

4.2 Eligible Applicant Documentation

Eligible applicants are local agencies or non-profit organizations. If DWR determines that the applicant does not have the authority to enter into a grant agreement with the State, the applicant will not be eligible for funding and application will not be reviewed. The applicant must provide a written statement (and additional information if noted) containing the appropriate information outlined below:

- *Is the applicant a local agency as defined in Appendix B of the 2014 IRWM Drought Guidelines? Please explain.*
- *What is the statutory or other legal authority under which the applicant was formed and is authorized to operate?*
- *Does the applicant have legal authority to enter into a grant agreement with the State of California?*
- *Describe any legal agreements among partner agencies and/or organizations that ensure performance of the Proposal and tracking of funds.*

Kaweah Delta Water Conservation District is a local agency as defined in Appendix B of the 2014 IRWM Drought Guidelines. Specifically it is a special district.

Kaweah Delta Water Conservation District was formed in 1927 under the provisions of the Water Conservation District Act of 1927.

Kaweah Delta Water Conservation District has the authority to enter into funding contracts as defined in Section 2, paragraph 5 of the Water Conservation Act of 1927.

Prior to Kaweah Delta WCD signing a funding contract with DWR, each implementing agency that will receive funding will enter into and execute a memorandum of understanding with Kaweah Delta WCD that will include commitments on the following topics:

- The implementing agency will agree to, by extension, all of the conditions and requirements that are included in the funding contract between DWR and Kaweah Delta WCD.
- Verify that the implementing agency has sufficient available funds to proceed with their project as planned with the knowledge that the grant program is a reimbursement program and that they must incur costs before those costs can be invoiced to DWR through Kaweah Delta WCD.
- That the implementing agency will support the Kaweah River Basin IRWM Group entering into a binding agreement with DWR to update, within a two year period from the execution date of the grant agreement, the Kaweah River Basin IRWM Plan to comply with then-current state law and to undertake all reasonable and feasible efforts to address water-related needs of disadvantaged communities in the area within the Kaweah River Basin IRWM region.
- That the implementing agency will submit all the identified deliverables in the proposal and all future reimbursement requests in a timely manner to DWR through regular submittals to Kaweah Delta WCD.
- That the implementing agency will accomplish project monitoring, project assessment and collection of performance measures in a timely manner and relay that information back to DWR through submittals to Kaweah Delta WCD.

A fully executed version of the MOU between Kaweah Delta WCD and implementing agencies can be found in the application as **Attachment 1 – Appendix B**.

**ATTACHMENT 1 – AUTHORIZATION AND ELIGIBILITY
REQUIREMENTS**

APPENDIX B

**Fully Executed 2nd Restated MOU between Kaweah Delta WCD
and Implementing Agencies**

**SECOND RESTATED
MEMORANDUM OF UNDERSTANDING**

THIS SECOND RESTATED MEMORANDUM OF UNDERSTANDING ("Second Restated MOU"), effective this 20th day of JUNE, 2014, by and between the COUNTY OF TULARE ("County"), the EXETER IRRIGATION DISTRICT ("Exeter"), the CITY OF VISALIA ("Visalia"), the CITY OF LINDSAY ("Lindsay"), KAWEAH DELTA WATER CONSERVATION DISTRICT ("District"), LAKESIDE IRRIGATION WATER DISTRICT ("Lakeside"), the TULARE IRRIGATION DISTRICT ("TID"), the CITY OF TULARE ("Tulare") and the CITY OF FARMERSVILLE ("Farmersville"), is made in light of the following:

RECITALS:

WHEREAS, both the Integrated Regional Water Management Planning Act of 2002, found in Division 6, Part 2.2 of the California Water Code ("IRWMP Act"), and the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002, found in Division 26.5 of the California Water Code, authorize and encourage certain local agencies and mutual water companies to develop an integrated regional water management plan ("IRWMP");

WHEREAS, during or about November 2007, County, Exeter, Visalia, Lindsay and the District (collectively "Original Parties"), desiring to form a regional water management group, as defined in the IRWMP Act, entered into a Memorandum of Understanding ("MOU") to develop an IRWMP for the Kaweah River Basin;

WHEREAS, during or about September 2009, the California Department of Water Resources determined that the Kaweah River Basin already had a "functionally equivalent" IRWMP;

WHEREAS, the Original Parties continue to desire to develop an IRWMP in addition to the aforementioned "functionally equivalent" IRWMP;

WHEREAS, Lakeside, TID, Tulare and Farmersville have subsequently joined the Original Parties as members of the Kaweah River Basin regional water management group, and together they constitute a regional water management group as that term is currently defined in California Water Code Section 10539 (collectively "RWM Group" or "Parties" and individually "Party");

WHEREAS, the MOU was amended by a Restated Memorandum of Understanding, dated November 30, 2010; and

WHEREAS, the RWM Group desires to further amend the MOU by this Second Restated MOU in order to establish a governance structure and authority for the RWM Group to take the steps to adopt and possibly modify a final IRWMP, if it so desires,

NOW, THEREFORE, the parties hereto mutually agree to the terms and conditions of this Second Restated MOU, which provides as follows:

Section 1: Definitions

1.1 "KAWEAH RIVER BASIN" shall mean the area covered by the IRWMP, which area is generally comprised of all of the lands on which is situated any of the following: (a) the District; (b) portions of the County in which is located any part of Dry Creek, Yokohl Creek or Cottonwood Creek; and (c) any portion of the Kaweah River System located below Terminus Dam.

1.2 "Lead Party" shall mean the District.

1.3 "KAWEAH RIVER BASIN IRWMP" shall be the name for the IRWMP for the KAWEAH RIVER BASIN.

Section 2: Purposes and Goals

2.1 The parties desire to coordinate their efforts to do the following:

2.1.1 Prepare this Second Restated MOU.

2.1.2 Follow the notice, hearing and other procedures outlined in California Water Code §10543, paragraphs (a) and (b), together with all other applicable law, to determine whether to prepare the KAWEAH RIVER BASIN IRWMP.

2.1.3 To prepare the KAWEAH RIVER BASIN IRWMP and adopt said IRWMP, all in accordance with the provisions of California Water Code §§10540-10543, together with all other applicable law.

Section 3: Cost Sharing

3.1 The Parties agree to retain Dennis R. Keller, Consulting Engineer, to prepare the KAWEAH RIVER BASIN IRWMP at a cost not to exceed \$50,000.

3.2 Each Party has or agrees to contribute \$3,000 towards the aforementioned costs of \$50,000 described above in Section 3.1. The Lead Party shall pay any difference between the amount of \$50,000 and the sum of the aforementioned contributions. Entities other than the Parties may become a party to this Restated MOU by a written amendment to this Second Restated MOU executed by each such entity and all of the existing Parties to this Second Restated MOU. Any new party to this Second Restated MOU shall pay \$3,000 to the Lead Party as such new party's

contribution towards the aforementioned cost to prepare the KAWEAH RIVER BASIN IRWMP.

3.3 Lead Party will be reimbursed for costs incurred by it in furtherance of the objectives of this Second Restated MOU, other than the cost described above in Section 3.1, upon the approval of a majority of the Parties, including the Lead Party. The Lead Party shall issue a call for funds to fund the aforementioned approved reimbursement by a written invoice sent to each Party showing its share of such costs, which share shall be calculated by dividing the total approved reimbursements by the number of Parties to this Second Restated MOU at the time the particular cost is incurred. Each Party will pay its share of the aforementioned costs within thirty (30) days of receiving an invoice for the same from the Lead Party.

Section 4: Authority of Lead Party

4.1 The Lead Party shall be authorized to prepare and publish the notice referred to in California Water Code §10543, paragraph (a). Any Party located wholly outside of the boundaries of the Lead Party shall also publish the aforementioned notice within its own boundaries. If required by law, the Lead Party shall have the authority to hold the public hearing described in California Water Code §10543, paragraph (b).

4.2 After the aforementioned public hearing, the Lead Party shall confirm with each Party whether it is still in favor of proceeding towards the preparation of a KAWEAH RIVER BASIN IRWMP. If all of the Parties are still in agreement with the Parties proceeding to prepare a KAWEAH RIVER BASIN IRWMP, then Lead Party is hereby authorized to retain Dennis R. Keller, Consulting Engineer ("Keller"), on behalf of the Parties, to prepare the KAWEAH RIVER BASIN IRWMP. If either the Lead Party or a majority of the Parties determine that it might be productive to do so, Keller will be instructed to apply for a grant to fund all or part of the cost of preparing the KAWEAH RIVER BASIN IRWMP.

Section 5: Governance

5.1 Once a draft KAWEAH RIVER BASIN IRWMP has been prepared by Keller, the RWM Group shall be led by a governing board ("RWM Group Governing Board") composed of one designated primary representative from each of the Parties. Each Party shall also designate an alternate representative to attend meetings of the RWM Group Governing Board when the designated primary representative is unable to do so and in such situations represent the Party. The Chair of all meetings of the RWM Group Governing Board shall be the designated primary representative of the District, or in the absence from a meeting of such representative, the alternate representative of the District shall Chair the meeting.

5.2 Actions of the RWM Group Governing Board requiring the approval of the RWM Group Governing Board shall only be taken after approval of a majority of the Parties during a duly noticed meeting of the RWM Group Governing Board.

5.3 All meetings of the RWM Group Governing Board may be called by the Chair or any two Parties providing the notice of such meeting as required by law. Meetings shall be held in the Board Room at the office of the District, located at 2975 N. Farmersville Blvd., Farmersville California, unless the RWM Group Governing Board takes action to hold one or more of its meetings at a different location. All meetings of the RWM Group Governing Board shall be in compliance with the requirements of the Ralph M. Brown Act found in California Government Code Sections 54950 *et seq.*

5.4 The RWM Group Governing Board shall have the authority to do the following:

5.4.1 To take the actions described in California Water Code Section 10543(c), including: (a) publishing a notice of intention (or ratifying the publication of such a notice) to adopt an IRWMP in accordance with California Government code Section 6066, (b) holding a public meeting to consider the adoption of the IRWMP; (c) authorizing changes to the draft KAWEAH RIVER BASIN IRWMP; and (d) adopting an IRWMP.

5.4.2 After it adopts the KAWEAH RIVER BASIN IRWMP, to follow the governance structure described in the KAWEAH RIVER BASIN IRWMP, to the extent that such governance structure involves the RWM Group Governing Board.

5.4.3 After a recommendation is made to modify the governance structure described in the adopted KAWEAH RIVER BASIN IRWMP, as a result of a review of such structure using Planning Grant Round 2 funds awarded to the District by the California Department of Water Resources, to consider and vote on any such recommended modification. In other words, regardless of the governance structure set forth in the adopted KAWEAH RIVER BASIN IRWMP, any action on whether to adopt recommended modifications to such governance structure shall be by a majority of the Parties during a duly convened meeting of the RWM Group Governing Board.

Section 6: General Provisions

6.1 Term. This Second Restated MOU shall become effective on the date first above written and shall continue until the final adoption of the KAWEAH RIVER BASIN IRWMP and for the duration of the KAWEAH RIVER BASIN IRWMP. Any Party or all of the Parties may terminate participation in this Second Restated MOU upon 60 days notice to each other; provided, however, any Party so terminating its participation in this Second Restated MOU shall be responsible for its share of the costs incurred by the Parties through the date of said notice.

6.2 Additional Parties. Upon written approval of all of the Parties, one or more other local agency, as defined in California Water Code §10535, may become a Party to this Second Restated MOU.

6.3 Construction of Terms. This Second Restated MOU is for the sole benefit of the Parties and shall not be construed as granting rights to or imposing obligations on any person other than the Parties.

6.4 Good Faith. Each Party shall use its best efforts and work in good faith for the expeditious completion of the purposes and goals of this Second Restated MOU and the satisfactory performance of its terms.

6.5 Rights of the Parties and Constituencies. This Second Restated MOU does not contemplate the Parties taking any action that would:

6.5.1 Adversely affect the rights of any of the Parties.

6.5.2 Adversely affect the constituencies of any of the Parties.

6.6 Execution. This Second Restated MOU may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this Second Restated MOU represent that they have the authority to sign this Second Restated MOU and to bind the Party for whom they are signing it.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Restated MOU to be effective as of the date first above written.

Dated: May 6, 2014

County:

COUNTY OF TULARE

By 

Title: CHAIRMAN, BOARD OF SUPERVISORS

Dated: April 29, 2014

Approved as to form:


TULARE COUNTY Counsel

Matter ID 2014549

Dated: 6/20/14

Exeter:

EXETER IRRIGATION DISTRICT

By Jan White

Title: GENERAL MANAGER

Dated: 6/19/2014

Approved as to form:

Peter Ham
Attorney for EXETER IRRIGATION
DISTRICT

Visalia:

CITY OF VISALIA

Dated: _____

By _____

Title: _____

Approved as to form:

Dated: _____

Attorney for CITY OF VISALIA

Dated: _____

Exeter:

EXETER IRRIGATION DISTRICT

By _____

Title: _____

Approved as to form:

Dated: _____

Attorney for EXETER IRRIGATION
DISTRICT

Visalia:

CITY OF VISALIA

Dated: 5/6/14

By 

Title: City Manager

Approved as to form:

Dated: 5/1/2014



Attorney for CITY OF VISALIA

Lindsay:

CITY OF LINDSAY

Dated: 3/25/2014

By Ramona Villarreal-Padilla

Title: Ramona Villarreal-Padilla, Mayor

Approved as to form:

Dated: 3/28/2014

Juli M. Jew
Attorney for CITY OF LINDSAY

District:

KAWEAH DELTA WATER
CONSERVATION DISTRICT

Dated: _____

By _____

Title: _____

Approved as to form:

Dated: _____

Attorney for KAWEAH DELTA WATER
CONSERVATION DISTRICT

Lindsay:

CITY OF LINDSAY

Dated: _____

By _____

Title: _____

Approved as to form:

Dated: _____

Attorney for CITY OF LINDSAY

District:

KAWEAH DELTA WATER
CONSERVATION DISTRICT

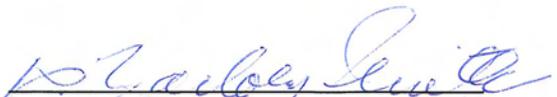
Dated: 3/4/2014

By Don Mills

Title: President

Approved as to form:

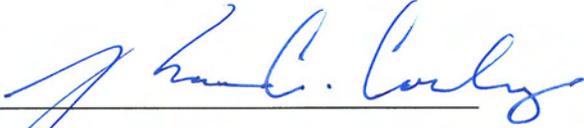
Dated: 3/4/2014


Attorney for KAWEAH DELTA WATER
CONSERVATION DISTRICT

Lakeside:

LAKESIDE IRRIGATION WATER DISTRICT

Dated: 3-5-14

By 

Title: Manager

Approved as to form:

Dated: 3-5-14


Attorney for LAKESIDE IRRIGATION WATER DISTRICT

TID:

TULARE IRRIGATION DISTRICT

Dated: _____

By _____

Title: _____

Approved as to form:

Dated: _____

Attorney for TULARE IRRIGATION DISTRICT

Lakeside:

LAKESIDE IRRIGATION WATER DISTRICT

Dated: _____

By _____

Title: _____

Approved as to form:

Dated: _____

Attorney for LAKESIDE IRRIGATION WATER DISTRICT

TID:

TULARE IRRIGATION DISTRICT

Dated: 4/8/2014

By David G. Berlin

Title: President

Approved as to form:

Dated: 4/14/2014

[Signature]
Attorney for TULARE IRRIGATION DISTRICT

Tulare:

CITY OF TULARE

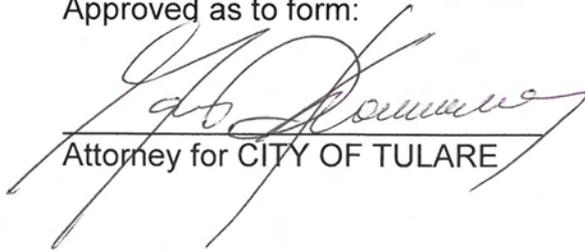
Dated: 3-18-14

By Don Douma

Title: City Manager

Approved as to form:

Dated: 03-18-14


Attorney for CITY OF TULARE

Farmersville:

CITY OF FARMERSVILLE

Dated: _____

By _____

Title: _____

Approved as to form:

Dated: _____

Attorney for CITY OF FARMERSVILLE

Tulare:

CITY OF TULARE

Dated: _____

By _____

Title: _____

Approved as to form:

Dated: _____

Attorney for CITY OF TULARE

Farmersville:

CITY OF FARMERSVILLE

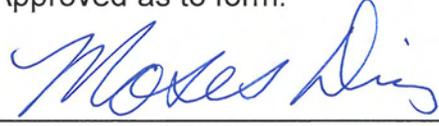
Dated: 5-21-14

By  _____

Title: MAYOR

Approved as to form:

Dated: 5/14/2014



Attorney for CITY OF FARMERSVILLE