Attachment 1: Authorization and Eligibility Requirements (2 of 9)

Eligible Applicant Documentation

Is the applicant a non-profit organization as defined in Appendix B of the 2014 IRWM Drought Guidelines?

Yes. The RWMF was established in 2007 to provide an organizational structure to support the implementation of the Integrated Regional Water Management (IRWM) Plan. The RWMF is a subsidiary of the Community Foundation of Santa Cruz County. The RWMF is a separate 501(c)(3) tax-exempt nonprofit public benefit organization. It has its own Board of Directors and staff, with an office located at the Community Foundation. The primary objectives of the RWMF are to: (1) protect communities in Santa Cruz County from water shortages and floods; (2) protect and improve water quality and the natural environment in Santa Cruz County; and (3) improve water supply reliability in Santa Cruz County.

Does the applicant have legal authority to enter into a grant agreement with the State of California?

Yes. For the purposes of its mission, the RWMF is empowered to exercise all rights and powers conferred by the State of California upon nonprofit corporations, including to receive grants. (Articles of Incorporation, section IV.)

The RWMF was the grantee on a Proposition 50 Round 1 IRWM Implementation grant awarded to the Santa Cruz region in 2007 and a Proposition 84 IRWM Planning Grant in 2011.

Describe any legal agreements among partner agencies and/or organizations that ensure performance of the Proposal and tracking of funds.

A Memorandum of Agreement was established and signed by the partner agencies in 2006. The Memorandum was revised, renewed and signed again in 2010. It describes roles and responsibilities and the mutual understanding of the signatory agencies that comprise the IRWM Regional Water Management Group, also referred to as the partner agencies. As done with the previously awarded IRWM Implementation grant and IRWM Planning Grant, the RWMF will enter into individual agreements with each project proponent upon award of DWR funds. The sub-agreement will incorporate the terms and conditions of the DWR agreement and detail the roles, responsibilities, and mutual understandings to ensure the performance of their proposed projects and the tracking of funds.

The RWMF provides management and administration for IRWM projects. The RWMF provides a central hub and technical expertise for consolidation of items for review, reporting, invoicing and tracking of funds, and inter-agency coordination, as well as an interface between implementation partners and funders.

Include a copy of the certificate of incorporation for the organization. Certificate and Articles of Incorporation (combined in one document) are included.

3013496

State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

AUG 2 5 2007

Debra Bowen

DEBRA BOWEN
Secretary of State

3013496

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

AUG 21 2007

ARTICLES OF INCORPORATION

OF

REGIONAL WATER MANAGEMENT FOUNDATION,
a subsidiary of the Community Foundation of Santa Cruz County

A California Nonprofit Public Benefit Corporation

I.

The name of this Corporation is REGIONAL WATER MANAGEMENT FOUNDATION, a subsidiary of the Community Foundation of Santa Cruz County (hereinafter the "Corporation").

II.

The principal office of the Corporation shall be located in the County of Santa Cruz.

III.

This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable purposes.

IV.

The Corporation is organized and shall be operated exclusively for charitable purposes by conducting or supporting activities for the benefit, or to carry out the purposes, of the Community Foundation of Santa Cruz County (the "Community Foundation"), a California nonprofit public benefit corporation. If the Community Foundation ceases to be described in Section 501(c)(3) and Section 509(a)(1) or (a)(2) of the Internal Revenue Code, the Corporation shall be operated exclusively for the benefit, or to carry out the purposes, of one or more organizations described in Internal Revenue Code Section 501(c)(3) and Section 509(a)(1) or (a)(2) as shall be selected by the Board of Directors of the Corporation.

Solely for the above purposes, the Corporation is empowered to exercise all rights and powers conferred by the laws of the State of California upon nonprofit corporations, including, without limitation thereon, to receive grants, gifts, devises, bequests and contributions

in any form, and to use, apply, invest and reinvest the principal and/or income therefrom or distribute the same to qualified governmental or charitable organizations for the above purposes.

V.

Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation to which contributions are deductible under Section 170(c)(2) of the Internal Revenue Code.

VI.

It is intended that this Corporation shall have the status of a corporation which is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Internal Revenue Code, and which is other than a private foundation by reason of being described in Section 509(a)(3) of the Internal Revenue Code. These Articles shall be construed accordingly, and all powers and activities of the Corporation shall be limited accordingly.

VII.

No substantial part of the activities of this Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of or in opposition to any candidate for public office.

VIII.

The Corporation shall not have any members as defined in Section 5056 of the California Corporations Code. References to "members" are to the Board of Directors as provided in Section 5310 of the California Corporations Code. Each director shall be entitled to one vote. The Board of Directors of the Corporation shall be divided into two (2) classes: the Community Foundation Class and the Public Agency Class. The method for electing each class of directors shall be set forth in the Bylaws of the Corporation.

IX.

Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed exclusively for charitable purposes to the Community Foundation if it is then an organization described in Internal Revenue Code Sections 501(c)(3) and 509(a)(1) or (a)(2). If the Community Foundation is not then an organization described in Internal Revenue Code Sections 501(c)(3) and 509(a)(1) or (a)(2), the assets of the Corporation shall be distributed to one or more organizations which are then described in Internal Revenue Code Sections 501(c)(3) and 509(a)(1) or (a)(2) and whose charitable purposes are substantially similar to those of the Corporation, as determined by the Board of Directors of the Corporation. Any of such assets not so distributed shall be distributed by the Superior Court in the county in which the principal office of the Corporation is located, exclusively for the aforesaid purposes of the Corporation to such organization(s) as are described in Internal Revenue Code Sections 501(c)(3) and 509(a)(1) or (a)(2) as said Court shall determine.

X.

The name and address in the State of California of the Corporation's initial agent for service of process are:

Jill S. Dodd, Esq.
c/o Steefel, Levitt & Weiss
One Embarcadero Center, 30th Floor
San Francisco, CA 94111

XI.

All references in these Articles to sections of the Internal Revenue Code shall be deemed to be references to the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any similar law subsequently enacted. All references in these Articles to sections of the California Revenue and Taxation Code shall be deemed to be references to said Code and to the corresponding provisions of any similar law subsequently enacted.

Dated: 8/15, 2007.

Lance Linares, Incorporator

MEMORANDUM of AGREEMENT FOR THE SANTA CRUZ INTEGRATED REGIONAL WATER MANAGEMENT PLAN

1. PURPOSE

The purpose of this interagency cooperative memorandum of agreement (MOA) is to reaffirm the mutual agreements of the participating organizations with respect to their joint efforts in developing, implementing, and updating an Integrated Regional Water Management Plan (IRWMP) that will increase coordination, collaboration and communication in addressing the region's water resources issues. The signatories hereby join together for a common and specific purpose to develop and implement the Santa Cruz IRWMP. This MOA updates and continues the efforts initiated under the previous MOA for implementation of the Northern Santa Cruz County IRWMP, dated June 1, 2006.

2. GOALS

The goals of the Santa Cruz IRWMP are to:

2.1 Develop and maintain an adequate, reliable, secure, and sustainable water supply that promotes regional water self-sufficiency and maintains ecosystem values.

2.2 Protect and improve surface and groundwater quality.

2.3 Practice resource stewardship to protect, enhance, and maintain watersheds, environmental resources, biodiversity and ecosystem services.

2.4 Promote flood and stormwater management to protect public health and safety, property, water quality, and hydrologic function.

2.5 Identify and implement integrated water management strategies adaptable to a changing climate. Promote water and water-related energy conservation and efficiency strategies.

2.6 Promote coordinated and collaborative planning and management of water and water-related resources. Provide a framework for identifying and implementing equitable policies and projects to achieve the region's near-term priorities and long-term sustainability.

3. DEFINITIONS

3.1. **Integrated Regional Water Management Plan (IRWMP)**. The California Water Code defines IRWMP as "a comprehensive plan for a defined geographic area, the specific development, content, and adoption of which shall satisfy requirements developed pursuant to this part. At a minimum, an Integrated Regional Water Management Plan describes the major water-related objectives and conflicts within a region, considers a broad variety of resource management strategies, identifies the appropriate mix of water demand and supply management alternatives, water quality protection, and environmental

stewardship actions to provide long-term, reliable, and high-quality water supply and protect the environment, and identifies disadvantaged communities in the region and takes the water-related needs of those communities into consideration." (CWC §10530 *et seq.*)

3.2. **Santa Cruz Region** also known as the IRWM Region. Regions are self-forming and organizing. Regions are to be geographically contiguous and determined with regard to shared water management issues, stakeholders, and water-related conflicts. In March 2009, the California Department of Water Resources' (DWR) established a Region Acceptance Process to evaluate and approve an IRWM region. Approval of an IRWM region by DWR is required before a region can submit an application for IRWM grant funds. In September 2009, DWR formally approved the Santa Cruz IRWM region. The Santa Cruz region encompasses all of the watersheds of Santa Cruz County, excluding the Pajaro watershed, but including the Watsonville Sloughs watershed. The Pajaro watershed is within the adjacent Pajaro IRWM region.

3.3. **Regional Water Management Group (RWMG).** State guidelines define the RWMG as a group of three or more agencies, at least two of which have a statutory authority over water supply or water management, as well as those persons who may be necessary for the development and implementation of an IRWM Plan, pursuant to the requirements in CWC §10540 and §10541. The RWMG for the Santa Cruz Region consists of the Partner Agencies.

3.4 **Participants.** The Santa Cruz IRWM region categorizes participants as follows:

> ***Partner Agency***. Public agencies with elected or publicly appointed governing boards that receive taxpayer support either through taxes, user charges, or fees; and have the authority, obligation, and responsibility to carry out water resources management on a long-term basis.
>
> ***Implementation Affiliate.*** Agencies and organizations that play an active role in the IRWMP development or that have a direct role in IRWM project implementation.
>
> ***Stakeholder.*** Entities that do not necessarily have a direct role in IRWM project implementation but facilitate those efforts or have an interest in the IRWMP.

3.5 **Partner Agency Steering Committee** also known as Steering Committee. The Santa Cruz IRWM region utilizes a Steering Committee comprised of three regional water managers to oversee planning and implementation efforts, outreach, and pursuing funding opportunities. The Steering Committee is appointed by the larger representative group of Partner Agencies and currently consists of the County of Santa Cruz Water Resources Division Director, the Executive Director of the Resource Conservation District of Santa Cruz County, and the General Manager of Soquel Creek Water District. These individuals shall continue to serve as the Steering Committee unless a majority vote of the Partner Agencies (based on one vote per agency) replaces all or some of the Steering Committee members or a replacement is necessary due to an individual's resignation. The Steering Committee meets on a regular basis to discuss IRWMP administration and coordinate efforts as needed. The Steering Committee shall provide information and consult with the

other Partner Agencies as needed. All Steering Committee decisions with material financial implications shall be ratified by the Partner Agencies.

3.6. **Regional Water Management Foundation (RWMF).** The RWMF was established in 2007 to provide an organizational structure to support the implementation of the Santa Cruz IRWMP. The RWMF is a subsidiary of the Community Foundation Santa Cruz County (CFSCC). The RWMF is a separate 501(c)(3) tax-exempt nonprofit organization. It has its own Board of Directors and staff, with an office located at the CFSCC. The seven member Board, includes four directors appointed by the Community Foundation and three Public Agency directors; currently, the Public Agency director seats are filled by the Steering Committee members. The primary objectives of the RWMF are to (1) protect communities in Santa Cruz County from water shortages and floods; (2) protect and improve water quality and the natural environment in Santa Cruz County; and, (3) improve water supply reliability in Santa Cruz County. The RWMF is the grantee of a Proposition 50 Round 1 IRWM Implementation grant, awarded to the Santa Cruz IRWM region in 2007. The RWMF provides management and administration for implementation of this grant. The RWMF provides a central hub and technical expertise for consolidation of items for review, reporting, invoicing, and inter-agency coordination, as well as an interface between the implementation partners and the State Water Resources Control Board. The RWMF has also served as the applicant on behalf of partner agencies for several other grant applications and may provide supporting role for IRWMP implementation, not limited to but including serving as grant applicant.

3.7 **IRWM Projects.** The California Water Code (§10537) establishes that IRWM projects and programs are those that accomplish any of the following objectives;

a) Reduce water demand through agricultural and urban water use efficiency.

b) Increase water supplies for any beneficial use through the use of any of the following, or other, means:

1. Groundwater storage and conjunctive water management
2. Desalination
3. Precipitation enhancement
4. Water recycling
5. Regional and local surface storage
6. Water-use efficiency
7. Stormwater management

c) Improve operational efficiency and water supply reliability, including conveyance facilities, system reoperation, and water transfers.

d) Improve water quality, including drinking water treatment and distribution, groundwater and aquifer remediation, matching water quality to water use, wastewater treatment, water pollution prevention, and management of urban and agricultural runoff.

e) Improve resource stewardship, including agricultural lands stewardship, ecosystem restoration, flood plain management, recharge area protection, urban land use management, groundwater management, water-dependent recreation, fishery restoration, including fish passage improvement, and watershed management.

f) Improve flood management through structural and non-structural means, or by any other means.

Additionally, to be included in the Santa Cruz IRWMP, a project must meet the following five criteria:

1. The project is sponsored by a public agency that has water resources management as a key mission (a Partner Agency);
2. The project has a reasonable method identified for evaluating project effectiveness;
3. The project is technically feasible and viable;
4. The project is consistent with applicable existing laws and land-use regulations; and,
5. The project proponent and/or sponsor is able to meet any required funding match commitment.

4. SUMMARY OF SANTA CRUZ IRWM EFFORTS TO DATE

- In 2005, a Preliminary IRWMP was developed and a Proposition 50 IRWM grant proposal submitted to the Department of Water Resources and the State Water Resources Control Board, with the Community Foundation of Santa Cruz County (CFSCC) serving as applicant at the behest of the Partner Agencies.

- On June 1, 2006, the Partner Agencies entered into a Memorandum of Agreement (MOA) to establish an institutional framework to implement the IRWMP under the context of a single, regional grant agreement. The MOA describes the Partner Agencies' and CFSCC's responsibilities to fulfill the terms of the Prop 50 IRWM Implementation grant agreement. The term of the MOA expires December 31, 2010. Signatories to the 2006 MOA include:
    - Soquel Creek Water District
    - Scotts Valley Water District
    - County of Santa Cruz
    - Resource Conservation District of Santa Cruz County
    - Santa Cruz County Sanitation District
    - Davenport County Sanitation District
    - City of Santa Cruz
    - City of Watsonville
    - Watsonville Wetlands Watch
    - Community Foundation of Santa Cruz County

- In 2007, the SWRCB awarded a $12.5 million grant to the CFSCC to fund the implementation of high priority IRMW projects in the region. In 2007, the CFSCC created a subsidiary organization, the RWMF, to support the IRWMP efforts and the Prop 50 administrative duties.

- In March 2008, the RWMF and the SWRCB executed the Prop 50 grant which established the term of the Grant Agreement effective as of July 1, 2007 with all work to be completed by March 31, 2011 and all funds requested prior to May 1, 2011. The RWMF entered into agreements with sub-grantee partner agencies for their respective components of the grant. It is anticipated that the grant agreement will be amended to extend the completion date by at minimum one year to accommodate current project completion dates.

- In June 2010, as part of the Santa Cruz IRWM Plan Update efforts the Region conducted an open solicitation for partners, affiliates, and stakeholders to submit planning and implementation projects for inclusion in the IRWMP.

5. PROPOSITION 50 IRWM IMPLEMENTATION GRANT

The June 2006 MOA and the March 2008 Prop 50 Partner Agency (sub-grantee) agreements define the responsibilities to fulfill the terms of the Prop 50 IRWM Grant agreement:

5.1 Under the terms of this MOA, the RWMF will continue to act as the grantee for the Prop 50 IRWM Implementation Grant and, in this capacity, continue to receive monies from the state, disburse funds to the participating Partner Agencies, and track local match contributions, in accordance with the terms of the SWRCB Grant Agreement and other agreements and procedures developed between the Partner Agencies and RWMF. The RWMF is authorized to enter into amendments of the grant agreement with the SWRCB, for the benefit of the partner agencies. The Partner Agencies will continue to complete approved projects on a reimbursable basis. The RWMF will submit monthly invoices to the state for reimbursement and, upon payment, will grant the funds back to the Partner Agencies.

5.2 The RWMF will continue, as grantee, to manage the integration and coordination of the Prop 50 Implementation Grant and provide day to day contract administration. The RWMF will act as the central "hub" for the grant, ensuring that all grant requirements are met, including reporting.

5.3 Partner Agencies will continue to use a designated project manager/point of contact for each project receiving funding from the grant. Project managers are responsible for executing the projects according to the schedule, budget and conditions identified in the grant agreement and coordinating with the RWMF IRWM Project Manager as needed.

5.4 Partner Agencies will provide project updates and invoices to the RWMF and the IRWMP Project Manager in a timely manner. At a minimum, it is anticipated that there

will be monthly progress reports and monthly invoices to the State for reimbursement for the life of the grant, which is currently anticipated to be from March 1, 2008 through May 1, 2012. Deliverables and measurements of success will be tracked via Project Assessment and Evaluation Plans for each individual project. Partner Agencies agree to keep records according to the terms of the grant agreement, and each agency's Project Manager will be responsible for timely submittal of all reporting requirements.

5.5 The signatories to this MOA recognize that the projects funded by the IRWMP grant are integrated and inter-related; therefore, the success of the whole rests on the successful implementation of each individual project.

6. FUTURE IRWM COLLABORATION AND NEW PARTNERSHIPS

As the IRWMP is expanded, and future collaborations develop, new agencies may join this partnership. The Steering Committee will serve a lead role in identifying and cultivating new partnerships. The Partner Agencies are committed to:

6.1 Establish and foster relationships with regional, state, and local governments, individuals, and other interested organizations to develop and implement management practices to preserve and protect Santa Cruz County water resources.

a. Undertake cooperative research and resource management initiatives that are regional in scope and disseminate information resulting from these activities.

b. Produce and share relevant informational materials among the Partner Agencies.

c. Recommend to the respective governing boards actions necessary to successfully develop and implement the IRWMP.

6.2 All parties to this agreement wish to join in a common effort to develop and implement an IRWMP which shall include, but not be limited to establishing water quality, water supply, watershed stewardship, and stormwater and flood management objectives for the Santa Cruz IRWM Region.

6.3 As with IRWM efforts to date, the Partner Agencies will contribute the personnel and financial resources necessary to develop and implement the IRWMP proportional to their potential benefit.

6.4 As new partners elect to participate, they shall approve and execute this Memorandum of Agreement which establishes the understanding among participating agencies with regard to the purposes, development, and implementation of the Santa Cruz IRWMP.

6.5 In the event of future IRWM-related grant awards, sub-grantee agreements are anticipated to be developed that establish the specific roles and responsibilities of the grantee and sub-grantee based upon the terms and conditions of the grant award.

7. IRWMP AMENDMENTS, IRWMP FORMAL UPDATES, AND IRWMP PROJECT LIST UPDATES

The Santa Cruz IRWMP is intended to be a dynamic document that changes over time in response to changing conditions and priorities in order to remain current in identifying strategies to address the region's water resource needs. The updates also serve to keep the document up to date with the State's IRWM Plan Standards. These updates include interim updates for minor changes, formal updates for significant modifications, and updates to the IRWMP Project List.

7.1 **Interim Amendments**. Interim or minor amendments to the IRWMP may include informal changes that reflect minor process or organizational changes that occur relatively frequently and do not necessitate a decision by the governing bodies of the Partner Agencies. The IRWM Steering Committee will provide guidance and coordination of amendments. A Partner Agency may present an amendment for consideration to the Steering Committee. The Partner Agencies will be informed of and provided opportunity for input on proposed interim amendments. The Steering Committee will ratify amendments by consensus. Interim amendments will be incorporated into the IRWMP during the next formal update.

7.2 **Formal updates**. Formal updates will reflect any significant changes to IRWMP including processes, organizational structure and governance, water management conditions, or goals and objectives. An IRWMP update is a time and resource intensive undertaking. DWR encourages IRWM regions to formally review, revise, and adopt the IRWMP no less frequently than every five years. The Santa Cruz IRWM region will strive to adhere to this recommended update frequency. The IRWM Steering Committee will provide a leadership role in guiding and coordinating the formal IRWMP updates to ensure an inclusive and transparent decision-making process. Formal updates will include outreach efforts to partners, affiliates, and stakeholders, including disadvantaged communities, to ensure that interested entities have the opportunity to comment and participate in the IRWMP development and implementation. Following completion of the IRWMP update, it is expected that it will be approved and adopted by all participating partner agencies in accordance with section 8.4 of this MOA.

7.3 **Project list updates.** The IRWMP includes a list of projects submitted by proponents, such as partner agencies or stakeholder organizations, which were evaluated and included based upon each project's anticipated contribution towards meeting the goals and objectives of the IRWMP. To ensure that the IRWMP is not a static document, but rather continues to be useful and reflects current priorities, the list of projects will be periodically updated as projects are completed and as new priorities arise. The Steering Committee is tasked with coordinating updates. The Steering Committee will conduct a review of the Project List no less frequently than every five years, and as needed, initiate and coordinate a publicly announced solicitation for projects. Projects may also be submitted for addition to the list during interim periods. Projects submitted will be vetted for eligibility by the Steering Committee; eligible projects will be added to the list of IRWMP Projects and incorporated into future IRWMP updates.

8. MUTUAL UNDERSTANDINGS

8.1 **Purpose of the MOA.** This MOA pertains to the joint efforts of the participating agencies in developing, implementing, and updating an IRWMP that will increase coordination, collaboration and communication in addressing the region's water resources issues. This MOA updates and continues the efforts initiated under the previous MOA for implementation of the Northern Santa Cruz County IRWMP, dated June 1, 2006.

8.2 **Subject matter scope of the IRWMP.** The IRWMP will include, but may not necessarily be limited to, water supply, water quality, wastewater, recycled water, water conservation, stormwater and flood management, watershed planning and habitat protection and restoration.

8.3 **Decision-making.** Consensus will be sought in decision making. The Steering Committee will provide a lead role in the decision making process and coordinating input from the participating agencies. As needed, the Steering Committee will ratify decisions by majority vote. Amendments resulting in material financial implications shall also be ratified by a majority of the Partner Agencies. Votes shall be recorded as one vote per partner agency.

8.4 **Approval of the IRWMP.** IRWMP approval and adoption will occur by the Partner Agencies by resolution adopted by each corresponding governing body.

8.5 **Non-binding nature.** This MOA and participation in this IRWMP effort are nonbinding, and in no way suggest that an agency may not continue its own planning and undertake efforts to secure project funding from any source. An agency may terminate their participation in the IRWMP effort by providing 60 calendar days written notice to all signatory parties.

8.6 **Personnel and financial resources.** It is expected that agencies and organizations will contribute the personnel and financial resources necessary to develop and implement the IRWMP.

8.7 **Reports and communications.** The Steering Committee will regularly report on IRWMP progress to the participating agencies and stakeholders. The Steering Committee serves the lead role in communicating to Partner Agencies. The SantaCruzIRWMP.org website will be used for disseminating news, reports and updates to the participating agencies and the public.

8.8 **Future awards.** In the event of future grant awards, it is expected that agreement(s) will be entered into by the applicable participating agencies that establish the terms and conditions applicable to the specific grant award.

8.9 **Term.** This MOA shall commence as of January 1, 2011 and shall continue until terminated by action of the Parties. This agreement shall be evaluated and reviewed no later than five years after its implementation, at which time, recommendations for improvements and modifications shall be considered by all parties. Any amendment or modification to this agreement shall be in writing, agreed upon by all signatories, executed by the duly authorized representatives of the parties hereto, and incorporated into this agreement by reference.

9. SIGNATORIES TO THE MEMORANDUM OF AGREEMENT

We, the undersigned representatives of our respective agencies, acknowledge the above as our understanding of how the Santa Cruz Integrated Regional Water Management Plan will be developed and implemented.

Each party has full power and authority to enter into and perform this MOA and the person signing this MOA on behalf of each party is authorized and empowered to enter into this MOA. Each party further acknowledges that it has read this MOA, understands it and agrees to it.

Soquel Creek Water District

Scotts Valley Water District

City of Santa Cruz

Resource Conservation District of Santa Cruz County

County of Santa Cruz

Santa Cruz County Sanitation District

Davenport County Sanitation District

City of Watsonville

Central Water District

Regional Water Management Foundation

Approved as to Form:
County Counsel