

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into this ___ day of _____, 2012 by and among the East Bay Municipal Utility District (EBMUD) and the City of Hayward. These two entities are referred to collectively as the "Parties".

The purpose of this MOA is to facilitate the preparation of a Proposition 84 Local Groundwater Assistance (LGA) Grant Application to the State of California Natural Resources Agency, Department of Water Resources, Division of Integrated Regional Water Management (DWR) for funding that shall be used in support the South East Bay Plain Basin Groundwater Data Collection Improvement Program. The MOA also details roles and responsibilities should said application be funded by DWR.

RECITALS

WHEREAS, EBMUD is a special district with water supply and water resource management authorities and responsibilities in portions of Alameda and Contra Costa Counties, and

WHEREAS, the City of Hayward is a municipal corporation established by City Charter with authorities and responsibilities within a portion of Alameda County, California, and

WHEREAS, groundwater resources of the South East Bay Plain Groundwater Basin are an important source of water for the people, environment, and economy of the East Bay, including areas within the jurisdiction of both EBMUD and the City of Hayward, and

WHEREAS, the Parties recognize the potential for improved groundwater management in the South East Bay Plain Groundwater Basin and are interested in mutually participating in projects and programs that aid in the understanding of basin hydrogeology, basin water quality and water level elevation, and

WHEREAS, the Parties have determined to proceed collaboratively to investigate the potential benefits of collecting and retaining groundwater data, thereby establishing baseline conditions and expanding the knowledge of the basin, and

WHEREAS, the Parties recognize that this MOA is a statement of agreement to participate in the preparation of a LGA Grant application to be submitted on or before July 13, 2012 offered by DWR..

NOW THEREFORE, it is mutually agreed by the Parties as follows:

1.0 ROLES AND RESPONSIBILITIES FOR GRANT APPLICATION EFFORT

- 1.1 EBMUD shall, for the purposes of preparing the Proposition 84 LGA Grant application, serve as the Administrating Agency. As Administrating Agency EBMUD shall be responsible for the following:
 - a) Preparing the Proposition 84 LGA Grant proposal, including preparing an initial draft of the Grant Application Scope of Work which describes, as an element of the application, the agreed upon work to be funded by a Proposition 84 LGA Grant application that would be performed by the Parties and within their jurisdictions.
 - b) Submitting the Proposition 84 Planning Grant proposal to DWR.
- 1.2 The City of Hayward shall be responsible for the following:
 - a) Reviewing and providing timely comments to the proposed Grant Application Scope of Work, including the description of work that would be performed within and by the City of Hayward
 - b) Timely providing information requested by EBMUD to complete the grant proposal

2.0 ROLES AND RESPONSIBILITIES IF THE GRANT APPLICATION IS SUCCESSFUL

- 2.1 The proposed grant funded work effort is anticipated to include the following components:
 - a) CASGEM monitoring well installation
 - b) Installing instrumentation within existing City of Hayward wells
 - c) Collecting a basin-wide reference elevations
 - d) Collecting and Analyzing water quality data from selected basin wells
 - e) Populating an ArcHydro data base to include water quality, water level and lithologic data for the South East Bay Plain Groundwater basin Groundwater Management Plan including data as collected as part of the grant-funded effort
- 2.2 EBMUD shall, for the purposes of administering a Proposition 84 LGA Grant if it should be awarded, serve as the Administrating Agency. As Administrating Agency EBMUD shall be responsible for the following:
 - a) Entering into a Proposition 84 LGA Grant Agreement on behalf of the Parties
 - b) Submitting the Proposition 84 Planning Grant Agreement required documents
 - c) Accepting and separately accounting for awarded funds
 - d) Reimbursing the City of Hayward for work efforts as performed on behalf of the City and by City Staff and/or by contractors as hired by the City
 - e) Hiring of contractors as needed to perform elements of the grant funded work on behalf of the Parties

- 2.3 The Parties agree that if the requested funding level for the LGA Grant is reduced as part of a proposed grant award, the order of importance of the work to be performed is as follows: 1) the component in 2.1.a is the highest priority; 2) the component in 2.1.b is the next highest priority; and 3) all remaining components are in the order listed with 2.1.e being of the lowest order of importance. EBMUD shall serve as the primary negotiator with the State of California in the event that the grant award is less than the \$250,000 requested.
- 2.4 The City of Hayward shall be responsible for the following:
- a) Providing timely information as necessary to finalize a LGA Grant Funding Agreement with DWR
 - b) Installing monitoring equipment within their existing wells (a grant funded task), provided
 - i) Any contracts to perform this task shall be the responsibility of the City of Hayward. In addition, legal requirements needed to access City of Hayward property, including but not limited to liability insurance and indemnifications will be included by the City in their consultant contract(s)
 - ii) In the event that the City of Hayward is seeking reimbursement for work performed, invoices for said work shall be sent to the direction of EBMUD, the Administrating Agency, and in turn EBMUD will provide those billings to DWR for grant reimbursement. The reimbursement process is anticipated to be detailed in a Grant Funding Agreement with DWR, should the application for grant funds be successful
 - c) Providing documentation to meet the reporting requirements as stipulated in a Grant Funding Agreement, including but not limited to records to illustrate funding match
- 2.5 The Parties anticipate that they will jointly hire a single consultant/contractor, should grant funding be awarded, to perform the combined scope of work for each party for which contractor assistance is required. Therefore, the consultant selection process shall be coordinated between EBMUD and the City of Hayward staff.
- 2.6 The Parties acknowledge that this MOA may be amended or added to should either Party determine that this is necessary in light of the decision on the Grant Application. The Parties will cooperate in developing further the terms and conditions of a funding agreement as necessary to satisfy requirements of DWR.
- 2.7 The Parties acknowledge that this MOA shall be Terminated in the event of the following: a) A Grant Funding Award is not received; b) Grant Funding as proposed for Award by DWR is a fraction of what was requested such that only the highest priority component, as detailed in 2.1.a) can be performed; or c) the Parties can not develop mutually acceptable Grant Funding Agreement Terms and Conditions with DWR. Further, the Parties acknowledge that should a Grant be awarded and a Funding Agreement developed that is acceptable to the Parties, the duration of this MOA shall match the duration of the grant as stipulated in said Funding Agreement.

IN WITNESS WHEREOF, the undersigned Party has caused this Agreement to be executed as of the day and year set forth above.

By: _____ for THE EAST BAY MUNICIPAL UTILITY DISTRICT

Title: _____

By: _____ for THE CITY OF HAYWARD

Title: _____