

Attachment 3 – Status of GWMP

ATTACHMENT 3 – STATUS OF GROUNDWATER MANAGEMENT PLAN

- *A GWMP may consist of a plan adopted under CWC Section 10750 and 10753 et seq. or other authority. Alternatively, a local agency may have some other formal groundwater management program. Examples include a county groundwater ordinance, a court ordered adjudication and a groundwater management component of an IRWM Plan. Such equivalent programs are collectively referred to in this part as a “GWMP.”*
- *Provide evidence that the GWMP has been officially adopted, such as a copy of the signature page of the GWMP with the dates and an official seal, an official public notice of recording, or a signed resolution. The date of adoption must be clearly evident in the submittal.*

The City of Palmdale is part of the Antelope Valley Regional Water Management Group (AVWG) which was formed in 1991 as a means of communication for parties with an interest in water. In 2006, the City of Palmdale joined the AVWG (see attached Memorandum of Understanding). In 2007, the AVWG prepared the Antelope Valley Integrated Water Management Plan (AV IRWMP) to better manage the water resources of the Region. As of today, the AVWG is in the process of updating the AV IRWMP.

The AV IRWMP addresses water supply reliability, groundwater management, water quality protection and improvement, water recycling, water conservation, stormwater capture and management, flood management, recreation and public access, ecosystem restoration, wetlands enhancement and creation, and environmental and habitat protection and improvement. The Amargosa Project is identified in the AV IRWMP as a groundwater recharge project that is pivotal in increasing water supply and helping to better manage the groundwater resources of the Region.

Status of GWMP

As part of the AV IRWMP, a GWMP component was developed and adopted by the AVWG. The AV IRWMP meets the requirements for an AB 3030 Plan and establishes a groundwater management plan for the whole basin. The GWMP is identified and discussed in Section 3 of the AV IRWMP (2007/2010). The City has provided evidence that this GWMP has been officially adopted on January 16, 2008. A copy of the official resolution, including signature pages, has been provided in this attachment.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into on this 4th day of Oct. 2006 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 Sanitation District No. 20 of Los Angeles, Rosamond Community Services District, and Los Angeles County Waterworks District No. 40, Antelope Valley, hereinafter referred to as "DISTRICT":

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 Sanitation District No. 20 of Los Angeles, 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 Sanitation District No. 20 of Los Angeles, 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's share being \$22,500, County Sanitation District No. 20 of Los Angeles'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 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 Sanitation District No. 20 of Los Angeles, and Rosamond Community Services District, where each agency has one representative.

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 Sanitation District No. 20 of Los Angeles, 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 Sanitation District No. 20 of Los Angeles, 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 Sanitation District No. 20 of Los Angeles, 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 Sanitation District No. 20 of Los Angeles, 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, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles, County

Sanitation District No. 20 of Los Angeles, 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 Sanitation District No. 20 of Los Angeles, 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 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'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 Sanitation District No. 20 of Los Angeles, 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 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'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 Sanitation District No. 20 of Los Angeles, 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 Sanitation District No. 20 of Los Angeles, 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 Sanitation District No. 20 of Los Angeles, 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 Sanitation District No. 20 of Los Angeles, 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 Sanitation District No. 20 of Los Angeles, and Rosamond Community Services District.
- c. If the funds deposited with the DISTRICT exceed the CONSULTANT COSTS based upon the Accounting, the District will 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 Sanitation District No. 20 of Los Angeles, and Rosamond Community Services District in proportion to their contribution towards the CONSULTANT COSTS, the DISTRICT shall refund the excess funds 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 Sanitation District No. 20 of Los Angeles, 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.
- 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%. 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 810.9 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 remainder 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

Little Rock Creek Irrigation District:

Mr. Brad Bones
General Manager
35141 North 87th Street East
Little Rock, 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:

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

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 _____

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

Quartz Hill Water 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 Littlerock Creek Irrigation District; and

Littlerock Creek Irrigation 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 Littlerock Creek Irrigation District; and

Antelope Valley State Water Contractors Association

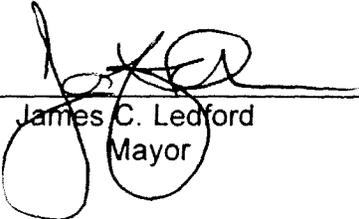
By _____

APPROVED AS TO FORM:

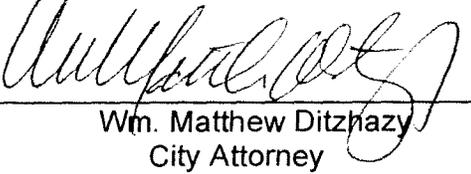
By _____
Legal Counsel

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

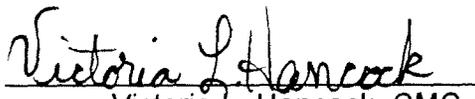
City of Palmdale

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

City of Lancaster

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 County Sanitation District No. 14 of Los Angeles; and

County Sanitation District No. 14 of Los Angeles

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 County Sanitation District No. 20 of Los Angeles; and

County Sanitation District No. 20 of Los Angeles

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 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 _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

**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 Sanitation District No. 20 of Los Angeles, 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 on the ___ day of _____, 2007, adopted by the *[governing body of agency]*, as the governing body of the *[agency]*.

By _____

APPROVED AS TO FORM:

By _____
Legal Counsel

CITY OF PALMDALE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. CC 2008-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE,
CALIFORNIA APPROVING THE PROPOSAL AND DETERMINATION TO ADOPT AN
INTEGRATED REGIONAL WATER MANAGEMENT PLAN AND A GROUNDWATER
MANAGEMENT PLAN FOR THE ANTELOPE VALLEY

RECITALS

WHEREAS, California Water Code Division 6, Part 2.2, known as the Integrated Regional Water Management Planning Act of 2002, and Division 6, Part 2.75, known as the Groundwater Management Planning Act, hereinafter collectively referred to as "ACTS", provide the framework for preparation and adoption of Integrated Regional Water Management Plans and Groundwater Management Plans in the state; 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; Rosamond Community Services District; and Los Angeles County Waterworks District No. 40; Antelope Valley, have established a Regional Water Management Group by means of a Memorandum of Understanding in accordance with the ACTS; and

WHEREAS, the Regional Water Management Group collaboratively prepared an Integrated Regional Water Management/Groundwater Management Plan for the Antelope Valley, hereinafter referred to as "PLAN", that collectively meet the requirements of the ACTS; and

WHEREAS, the Regional Water Management Group solicited and incorporated input from all interested stakeholders in preparation of the PLAN; and

WHEREAS, regional collaboration can promote a more efficient, comprehensive, and effective approach to water resource management while being responsive within a regional context to the needs of individual communities and jurisdictions; and

WHEREAS, the PLAN is to prepare to meet the Antelope Valley's future regional need for water supply reliability by evaluating opportunities for water recycling, water conservation, groundwater management, conjunctive use, water transfers, water quality improvement, storm water capture and management, flood management, recreation and public access, and environmental and habitat protection and improvement; and

WHEREAS, the PLAN will foster coordination, collaboration and communication among public agencies in the Antelope Valley and other interested stakeholders to

achieve greater water-use efficiencies, enhance public services, and build public support for vital projects; and

WHEREAS, the adoption of the PLAN will improve the Antelope Valley's competitiveness for State and Federal funding including grants from Propositions 50, 84, and 1E for all members of the Regional Water Management Group; and

WHEREAS, the PLAN is a feasibility and planning study for possible future action and no implementation or project is being adopted, approved, required or funded through the adoption of the PLAN; and

WHEREAS, implementation of the PLAN may not proceed without further discretionary approvals either by the individual public agency or jointly by the group members; and

WHEREAS, adoption of the PLAN, does not legally bind the City of Palmdale to approve or perform any implementation or project. Furthermore, any approval of any project suggested in this PLAN, including, but not limited to the use of recycled water for direct groundwater recharge, will require full environmental and public review.

NOW, THEREFORE, the City Council hereby finds, determines, and resolves as follows:

SECTION 1: The City Council hereby specifically finds that all of the facts set forth in the Recitals and true and correct and constitute the findings of the City Council in this matter.

SECTION 2: The City Council adopts the Final Integrated Regional Water Management/ Groundwater Management Plan for the Antelope Valley as a member of the Regional Water Management Group.

SECTION 3: The City Council hereby finds as follows with respect to the Notice of Exemption prepared in connection with Final Integrated Regional Water Management/ Groundwater Management Plan for the Antelope Valley:

- (a) Pursuant to the California Environmental Quality Act ("CEQA") and the City's local CEQA Guidelines, City staff determined the project to be exempt from environmental review pursuant to Section 15262 of the California Environmental Quality Act (CEQA) Guidelines, Feasibility and Planning Studies for possible future actions for which no implementation or project has been approved or funded. Thereafter, the City staff provided public notice of the determination and of the intent to find the project exempt from environmental review pursuant to Section 15272 of the CEQA Guidelines.

(b) The City Council has reviewed the Notice of Exemption and, based on the whole record before it, finds that the Notice of Exemption was prepared in compliance with CEQA. The City Council further finds that the Notice of Exemption reflects the independent judgment and analysis of the City Council. Based on these findings, the City Council hereby adopts the Notice of Exemption.

(c) The custodian of records for the Notice of Exemption, and all other materials which constitute the record of proceedings upon which the City Council's decision is based, is the Director of Planning of the City of Palmdale. Those documents are available for public review in the Planning Department of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200.

SECTION 4: City staff is authorized and directed to file a Notice of Exemption under Section 15262 of the California Environmental Quality Act (CEQA) guidelines on behalf of the Regional Water Management Group.

SECTION 5: The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this 16th day of January, 2008, by the following vote:

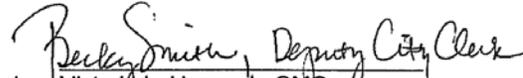
AYES: Mayor Ledford and Councilmembers Lackey, Knight, Hofbauer, and Dispenza

NOES: None

ABSENT: None

ABSTAIN: None

Attest:


for Victoria L. Hancock, CMC
City Clerk


James C. Ledford, Jr., Mayor

Approve as to form:


Wm. Matthew Ditzhazy
City Attorney



PALMDALE
a place to call home

CITY COUNCIL

CLERK'S CERTIFICATE

I, Victoria L. Hancock, CMC, City Clerk of the City of Palmdale, State of California, do hereby certify as follows:

The attached is a full, true and correct copy of Resolution No. CC 2008-007 adopted at the Regular Meeting of the City Council of the City of Palmdale duly held at the regular meeting place thereof, on January 16, 2008, at which meeting all of the members of said City Council had due notice and at which a majority thereof was present.

I further certify that I have carefully compared the same with the original Resolution No. CC 2008-007 on file and of record in my office and that said Resolution CC 2008-007 is a full, true, and correct copy of the original Resolution No. CC 2008-007 adopted at said meeting.

At said meeting, Resolution No. CC 2008-007 was adopted by the following vote:

AYES: Mayor Ledford and Councilmembers Lackey, Knight, Hofbauer, and Dispenza

NOES: None

ABSTAIN: None

ABSENT: None

WITNESS my hand and the seal of the City of Palmdale this 22nd day of January 2008.

Becky Souther
for Victoria L. Hancock, CMC
City Clerk

www.cityofpalmdale.org

JAMES C. LEDFORD, JR.
Mayor

MIKE DISPENZA
Mayor Pro Tem

STEVEN D. HOFBAUER
Councilmember

STEPHEN KNIGHT
Councilmember

TOM LACKEY
Councilmember

38300 Sierra Highway

Palmdale, CA 93550-4798

Tel: 661/267-5100

Fax: 661/267-5122

TDD: 661/267-5167

Auxiliary aids provided for
communication accessibility

72 hours' notice and request.