members may develop and implement actions, projects and programs individually or jointly in groups of two or more, or enter into additional agreements in furthering those goals. This section shall not be construed as a means of removing general benefit projects from the management oversight of CVRIWVG, nor as a method of circumventing the decision resolution process outlined in the governance documents of the CVRIWVG. Applicable projects and programs include, but are not limited to the following:
- 5.1.1. Water conservation programs and other demand management programs.
 - 5.1.2. Water recycling, desalination, groundwater basin management, and water quality improvement programs and projects.
 - 5.1.3. Water banking, conjunctive use and transfer arrangements.
 - 5.1.4. Water storage development to improve system reliability, efficiencies, and flexibility.
 - 5.1.5. Project and program planning and development to solicit external funding.
 - 5.1.6. Other meritorious projects or programs consistent with the purposes of this MOU.
- 5.2. Communication and Coordination: It is the intent of the Members to generally meet on a monthly basis in order to carry out the purposes and goals of this MOU. The frequency and location of meetings are subject to the discretion of the Members and may be changed when appropriate.

The Members will also coordinate with stakeholders in the Coachella Valley through Planning Partners meetings and other correspondence at a frequency determined by the Members. The Planning Partners will provide opportunity for public comment on decisions directly related to the CVIRWMP development and implementation that are made by the governing bodies of the Members.

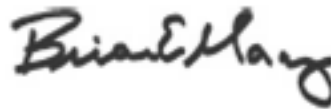
**SECTION 6:
TERMS AND CONDITIONS**

- 6.1. Term: The term of this MOU is indefinite. Any Member may withdraw from the MOU by written notice given at least 45 days prior to the effective date.
- 6.2. Construction of Terms: This MOU is for the sole benefit of the Members and shall not be construed as granting rights to any person other than the Members or imposing obligations on a Member to any person other than another Member.
- 6.3. Good Faith: Each Member shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of its terms.
- 6.4. Rights of the Members: This MOU does not contemplate the Members taking any action that would:
 - 6.4.1. Adversely affect the rights of any of the Members; or
 - 6.4.2. Adversely affect the customers or constituencies of any of the Members.
- 6.5. This document and participation in this CVIRWMP are nonbinding, and in no way suggest that a Member may not continue its own planning and undertake efforts to secure project funding from any source.
- 6.6. Members shall contribute personnel and financial resources necessary to undertake the CVIRWMP efforts of the CVIRWVG. It is expected that Members will contribute equal shares to the current and future CVIRWM program costs as agreed by the CVIRWVG. These will be documented in subsequent supplements to the MOU.
- 6.7. From time to time, the CVIRWVG may apply for and receive funding from state or federal agencies, or other entities for projects of mutual benefit within the IRWM Region. The CVIRWVG may appoint a member agency or consultant to administer and coordinate the use of such funding. The administering agency shall not have any additional authority above the CVIRWVG Members regarding project implementation, funding redistribution or any other decisions related to such projects.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year indicated on the first page of this MOU.



Jim Barrett
Coachella Valley Water District



Brian Macy
Indio Water Authority



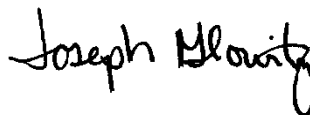
Arden Wallum
Mission Springs Water District



Dave Luker
Desert Water Agency



Kirk Cloyd Coachella Water Authority



Joseph Glowitz
Valley Sanitary District

**MEMORANDUM OF UNDERSTANDING
TO CONDUCT INTEGRATED REGIONAL WATER MANAGEMENT PLANNING
FOR THE UPPER SANTA MARGARITA WATERSHED**

This Memorandum of Understanding ("MOU") is made and entered into this 31st day of August 2010 ("Effective Date") among the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the COUNTY OF RIVERSIDE, hereinafter called "COUNTY", and the RANCHO CALIFORNIA WATER DISTRICT, hereinafter called "RCWD".

RECITALS

A. WHEREAS, the Department of Water Resources is administering a grant program for Integrated Regional Water Management or "IRWM" Planning and;

B. WHEREAS, DISTRICT, COUNTY, and RCWD, each hereinafter individually called "AGENCY" and collectively "AGENCIES", are willing to cooperate and work collaboratively with the stakeholders of the Upper Santa Margarita Watershed in Riverside County to prepare the IRWM Plan for the geographic area described on Exhibit 'A' attached hereto ("Planning Region") as accepted by the Department of Water Resources in the Regional Acceptance Process; and

C. WHEREAS, the AGENCIES collectively cover the entire planning area to be covered by this IRWM Plan that contains significant need for major public infrastructure and conservation projects; and

D. WHEREAS, the AGENCIES collectively have made significant investments in planning for flood control, management and water conservation, water supply and reliability, recycled water, habitat preservation and conservation and related water management strategies; and

E. WHEREAS, the AGENCIES collectively and with the Stakeholder Advisory Committee represent all entities significant to water management planning in the area; and

F. WHEREAS, the AGENCIES have the authority and willingness to act in the best interest of the Planning Region in planning and implementing IRWM efforts; and

G. WHEREAS, the AGENCIES are committed to conduct planning efforts in an open accessible process including the Stakeholder Advisory Committee and the public; and

H. WHEREAS, RCWD is willing to take the lead funding role in contracting for planning, making application for funding and implementing funded efforts on behalf of Eastern Municipal Water District and Western Municipal Water District and the Planning Region; and

I. WHEREAS, the AGENCIES have the institutional and fiscal capacity and systems to carry out planning and implementation efforts; and

J. WHEREAS, the AGENCIES are willing to provide funding or in-kind assistance as set forth herein and as mutually agreeable in separate board actions; and

K. WHEREAS, the AGENCIES previously executed a Memorandum of Understanding in 2007, which expires on December 31, 2010 and all AGENCIES wish to continue the efforts under this agreement which supersedes the 2007 agreement; and

L. WHEREAS, The AGENCIES will each benefit from their participation in this MOU.

NOW, THEREFORE, the AGENCIES hereby mutually agree as follows:

1. RCWD shall facilitate the completion of work required to collect and compile existing plans and current information into an IRWM Plan and submit a grant application to the State for funding consideration.

2. Each AGENCY hereby designates its General Manager or Chief Executive to represent its board as the person charged with the authority to review and approve the IRWM Plan for the Planning Region or extending this agreement.

3. The MOU authorizes that applications be made to the California Department of Water Resources or other State or Federal Departments to obtain Integrated Regional Water Management Planning and Implementation Grants pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 et seq.), and the Disaster Preparedness and Flood Prevention Bond Act of 2006, (Public Resource Code Section 7096 et seq.), or future sources of funding and to enter into agreements to receive grant funds for the Upper Santa Margarita IRWM Watershed Planning area. The General Manager of RCWD is hereby authorized and directed to prepare the necessary data, conduct investigations, file such applications, and execute grant agreements with the California Department of Water Resources, contract to disburse funds to designated partners or sub-grantees, and to make changes as needed to contracts or other documents to implement the IRWM process to the benefit of the Planning Region.

4. This MOU authorizes the establishment of a Stakeholder Advisory Committee (hereinafter "Committee") subject to the terms of this MOU and any applicable rules that the AGENCIES may promulgate. The AGENCIES will review and select by consensus the members of the Committee from stakeholder organizations in the Planning Region. Stakeholders represent their agency or organization and serve at the pleasure of the AGENCIES and may not be required to contribute funds except in-kind services. No more than one representative of any organization shall be named to the Committee. The representative shall represent all interests of the organization and the region. The Committee acts in an advisory role to the AGENCIES for plan goals and priorities outreach and project

integration. Stakeholders need not be a member of the Committee to participate in the planning process. The Committee may become dormant or be disbanded if no planning efforts are ongoing or it is no longer needed.

5. The plan, application and related efforts provided for in this MOU aggregate, compile and integrate existing plans and documents as well as solicit new projects and programs. Nothing in these plans, documents or actions, limits the authority of the AGENCIES or their powers or modifies any of the referenced plans, ordinances or actions of the AGENCIES, committee members or stakeholders.

6. Nothing contained within this MOU binds the parties beyond the scope or term of this MOU unless specifically documented in subsequent MOU amendments or contracts. Moreover, this MOU does not require any commitment of funding beyond those voluntarily committed by separate board actions but recognizes in-kind contributions of AGENCIES and stakeholders.

7. The AGENCIES cannot be assured of the results or success of the IRWM plan and application for funding. Nothing within this MOU should be construed as creating a promise or guarantee of future funding nor shall any liability accrue to the AGENCIES from any third party or one of the AGENCIES should funding not be forthcoming. Nor shall any additional liability accrue to RCWD by its willingness to act as lead for contracting and application on behalf of the AGENCIES.

8. This MOU may be terminated by any of the AGENCIES with 120 days notice to all AGENCIES and stakeholders. The term of this MOU is from its effective date shown above to December 31, 2015, unless extended or replaced by other agreements.

9. Withdrawal of AGENCIES or addition of other agencies not included will be allowed with the concurrence of the parties and upon execution of this agreement's terms by their governing board.

10. Any notices sent or required to be sent to any party shall be mailed to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501

COUNTY OF RIVERSIDE
4080 Lemon Street, 14th Floor
Riverside, CA 92501-3656

RANCHO CALIFORNIA WATER DISTRICT
42135 Winchester Road
Temecula, CA 92590

11. Each AGENCY, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the other AGENCIES, their consultants, and each of their directors, officers, agents, and employees from and against all liability, claims, damages, losses, expenses and other costs including costs of defense and attorneys' fees, arising out of or resulting from or in connection with the performance of the work performed pursuant to this MOU; such obligation shall not apply to any loss, damage or injury, as may be caused solely and exclusively by the fault or negligence of an AGENCY.

12. This MOU is to be construed in accordance with the laws of the State of California.

13. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.

14. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for change of venue in such proceedings to any other county.

15. This MOU is the result of negotiations between the parties hereto and with the advice and assistance of their respective counsel. No provision contained herein shall be construed against DISTRICT solely because, as a matter of convenience, it prepared this MOU in final form.

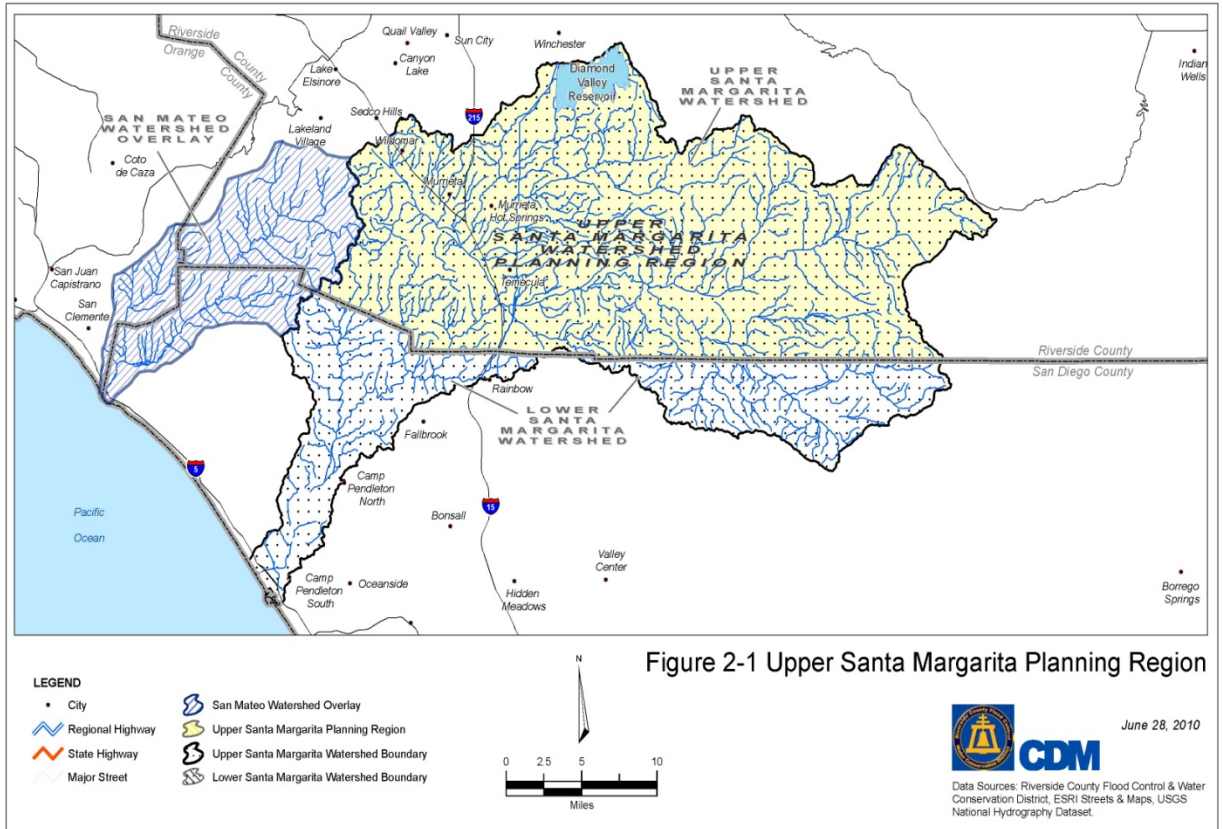
16. Any waiver by AGENCIES of any breach by the other of any one or more of the terms of this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any of the respective AGENCIES to require from the others exact, full and complete compliance with any terms of the MOU shall not be construed as in any manner changing the terms hereof, or stopping the respective AGENCIES from enforcement hereof.

17. This MOU may be executed and delivered in any number of counterparts or copies, hereinafter called "COUNTERPART", by the parties hereto. When each party has signed and delivered at least one COUNTERPART to the other parties hereto, each COUNTERPART shall be deemed an original and, taken together, shall constitute one and the same MOU, which shall be binding and effective as to the parties hereto.

18. This MOU is intended by the parties hereto as their final expression with respect to the matters herein, and is a complete and exclusive statement of the terms and conditions thereof. This MOU shall not be changed or modified except by the written consent of all parties hereto.

ATTACHMENT A

GEOGRAPHIC DESCRIPTION OF THE PLANNING REGION



RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By Marion Ashley
MARION ASHLEY, Chairman
Riverside County Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER_IHEM
Clerk of the Board

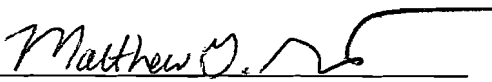
By David Huff
DAVID HUFF
Deputy County Counsel

By Kecia Harper_Ihem
Deputy

Dated August 6, 2010 (SEAL)

RECOMMENDED FOR APPROVAL:

RANCHO CALIFORNIA WATER DISTRICT

By 
MATT STONE, General Manager

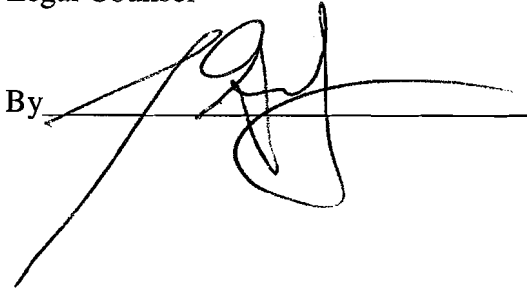
By 
LISA HERMAN, Board President

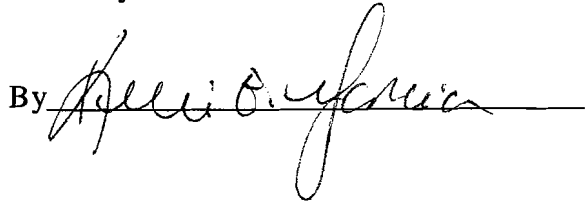
APPROVED AS TO FORM:


C. MICHAEL COWETT
Legal Counsel

ATTEST:

KELLI E. GARCIA
Secretary of the Board of Directors

By 

By 

Memorandum of Understanding
NPDES – Santa Margarita IRWM

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

AUG 31 2010
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By Sten Thomas
WARREN D. WILLIAMS
General Manager-Chief Engineer

By Marion Ashley
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel
By David Huff
DAVID HUFF
Deputy County Counsel

KECIA HARPER-IHEM
Clerk of the Board
By Kecia Harper-Ihem
Deputy

Dated _____

(SEAL)

AM:cw
P8/132612

Memorandum of Understanding
To Conduct Integrated Regional Water Management
Planning for the Upper Santa Margarita Watershed

AUG 31 2010 11.3

MEMORANDUM OF UNDERSTANDING
among
CITY OF COACHELLA/COACHELLA WATER AUTHORITY, COACHELLA
VALLEY WATER DISTRICT, DESERT WATER AGENCY, CITY OF
INDIO/INDIO WATER AUTHORITY, AND MISSION SPRINGS WATER
DISTRICT
for
DEVELOPMENT OF AN INTEGRATED
REGIONAL WATER MANAGEMENT PLAN

This Memorandum of Understanding (MOU) dated Sept. 9, 2008 is entered into among the City of Coachella/Coachella Water Authority, Coachella Valley Water District, Desert Water Agency, City of Indio/Indio Water Authority, and Mission Springs Water District (collectively known as Partners) for the purpose of coordinating water resources planning activities undertaken by the water agencies.

WHEREAS, each Partner has adopted a Resolution of commitment pledging to create an Integrated Regional Water Management Plan (IRWMP).

WHEREAS, it is in the interests of the signatory Partners and the region served by the Partners that these water resources are responsibly managed and conserved to the extent feasible; and

WHEREAS, the Partners wish to coordinate their long term water supply planning efforts in accordance with Section 10531 of the *Integrated Regional Water Management Planning Act of 2002* and Division 43 of the *Safe Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006* (Acts); and

WHEREAS, the Partners anticipate the potential need for future agreements on specific projects or programs and with other affected agencies to further coordinate long term water supply planning.

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

SECTION 1:
AUTHORITY OF PARTNERS

- 1.1 The Coachella Water Authority is a joint powers authority formed as a component of the City of Coachella and Redevelopment Agency of the City of Coachella and has statutory authority over water supply.
- 1.2 The Coachella Valley Water District is a public agency of the State of California organized and operating under County Water District Law, California Water Code section 30000, et seq, and Coachella District

MEMORANDUM OF UNDERSTANDING

August 10, 2008

Merger Law, Water Code section 33100, et seq. Coachella Valley Water District is a State Water Project Contractor and Colorado River Contractor empowered to import water supplies to its service area, and has statutory authority over water supply.

- 1.3 The Desert Water Agency is an independent special district created by a special act of the state legislature contained in chapter 100 of the appendix of the California Water Code. Desert Water Agency is also a State Water Project Contractor empowered to import water supplies to its service area, replenish local groundwater supplies, and collect assessments necessary to support a groundwater replenishment program as provided for in the Desert Water Agency Law and has statutory authority over water supply.
- 1.4 The Indio Water Authority is a joint powers authority formed as a component of the City of Indio and Redevelopment Agency of the City of Indio and has statutory authority over water supply.
- 1.5 Mission Springs Water District is a County Water District formed under Section 30000 et seq of the California Water Code and has statutory authority over water supply.

SECTION 2: DEFINITIONS

The abbreviations and capitalized words and phrases used in this MOU shall have the following meanings:

- 2.1 Acts – mean Section 10531 of the Integrated Regional Water Management Planning Act of 2002 and California Water Code Division 43, known as the *Safe Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006*
- 2.2 Coachella Valley Region – the watershed bounded on the North by the San Bernardino Mountains, Little San Bernardino Mountains and Mecca Hills Area, on the East by Mortmar and Travertine Rock, on the South by the Santa Rosa Mountains and San Jacinto Mountains and on the West by Stubbe Canyon.
- 2.3 CVWD – Coachella Valley Water District
- 2.4 CVRWGM – Coachella Valley Regional Water Management Group
- 2.5 CWA – Coachella Water Authority
- 2.6 DWA – Desert Water Agency

MEMORANDUM OF UNDERSTANDING

- 2.7 IRWMP – Integrated Regional Water Management Plan
- 2.8 IWA – Indio Water Authority
- 2.9 MSWD – Mission Springs Water District

**SECTION 3:
PURPOSES AND GOALS OF THIS MOU**

3.1 Purpose and Goals:

3.1.1 This MOU is to memorialize the intent of the Partners to coordinate and share information concerning water supply planning programs and projects and other information, and to improve and maintain overall communication among the Partners involved. It is anticipated that coordination and information sharing among the Partners will assist the agencies in achieving their respective missions to the overall well-being of the region. Coordination and information sharing shall focus on issues of common interest in Section 3.2.

3.1.2 The execution of this MOU by the Partners shall constitute the formation of a Regional Water Management Group consisting of the Partners, in accordance with the Acts. The Regional Water Management Group shall be named the Coachella Valley Regional Water Management Group (CVRWMG).

3.1.3 It is the goal of the Partners to prepare and adopt an IRWMP for the Coachella Valley Region and to implement projects and programs individually or jointly in groups that address issues of common interest, as the group so identifies.

3.2 Common Issues and Interest:

3.2.1 Water supply programs and projects that may provide mutual benefits in improving water supply reliability and/or water quality.

3.2.2 Coordination of near-term and long-term water supply planning activities.

3.2.3 Development of regional approaches to problem-solving and issues resolution as well as to further common interest.

3.3 Future Agreements By Partners: The Partners acknowledge that by virtue of commitments and intentions stated within this MOU, the need for

certain other considerations that will facilitate the preparation of an IRWMP for the Coachella Valley Region will likely emerge. These include and are not limited to:

- 3.3.1 Developing a Scope of Work
- 3.3.2 Determining the cost sharing of projects
- 3.3.3 Establishing methods for project management
- 3.3.4 Establishing a project timeline

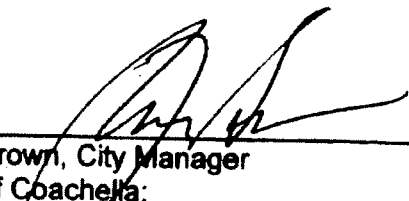
**SECTION 4:
JOINT PLANNING FOR PROJECTS AND PROGRAMS**

- 4.1 **Projects and Programs Covered by this MOU:** it is the intent of the Partners that they coordinate and collaborate to address the common issues identified. The Partners may develop and implement projects and programs individually or jointly in groupings of two or more, or enter into additional agreements in furthering those goals. Applicable projects and programs include, but are not limited to the following:
 - 4.1.1 Water conservation programs and other demand management programs.
 - 4.1.2 Water recycling, desalination, groundwater basin management, and water quality improvement programs and projects.
 - 4.1.3 Water banking, conjunctive use and transfer arrangements.
 - 4.1.4 Storage development to improve system reliability, efficiencies, and flexibility.
 - 4.1.5 Project and program planning and development to solicit external funding.
 - 4.1.6 Other meritorious projects or programs consistent with the purposes of this MOU.
- 4.2 **Communication and Coordination:** It is the intent of the Partners to meet on a monthly basis in order to carry out the purposes and goals of this MOU. The frequency and location of meetings are subject to the discretion of the Partners and may be changed when appropriate.

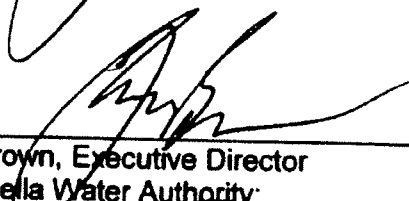
**SECTION 5:
GENERAL PROVISIONS GOVERNING MOU**

- 5.1 **Term:** The term of this MOU is indefinite. Any Partner may withdraw from the MOU by written notice given at least 45 days prior to the effective date.
- 5.2 **Construction of Terms:** This MOU is for the sole benefit of the Partners and shall not be construed as granting rights to any person other than the Partners or imposing obligations on a Partner to any person other than another Partner.
- 5.3 **Good Faith:** Each Partner shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of its terms.
- 5.4 **Rights of the Partners and Constituencies:** This MOU does not contemplate the Partners taking any action that would:
- 5.4.1 Adversely affect the rights of any of the Partners; or
 - 5.4.2 Adversely affect the customers or constituencies of any of the Partners.
- 5.5 This document and participation in this IRWMP are nonbinding, and in no way suggest that a Partner may not continue its own planning and undertake efforts to secure project funding from any source.
- 5.6 It is expected that Partners will contribute the personnel and financial resources necessary to develop the IRWMP.

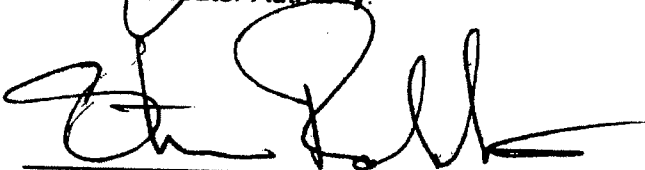
IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year indicated on the first page of this MOU.



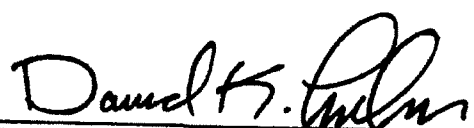
Tim Brown, City Manager
City of Coachella:



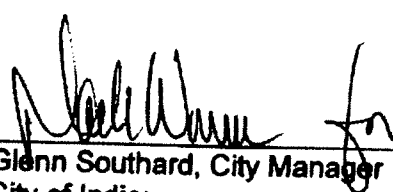
Tim Brown, Executive Director
Coachella Water Authority:



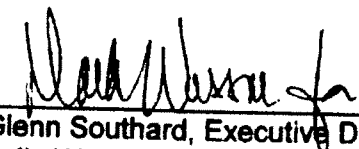
Steve Robbins, General Manager/Chief Engineer
Coachella Valley Water District:



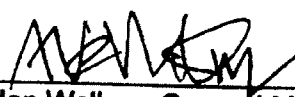
Dave Luker, General Manager
Desert Water Agency:



Glenn Southard, City Manager
City of Indio:



Glenn Southard, Executive Director
Indio Water Authority:



Arden Wallum, General Manager
Mission Springs Water District:

**SUPPLEMENT TO
MEMORANDUM OF UNDERSTANDING
among
CITY OF COACHELLA/COACHELLA WATER AUTHORITY, COACHELLA
VALLEY WATER DISTRICT, DESERT WATER AGENCY, CITY OF
INDIO/INDIO WATER AUTHORITY, AND MISSION SPRINGS WATER
DISTRICT
for
DEVELOPMENT OF AN INTEGRATED
REGIONAL WATER MANAGEMENT PLAN**

This Supplement dated April 29, 2010 is entered into among the City of Coachella/Coachella Water Authority, Coachella Valley Water District, Desert Water Agency, City of Indio/Indio Water Authority, and Mission Springs Water District (collectively known as Partners) for the purpose of coordinating water resources planning activities undertaken by the water agencies.

WHEREAS, each Partner is a party to a Memorandum of Understanding (MOU) for Development of an Integrated Water Management Plan (IRWMP) dated September 9, 2008; and

WHEREAS, the Partners wish to supplement the MOU for the purpose of retaining a consultant to assist in preparing an IRWMP;

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

**SECTION 1:
RETENTION OF CONSULTANT**

- 1.1 The consultant's scope of work, fees and contract terms shall be approved by the Partners.
- 1.2 Mission Springs Water District (MSWD) shall retain a consultant selected by the Partners and administer the consultant agreement as directed by the Partners.

**SECTION 2:
PAYMENT**

- 2.1 MSWD shall initially pay the consultant per the terms of the consulting agreement and as approved by the Partners, and then invoice each partner for reimbursement of one-fifth (1/5) of the payment that has been made to the consultant.

Appendix 1-2: CVRWGMG MOU

- 2.2 Each Partner shall pay the invoice within 14 days of receipt of invoice.

SECTION 3: PARTICIPATION


- 3.1 Each Partner retains the right to withdraw its participation in the MOU, as stipulated by the MOU in Section 5.1.
- 3.2 A withdrawing Partner remains obligated for reimbursement of its share of consulting fees to be paid pursuant to agreement with the consultant executed prior to that Partner's withdrawal from participation.

SECTION 4: MISCELLANEOUS

- 4.1 Abbreviations, capitalized words and phrases used in this supplement shall have the same meaning as in the MOU.
- 4.2 All terms of the MOU remain unchanged, except, as supplemented herein.
- 4.3 This Supplement may be executed in any number of counterparts, each of which shall be deemed original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.

Appendix 1-2: CVRWMG MOU



**Gene Rogers, Interim City Manager
City of Coachella**



**Gene Rogers, Executive Director
Coachella Water Authority**

**Steve Robbins, General Manager-Chief Engineer
Coachella Valley Water District**

**Dave Luker, General Manager
Desert Water Agency**

**Tara Lee Adams, City Manager
City of Indio**

**Tara Lee Adams, Executive Director
Indio Water Authority**

**Arden Wallum, General Manager
Mission Springs Water District**

Appendix 1-2: CVRWMG MOU

Gene Rogers, Interim City Manager
City of Coachella:

Gene Rogers, Executive Director
Coachella Water Authority:



Steve Robbins, General Manager-Chief Engineer
Coachella Valley Water District:

Dave Luker, General Manager
Desert Water Agency:

Tara Lee Adams, Interim City Manager
City of Indio:

Tara Lee Adams, Interim Executive Director
Indio Water Authority:

Arden Wallum, General Manager
Mission Springs Water District:

Appendix 1-2: CVRWGM MOU

Gene Rogers, Interim City Manager
City of Coachella:

Gene Rogers, Executive Director
Coachella Water Authority:

Steve Robbins, General Manager-Chief Engineer
Coachella Valley Water District:

A handwritten signature in black ink, appearing to read "Dave Luker". The signature is written in a cursive style with a large, looping initial "D".

Dave Luker, General Manager
Desert Water Agency:

Tara Lee Adams, Interim City Manager
City of Indio:

Tara Lee Adams, Interim Executive Director
Indio Water Authority:

Arden Wallum, General Manager
Mission Springs Water District:

Appendix 1-2: CVRWMG MOU

Gene Rogers, Interim City Manager
City of Coachella:

Gene Rogers, Executive Director
Coachella Water Authority:

Steve Robbins, General Manager-Chief Engineer
Coachella Valley Water District:

Dave Luker, General Manager
Desert Water Agency:



Tara Lee Adams, Interim City Manager
City of Indio:



Tara Lee Adams, Interim Executive Director
Indio Water Authority:

Arden Wallum, General Manager
Mission Springs Water District:

Appendix 1-2: CVRWMG MOU

Gene Rogers, Interim City Manager
City of Coachella

Gene Rogers, Executive Director
Coachella Water Authority

Steve Robbins, General Manager-Chief Engineer
Coachella Valley Water District

Dave Luker, General Manager
Desert Water Agency

Tara Lee Adams, City Manager
City of Indio

Tara Lee Adams, Executive Director
Indio Water Authority



Arden Wallum, General Manager
Mission Springs Water District

Appendix 1-2: CVRWMG MOU

Appendix 1-2: CVRWGM MOU

SECOND SUPPLEMENT TO
MEMORANDUM OF UNDERSTANDING

among

CITY OF COACHELLA/COACHELLA WATER AUTHORITY, COACHELLA VALLEY
WATER DISTRICT, DESERT WATER AGENCY, CITY OF INDIO/INDIO WATER
AUTHORITY, and MISSION SPRINGS WATER DISTRICT

for

DEVELOPMENT OF AN INTEGRATED REGIONAL WATER MANAGEMENT PLAN

This SECOND SUPPLEMENT dated March 13, 2012, is entered into among the City Of Coachella/Coachella Water Authority, Coachella Valley Water District, Desert Water Agency, City Of Indio/Indio Water Authority, and Mission Springs Water District (collectively known as Partners) for the purpose of coordinating water resources planning activities undertaken by the water agencies.

WHEREAS, each Partner is a party to a Memorandum of Understanding (MOU) for Development of an Integrated Regional Water Management Plan (IRWMP) dated September 9, 2008; and

WHEREAS, each Partner is a party to a first Supplement to that MOU for the purpose of retaining a consultant to assist in preparing an IRWMP dated April 29, 2010; and

WHEREAS, each Partner wishes to supplement the MOU a second time for the purpose of retaining consultants and entering into grant funding contracts with the Department of Water Resources (State) for Proposition 84, Chapter 2 as follows:

- A. Agreement Number 4600009468, for Disadvantaged Communities Outreach (DAC grant), in the amount of \$500,000.
- B. Agreement Number 4600009342, for updating the existing IRWMP (Planning grant), in the amount of \$1,000,000.

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

SECTION 1:
AGREEMENTS

- 1.1 The Coachella Valley Water District (CVWD), designated by the Partners as lead agency for the Coachella Valley IRWMP, shall have overall responsibility for executing and administering Proposition 84 grant agreements as directed by the Partners.
- 1.2 CVWD shall retain consultants selected by the Partners and administer consulting agreements as directed by the Partners.

Appendix 1-2: CVRWMG MOU

- 1.3 Partners shall share equally with CVWD all necessary costs, risks, and obligations for satisfying the terms of the Proposition 84 grant agreements with the State.

SECTION 2:

DAC AND PLANNING GRANT INVOICING AND PAYMENT

- 2.1 CVWD will establish an escrow account, and, upon signing this amendment, each Partner will deposit \$50,000 into that account for a total balance of \$250,000 to ensure that outstanding invoices can be paid if the State fails to provide reimbursements.
- 2.2 CVWD will receive invoices from consultants on a monthly basis, and will pay invoices from the escrow account.
- 2.3 No less than quarterly, CVWD will invoice the State. CVWD will deposit funds received from the State into the escrow account for payment of invoices.
- 2.4 If outstanding invoices exceed \$250,000 more than reimbursement from the State, the escrow account balance will drop to zero and the Partners will postpone grant work until State reimbursements are received.
- 2.5 CVWD will not be responsible for making payments which are neither backed by reimbursements from the State, nor by funds in the escrow account described in Section 2.1.
- 2.6 Upon completion of the Proposition 84 grant agreements, the funds remaining in the escrow account will be distributed equally to the Partners.
- 2.7 The sole purpose of escrow account funds is for paying consultant invoices for the DAC and planning grants after the invoices have been reviewed and approved by the Partners. The funds may not be used for any other purpose without the consensus of the Partners.

SECTION 3:

PARTICIPATION

- 3.1 Each Partner retains the right to withdraw its participation in the MOU as stipulated by the MOU in Section 5.1
- 3.2 A withdrawing Partner remains obligated for reimbursement of its share of costs to be paid pursuant to any agreements executed prior to that Partner's withdrawal from participation.

SECTION 4:

MISCELLANEOUS

- 4.1 Abbreviations, capitalized words and phrases used in this supplement shall have the same meaning as in the MOU.
- 4.2 All terms of the MOU remain unchanged, except, as supplemented herein.

Appendix 1-2: CVRWMG MOU

4.3 This Second Supplement may be executed in any number of counterparts, each of which shall be deemed original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.

CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY



COACHELLA VALLEY WATER DISTRICT

DESERT WATER AGENCY

CITY OF INDIO/INDIO WATER AUTHORITY

MISSION SPRINGS WATER DISTRICT

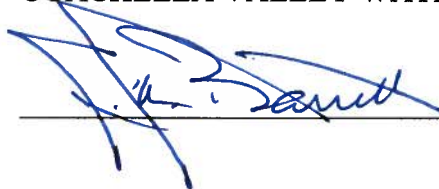
Appendix 1-2: CVRWGM MOU

4.3 This Second Supplement may be executed in any number of counterparts, each of which shall be deemed original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.

CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY

COACHELLA VALLEY WATER DISTRICT

 3.13.12

DESERT WATER AGENCY

CITY OF INDIO/INDIO WATER AUTHORITY

MISSION SPRINGS WATER DISTRICT

Appendix 1-2: CVRWMG MOU

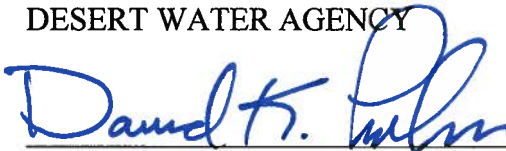
4.3 This Second Supplement may be executed in any number of counterparts, each of which shall be deemed original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.

CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY

COACHELLA VALLEY WATER DISTRICT

DESERT WATER AGENCY



David K. Luker
General Manager

CITY OF INDIO/INDIO WATER AUTHORITY

MISSION SPRINGS WATER DISTRICT

Appendix 1-2: CVRWGM MOU

4.3 This Second Supplement may be executed in any number of counterparts, each of which shall be deemed original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.

CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY

COACHELLA VALLEY WATER DISTRICT

DESERT WATER AGENCY

CITY OF INDIO/INDIO WATER AUTHORITY



MISSION SPRINGS WATER DISTRICT

Appendix 1-2: CVRWGMG MOU

IN WITNESS WHEREOF, the Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.

CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY

COACHELLA VALLEY WATER DISTRICT

DESERT WATER AGENCY

CITY OF INDIO/INDIO WATER AUTHORITY

MISSION SPRINGS WATER DISTRICT



Appendix 1-2: CVRWMG MOU

Appendix 1-2: CVRWGM MOU

THIRD SUPPLEMENT TO
MEMORANDUM OF UNDERSTANDING

among

CITY OF COACHELLA/COACHELLA WATER AUTHORITY, COACHELLA VALLEY
WATER DISTRICT, DESERT WATER AGENCY, CITY OF INDIO/INDIO WATER
AUTHORITY, and MISSION SPRINGS WATER DISTRICT

for

DEVELOPMENT OF AN INTEGRATED REGIONAL WATER MANAGEMENT PLAN

This THIRD SUPPLEMENT dated August 8, 2012, is entered into among the City Of Coachella/Coachella Water Authority, Coachella Valley Water District, Desert Water Agency, City Of Indio/Indio Water Authority, and Mission Springs Water District (collectively known as Partners) for the purpose of coordinating water resources planning activities undertaken by the water agencies.

WHEREAS, each Partner is a party to a Memorandum of Understanding (MOU) for Development of an Integrated Regional Water Management Plan (IRWMP) dated September 9, 2008; and

WHEREAS, each Partner is a party to a first Supplement to that MOU for the purpose of retaining a consultant to assist in preparing an IRWMP dated April 29, 2010; and

WHEREAS, Each Partner is a party to the second Supplement to that MOU for the purpose of retaining consultants and entering into grant funding contracts with the Department of Water Resources (State) for Proposition 84, Chapter 2 as follows:

- A. Agreement Number 4600009468, for Disadvantaged Communities Outreach (DAC Grant), in the amount of \$500,000.
- B. Agreement Number 4600009342, for updating the existing IRWMP (Planning Grant), in the amount of \$1,000,000.

WHEREAS, each partner wishes to supplement the MOU a third time for the purpose of entering into grant funding contracts with the Department of Water Resources (State) for Proposition 84, Chapter 2, Agreement Number 4600009560, for an IRWM Implementation Grant (Implementation Grant) in the amount of \$4,000,000.

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

Appendix 1-2: CVRWMG MOU

SECTION 1: AGREEMENTS

- 1.1 The Coachella Valley Water District (CVWD), designated by the Partners as lead agency for the Coachella Valley IRWMP, shall have overall responsibility for executing and administering this Implementation Grant as directed by the Partners.
- 1.2 The Grant administration costs reimbursed to CVWD shall be limited to \$100,000 as described in EXHIBIT C, Table 1, Budget Category GA of the Implementation Grant Agreement.
- 1.3 The purpose of the Implementation Grant is to fund four individual projects, each of which has a Local Project Sponsor responsible for individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are expected to act on behalf of CVWD in the fulfillment of Grantee responsibilities where specified in the Implementation Grant Agreement. The four individual projects and their Local Project Sponsors are listed in the Implementation Grant Agreement as follows:
- Regional Water Conservation Program CVWD
 - Short-Term Arsenic Treatment Project Pueblo Unido Community Development
 - Groundwater Quality Protection Program Mission Springs Water District
 - Groundwater Quality Protection Program City of Cathedral City
- 1.4 The Regional Water Conservation Program equally benefits each of the five Partners.

SECTION 2: REGIONAL WATER CONSERVATION PROGRAM INVOICING AND PAYMENT

- 2.1 Each Partner will pay their share of costs to implement programs and shall submit invoices to CVWD for reimbursement no less than quarterly.
- 2.2 No less than quarterly, CVWD will invoice the State. CVWD will distribute funds received from the State to the Partners based on invoices submitted by the Partners.
- 2.3 No Partner shall be expected to make payments for any project or program that are greater than their individual share of costs, without first receiving funds from each Partner sufficient to cover their individual share of the cost.
- 2.4 CVWD will not be responsible for making payments which are neither backed by reimbursements from the State, nor by funds from the Partners as described in section 2.3 above.

SECTION 3:
PARTICIPATION

- 3.1 Each Partner retains the right to withdraw its participation in the MOU as stipulated by the MOU in Section 5.1
- 3.2 A withdrawing Partner remains obligated for reimbursement of its share of costs to be paid pursuant to any agreements executed prior to that Partner's withdrawal from participation.

SECTION 4:
MISCELLANEOUS

- 4.1 Abbreviations, capitalized words and phrases used in this supplement shall have the same meaning as in the MOU.
- 4.2 All terms of the MOU remain unchanged, except, as supplemented herein.
- 4.3 This Second Supplement may be executed in any number of counterparts, each of which shall be deemed original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.

CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY

x  _____

COACHELLA VALLEY WATER DISTRICT

DESERT WATER AGENCY

SECTION 3:
PARTICIPATION

- 3.1 Each Partner retains the right to withdraw its participation in the MOU as stipulated by the MOU in Section 5.1
- 3.2 A withdrawing Partner remains obligated for reimbursement of its share of costs to be paid pursuant to any agreements executed prior to that Partner's withdrawal from participation.


SECTION 4:
MISCELLANEOUS

- 4.1 Abbreviations, capitalized words and phrases used in this supplement shall have the same meaning as in the MOU.
- 4.2 All terms of the MOU remain unchanged, except, as supplemented herein.
- 4.3 This Second Supplement may be executed in any number of counterparts, each of which shall be deemed original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.

CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY

COACHELLA VALLEY WATER DISTRICT


_____ 10-05-12

DESERT WATER AGENCY

SECTION 3:
PARTICIPATION

- 3.1 Each Partner retains the right to withdraw its participation in the MOU as stipulated by the MOU in Section 5.1
- 3.2 A withdrawing Partner remains obligated for reimbursement of its share of costs to be paid pursuant to any agreements executed prior to that Partner's withdrawal from participation.

SECTION 4:
MISCELLANEOUS


- 4.1 Abbreviations, capitalized words and phrases used in this supplement shall have the same meaning as in the MOU.
- 4.2 All terms of the MOU remain unchanged, except, as supplemented herein.
- 4.3 This Second Supplement may be executed in any number of counterparts, each of which shall be deemed original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.

CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY

COACHELLA VALLEY WATER DISTRICT

DESERT WATER AGENCY



Appendix 1-2: CVRWMG MOU

CITY OF INDIO/INDIO WATER AUTHORITY



MISSION SPRINGS WATER DISTRICT

Appendix 1-2: CVRWMG MOU

CITY OF INDIO/INDIO WATER AUTHORITY

MISSION SPRINGS WATER DISTRICT



A handwritten signature in black ink, appearing to be 'M. J. ...', is written over a horizontal line.

Appendix 1-2: CVRWMG MOU

Appendix 1-2: CVRWMG MOU

FOURTH SUPPLEMENT TO
MEMORANDUM OF UNDERSTANDING

among

CITY OF COACHELLA/COACHELLA WATER AUTHORITY, COACHELLA VALLEY
WATER DISTRICT, DESERT WATER AGENCY, CITY OF INDIO/INDIO WATER
AUTHORITY, and MISSION SPRINGS WATER DISTRICT

for

DEVELOPMENT OF AN INTEGRATED REGIONAL WATER MANAGEMENT PLAN

This FOURTH SUPPLEMENT dated February 22, 2013, is entered into among the City Of Coachella/Coachella Water Authority, Coachella Valley Water District, Desert Water Agency, City Of Indio/Indio Water Authority, and Mission Springs Water District (collectively known as Partners) for the purpose of coordinating water resources planning activities undertaken by the water agencies.

WHEREAS, each Partner is a party to a Memorandum of Understanding (MOU) for Development of an Integrated Regional Water Management Plan (IRWMP) dated September 9, 2008; and

WHEREAS, each Partner is a party to a first Supplement to that MOU for the purpose of retaining a consultant to assist in preparing an IRWMP dated April 29, 2010; and

WHEREAS, Each Partner is a party to the second Supplement to that MOU for the purpose of retaining consultants and entering into grant funding contracts with the Department of Water Resources (State) for Proposition 84, Chapter 2 as follows:

- A. Agreement Number 4600009468, for Disadvantaged Communities Outreach (DAC Grant), in the amount of \$500,000.
- B. Agreement Number 4600009342, for updating the existing IRWMP (Planning Grant), in the amount of \$1,000,000.

WHEREAS, each Partner is a party to the third Supplement to the MOU for the purpose of entering into grant funding contracts with the Department of Water Resources (State) for Proposition 84, Chapter 2, Agreement Number 4600009560, for an IRWM Implementation Grant (Implementation Grant) in the amount of \$4,000,000, and for the purpose of designating the Coachella Valley Water District (CVWD) as administrating agency of the Implementation Grant as directed by the Partners.

WHEREAS, The Partners wish to supplement the MOU for the purpose of retaining a consultant for Subtask 9.1: Outreach of the Implementation Grant.

Appendix 1-2: CVRWMG MOU

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

SECTION 1: AGREEMENTS

- 1.1 The consultant's scope of work, fees and contract terms shall be approved by the Partners.
- 1.2 CVWD shall retain the consultant selected by the Partners and administer the consultant agreement as directed by the Partners

SECTION 2: REGIONAL WATER CONSERVATION PROGRAM INVOICING AND PAYMENT

- 2.1 The Regional Water Conservation Program equally benefits each of the five Partners, and the procedures agreed to for invoicing and payment established in the Third Supplement to the MOU shall be followed.
- 2.2 CVWD will establish an escrow account, and upon signing this fourth amendment, each Partner will deposit \$10,000 into that account for a total balance of \$50,000 to ensure that outstanding invoices can be paid if the state fails to provide reimbursements.
- 2.3 CVWD will receive invoices from the consultant on a monthly basis and will pay invoices from the escrow account.
- 2.4 No less than quarterly, CVWD will invoice the State. CVWD will deposit funds received from the State into the escrow account for payment of consultant invoices.
- 2.5 If the escrow account balance drops to zero, the Partners will postpone grant work until state reimbursements are received.
- 2.6 CVWD will not be responsible for making payments, which are neither backed by reimbursements from the State, nor by funds in the escrow account.
- 2.7 Upon completion of Subtask 9.1: Outreach, the funds remaining in the escrow account will be distributed equally to the Partners.
- 2.8 The sole purpose of this escrow account is for paying consultant invoices for Subtask 9.1: Outreach. The funds may not be used for any other purpose without consensus of the Partners.

Appendix 1-2: CVRWMG MOU

3.2 A withdrawing Partner remains obligated for reimbursement of its share of costs to be paid pursuant to any agreements executed prior to that Partner's withdrawal from participation.

SECTION 4:
MISCELLANEOUS

- 4.1 Abbreviations, capitalized words and phrases used in this supplement shall have the same meaning as in the MOU.
- 4.2 All terms of the MOU remain unchanged, except, as supplemented herein.
- 4.3 This Supplement may be executed in any number of counterparts, each of which shall be deemed original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.

CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY



COACHELLA VALLEY WATER DISTRICT

DESERT WATER AGENCY

Appendix 1-2: CVRWMG MOU

3.2 A withdrawing Partner remains obligated for reimbursement of its share of costs to be paid pursuant to any agreements executed prior to that Partner's withdrawal from participation.

SECTION 4:
MISCELLANEOUS

- 4.1 Abbreviations, capitalized words and phrases used in this supplement shall have the same meaning as in the MOU.
- 4.2 All terms of the MOU remain unchanged, except, as supplemented herein.
- 4.3 This Second Supplement may be executed in any number of counterparts, each of which shall be deemed original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.

CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY

COACHELLA VALLEY WATER DISTRICT



DESERT WATER AGENCY

SECTION 3:
PARTICIPATION

- 3.1 Each Partner retains the right to withdraw its participation in the MOU as stipulated by the MOU in Section 5.1
- 3.2 A withdrawing Partner remains obligated for reimbursement of its share of costs to be paid pursuant to any agreements executed prior to that Partner's withdrawal from participation.

SECTION 4:
MISCELLANEOUS

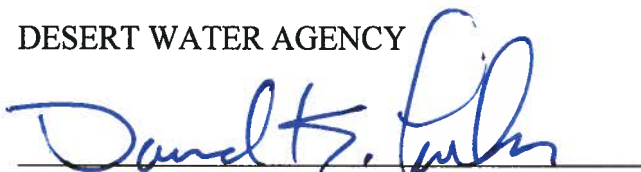
- 4.1 Abbreviations, capitalized words and phrases used in this supplement shall have the same meaning as in the MOU.
- 4.2 All terms of the MOU remain unchanged, except, as supplemented herein.
- 4.3 This Fourth Supplement may be executed in any number of counterparts, each of which shall be deemed original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.

CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY

COACHELLA VALLEY WATER DISTRICT

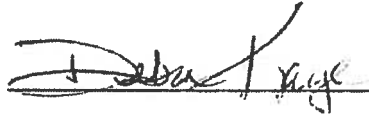
DESERT WATER AGENCY



David H. Fisher

Appendix 1-2: CVRWMG MOU

CITY OF INDIO/INDIO WATER AUTHORITY



MISSION SPRINGS WATER DISTRICT

Appendix 1-2: CVRWMG MOU

CITY OF INDIO/INDIO WATER AUTHORITY

MISSION SPRINGS WATER DISTRICT

A handwritten signature in black ink, appearing to be "J. Beck", is written over a horizontal line. The signature is stylized and somewhat illegible.

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF SAN DIEGO
COUNTY OF SAN DIEGO, and SAN DIEGO COUNTY WATER AUTHORITY
for the
INTEGRATED REGIONAL WATER MANAGEMENT PROGRAM
For Fiscal Years 2012-2016**

This Memorandum of Understanding (MOU) between the San Diego County Water Authority (Water Authority); the City of San Diego, a municipal agency (City); and the County of San Diego, a political subdivision of the State of California (County), sets forth the respective roles of Water Authority, City and County in regard to the Integrated Regional Water Management (IRWM) Plan and Program. Water Authority, City and County are sometimes referred to in this MOU collectively as the "Parties" and individually as "Party."

This MOU replaces the Memorandum of Understanding (March 25, 2009), as amended, between City, County, and Water Authority for Fiscal Years 2009-2013 for the IRWM Grant Program.

RECITALS:

1. The California Legislature enacted SBX2 1 (Perata, Chapter 1 Statutes of 2008), the Integrated Regional Water Management Planning Act, which repealed and re-enacted Part 2.2 of Division 6 of the Water Code relating to integrated regional water management plans. SBX2 1 provides that a regional water management group may prepare and adopt an integrated regional water management (IRWM) plan.
2. In November 2002, Proposition 50, the Water Security, Clean Drinking Water, Coastal and Beach Protection Act, authorized the Legislature to appropriate funding for competitive grants for IRWM projects.
3. In November 2006, Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act, authorized the Legislature to appropriate funding for competitive grants for IRWM projects.
4. The intent of the IRWM Grant Program (Program) established in accordance with Proposition 50 and SBX2 1, is to encourage integrated regional strategies for management of water resources and to provide funding, through competitive grants, for projects that protect communities from drought, protect and improve water quality, promote environmental stewardship, and improve local water security by reducing dependence on imported water.
5. To qualify as a regional water management group (RWMG) and comply with the Program Guidelines (Guidelines) established under Proposition 50 and SBX2 1, at least three agencies must participate in the group; two of the agencies must have statutory authority over

water management that may include water supply, water quality, flood control, or stormwater management.

6. In 2005, the Parties established an RWMG that consists of Water Authority, which has statutory authority over water management; City, which has statutory authority over water management, water quality, wastewater, flood management and stormwater; and County, which has statutory authority over water quality, stormwater and flood control in the unincorporated area.

7. The Parties understand that only through a collaborative effort with the many stakeholders involved in water management planning can the IRWM Plan process be successful in the San Diego region.

8. As part of the public outreach and stakeholder involvement effort, the Parties established the Regional Advisory Committee (RAC), which comprises up to 32 representatives appointed by the Parties from the water management areas of water supply, water quality and natural resources/watersheds management; and representatives of businesses, academia and tribes, as well as other interested members of the public. The purpose of the RAC is to make recommendations to the Parties on key issues related to IRWM planning and grant applications.

9. The Parties, acting with positive recommendations from the RAC, completed the first San Diego IRWM Plan (Plan) in 2007. Subsequently, the Parties have received funding for planning and implementation of projects from the California Department of Water Resources (DWR). Additional funding is available to the San Diego IRWM Program from Proposition 84, approved by California voters in 2006.

10. To qualify for Proposition 84 IRWM funding, a planning region must have an IRWM Plan that complies with the requirements of California Water Code Section 83002(b)(3)(B), or must have committed to bringing its plan into compliance within two years of receiving such funding.

11. A Local Project Sponsor (LPS) is a proponent of an individual project that will be funded as part of an IRWM Program grant from the State or other future funding agencies. An LPS may be Water Authority, County, City, a Water Authority member agency, a municipality, a local agency or a non-profit organization.

12. This MOU consists of five major components: general grant obligations, San Diego IRWM Plan update, IRWM grant administration, the role of the RAC, and funding for IRWM Program management.

Now, therefore, in consideration of the above incorporated recitals and mutual obligations of the Parties herein expressed, the Parties agree as follows:

1. General Grant Obligations

- a. The Parties are equal partners in the development and submission of IRWM grant applications. All Parties shall provide timely reviews and approvals before grant

applications are submitted.

- b. Water Authority shall submit the grant applications to the funding agency on behalf of the Parties.
- c. To expedite the grant application process, Water Authority shall provide initial funding for a consultant to develop the applications. The total cost of the consultant and applications shall be shared by the parties consistent with Section 5 of this MOU.
- d. The funding commitment by the Parties under Section 5 of this MOU assumes that the Parties will continue to pay or provide in-kind services as allowed for the entire cost of grant applications for the IRWM Program. As part of the IRWM Plan Update described in Section 2 of this MOU, the Parties agree to study the concept of obtaining funding from other sources to fully or partially defray the cost of grant applications.
- e. Water Authority shall be responsible for administering funding for projects that are receiving IRWM Program grant funding with respect to submitting invoices and quarterly reports to the funding agency, distributing funding to LPS, and processing contract amendments as applicable.
- f. The Parties shall share equally in any and all contractual liability, regardless of nature or type, which arises out of or results from a LPS's performance of services under its agreement with the Water Authority. The Parties shall share equally in any of the default provisions listed in the grant agreements received by the Parties. The Water Authority also agrees to pursue contractual remedies.
- g. Each Party shall procure and maintain during the period of this MOU insurance from insurance companies admitted to do business in the State of California or shall self-insure to cover any contractual liability resulting from the conditions referenced in Section 1f.

2. San Diego IRWM Plan Update

- a. The Parties are equal partners in the update of the Plan. Water Authority shall contract with a consultant to update the Plan in compliance with the Guidelines and schedule established by DWR, and submit the updated Plan to DWR.
- b. The update of the Plan shall be contingent upon receipt of grant funding for this purpose.

3. IRWM Grant Contracts Administration

- a. The Water Authority shall administer and manage IRWM grant agreements, administer the LPS contracts, develop and maintain a reporting and invoicing program, and communicate project and agreement progress to the RWMG, RAC, and the funding agency.

- b. An LPS that has satisfied all invoicing requirements for a grant shall invoice the Water Authority, which shall in turn invoice the funding agency. The Water Authority shall, within 45 days of receipt of funds from the funding agency, disburse the funds to the LPS.
- c. The Water Authority shall appropriate a percentage of the grant money allocated to each LPS project to fund administration of the IRWM grants. The Parties shall agree mutually to the percentage of the grant money that is to be appropriated for this purpose. To the extent that costs exceed the amount in this fund, and that the Parties mutually agree to the additional cost, the Parties shall equally share the additional costs in accordance with Section 5a.
- d. Where a labor compliance requirement has been established by the granting agency, Authority shall report to the granting agency the compliance status of LPS, as reported by LPS, with applicable public works laws.

4. Role of Regional Advisory Committee (RAC)

The RAC shall be considered the project advisory committee. The Parties are committed to a cooperative relationship with the RAC and will incorporate the RAC's consensus recommendations in documents prepared for presentations to the Parties' governing bodies. The Parties' governing bodies will give primary consideration to the recommendations of the RAC as part of any decision related to the following:

- a. Adoption of updates to the IRWM Plan for the San Diego Region.
- b. Criteria for prioritizing projects to be submitted for IRWM grant programs.
- c. Reevaluation of all projects submitted for grant funding if a funding agency funds the Program at a level lower than the requested grant amount and does not provide direction on which projects to fund. Parties shall fund the projects based on consultation with the RAC and the criteria for project prioritization (Section 4b).
- d. Approval and submittal of grant applications.
- e. Transition of responsibility for implementation of the IRWM Plan to a new institutional structure.

5. Funding

- a. Funding for FY 2012-2016 shall not exceed \$1,470,000. Each Party shall provide an equal share of this funding in an amount not to exceed \$490,000. If a Party's contribution was not totally expended in the MOU (March 25, 2009), as amended, that Party shall be credited for the unexpended amount in this MOU.

- b. In-kind services provided by the Parties shall be considered in excess of the above funding amounts and are not reimbursable. The Parties' staff shall separately document time spent on in-kind services for IRWM planning, administration and grant applications.
- c. The funding commitment described in 5a shall not include expenditures to administer the IRWM Grant Program.
- d. Water Authority shall invoice City and County on a quarterly basis along with supporting documentation of expenses. City and County shall remit payment within 60 days of receipt of invoice.

6. Assignment

Parties shall not assign or transfer this MOU or any rights under or interest in this MOU without written consent of all other Parties, which may be withheld for any reason.

7. Defense and Indemnity

Water Authority, City, and County each agree to mutually indemnify, defend at its own expense, including attorneys' fees, and hold each other harmless from and against all claims, costs, penalties, causes of action, demands, losses and liability of any nature whatsoever, including but not limited to liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of or related to any negligent act, error or omission of that party, its officers or employees, or any other agent acting pursuant to its control and performing under this Agreement.

Nothing in the foregoing shall be construed to require any Party to indemnify another for any claim arising from the sole negligence or willful act of the Party to be indemnified.

8. Document Review

Water Authority, City and County each shall make available for inspection to the other Parties, upon reasonable advance notice, all records, books and other documents relating to the Plan and the Program, unless privileged.

9. Term

The term of this MOU shall begin on the date of execution by all Parties and expire on June 30, 2016 expressly contingent upon funding by Water Authority, City and County. The term may be extended by written agreement of all Parties. The Parties shall continue to participate in the planning, development and coordination of the Plan and Grants to the maximum extent possible. The Parties agree to notify one another in the event that their agency's future budget appropriations impact Program funding continuity. If appropriations are different than anticipated, the MOU and Program funding shall be adjusted based on actual funding.

10. Notice

Any notice, payment, credit or instrument required or permitted to be given hereunder will be deemed received upon personal delivery or 24 hours after deposit in any United States mail depository, first class postage prepaid, and addressed to the Party for whom intended as follows:

If to the Water Authority: San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123
Attn: Mark Stadler

If to City: City of San Diego Water Department
600 B Street, Suite 600
San Diego, CA 92101
Attn: Cathy Pieroni

If to County County of San Diego
5201 Ruffin Road, Suite P
San Diego, CA 92123
Attn: Sheri McPherson

Any Party may change such address or contact by notice given to the other Parties as provided herein.

11. Amendments

The MOU may be amended by written agreement of all Parties.

12. Severability

The partial invalidity of one or more parts of this MOU will not affect the intent or validity of this MOU.

13. Governing Law

This MOU shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Any action brought shall be in San Diego County, California.

14. Obligations

Nothing in this agreement shall create additional obligations with respect to the Plan or Program.

15. Termination of MOU

This MOU may be terminated by any Party with or without cause 30 days after notice in writing to the other Parties.


16. Signatures

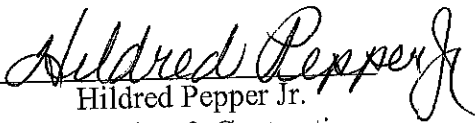
The individuals executing this MOU represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date below.

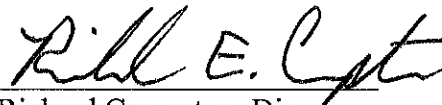
San Diego County
Water Authority

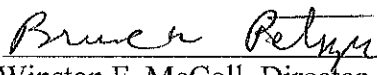
City of San Diego

By: 
Ken Weinberg
Director of Water Resources

By: 
Hildred Pepper Jr.
Purchasing & Contracting
Director

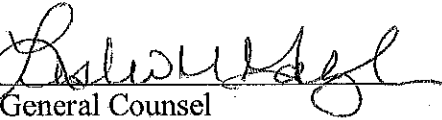
County of San Diego

By: 
Richard Crompton, Director
Department of Public Works

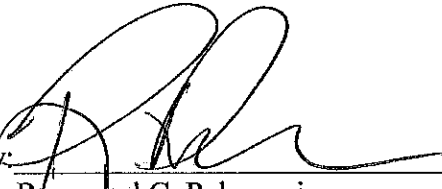
By:  **RISKY**
Winston F. McColl, Director
Department of Purchasing and Contracting

APPROVED AS TO FORM:

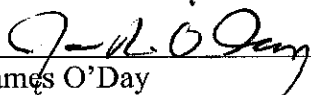
San Diego County
Water Authority

By: 
General Counsel
San Diego County Water Authority

City of San Diego

By: 
Raymond C. Palmucci
Deputy City Attorney

County of San Diego

By: 
James O'Day
County Counsel, Senior Deputy

Date: 9/21/11

**MEMORANDUM OF UNDERSTANDING
AMONG CITY OF MODESTO, CITY OF TURLOCK, CITY OF HUGHSON, AND CITY OF CERES
FOR INTEGRATED REGIONAL WATER MANAGEMENT PLANNING**

This Memorandum of Understanding (MOU) dated August 23, 2011 is entered among the City of Modesto, City of Turlock, City of Hughson, and City of Ceres (collectively known as the East Stanislaus Regional Water Management Partnership or Partnership) for the purposes of coordinating water resources planning activities undertaken by the cities/water agencies and to establish mutual understandings of cities/water agencies with respect to their joint efforts in developing an Integrated Regional Water Management Plan (IRWMP) that will increase regional coordination, collaboration and communication and help in obtaining funding for water resources-related projects.

WHEREAS, the California Legislature enacted SBX2 1 (Perata, Chapter 1 Statutes of 2008), the Integrated Regional Water Management Planning Act, which provides that a regional water management group may prepare and adopt an Integrated Regional Water Management Plan.

WHEREAS, In November 2006, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act (Prop 84), authorized Legislature to appropriate funding for competitive grants for projects included in Integrated Regional Water Management Plans.

WHEREAS, the Cities of Ceres, Hughson, Turlock and Modesto adopted and entered into a cost share agreement for the preparation of an Integrated Regional Water Management Plan on June 22, 2010.

WHEREAS, the Partnership has submitted an application for approval of the Integrated Regional Water Management Plan and East Stanislaus Region approval, which includes descriptions of the regional boundary, the Partnership, Committees, and governance structure, among other topics, through the Department of Water Resources (DWR) Region Acceptance Process (RAP).

WHEREAS, the signatories of the MOU anticipate the potential need for future agreements on specific projects or programs and with other affected agencies to further coordinate long-term water resources planning.

WHEREAS, the MOU does not prevent any signatory from pursuing other projects individually and participation in Plan planning is nonbinding, and in no way suggests that an agency's ability to plan and undertake efforts to plan for projects or secure project funding from any source. An agency may withdraw from participation at any time.

Now, therefore, the following is mutually understood and agreed:

1. GOALS

The goals of the Partnership are:

1.1. To develop a comprehensive planning document to facilitate regional cooperation in providing water supply reliability, water recycling, water conservation, water quality improvement, storm water capture and management, flood management, wetlands enhancement and creation, and environmental and habitat protection and improvement.

1.2. To foster coordination, collaboration and communication between Partnership agencies responsible for water-related issues and interested stakeholders, to achieve greater efficiencies, enhance public services, and build public support for vital projects.

1.3. To improve regional competitiveness for State and Federal grant funding.

2. DEFINITIONS

As used in this MOU, the following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise.

2.1. Integrated Regional Water Management Plan. The Integrated Regional Water Management Plan (IRWMP) envisioned by state legislators and state resource agencies that integrates the projects and management plans of all water-related agencies and stakeholders in a region, in this case the East Stanislaus Region, in order to foster coordination, collaboration and communication among those entities and to assist decision-makers in awarding grants and other funding. The plan will address water supply, water quality, wastewater, stormwater/flood control, watershed planning and habitat protection and restoration.

2.2. Agency. A public entity, be it a special district, city or other governmental entity, responsible for providing one or more services in the areas of water supply, water quality, wastewater, recycled water, water conservation, stormwater/flood control, watershed planning and habitat protection and restoration.

2.3. Service function. A water-related individual service function provided by an agency, i.e. water supply, water quality, wastewater, recycled water, water conservation, stormwater/flood control, watershed planning, and habitat protection and restoration.

2.4. Partnership. The Partnership consists of the member agencies signatory to this MOU.

2.5. Partner: Agencies that have signed this MOU shall individually be referred to as Partner.

2.6. Project. A comprehensive list of resource projects or programs that yield multiple benefits including one or more of the following: water supply reliability, water conservation and water use efficiency; stormwater capture, storage, clean-up, treatment and management; removal of invasive non-native species, the creation and enhancement of wetlands, and the acquisition, protection, and restoration of open space and watershed lands; non-point source pollution reduction, management and monitoring; groundwater recharge and management; contaminant and salt removal through reclamation, desalting, and conveyance of reclaimed water to users; water banking, exchange, reclamation and improvement of water quality; planning and implementation of multipurpose flood management programs; watershed protection and management; drinking water treatment and distribution; ecosystem and fisheries restoration and protection.

2.7. Management plan. An agency's or organization's plan, based in part on the land-use plans within the entity's jurisdiction, that addresses how that entity will provide service in the future in one or more of the following service functions: water supply, water quality, wastewater, recycled water, water conservation, stormwater/flood control, watershed planning or habitat protection and restoration.

2.8. Integration. Assembling into one document the water-related management strategies, projects and plans in the East Stanislaus Region. The first phase would be to identify water management strategies for the region and the priority projects that work together to demonstrate how these strategies work together to provide reliable water supply, protect or improve water quality, provide watershed protection and

planning, and provide environmental restoration and protection. Projects and plans would be categorized and opportunities to identify regional benefits of linkages between multiple water management strategies among projects and plans of separate service functions and to see where projects and plans of separate service functions may further interrelate, e.g. wastewater treatment and water recycling or habitat restoration.

3. IRWMP PROJECT PARTICIPANTS

3.1. Public agencies. Public agencies, which have developed projects and management plans, are responsible to their respective electorates, and are devoting staff to the process, will take the lead as the voice in the IRWM planning process as described in "Approach to developing the Plan" below. These public agencies shall be one or more of the Partners of the Partnership.

3.2. Contributing entities. Other entities, such as business and environmental groups, are considered valuable contributors and will continue to be invited and encouraged to participate.

3.3. Regulatory agencies. These agencies, such as the Regional Water Quality Control Board and the Department of Fish and Game, will be invited to participate.

3.4. Stakeholders and disadvantaged communities. The Signatories understand that a collaborative effort with stakeholders and disadvantaged communities, regardless of their ability to contribute financially, is vital to a successful Plan planning process and ultimate preparation of a Plan. The public at large, stakeholders, and disadvantaged communities will be asked to participate in the planning process and will be given opportunities to provide input and comments on the preparation of a Plan.

4. MUTUAL UNDERSTANDINGS

4.1. An IRWM Plan is needed for the following reasons:

(a) To foster increased coordination, collaboration and communication between East Stanislaus Region cities/water agencies and interested stakeholders that may result in more effectively managed resources, cost efficiencies and better service to the public.

(b) Some state grants and other funding opportunities require development and implementation of an Integrated Regional Water Management Plan.

4.2. Future cost sharing agreements will be developed among the Partnership members, as needed. Developing an Implementation Grant Funding Application and minor costs of supporting the governance structure are two areas that may require additional funding through this cost sharing agreement.

4.3. The Plan will include, but may not necessarily be limited to, water supply, water quality, wastewater, recycled water, water conservation, stormwater/flood control, watershed planning and habitat protection and restoration. It is acknowledged that the management plans of each individual public agency are based, in part, on the land-use plans within an agency's jurisdiction. Therefore, the resultant Plan will by design have incorporated the land-use plans and assumptions intrinsic to the respective water-related service function.

4.4. The East Stanislaus Region for this MOU is defined as a portion of eastern Stanislaus County that includes the signatories' service areas and is bounded by the Merced River on the South and Stanislaus River on the north. A full description of the regional boundary will be included in the Regional Acceptance Process application which will be submitted to DWR for approval and also as depicted in Exhibit A.

4.5. Approach to developing the Plan:

(a) A reasonable approach towards developing the Plan is to first identify the roles and responsibilities of the representatives and stakeholders involved. The governance structure and public outreach sections of the Regional Acceptance Process application will more thoroughly describe these groups and their roles.

(b) The proposed forum for this regional planning effort is through the creation of the Partnership, Steering Committee, Stakeholder Committee and Stakeholder Subcommittees. Agencies, entities, and the public at large will be invited to participate in the effort. Throughout the Plan planning process, the Partnership will have final decision-making authority.

4.6. Decision-making. Consensus will be sought in the event the need for a decision arises. A governance structure will be developed outlining the decision making process. Any decision being made by the Partnership is done so based on a vote with each member representative in the Partnership receiving one vote and all actions requiring a simple majority vote. The Partners understand unless a vote of its representative is either pre-approved or ratified by the Partner's governing body, namely its city council or board, the effect of the representative's vote does not bind that Partner to the decision. Regional decision-making and management processes may be revised as the Region matures and the IRWM Plan is developed and implemented.

4.7. The Partnership shall consist of one representative and one alternate from each participating Partner in the Partnership. Such representatives shall be a board member, council member, general manager, city manager, or as designated by the member agency's electoral body. In the event that the primary representative is unavailable for a meeting, the alternate shall serve as representative.

4.8. Quorum. Representatives or alternates from a majority of the Partnership members shall constitute a quorum for transacting business, except that less than a quorum may vote to adjourn the meeting or to set a date for the next meeting.

4.9. Approval of the Plan. Plan approval and adoption is anticipated by each Partnership member. Should a Partnership member refuse to adopt the IRWMP, the reasons for refusal should be cited and attempts will be made to reconcile any differences. Should the differences remain irreconcilable, the dissenting member will be asked to withdraw from participation in the Partnership.

4.10. Non-binding nature. This document and participation in this MOU and Plan effort are nonbinding, and in no way suggest that a Partner may not continue its own planning and undertake efforts to secure project funding from any source. A Partner may withdraw from participation at any time.

4.11. Personnel and financial resources. It is expected that the signatories of the MOU will contribute the personnel and financial resources necessary to develop and implement the Plan as determined by subsequent agreements.

4.12. Terms of Office. Each representative and alternate in the Partnership shall serve as long as the Partner's governing body, namely the city council or board of directors, designates that person to serve in that capacity. . If at any time a representative vacancy occurs in the Partnership, a replacement shall be appointed or designated by the Partner within ninety (90) days of the date that such position becomes vacant. The Partner's alternate representative shall fulfill the role of primary representative until a primary representative is designated by the member agency. Alternate representatives to the Partnership shall be empowered to cast votes in the absence of the primary representative or in the event of a conflict of interest that prevents the primary representative from voting subject to this MOU.

4.13. Officers of the Partnership. The Partnership shall elect a Chair and Vice-Chair, and such other officers it deems appropriate. The duties of the Chair and Vice-Chair are as follows:

(a) Chair. The Chair shall direct the preparation of agendas, call meetings of the Partnership to order, and conduct other activities as deemed appropriate by the Partnership.

(b) Vice-Chair. The Vice-Chair shall serve as the Chair in the absence of the Chair. In the event both Chair and Vice-Chair are absent from a meeting, which would otherwise constitute a quorum, and a temporary Chair was not designated by the Chair at the last regular meeting, any Partnership member may call the meeting to order and a temporary chair may be appointed by majority vote to serve until the Chair or Vice-Chair is present.

4.14. Other on-going regional efforts. Development of the Plan is separate from efforts of other organizations to develop water-related plans on a regional basis. As the Plan is developed, work products can be shared with these other organizations.

4.15. Reports and communications. The Steering Committee will regularly report on the progress of the Partnership to the agencies and stakeholders they represent and the associations or organizations to which they belong that are involved in the Plan process.

4.16. Termination. Because the Plan will require periodic review and updating for use into the future, it is envisioned that the joint efforts of those involved will be on-going in maintaining a living document. Thus this document will remain as a reflection of the understandings of the participants when they signed the MOU. As indicated, Partners of the Partnership MOU may terminate their involvement at any time upon thirty (30) days written notice. However, the Partner terminating its involvement in the Partnership shall still be subject to any agreements entered into by the Partner before the effective date of the termination.

4.17. Additional agencies may join the Partnership provided the Partnership receives a written request from the interested agency to join, the Partnership receives a majority vote to approve the new agency's membership and the new agency becomes a signatory to this MOU and any related cost sharing agreements,

4.18. Procedures. The Partnership may adopt bylaws, rules of conduct for meetings, and operating procedures for the Partnership which would be updated from time to time as needed. To facilitate such efforts, the Partnership may adopt the administrative procedures and policies of a Partner.

4.19. Minutes. A secretary or clerk may be appointed by the Partnership to keep and distribute meeting minutes.

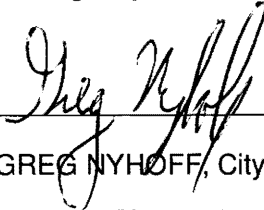
5. SIGNATORIES TO THE MEMORANDUM OF UNDERSTANDING

We, the undersigned representatives of our respective agencies, acknowledge the above as our understanding of how the East Stanislaus Integrated Regional Water Management Plan will be developed.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as set forth below.

CITY OF MODESTO

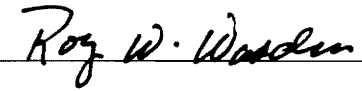
Member Agency

By: 
GREG NYHOFF, City Manager

Dated: 8-24-11

CITY OF TURLOCK

Member Agency

By: 
ROY WASDEN, City Manager

Dated: 8/29/11

APPROVED AS TO FORM:
By: 

PHAEDRA NORTON, CITY ATTORNEY

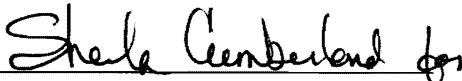
ATTEST:

By: 

STEPHANIE LOPEZ, City Clerk
Resolution 2011-359 Aug. 9, 2011


CITY OF CERES

Member Agency

By: 
ART DE WERK, Acting City Manager

Dated: 8-16-11

APPROVED AS TO FORM:

By: 

ROLAND R. STEVENS,
Assistant City Attorney

CITY OF HUGHSON

Member Agency

By: 
BRYAN WHITEMYER, City Manager

Dated: 8-10-11