Appendix A: MOU

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into on this 9th day of January by and between the Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, Antelope Valley State Water Contractors Association, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, Rosamond Community Services District, and Los Angeles County Waterworks District No. 40, Antelope Valley, hereinafter referred to as "DISTRICT," and in the aggregate hereinafter referred to as "parties":

WITNESSETH

WHEREAS, the parties are designated as a "Regional Water Management Group" under the California Water Code Division 6, Part 2.2, known as the *Integrated Regional Water Management Planning Act of 2002*, hereinafter referred to as "ACT"; and

WHEREAS, Section 10531 of the ACT includes the following declarations:

(a) Water is a valuable natural resource in California and should be managed to ensure the availability of sufficient supplies to meet the State's agricultural, domestic, industrial, and environmental needs. It is the intent of the Legislature to encourage local agencies to work cooperatively to manage their available local and imported water supplies to improve the quality, quantity, and reliability of those supplies.

(b) Improved coordination among local agencies with responsibilities for managing water supplies and additional study of groundwater resources are necessary to maximize the quality and quantity of water available to meet the State's agricultural, domestic, industrial, and environmental needs.

(c) The implementation of the Integrated Regional Water Management Planning Act of 2002 will facilitate the development of integrated regional water management plans, thereby maximizing the quality and quantity of water available to meet the State's water needs by providing a framework for local agencies to integrate programs and projects that protect and enhance regional water supplies.

WHEREAS, Section 10537 of the ACT states that "Regional Water Management Group" means a group in which three or more local public agencies, at least two of which have statutory authority over water supply, participate by means of a joint powers agreement, memorandum of understanding, or other written agreement, as appropriate, that is approved by the governing bodies of those local public agencies; and

WHEREAS, under the ACT, the parties propose to collaboratively prepare an Integrated Regional Water Management Plan for the Antelope Valley, hereinafter referred to as "PLAN," as set forth in this MOU; and

WHEREAS, the study area for the PLAN includes all, or a portion of, the service areas of the Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, Antelope Valley State Water Contractors Association, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, Rosamond Community Services District, and DISTRICT within the Antelope Valley; and

WHEREAS, the DISTRICT is willing to administer a contract ("CONTRACT") to engage a third-party consultant ("CONSULTANT") to prepare the PLAN, including preparation of a request for proposals, evaluation of CONSULTANT proposals, award of the CONTRACT, and general oversight of the CONTRACT; and

WHEREAS, the Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, Antelope Valley State Water Contractors Association, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District are willing to provide the CONSULTANT with the necessary data to prepare the PLAN and to review and comment on the draft versions of the PLAN; and

WHEREAS, the "CONSULTANT COSTS" for preparation of the PLAN consist of all amounts paid to the CONSULTANT upon completion of the PLAN; and

WHEREAS, the CONSULTANT COSTS are currently estimated to amount to $325,000 with DISTRICT'S share being $60,000, Antelope Valley-East Kern Water Agency's share being $50,000, Palmdale Water District's share being $60,000, Quartz Hill Water District's share being $5,000, Littlerock Creek Irrigation District's share being $5,000, City of Palmdale's share being $50,000, City of Lancaster's share being $45,000, County Sanitation District No. 14 of Los Angeles County's share being $22,500, County Sanitation District No. 20 of Los Angeles County's share being $22,500, and Rosamond Community Services District's share being $5,000, and

WHEREAS, the FINAL PLAN is defined to be the version of the PLAN that is deemed ready for adoption by ~~50 percent or more~~ 100 percent* of the representatives from the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, Antelope Valley State Water Contractors Association, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District, where each agency has one representative.

*Exception taken per AVEK Board action on January 09, 2007.

WHEREAS, the ADOPTED PLAN is defined to be the version of the PLAN that is adopted by the governing bodies of at least three or more member agencies to the Regional Water Management Group, two of which have statutory authority over water supply, as evidenced by resolutions substantially similar to the sample included as Exhibit A.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties and of the promises herein contained, it is hereby agreed as follows:

(1) ANTELOPE VALLEY-EAST KERN WATER AGENCY AGREES:

a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.

b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or Antelope Valley-East Kern Water Agency's comments may not be incorporated in the FINAL PLAN.

c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.

d. To provide a contribution in the amount of $50,000 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.

e. To deposit the contribution in the amount of $50,000 with the DISTRICT within thirty (30) calendar days of execution of this MOU.

f. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(2) PALMDALE WATER DISTRICT AGREES:

a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.

b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or Palmdale Water District's comments may not be incorporated in the FINAL PLAN.

c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.

d. To provide a contribution in the amount of $60,000 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.

e. To deposit the contribution in the amount of $60,000 with the DISTRICT within thirty (30) calendar days of execution of this MOU.

f. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(3) QUARTZ HILL WATER DISTRICT AGREES:

a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.

b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or Quartz Hill Water District's comments may not be incorporated in the FINAL PLAN.

c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.

d. To provide a contribution in the amount of $5,000 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.

e. To deposit the contribution in the amount of $5,000 with the DISTRICT within thirty (30) calendar days of execution of this MOU.

f. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(4) LITTLEROCK CREEK IRRIGATION DISTRICT AGREES:

a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.

b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or Littlerock Creek Irrigation District's comments may not be incorporated in the FINAL PLAN.

c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.

d. To provide a contribution in the amount of $5,000 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.

e. To deposit the contribution in the amount of $5,000 with the DISTRICT within thirty (30) calendar days of execution of this MOU.

f. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(5) ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION AGREES:

a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.

b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or Antelope Valley State Water Contractors Association's comments may not be incorporated in the FINAL PLAN.

c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.

d. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(6) CITY OF PALMDALE AGREES:

a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.

b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or City of Palmdale's comments may not be incorporated in the FINAL PLAN.

c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.

d. To provide a contribution in the amount of $50,000 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, Cit of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.

e. To deposit the contribution in the amount of $50,000 with the DISTRICT within thirty (30) calendar days of execution of this MOU.

f. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(7) CITY OF LANCASTER AGREES:

a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.

b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or City of Lancaster's comments may not be incorporated in the FINAL PLAN.

c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.

d. To provide a contribution in the amount of $45,000 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.

e. To deposit the contribution in the amount of $45,000 with the DISTRICT within thirty (30) calendar days of execution of this MOU.

f. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(8) COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY AGREES:

a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.

b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or County Sanitation District No. 14 of Los Angeles County's comments may not be incorporated in the FINAL PLAN.

c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.

d. To provide a contribution in the amount of $22,500 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.

e. To deposit the contribution in the amount of $22,500 with the DISTRICT within thirty (30) calendar days of execution of this MOU.

f. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(9) COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY AGREES:

a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.

b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or County Sanitation District

No. 20 of Los Angeles County's comments may not be incorporated in the FINAL PLAN.

c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.

d. To provide a contribution in the amount of $22,500 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.

e. To deposit the contribution in the amount of $22,500 with the DISTRICT within thirty (30) calendar days of execution of this MOU.

f. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(10) ROSAMOND COMMUNITY SERVICES DISTRICT AGREES:

a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.

b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or Rosamond Community Services District's comments may not be incorporated in the FINAL PLAN.

c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.

d. To provide a contribution in the amount of $5,000 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.

e. To deposit the contribution in the amount of $5,000 with the DISTRICT within thirty (30) calendar days of execution of this MOU.

f. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(11) DISTRICT AGREES:

a. To administer a CONSULTANT CONTRACT for the PLAN, including preparation of a request for proposals, evaluation of CONSULTANT proposals, award of a CONSULTANT CONTRACT, and oversight of the CONSULTANT services.

b. To facilitate stakeholder meetings.

c. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.

d. To provide each agency with copies of the draft and final versions of technical reports and the draft PLAN within seven (7) calendar days from the date of receipt of said documents from the CONSULTANT, and to transmit comments to the CONSULTANT within seven (7) calendar days from the date of receipt of said documents from each agency.

e. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or DISTRICT's comments may not be incorporated in the PLAN.

f. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.

g. To provide a contribution in the amount of $60,000 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.

h. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(12) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

a. If the governing body of the Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, Antelope Valley State Water Contractors Association, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, Rosamond Community Services District or DISTRICT does not adopt the PLAN within forty-five (45) calendar days from the date of receipt of the FINAL PLAN, such action or inaction shall constitute withdrawal from the Regional Water Management Group. An agency which withdraws from the Regional Water Management Group may be reinstated when the agency adopts the FINAL PLAN and agrees to any additions and/or amendments to the MOU.

b. Upon completion of the ADOPTED PLAN, the DISTRICT shall prepare a final accounting (the "Accounting") of all final actual CONSULTANT COSTS for review by the Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.

c. If the funds deposited with the DISTRICT exceed the CONSULTANT COSTS, based upon the Accounting, the DISTRICT shall refund the excess funds to the Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District in proportion to their contribution towards the CONSULTANT COSTS within sixty (60) days after completion of the PLAN.

d. If the CONSULTANT COSTS exceed the funds deposited with the DISTRICT, ~~the Antelope Valley-East Kern Water Agency,~~* Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District will supplement this MOU to fund the additional portion of the CONSULTANT COSTS in excess of the funds deposited with the DISTRICT in proportion to their original contributions towards the CONSULTANT COSTS.

*Exception taken per AVEK Board action on January 09, 2007.

e. This MOU may be amended or modified only by mutual written consent of all parties.

f. The Regional Water Management Group shall terminate twenty (20) years after the date of execution unless renewed by mutual written consent from all parties prior to expiration.

g. All parties agree to release the DISTRICT of any liability and in connection with all claims arising out of this MOU, including relating to the CONTRACT with the CONSULTANT, and including in connection with any and all claims by third parties relating to the CONSULTANT's work under the CONTRACT and/or any violation or alleged violation of the ACT as a result thereof, including pursuant to Civil Code Section 1542, which states:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

h. Notwithstanding the foregoing and notwithstanding any provision of law, including as contained in the California Government Code, and including Sections 895 *et. seq.*, therein, any and all liability or expenses (including attorneys' and experts' fees and related costs) to the DISTRICT for claims by third parties or CONSULTANT and injury to third parties or CONSULTANT, arising from or relating to this MOU shall be allocated among the parties on the basis of the percent of contribution required of each party under this MOU. As an example only, the percentage of contribution of Antelope Valley-East Kern Water Agency is 15 percent. Each party shall reimburse the DISTRICT for its allocated share of the costs described herein within thirty (30) calendar days of issuance of an invoice by the DISTRICT. The term "injury" shall have the meaning prescribed by Section 810.8 of the Government Code. This provision shall survive termination of this Agreement.

i. If any provision of this MOU is held, determined or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the reminder of this MOU shall be given effect to the fullest extent possible.

j. Any correspondence, communication, or contact concerning this MOU shall be directed to the following:

ANTELOPE VALLEY-EAST KERN WATER AGENCY:

Mr. Russell E. Fuller
General Manager
6500 West Avenue N
Palmdale, CA 93551

PALMDALE WATER DISTRICT:

Mr. Dennis LaMoreaux
General Manager
2029 East Avenue Q
Palmdale, CA 93550

QUARTZ HILL WATER DISTRICT:

Mr. Dave Meraz
General Manager
42141 50th Street West
Quartz Hill, CA 93536

LITTLEROCK CREEK IRRIGATION DISTRICT:

Mr. Brad Bones
General Manager
35141 North 87th Street East
Littlerock, CA 93543

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION:

Ms. Barbara Hogan
Chairperson
c/o Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

CITY OF PALMDALE:

Mr. Leon Swain
Public Works Director
38250 Sierra Highway
Palmdale, CA 93550

CITY OF LANCASTER:

Mr. Randy Williams
Public Works Director
44933 Fern Avenue
Lancaster, CA 93534

COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY:

Mr. James F. Stahl
Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601

COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY:

Mr. James F. Stahl
Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601

ROSAMOND COMMUNITY SERVICES DISTRICT:

Mr. Claud Seal
Assistant General Manager
3179 35th Street
Rosamond, CA 93560

DISTRICT:

Mr. Manuel del Real
Assistant Deputy Director
Waterworks & Sewer Maintenance Division
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

k. Each person signing this MOU represents to have the necessary power and authority to bind the entity on behalf of which said person is signing and each of the other parties can rely on that representation.

l. This MOU may be executed in counterparts, each counterpart being an integral part of this MOU.

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IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by ANTELOPE VALLEY-EAST KERN WATER AGENCY; and

ANTELOPE VALLEY-EAST KERN
WATER AGENCY

By _____

APPROVED AS TO FORM:

By _____
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by Palmdale Water District; and

Palmdale Water District

By _____
General Manager

APPROVED AS TO FORM:

By _____
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by Quartz Hill Water District; and

Tier No. 3 Level of
Contribution - $5000.00

Quartz Hill Water District

By _____
Dave Meraz,
General Manager

APPROVED AS TO FORM:

By _____
Legal Counsel
Brad Weeks, Esq.

By: _____
Allen Flick, Sr.
Quartz Hill Water District
Board President

Approved at the Regular Board Meeting, held on Thurs., September 14, 2006.

Carried: 4-0

Ayes: P.Powell, J. powell, A. Flick, F. Tymon
Noes: Ø

Abstained: Ø

Absent: Ben Harrison, Jr.
Passed on 8-7-06

Attested
By: _____
Denise Burks,
Board Secretary

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by Littlerock Creek Irrigation District; and

Littlerock Creek Irrigation District

By _____
Brad Bones, General Manager

APPROVED AS TO FORM:

By _____
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION; and

ANTELOPE VALLEY STATE WATER
CONTRACTORS ASSOCIATION

By Barbara Hogan
Barbara Hogan

APPROVED AS TO FORM:

By Dayne Lemmex
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by City of Palmdale; and

City of Palmdale

By _____
James C. Ledford
Mayor

APPROVED AS TO FORM:

By _____
Wm. Matthew Ditzhazy
City Attorney

Attest:

By: _____
Victoria L. Hancock, CMC
City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by CITY OF LANCASTER; and

APPROVED BY DEPT. HEAD _____

CITY OF LANCASTER

By _____

Bishop Henry W. Hearns
Mayor

APPROVED AS TO FORM:

By _____
Legal Counsel

Attest:

_____
City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by County Sanitation District No. 14 of Los Angeles; and

County Sanitation District No. 14
of Los Angeles County

By _____
Chief Engineer and General Manager

ATTEST:

By _____
Secretary to the Board

APPROVED AS TO FORM:

Lewis, Brisbois, Bisgaard, and Smith LLP

By _____
District Counsel

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by County Sanitation District No. 20 of Los Angeles; and

County Sanitation District No. 20
of Los Angeles County

By _____
Chief Engineer and General Manager

ATTEST:

By _____
Secretary to the Board

APPROVED AS TO FORM:

Lewis, Brisbois, Bisgaard, and Smith LLP

By _____
District Counsel

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by ROSAMOND COMMUNITY SERVICES DISTRICT; and

ROSAMOND COMMUNITY
SERVICES DISTRICT

By _____

APPROVED AS TO FORM:

By _____
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by DISTRICT.

DISTRICT:

LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 40

By Dean D Efstathiou
for Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Michael L Moore
Deputy

Exhibit A

RESOLUTION OF THE *[governing body of agency]*, ADOPTING THE INTEGRATED REGIONAL WATER MANAGEMENT PLAN FOR THE ANTELOPE VALLEY

WHEREAS, the Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, Antelope Valley State Water Contractors Association, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, Rosamond Community Services District, and Los Angeles County Waterworks District No. 40, Antelope Valley are designated as a "Regional Water Management Group" under the California Water Code Division 6, Part 2.2, known as the *Integrated Regional Water Management Planning Act of 2002*, hereinafter referred to as "ACT"; and

WHEREAS, under the ACT, the parties collaboratively prepared an Integrated Regional Water Management Plan for the Antelope Valley that meets the requirements of the ACT, hereinafter referred to as "PLAN"; and

WHEREAS, Section 10531 of the ACT includes the following declarations:

(d) Water is a valuable natural resource in California, and should be managed to ensure the availability of sufficient supplies to meet the state's agricultural, domestic, industrial, and environmental needs. It is the intent of the Legislature to encourage local agencies to work cooperatively to manage their available local and imported water supplies to improve the quality, quantity, and reliability of those supplies.

(e) Improved coordination among local agencies with responsibilities for managing water supplies and additional study of groundwater resources are necessary to maximize the quality and quantity of water available to meet the state's agricultural, domestic, industrial, and environmental needs.

(f) The implementation of the Integrated Regional Water Management Planning Act of 2002 will facilitate the development of integrated regional water management plans, thereby maximizing the quality and quantity of water available to meet the state's water needs by providing a framework for local agencies to integrate programs and projects that protect and enhance regional water supplies.

WHEREAS, the adoption of the PLAN will allow the Antelope Valley Region to compete for State grant funding available under Proposition 50, proposed Proposition 84, and other future State and/or Federal grant programs.

NOW, THEREFORE, BE IT RESOLVED, that the *[governing body of agency]*, hereby adopts the PLAN.

The foregoing Resolution was adopted on the____day of_____, 2007, by the *[governing body of agency]*, as the governing body of the *[agency]*.

By _____

APPROVED AS TO FORM:

By _____
Legal Counsel

AGREEMENT ON THE IMPLEMENTATION OF THE INTEGRATED REGIONAL WATER MANAGEMENT PLAN

THIS AGREEMENT is made and entered into as of this 7th day of APRIL, 2009 by and between the Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, Antelope Valley State Water Contractors Association, ("Association"), City of Palmdale, City of Lancaster, County of Los Angeles, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, Rosamond Community Services District, and Los Angeles County Waterworks District No. 40, Antelope Valley, (collectively, the "parties"):

RECITALS

A. On or about January 9, 2007, the parties entered into a Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation ("MOU") under the California Water Code Division 6, Part 2.2, known as the *Integrated Regional Water Management Planning Act of 2002* (the "Act").

B. The parties desire to engage the various stakeholder interests throughout the Antelope Valley in implementing the Integrated Regional Water Management Plan (IRWMP) through broad facilitated agreement.

C. The parties desire to obtain grant or other funding to supplement the costs of implementing the IRWMP.

NOW, THEREFORE, the parties agree as follows:

1. The parties to this Agreement shall be known as and referred to as the Regional Water Management Group (RWMG). If approved by all parties, new entities may join the RWMG by adopting the IRWMP, executing this Agreement, agreeing to be bound by the terms hereof, and payment of such reasonable sums as the existing RWMG members shall determine.

2. Entities that are not members of the RWMG may contribute funding or in-kind services to support the activities of the RWMG without becoming signatories to this Agreement.

3. Each party shall designate a representative and an alternate to attend meetings, work with representatives of the other parties and to formulate

proposed actions by the RWMG. Any party may change designated representatives by notification to the other parties.

4. Representatives of the RWMG shall do the following:

   a) Designate a person to serve as the central point of contact for the representatives of the RWMG and as chairperson at any meetings.

   b) Hold public meetings for interested members of the public to meet, share ideas and discuss actions taken by the parties to implement the IRWMP. These meetings will be referred to as Stakeholder Meetings and people who attend these meetings may be referred to as the Stakeholder Group. The Stakeholder Group will be encouraged to participate in Stakeholder Meetings, advocate for regional projects, and disseminate information from the Stakeholders Meetings to the general public. In order to maintain effective meetings, the Stakeholder Group will follow a Code of Conduct at the Stakeholder Meetings to:

      i. Participate fully.

      ii. Treat others with dignity and respect.

      iii. Consider new ideas and perspectives.

      iv. Share accurate facts.

   c) Promote regional cooperation among its members to implement the IRWMP.

   d) Gather, compile, and manage data, as defined in the IRWMP.

   e) Develop proposals for the voluntary funding of cooperative efforts to implement the IRWMP. The ideas and suggestions of the Stakeholder Group shall be considered in the development of such proposals.

   f) Develop a list of short-term implementation objectives. The ideas and suggestions of the Stakeholder Group shall be considered in the development of such implementation objectives.

   g) Prepare and/or disseminate to the RMWG progress reports and proposed updates to the IRWMP. This task may be delegated to the Advisory Team as defined below.

   h) Identify and recommend to the governing bodies of the parties that applications be submitted for appropriate funding opportunities.

5. The parties shall designate one party, the Association, to solicit and administer one or more contracts ("Contracts"), with one or more third-party

consultants, to assist the RWMG to promote collaboration between members of the RWMG and other stakeholders during implementation of the Plan, prepare grant applications, update the IRWMP, and manage data collected consistent with the IRWMP on behalf of the RWMG. Any contract recommended by the Association shall be subject to the written approval of each party.

6. The parties shall establish a seven-member Advisory Team to the RWMG selected by the Stakeholder Group in the following manner:

   a) The Stakeholder Group shall select seven members according to the following categories for staggered three-year terms[1].

      i. Agriculture (2010)

      ii. Conservation, Environmental, and Water Quality (2011)

      iii. Industry and Commerce (2009)

      iv. Municipalities (2010)

      v. Mutual Water Companies (2011)

      vi. Public/Land Owners/Rural Town Councils (2009)

      vii. Urban Water Suppliers (2010)

   b) Nominations for each category can be made by any member of the Stakeholder Group and must be made during a Stakeholder Meeting.

   c) If the person nominated is willing to serve on the Advisory Team as described, that person will be considered as a potential member by the Stakeholder Group.

   d) Nominations for each open category will be discussed by the Stakeholder Group during a Stakeholder Meeting. If more than one qualified nomination is made per category, the Stakeholder Group shall choose one team member per category. Selections will be made by consensus. If a selection cannot be made by consensus, a selection will be made based on simple majority vote of the members at a meeting. Each Stakeholder Group member present may cast one vote per category.

   e) If an Advisory Team position becomes vacant before the regularly-scheduled reselection year, the same selection process described in this section will be used to select a replacement.

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[1] Members for each category will be reselected in the year shown and every three years thereafter.

f) Advisory Team members may not designate an alternate.

g) Members of the Advisory Team shall use their best efforts to make decisions by consensus. If a consensus cannot be reached on a particular matter, a simple majority vote of the members present at a meeting at which a quorum is present will be sufficient to take action. A quorum shall be half the number of members plus one.

h) If the Stakeholder Group is not satisfied with the performance of one or more Advisory Team members, one or more members of the Stakeholder Group can request that the RWMG conduct a new nomination and selection cycle for the category (or categories) involved.

7. The parties will delegate the following tasks to the Advisory Team:

a) Schedule and facilitate Stakeholder Meetings

b) Draft agendas and prepare minutes for the Stakeholder Meetings

c) Distribute information to the Stakeholder Group

d) Develop a list of short-term implementation objectives for consideration and approval by the RWMG and Stakeholder Group.

e) Maintain a list of long-term implementation objectives for the RWMG to address and update at Stakeholder Meetings.

f) Recommend an annual scope and budget to the RWMG

g) Maintain the AVIRWMP website

h) Identify grant opportunities for the RWMG or its members to apply for

i) Review and edit grant applications submitted by the RWMG

j) Designate a single point of contact for all AVIRWM efforts

k) Recommend options to the RWMG to consider for establishing a long-term governance structure for integrated regional water management in the Antelope Valley

8. The parties shall designate a lead applicant for the RWMG for grant programs that require regional collaboration to contract with and receive funds from the granting agency, invoice the granting agency, fulfill the administrative responsibilities of the grant contract, and distribute the funds received from the granting agency to the specific project sponsors, subject to the written approval of each party. A party's (or parties') failure to approve a grant

application shall not prevent other parties from seeking that grant application on their own behalf.

9. Each party shall provide and share with other parties, all necessary and relevant information, data, studies, and/or documentation in its possession as necessary to further the purposes of this Agreement. To the extent allowed by law, the parties may enter into confidentiality agreements to maintain the confidentiality of any documents that are exempt from disclosure under the California Public Records Act or otherwise privileged and confidential.

10. Each party shall review and comment on draft and final versions of technical reports, grant applications, and revisions or addendums to the IRWMP within twenty-one (21) calendar days from the date of receipt of those documents from their representative.

11. Each party shall consider for adoption final versions of IRWMP revisions or addendums within forty-five (45) calendar days from the date of receipt of the document.

12. Consistent with their powers and purposes, each party shall work together in a spirit of cooperation, collaboration, and mutual respect, with the overall goal of bringing the highest possible benefit for the Antelope Valley as a hydrologic region.

13. This Agreement shall be executed in duplicate originals, one for each Party, each of which duplicate original shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by ANTELOPE VALLEY-EAST KERN WATER AGENCY;

ANTELOPE VALLEY-EAST KERN WATER AGENCY

BY David Rizzo

APPROVED AS TO FORM:

By
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by Palmdale Water District;

PALMDALE WATER DISTRICT

By: Jeff A. Storm, President
Board of Directors

APPROVED AS TO FORM:

By: Lagerlof, Senecal, Gosney & Kruse, LLP
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by Quartz Hill Water District;

QUARTZ HILL WATER DISTRICT

_____

By: Allen Flick, Sr.
Board President

APPROVED AS TO FORM:

_____

By: Brad Weeks, Esg.,
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by Littlerock Creek Irrigation District;

LITTLEROCK CREEK IRRIGATION DISTRICT

By: BJ Bones

APPROVED AS TO FORM:

_____

By
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION;

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

By:

APPROVED AS TO FORM:

By:
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by City of Palmdale;

CITY OF PALMDALE

By:_____
James C. Ledford, Jr.
Mayor

APPROVED AS TO FORM:

By:_____
Wm. Matthew Ditzhazy,
City Attorney

ATTEST:

By: Victoria L. Hancock
Victoria L. Hancock, CMC
City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by CITY OF LANCASTER;

CITY OF LANCASTER

By: Ronald D. Smith
Vice Mayor

APPROVED AS TO FORM

By: David R. McEwen
City Attorney

Attest:

City Clerk Geri K. Bryan, CMC
City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by County Sanitation District No. 14 of Los Angeles;

COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY

By: _____ FEB 2 5 2009

ATTEST:

By: _____

APPROVED AS TO FORM:

By: Lewis, Brisbois, Bisgaard, and Smith LLP
District Counsel

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by County Sanitation District No. 20 of Los Angeles;

COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES

FEB 2 5 2009

ATTEST:

APPROVED AS TO FORM:

By: Lewis, Brisbois, Bisgaard, and Smith LLP
District Counsel

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by ROSAMOND COMMUNITY SERVICES DISTRICT;

ROSAMOND COMMUNITY SERVICES DISTRICT

By:

APPROVED AS TO FORM:

By:

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by COUNTY OF LOS ANGELES:

COUNTY OF LOS ANGELES

By _____

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by DISTRICT.
DISTRICT:

LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40

By

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By
Deputy

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