

4 ATTACHMENT 2 - ELIGIBLE APPLICANT DOCUMENTATION

Eligible applicants are local agencies or non-profit organizations. 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 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.*
- *For an interregional proposal, please include a short statement regarding the determination of the applicant as the submitting entity for multiple IRWM regions.*

Kaweah Delta Water Conservation District is a local agency as defined in Appendix B of the 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 RWMG entity that will participate in the IRWM Plan Update will enter into and execute a memorandum of understanding with Kaweah Delta WCD that will include commitments on the following topics:

- The RWMG entity 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 RWMG entity has sufficient available funds to proceed with the effort 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 RWMG entity 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 RWMG entity 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.

The current MOU between Kaweah Delta WCD and RWMG entities can be found in the application as **IRWM Planning Grant Proposal – Attachment 2**.

This planning grant proposal is for the Kaweah River Basin IRWM Region alone and is not an interregional proposal.

[ORIGINAL]
COPY

RESTATED
MEMORANDUM OF UNDERSTANDING

THIS RESTATED MEMORANDUM OF UNDERSTANDING ("Restated MOU"), effective this 30th day of November, 2010, 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") and the CITY OF TULARE ("Tulare"), 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; there have been amendments to the IRWMP Act, including an amendment that eliminates the time period during which a plan must be developed by a regional water management group, which amendments have created a reason to amend the MOU;

WHEREAS, Lakeside, TID and Tulare desire to join the Original Parties as members of the Kaweah River Basin regional water management group (collectively "Parties" and individually "Party");

WHEREAS, the Parties desire to have an agreement restating the MOU in order to include Lakeside, TID and Tulare as Parties and also to include other appropriate changes to the MOU resulting from amendments to the IRWMP Act; and

TULARE COUNTY AGREEMENT NO. 24790

WHEREAS, the parties desire to set forth their restatement of the MOU in writing,

NOW, THEREFORE, the parties hereto mutually agree to the terms and conditions of this 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 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 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 Restated MOU executed by each such entity and all of the existing Parties to this Restated MOU. Any new party to this 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 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 the 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. Regardless, 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: General Provisions

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

5.2 Additional Parties. Upon written approval of all of the Parties, other local public agencies, as defined in California Water Code §10535, may become parties to this Restated MOU.

5.3 Construction of Terms. This 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.

5.4 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 Restated MOU and the satisfactory performance of its terms.

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

5.5.1 Adversely affect the rights of any of the Parties; or

5.5.2 Adversely affect the constituencies of any of the Parties.

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

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

County:

COUNTY OF TULARE

Dated: 11/30/10

By *J. Steve Partille*
Title: CHAIRMAN, BOARD OF SUPERVISORS

Approved as to form:

Dated: 11/23/2010

Steve Jones 20101737
TULARE COUNTY Counsel

Dated: 11-22-10

Exeter:

EXETER IRRIGATION DISTRICT

By Stanley Root

Title: President

Dated: 15 Nov. 2020

Approved as to form:


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:

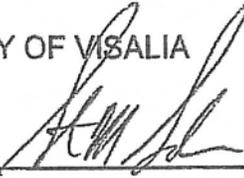
Dated: _____

Attorney for EXETER IRRIGATION DISTRICT

Visalia:

CITY OF VISALIA

Dated: 11/23/2010

By 

Title: City Manager

Approved as to form:

Dated: 11/22/2010


Attorney for CITY OF VISALIA

Lindsay:

CITY OF LINDSAY

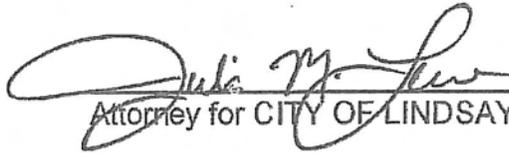
Dated: 11/15/2010

By Ed Murray

Title: MAYOR

Approved as to form:

Dated: 12/06/2010


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: 10-7-2010

By Don Mills

Title: President

Approved as to form:

Dated: 10/13/2010

Ryckard Suedt
Attorney for KAWEAH DELTA WATER
CONSERVATION DISTRICT

Lakeside:

LAKESIDE IRRIGATION WATER DISTRICT

Dated: 10-7-2010

By Don Milk

Title: President

Approved as to form:

Dated: 11-1-2010


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: _____

By J. Paul Hendrix
Title: General Manager

Approved as to form:

Dated: 10/21/10

[Signature]
Attorney for TULARE IRRIGATION DISTRICT

City:

CITY OF TULARE

By

Title:

Dated: 10-07-10

Approved as to form:

Dated: 10/7/10

Attorney for CITY OF TULARE