Appendix G – Cooperative Agreements – Hemet/San Jacinto Water Management Area

1. MOU to Work Cooperatively to Promote Conjunctive Use Projects and Programs in the Upper San Jacinto River Basins (with Dept. of Water Resources), June 2001.

2. Agreement to Develop a Groundwater Monitoring Program in the Hemet/ San Jacinto Management Area, September 2003.

3. Agreement for Principles for Water Management, February 2004.

4. MOU for Interim Water Supply Plan, April 2004.

5. MOU for Preparation of Water Management Plan for the Hemet/San Jacinto Management Area, June 2004.

MEMORANDUM OF UNDERSTANDING
TO WORK COOPERATIVELY TO PROMOTE CONJUNCTIVE USE PROJECTS AND PROGRAMS IN UPPER SAN JACINTO RIVER BASINS

This Memorandum of Understanding (MOU) is entered into this 19TH day of June, 2001, by and between the California Department of Water Resources (DWR) and the City of San Jacinto, City of Hemet, Lake Hemet Municipal Water District, and Eastern Municipal Water District, also referred to collectively as "the Parties".

RECITALS

A. Groundwater in the Upper San Jacinto River Basins has been and will remain a significant source of the water for the people, environment, and agribusiness of Riverside County and provides an invaluable contribution to the local economy and public well being.

B. The City of San Jacinto, City of Hemet, Lake Hemet Municipal Water District, and Eastern Municipal Water District strive to increase the availability and reliability of local ground and surface water resources in Riverside County.

C. The City of San Jacinto, City of Hemet, Lake Hemet Municipal Water District, and Eastern Municipal Water District have an interest in the management of their groundwater resources.

D. The Parties recognize that there is the potential for conjunctive management of ground and surface water resources, and are willing to explore the possibility of increasing the availability of dry-year supplies through regional conjunctive use efforts.

E. DWR seeks to facilitate and support local groundwater management efforts, particularly those that could increase dry-year water supplies, within the safe-yield and without the overdraft of groundwater basins.

F. Cooperation, open communication, and consensus building among the Upper San Jacinto River Basins stakeholders are recognized as prerequisites to deciding on any preferred action.

G. The Parties have determined that further study of the feasibility and practicality of developing a groundwater conjunctive use program is necessary for the accurate evaluation of the safe yield of the Upper San Jacinto River Basins.

ARTICLES

NOW, THEREFORE, the Parties recognize that this MOU is a statement of principles and not a binding agreement, and the Parties agree to the following principles:

1. The Parties will work cooperatively to formulate a conjunctive water management program, identifying potentially feasible initiatives, programs, or projects that enhance the dependable yield of the Upper San Jacinto River Basins. An initial review of possible programs or projects shall be undertaken to identify actions that will provide water supply benefits and are technically, environmentally, economically, institutionally, socially, and legally feasible. This initial review shall be commonly referred to as "Phase I". An outline of the Phase I work, attached to this MOU as Appendix A, covers specific tasks that are to be performed as part of this initial review.

2. When the Parties have reached agreement on completion of Phase I, as described in Article 1 of this MOU, other activities to be completed cooperatively may include evaluation of large-scale groundwater banking and exchange, investigation of additional banking and exchange pilot projects, and implementation of an expanded groundwater monitoring and data management program.

3. To accomplish specific tasks outlined in Article 2, the Parties will enter into agreements that define the scope of work, cost sharing, schedule, and other details. Such specific agreements will be supplementary to, and consistent with, the objectives of this MOU.

4. The Parties will share all technical data, analyses, conclusions, and findings developed through the course of implementing this MOU.

Appendix A

Tasks

1. Establish an Upper San Jacinto River Basins Advisory Panel of local civic and technical leaders, and other stakeholders, to facilitate the feasibility evaluation of a conjunctive water management study for the Upper San Jacinto River Basins.

2. Develop and implement an outreach program for interested parties within the Upper San Jacinto River Basins throughout the planning process to share and exchange information, foster open and honest communication, and build consensus and reach a decision on possible courses of action.

3. Identify current and future water needs of stakeholders in the Upper San Jacinto River Basins, ensuring that all related needs are identified including environmental and third party needs.

4. Identify potential conjunctive water management projects in the Upper San Jacinto River Basins that can help address local water supply issues and needs while concurrently helping improve the overall dry year water supply reliability.

5. Jointly prepare a programmatic feasibility evaluation report, identifying specific conjunctive water management project and program options for the Upper San Jacinto River Basins.

6. As part of the programmatic feasibility evaluation, conduct a preliminary environmental review, identifying the impacts of potential projects or programs, including possible third party impacts, and possible measures that could avoid or mitigate the impacts.

7. As part of the programmatic feasibility evaluation, outline the principles of, and operating criteria for, the various potential basin-wide conjunctive water management scenarios and projects.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first written above.

City of Hemet

By: _____

CALIFORNIA DEPARTMENT OF WATER RESOURCES

By: _____

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first written above.

Eastern Municipal Water District

By: _____

CALIFORNIA DEPARTMENT OF WATER RESOURCES

By: _____

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first written above.

Lake Hemet Municipal Water District

By: _____

CALIFORNIA DEPARTMENT OF WATER RESOURCES

By: _____

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first written above.

City of San Jacinto

By: _____

CALIFORNIA DEPARTMENT OF WATER RESOURCES

By: _____

AGREEMENT TO DEVELOP A GROUNDWATER MONITORING PROGRAM IN THE HEMET/SAN JACINTO MANAGEMENT AREA

THIS AGREEMENT is made and entered into by and among the following entities, which are hereinafter collectively referred to as the "AGENCIES."

City of Hemet
Lake Hemet Municipal Water District

City of San Jacinto
Eastern Municipal Water District

I. RECITALS

A - Background:

1. Groundwater in the Hemet/San Jacinto Management Area has been, and will remain, a significant source of water for the people and agribusiness of Riverside County providing an invaluable contribution to the local economy and public good.
2. The Cities of Hemet and San Jacinto, Lake Hemet Municipal Water District, and Eastern Municipal Water District strive to increase the availability and reliability of local surface and ground water resources in the area.
3. The Cities of Hemet and San Jacinto, Lake Hemet Municipal Water District, and Eastern Municipal Water District have an interest in the management of local water resources within the Hemet/San Jacinto Management Area.
4. The Department of Water Resources seeks to support local groundwater management efforts, particularly those that could increase dry-year water supplies, within the safe yield and without the overdraft of groundwater resources.
5. Through cooperation, open communication, and consensus building among the AGENCIES, the Hemet/San Jacinto Groundwater Policy and Technical Committees were formed in June of 2001 to identify programs needed to improve groundwater resources management in the area.
6. The AGENCIES have determined that development and implementation of a groundwater monitoring program is necessary for the accurate evaluation of the operational yield of the Hemet/San Jacinto Management Area.

B – The Purpose of this Agreement:

1. Develop a Monitoring Program in the Hemet/San Jacinto Management Area.
2. Appoint Eastern Municipal Water District as the Monitoring Program Administrator.
3. Establish an equitable funding mechanism among the Agencies to collect and fund the Monitoring Program.

II. COVENANTS

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the AGENCIES hereby agree as follows:

A Develop a Groundwater Monitoring Program:
The AGENCIES and other private groundwater producers in the area hereby agree to develop the Groundwater Monitoring Program, as more specifically provided for in Attachment 1.

B Roles and Responsibilities of the AGENCIES:
The AGENCIES shall perform the duties as more specifically provided for in Attachment 1.

C Monitoring Program Costs:
A total of $200,000 is estimated to be required for the meter installation and first year operation of the monitoring program. This amount includes contingencies and uncertainties associated with such monitoring programs. Attachment 1 contains detailed cost estimates.
It is anticipated that Department of Water Resources (DWR) will contribute $100,000 of the $200,000 estimated cost for the meter installation and first year implementation of the monitoring program, provided the Agencies agree to fund and implement the monitoring program into future years pursuant to Covenant II.D, below.

D Cost Sharing of the Monitoring Program:
Until the full implementation of the Water Management Plan, the AGENCIES will share the annual Monitoring Program costs based on their base groundwater production percentages as determined by the Hemet/San Jacinto Groundwater Policy Committee and shown below:

Cost Sharing Prior to Plan Implementation			
Agency	**Base Production (AF)**	**Percentage**	**Cost Contribution**
City of Hemet	6,320	19.6 %	$ 19,600
City of San Jacinto	4,031	12.5 %	$ 12,500
LHMWD.	11,063	34.2 %	$ 34,200
EMWD	10,869	33.7 %	$ 33,700
Totals	**32,283**	**100.0 %**	**$100,000**

As noted above, the AGENCIES' share of the first year's budget is $100,00. Future years' budgets will be approved by the Hemet/San Jacinto Groundwater Policy Committee, and incorporate any excesses or deficits from prior years.

E Term of the Agreement:
This Agreement shall terminate, unless extended by mutual agreement of the AGENCIES, on the date a stipulated judgment for the Water Management Plan is executed by the AGENCIES provided that all debts and liabilities of the Monitoring Program are satisfied.

An Agency may terminate its participation in this agreement on an anniversary date of the Agreement by given the other Agencies written notice three months prior to that anniversary date.

F Ownership of Documents:
All data and reports produced shall become the joint property of the AGENCIES.

G Effective Date:
This Agreement shall become effective upon execution by all AGENCIES pursuant to authorization by each AGENCY's Governing Board.

H Counterparts:
This Agreement may be executed in original counterparts, which together shall constitute a single agreement.

IN WITNESS WHEREOF, the AGENCIES have executed this Agreement on the date set forth below.

CITY OF HEMET

DATE 9/13/03 BY _____
City Manager

CITY OF SAN JACINTO

DATE 9-16-03 BY _____
City Manager

LAKE HEMET MUNICIPAL WATER DISTRICT

DATE 9/16/03 BY _____
General Manager

EASTERN MUNICIPAL WATER DISTRICT

DATE 9/19/03 BY _____
General Manager

ATTACHMENT 1
Hemet/San Jacinto Management Area
Groundwater Monitoring Program

1. INTRODUCTION

In order to implement a sound Water Management Plan, it is necessary to have adequate data on which to base decisions. The purpose of the groundwater monitoring program is to collect, analyze, and compile water level, water quality, and groundwater production data for the administration and implementation of the Water Management Plan. The Hemet/San Jacinto Management Area is shown in Figure 1. The program provides the information necessary for a comprehensive view of the groundwater basins. The groundwater monitoring program includes the following elements:

- Water Level Monitoring
- Water Quality Monitoring
- Groundwater Extraction Monitoring
- Inactive Well Capping/Sealing

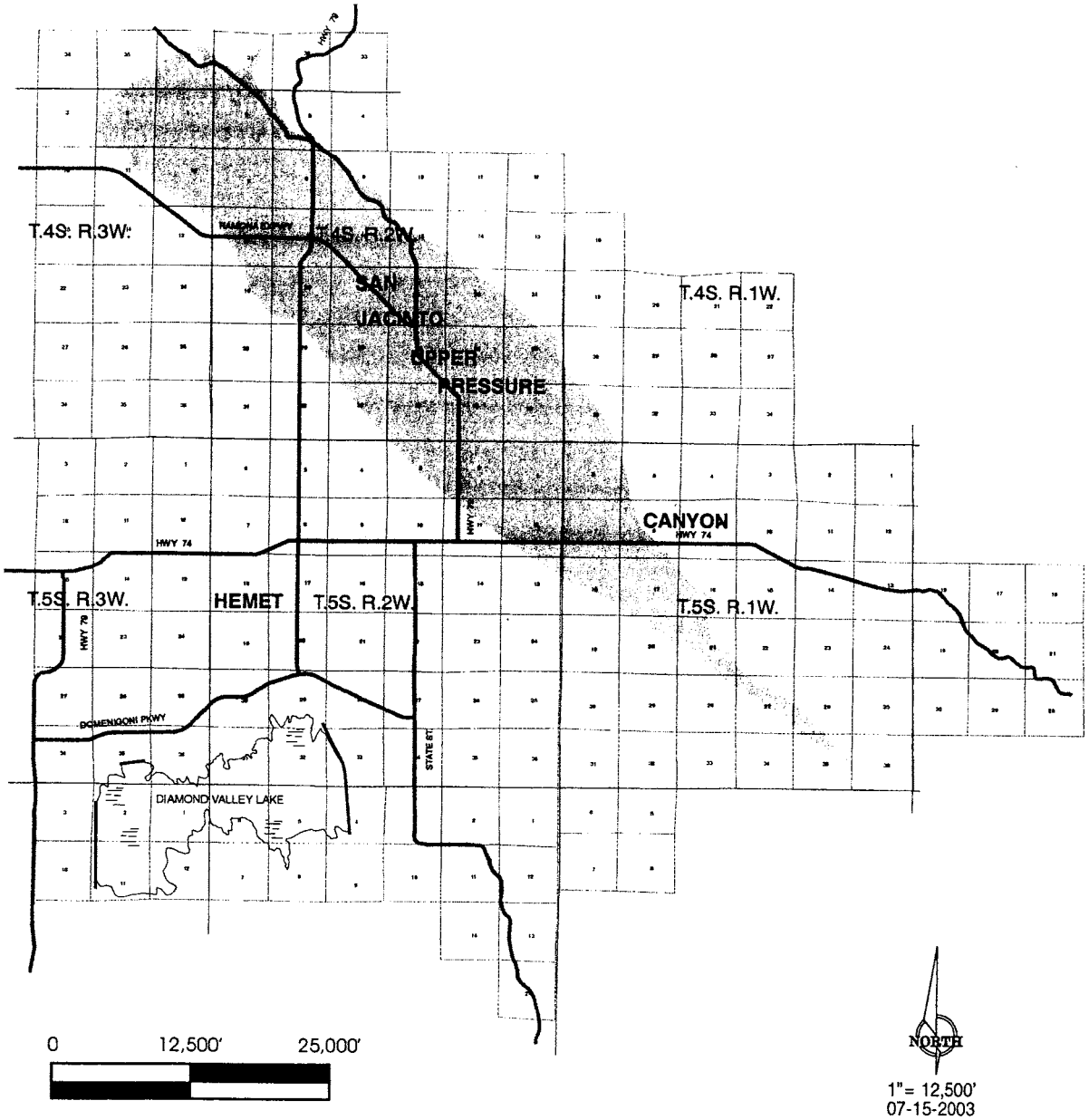
Data management and reporting are also key elements. Collected data will be entered into the EMWD's Regional Water Resources Database (RWRD). An annual report will summarize the monitoring activities and results of the analyses of the monitoring data, as well as provide other pertinent information regarding activities in the local management zones.

Water level and groundwater extraction data will be used to quantify basin stresses and to provide data for estimation of overdraft conditions within any given year and to provide the basis for the following year replenishment. Water quality information will be used to track basin water quality trends. Such data allows for characterization of basin hydrology, evaluation of groundwater flow conditions, and monitoring of groundwater quality improvement or degradation. In addition, inactive, unused wells will be capped/sealed as they are potential sources of groundwater contamination and present hazardous conditions. The water level and extraction monitoring will allow for a more accurate estimation of the amount of groundwater in storage, changes in storage, and over draft and groundwater conditions. The information gained from these efforts will be used in water resources decision-making for the area.

2. PROGRAM BENEFITS

Proper management and augmentation of local groundwater supplies requires a detailed understanding of conditions and trends within local groundwater basins. In conjunction with existing and planned groundwater level and quality monitoring, accurate monitoring of groundwater extraction will allow participants to understand how groundwater

Figure 1: Hemet/San Jacinto Management Area



conditions are changing and make informed decisions on how best to manage and replenish the groundwater resources.

By undertaking an extensive data-gathering effort, all parties involved in the Hemet/San Jacinto Management Area can be assured that operational yield estimates are based on the best available information. Expansion of the current monitoring effort will augment the database used in making decisions on implementation of the water management plan and contribute to the development of a successful management of the basins.

3. CURRENT ACTIVITIES

A well survey was conducted and an inventory of municipal and private wells was generated. Wells included in this inventory came from a variety of sources including the current monitoring program, municipal well lists, and wells for which Notices of Groundwater Extraction had been filed with the State. At the present time, using 2002 data, there is water level data from 188 wells, water quality data from 112 wells, and groundwater production data from 96 wells in the database. Eighty-eight wells have been identified as potential additions to the program. Figure 2 shows the well locations identified for additional investigation. A few wells have not yet been located precisely enough for inclusion on the map. This number may change since additional wells may be discovered, or new wells may be drilled, prior to the full implementation of this monitoring program.

The locations of currently identified wells are captured using Global Positioning System (GPS) technology. The GPS is a highly accurate, satellite-based, spatial positioning technology. The unit currently in use is capable of providing horizontal accuracy (x, y coordinates) within three feet. Because of the nature of the GPS satellite configuration and other considerations, the unit is not able to provide equally accurate vertical positions (z coordinate or elevation). Generally, the accuracy of the GPS-derived elevations is within ten to fifteen feet.

When the 88 wells mentioned above are physically located during site visits, their GPS position will be determined and that location will be entered into the database along with the State Well Number (or township, range, section, and quarter section) and other pertinent well-related information.

Prior to any well monitoring, permission must be obtained from the well owner. A copy of the Permission Form is attached (Attachment A). EMWD has provided over 100 copies of these permission forms for distribution and is in the process of receiving the signed permission forms from the private groundwater producers.

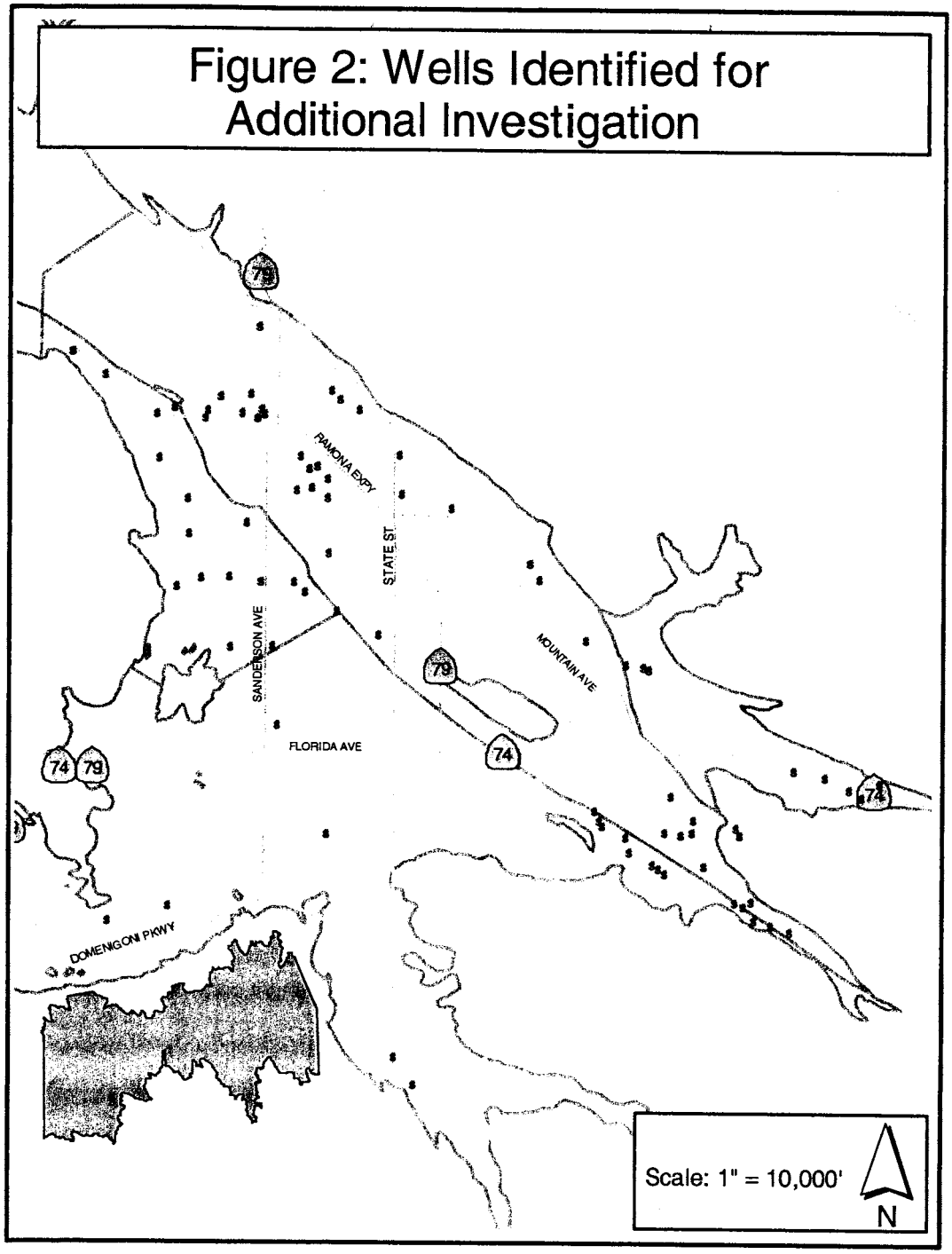


Figure 2: Wells Identified for Additional Investigation
79
RAMONA EXPY
STATE ST
SANDERSON AVE
MOUNTAIN AVE
79
FLORIDA AVE
74
74
79
74
DOMENIGONI PKWY
Scale: 1" = 10,000'
N

4. WATER LEVEL MONITORING PROGRAM

Water levels are proposed to be measured twice a year, spring and fall, to capture the high and low water levels and to determine seasonal effects on groundwater levels. The measurements will be taken prior to and following warm weather when groundwater production is high. Based on the existing information, approximately 270 wells have been identified in the Hemet/San Jacinto Management Area for water level measuring, necessitating around 540 individual measurements per year. Figure 3 shows the wells proposed for inclusion in the Water Level Monitoring Program.
General steps that are required for measuring water levels are as follows:

- A site inspection for potential hazards including open drive shafts, automatic machinery, motor operations including farm equipment, etc. is conducted
- The status of the well is confirmed, i.e., pumping or static. The well should have been in static mode (non-operational) for at least 12 hours, preferably 24 hours
- The depth to water is measured using an electric water level indicator
- The depth to water is recorded
- The recorded value is compared with previous levels for data quality control
- A final site inspection is done

5. WATER QUALITY MONITORING PROGRAM

The water quality samples are collected once a year, generally in the warmer months when the wells are running. Approximately 190 wells in the Hemet/San Jacinto Management Area have been identified for sampling. Figure 4 shows the wells proposed for inclusion in the Water Quality Monitoring Program. Constituents routinely monitored include, general minerals, metals, and total nitrogen.

The procedures for taking water quality samples differ depending on whether the well has existing pumping equipment or not. The sampling procedure is lengthier and more complicated if the well does not have an existing pump.

When the well to be sampled has a pump and is running, the sampling procedure will be follows:

- A site inspection for potential hazards including open drive shafts, automatic machinery, motor operations including farm equipment, etc. is conducted
- The status of the well (pumping or not) is confirmed. If the well is not running, it is turned on
- The sampling port on the well is located, opened, and flushed or purged. Field EC (electrical conductance) and water temperature are taken and recorded
- The water sample is taken using standard methods and proper protocol for the constituents to be sampled
- A final site inspection is done

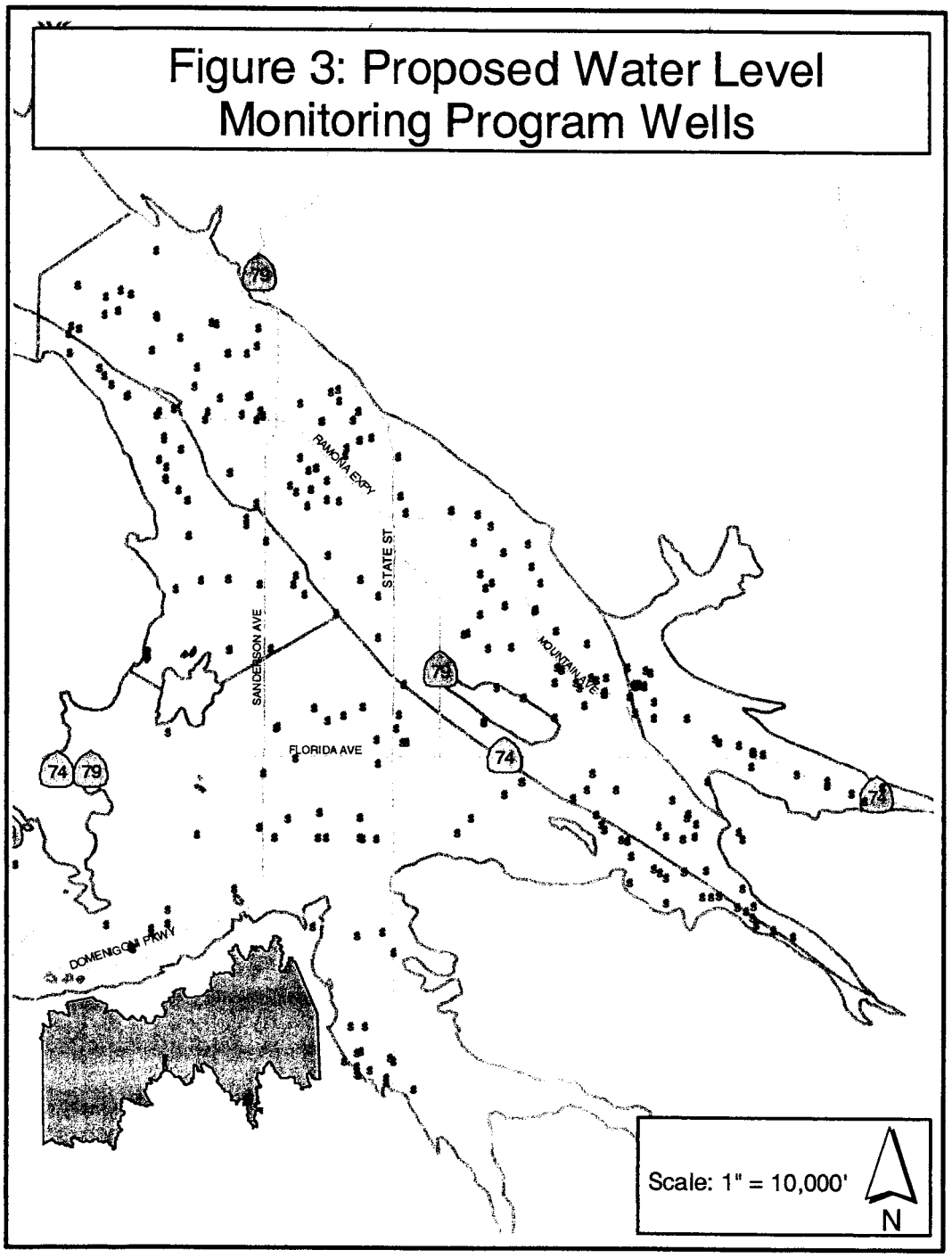


Figure 3: Proposed Water Level Monitoring Program Wells
79
RAMONA EXPY
STATE ST
SANDERSON AVE
MOUNTAIN AVE
FLORIDA AVE
74
79
DOMENIGONI PKWY
Scale: 1" = 10,000'
N

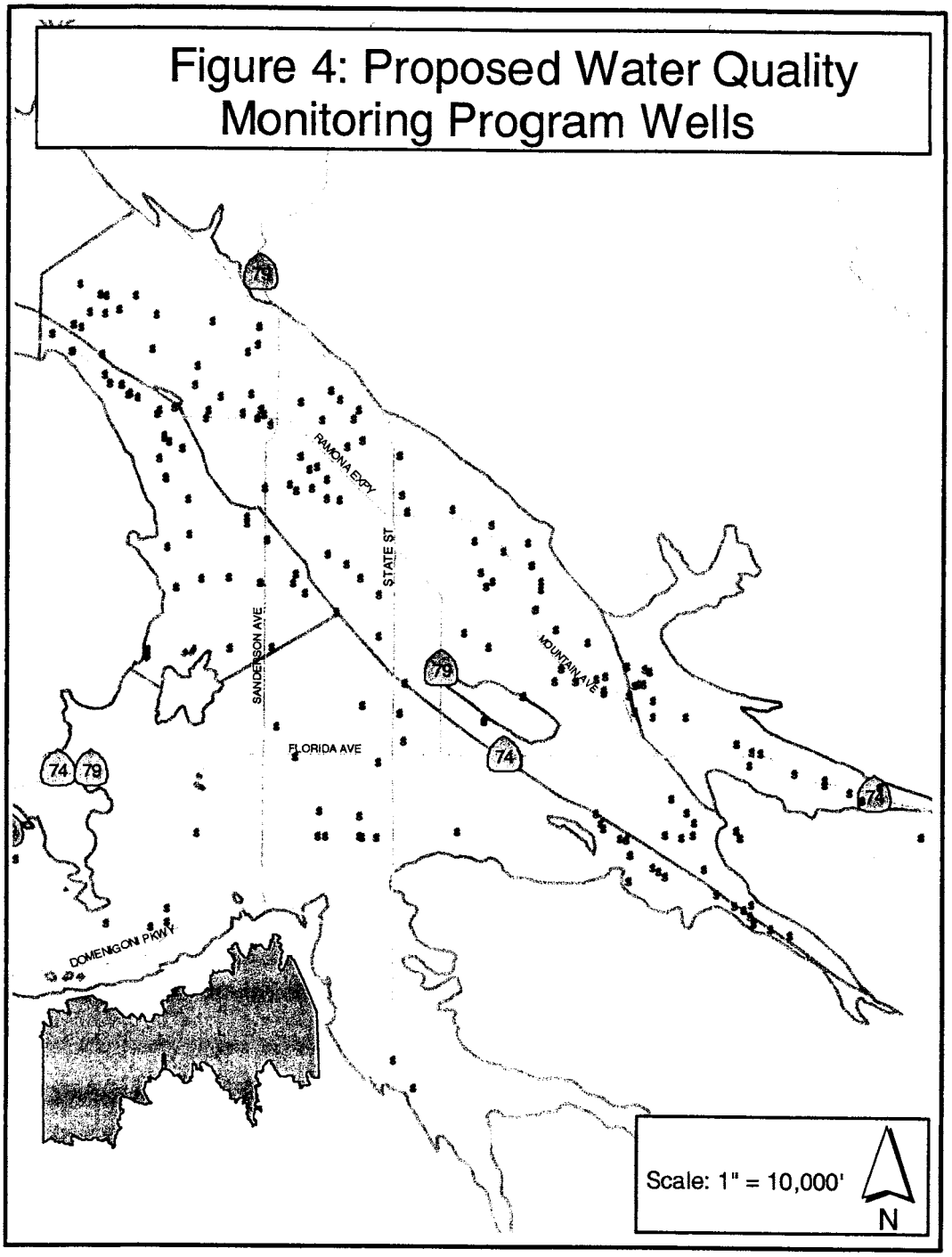


Figure 4: Proposed Water Quality Monitoring Program Wells
RAMONA EXPY
STATE ST
SANDERSON AVE
MOUNTAIN AVE
FLORIDA AVE
DOMENIGONI PKWY
79
74
Scale: 1" = 10,000'
N

When the well does not have an existing pump, a pump must be set in the well and the procedure will be as follows:

- A site inspection for potential hazards including open drive shafts, automatic machinery, motor operations including farm equipment, etc. is conducted
- The depth to water in the well is measured to determine pump setting depth
- The total existing well depth is determined by sounding the bottom of the well. This is done to prevent setting the pump in a sanded region
- The water volume in the casing is calculated to determine the length of time necessary to purge the well for a minimum of three full well volumes
- The pump is set using either continuous reel or column pipe and all electrical and discharge lines are connected
- The well is purged a minimum of three well volumes while monitoring temperature and conductivity
- Conductivity is stabilized. Conductivity is considered stabilized when five measurements taken 3-5 minutes apart are within:
  +/- 5% for conductivity <= 100 μS/cm, or
  +/- 3% for conductivity >100 μS/cm
- The water sample is taken using standard methods and proper protocol for the constituents being sampled
- Electrical and discharge lines are disconnected and the pump is pulled
- The well is closed or sealed
- A final site inspection is done

6. GROUNDWATER EXTRACTION MONITORING PROGRAM

The Groundwater Extraction Monitoring Program involves the metering of wells producing 25 or more acre-feet of groundwater per year. In conjunction with groundwater level and quality monitoring, accurate metering of groundwater extraction will allow for a better understanding of how groundwater conditions are changing and will allow the Watermaster to quantify basin stresses. Groundwater extraction data will be developed from a variety of sources including:

- Meters installed and monitored by EMWD
- Existing, privately owned meters read by EMWD personnel
- Extraction estimates based on land use, i.e., acreage under cultivation and type of crop or numbers of livestock in the case of dairies. This method is used for local producers that will not be participating in the monitoring program

6.1. Initial Program Setup and Meter Installation

Implementation of the Extraction Monitoring Program requires extensive involvement and cooperation of the local private producers. The program participants must provide permission for meter installation and access to their wells. EMWD staff will work closely with the private well owners' representatives to identify and acquire necessary permissions from the existing private well owners in the area. All meter installation

activities will be scheduled at the convenience of the well owner. Installed meters shall remain the property of EMWD as a representative of the Watermaster. The procedure for meter installation by EMWD will be as follows:

- Well owner's permission (copy is attached) for meter installation is verified
- A preliminary site inspection is conducted to review piping and well configuration and determine equipment/supplies needed
- An installation design is prepared and a meeting is held with the well owner for approval/acceptance of the design
- As much as possible, off-site fabrication is done to minimize inconvenience to the owner's operation of the well
- The installation is scheduled and approved by well owner
- The meter is installed and all piping appurtenances are returned to normal operation
- A final site inspection is done

6.2. On-going Extraction Monitoring

The cost of meter maintenance and monitoring of all metered wells will be borne by the Watermaster. Meters on approximately 175 wells are proposed to be read monthly and groundwater usage will be entered into the RWRD for review and analysis. Figure 5 shows the well locations proposed for inclusion in the Extraction Monitoring Program.

As part of this program, well owners agree to provide access to EMWD staff for meter maintenance and the monthly reading of the meters. EMWD will periodically schedule meter maintenance and calibration with the well owner. Such activities will be at the well owners' convenience and will not impact agricultural operations.

Well owners wishing to maintain their own meters may do so. Upon the request of the well owner, EMWD will consider providing maintenance and calibration of privately owned meters, contingent upon the needs of the program and the availability of funding.

When installation of a meter on a well is not physically possible or when a well cannot be metered for other reasons, groundwater production from that well will be estimated using acreage, crop type, or number of animals in the case of dairies. These estimates will be compared with metered groundwater usage at sites of similar size with similar usage as a quality control/quality assurance measure.

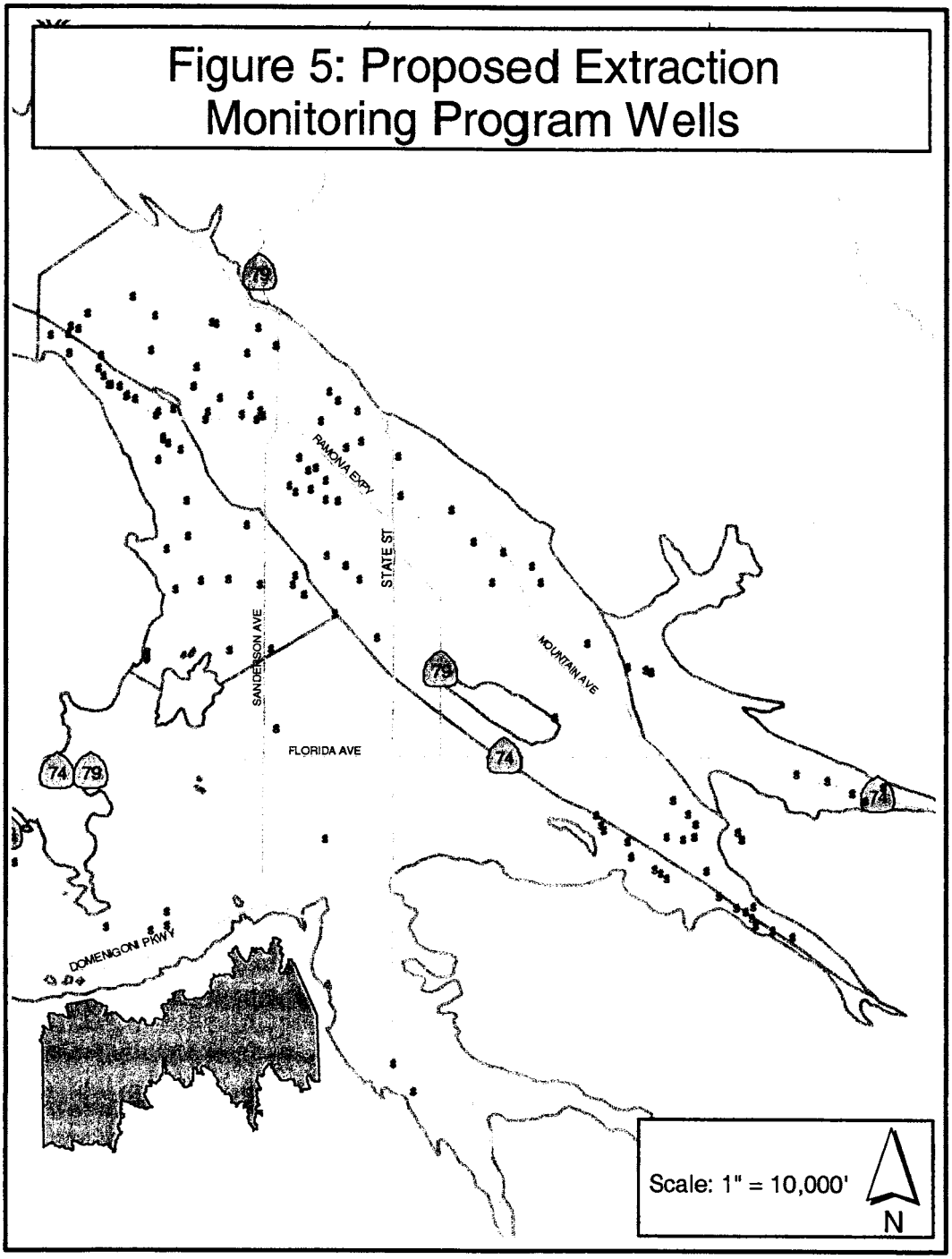


Figure 5: Proposed Extraction Monitoring Program Wells
79
RAMONA EXPY
STATE ST
SANDERSON AVE
MOUNTAIN AVE
FLORIDA AVE
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DOMENIGONI PKWY
Scale: 1" = 10,000'
N

6.3. Other Sources of Extraction Data

In addition to the sources listed above, available data on groundwater extractions can also be obtained from the California Division of Water Rights compiled database on the annual reporting of groundwater extractions. However, total groundwater production in most areas is expected to be higher than the State figures because not all groundwater producers file the annual recordation notices with the State. The State has microfiche records of recordations from 1947 through 1985. From 1985 forward, the records are kept as hard copy. The quality of the State's information in electronic format for 1994 to the present is questionable and EMWD has developed its own database based on the microfiche and hard copy records and this data will be incorporated into the RWRD.

7. DATA MANAGEMENT

Combined with existing available data, the new data generated by the proposed groundwater monitoring program will be used by the Watermaster to analyze how conditions are changing in local groundwater basins. The data may be used in the following ways:

- Trend analyses of the relationship between groundwater pumping, water levels, and water quality
- Analysis of the volume of water contained in local groundwater basins and determination of the rate of natural recharge of these basins
- Preparation of mathematical models of groundwater systems for use in analyzing management alternatives
- Development of accurate water consumption figures for agricultural land use
- Protection of private water rights through the documentation of individual groundwater use
- Quantification of replenishment requirements for the following year

Data reporting by EMWD to the Watermaster includes annual reports documenting level/quality trends and extraction quantities for each groundwater basin. The annual reports will contain the results of regional analyses performed in the preceding year and a summation of any problems noted.

Private well owners will receive annual reports on their wells. These Well Owner Reports will include copies of water quality samples, water level measurements, and extraction amounts for their wells. Recordation of groundwater extraction with the Watermaster is a fundamental means of protecting private groundwater rights and all well owners are encouraged to participate.

8. INACTIVE WELL CAPPING/SEALING PROGRAM

The purpose of this program is to prevent groundwater contamination and eliminate hazards by capping/sealing inactive and/or unused wells. Open casings are especially vulnerable to contamination from surface flows or vandalism - such as the dumping of oil or other waste products. Large open casings, 16 to 18 inches in diameter, also present a

hazard to small children and animals. It is not known how many open casings or unused wells exist in the area.

During field activities EMWD staff has discovered a number of inactive wells; many covered by brush, wood, and dirt - not visible to the casual observer. Frequently, the property owner did not own the property at the time the well was drilled and was unaware of its existence. In all cases, once an old well was discovered, the property owner has been agreeable to having the casing capped.

To protect groundwater supplies, EMWD staff will use the available monitoring program funds to cap and seal an inactive well or open casing at no charge to the well owner. Priority is given to those wells that are potentially dangerous open holes (16-18" casings) or those located in areas where flooding resulting from precipitation might carry manure, fertilizers, or other contaminants into the well. These wells may still be used for water level and, in some cases, water quality monitoring.

It is anticipated that the need exists to initially cap or seal five to ten casings per year, with that number diminishing over time.

9. MONITORING PROGRAM COST ESTIMATES

The costs of the Groundwater Monitoring Program will be borne by the Administrative Assessments of the Hemet/San Jacinto Water Management Plan. However, until the Plan is implemented, it is proposed that the Cities of Hemet and San Jacinto, Lake Hemet Municipal Water District, and Eastern Municipal Water District share these costs based on their base groundwater production percentages.

The current cost for the program set-up, meter installations, and the first year of monitoring is estimated at $180,000. Even though there are some contingencies included in these cost estimates, there is some uncertainty in the total number of wells that will be included in the actual program. Therefore, although the estimated cost is $180,000, due to uncertainty as to the actual costs for this effort, a total of $200,000 is being proposed.

It is anticipated that the Department of Water Resources (DWR) will provide $100,000 for the meter installation and first year implementation of the Monitoring Program, provided the Agencies agree to fund and implement the monitoring program into future years pursuant to this Section.

Implementation of the Extraction Monitoring Program involves an initial expenditure of funds to cover the costs of meters and meter installation. Those costs are itemized in Table 1, below.

Table 1 Meter Installation Cost Estimates	
Activity	**Estimated Cost**
Field Survey and Preparation of Specs.	$ 4,700
Permission & Installation Coordination	$ 4,800
Purchase of Meters & Related Materials	$ 50,000
Meter Installation and Calibration	$ 13,300
Vehicle/Equipment Rentals	$ 1,300
Contingencies	$ 5,900
Total	**$ 80,000**

Following installation of meters, costs will be associated with the monthly reading of meters and meter maintenance.

The annual cost of the Groundwater Monitoring Program is estimated at $100,000 and details of these cost estimates are shown in Table 2.

Table 2 On-going Monitoring Program Cost Estimates	
Activity	**Estimated Cost**
Water Level Monitoring Program	$ 12,500
Water Quality Monitoring Program	$ 38,200
Extraction Monitoring Program	$ 18,800
Inactive Well Capping/Sealing Program	$ 5,000
Documentation and Reporting	$ 14,700
Contingencies	$ 10,800
Total	**$ 100,000**

The DWR funds, as well as those funds provided by the agencies and cities, will be placed in an EMWD restricted account to be used only for the Monitoring Program costs. Any funds not used for the initial installation of meters (Table 1) or for the first year monitoring effort (Table 2) will be carried over and used for the next year's monitoring effort. Table 3 shows each agency's base production, percentage, and pro rata contribution.

Table 3 Cost Sharing Prior to Plan Implementation			
Agency	**Base Production (AF)**	**Percentage**	**Cost Contribution**
City of Hemet	6,320	19.6 %	$ 19,600
City of San Jacinto	4,031	12.5 %	$ 12,500
LHMWD.	11,063	34.2 %	$ 34,200
EMWD	10,869	33.7 %	$ 33,700
Totals	**32,283**	**100.0 %**	**$100,000**

10 ROLES AND RESPONSIBILITIES

Until the implementation of the Water Management Plan and formation of an organization to oversee the Watermaster's needs and requirements, the Cities of Hemet and San Jacinto, Lake Hemet Municipal Water District (LHMWD), and Eastern Municipal Water District (EMWD) have agreed to work as partners toward the implementation of the Groundwater Monitoring Program outlined in pervious sections, above. The roles of each entity, including the private groundwater producers, are summarized below.

10.1 EMWD's Role

EMWD is hereby appointed as the Monitoring Program Administrator for purposes of this Agreement. EMWD shall have the following responsibilities and shall be reimbursed for time expended on behalf of the Monitoring Program at EMWD's rate of salary, plus overhead, burden, and cost of materials:

- Continue efforts to acquire the $100,000 grant from DWR
- Develop financial plan amendments in the event of DWR $100,000 grant funding problems and/or expansion of the program to include surface water monitoring
- Prepare and submit invoices for each participant based on shares identified in Table 3, above, or any other amendments agreed upon by all participants
- Provide its pro rata share of the Monitoring Program costs based on estimates outlined in Table 3, above
- Establish a restricted account for the Monitoring Program
- Manage Monitoring Program funds and provide a quarterly status report on funds and expenditures
- Identify and conduct a survey of private wells within the Hemet/San Jacinto Management Area
- Work with the private well owners' Policy Committee Representatives to secure the private well owners' permissions
- Handle all aspects of meter procurement
- Organize, facilitate, and complete meter installations on private wells participating in the monitoring program
- Continue the well capping/sealing of the private wells as a means of protecting groundwater from contamination
- Provide field, administrative, and laboratory services
- Provide vehicle and equipment rentals for the program
- Hire outside consultants and/or resources if required
- Compile the data resulting from the monitoring program and enter it into the Regional Water Resources Database
- Develop an annual report documenting the field data for the Watermaster's use
- Develop a financing plan for the future program implementing

10.2 Cities of Hemet and San Jacinto and LHMWD's Role

Acting as partners in the Monitoring Program effort, the Cities of Hemet and San Jacinto and LHMWD shall have the following responsibilities:

- Provide water level, quality and extraction data on their respective individual wells to EMWD
- Provide their pro rata share of the Monitoring Program costs based on the estimates outlined in Table 3, above
- Assist EMWD staff in communicating with private well owners in their respective jurisdictions

10.3 Private Groundwater Producers' Policy Committee Representatives' Role

As the liaison between the private producers and the agencies and Cities, the Policy Committee Representatives are the main source of communication with the private producers during the startup stages of program implementation. The groundwater monitoring program described in this document relies on the private groundwater producers' Representatives to secure the well owner's permission (copy is attached) and to provide signed permission forms to EMWD.

10.4 Groundwater Monitoring Program Participants' Role

The Cities of Hemet and San Jacinto, and Lake Hemet Municipal Water District must provide the groundwater monitoring related data to EMWD in a timely manner. The private groundwater producers participating in the program should provide access to their wells in accordance with the agreed upon permission form (see attachment A for a copy of such permission form).

ATTACHMENT A

Hemet/San Jacinto Valley Groundwater Management Plan
Groundwater Monitoring Programs
Participation/Permission Statement

1. Well Owner□s Name_____
Address:

_____

Phone Number: Day_____ Evening _____
Well Location (Description, Street Address, Riverside Co. Assessor Parcel No., etc.):

_____

_____

State Well No. (if known): _____ Well Name_____

2. **Monitoring Program: Water Level and Water Quality Sampling**

_____ I hereby give permission for field personnel from Eastern Municipal Water District (EMWD), on behalf of the Management Plan, to sample my well for **(circle one);**

WATER LEVELS **WATER QUALITY** **BOTH**

I will provide access to the well for the sampling. I wish to receive copies of the water quality testing results and request that they be sent to the address above. In the event that the pump is not turned on for water quality sampling, EMWD will re-imburse the well owner for the energy cost to operate the pump for sampling. The time of sampling will be mutually agreed upon by the Well Owner and the EMWD Field Technician who will contact the Well Owner by telephone to arrange the time of sampling.

3. **Extraction Monitoring Program**

Check one:

_____ I have a meter on my well and hereby give permission for EMWD field personnel, on behalf of the Water Management Plan, to periodically read the meter.

_____ I do not currently have a meter on my well. I hereby give EMWD, on behalf of the Water Management Plan, permission to evaluate my well for suitability for inclusion in the program and, if suitable, to install a meter on the well at their expense and to periodically read the meter. I will receive copies of

the meter read upon request. The meter shall remain the property of EMWD and I will exercise care and caution while it is on my well.

4. **Non-interference**
Sampling, measurements, and readings will be conducted so as to not interfere with the Well Owners use of the well.

5. **Hold Harmless**
EMWD hereby agrees to indemnify and hold Well Owner harmless from any and all claims for damage to property or injuries to persons arising by reason of or in any manner connected with the operations covered by this Participation/ Permission Statement that are to be performed by the District or District's contractor, personnel or equipment. Such indemnification shall include attorneys' fees and court costs.

6. **Acknowledgement**
The Well Owner recognizes that the groundwater extraction data is collected as a result of these programs will be used to establish the basin yield as part of the Water Management Plan.

_____
Signature of Well Owner

_____
Date

_____
EMWD Field Technician

_____
Date

PRINCIPLES FOR WATER MANAGEMENT

1. Water Management Plan. These Principles, approved by the appropriate authority of each party, are intended to form the basis from which the parties will develop a Water Management Plan ("Management Plan") for the area described in Section 2. The Management Plan is being developed to ensure an adequate and reliable source of future water supply. The Management Plan is also intended to facilitate and accommodate a settlement of the claims of the Soboba Band of Luiseno Indians ("Soboba Tribe").

2. Management Area. The area included in the Management Plan consists of the Canyon Sub-basin and the San Jacinto Upper Pressure Sub-basin, downstream to Bridge Street, and the Hemet Basins ("Management Area"). The Management Area is shown upon the attached map.

3. Pumpers within the Management Area. The primary pumpers within the Management Area are: Eastern Municipal Water District ("Eastern"), Lake Hemet Municipal Water District ("Lake Hemet"), City of San Jacinto ("San Jacinto"), and City of Hemet ("Hemet") (individually

"Public Agency," collectively "Public Agencies"); the Soboba Tribe (not a Management Plan participant); and approximately 62 individual agricultural and other private pumpers who pump more than 25 acre-feet per year ("Private Pumpers").

4. Goals. The parties agree that the Management Plan shall incorporate and serve to implement the following goals:

A. Allowing for Future Urban Growth. The parties acknowledge that the Management Area will continue to experience residential, commercial, and industrial growth and development, and that existing water production and service systems will need to be expanded to meet this growth. It is estimated that at least 15,000 afy incremental water supply capacity over the existing base production rights of the Public Agencies must be dedicated to adequately serve this growth. The Management Plan should serve and provide a clear planning process so that each affected Public Agency will be able to meet these projected growth needs.

B. Water Quality Protection. Implementation of the Management Plan should protect and/or enhance Management Area water quality. However, implementation of certain elements of the Management Plan may cause limited localized water quality degradation. If such degradation impedes the then current beneficial use of any Public Agency in the Management Area, the Watermaster described in Section 22 ("Watermaster") shall implement appropriate mitigation measures to ensure water supply to the affected Public Agency and bear the associated costs. The standards for local water quality degradation shall be defined in the Management Plan.

C. Cost-Effective Management. The Management Plan should serve to support the pursuit of cost-effective water supply and water treatment by the Public Agencies, both individually and collectively.

D. Overdraft. The groundwater levels within the Management Area have generally been declining for a number of years, and the Management Area is presently in a condition of overdraft. It is recognized that the Management Plan will, within a reasonable period, eliminate groundwater overdraft and enhance operational yield by

implementing a combination of available water resources management elements. These elements include: reduction in native groundwater production; enhanced recharge with native, imported and/or recycled water; development of supplemental supplies such as imported and recycled water; and water conservation programs.

E. Monitoring. The Watermaster shall implement a monitoring program to ensure the Management Plan activities follow best management and engineering principles to protect Management Area water resources.

5. Public Agencies Base Production Rights.

A. The base production rights of Eastern, Lake Hemet and Hemet in the first year of the Management Plan shall be based upon their average production for calendar years 1995-1999. This period was chosen to reflect these Public Agencies' recent pumping, and shall determine their base production rights.

B. The base production right of San Jacinto in the first year of the Management Plan, shall be based upon its average production for calendar years 1995-1999, plus 500 afy. The 500 afy is added because San Jacinto's recent production does not reflect its historic production because of water purchases and other factors.

C. Pursuant to Section 21 below, for the life of the Management Plan, Hemet and San Jacinto shall each add an additional 900 afy to their base production rights. The additional 900 afy shall not be subject to reduction by the Watermaster as provided in Section 5.D and shall not be subject to any Administrative or Replenishment Assessments as provided in Section 6, or other fee or charge imposed under the Management Plan.

D. It is the goal of the Management Plan to adjust base production rights over time to a level consistent with the Watermaster's calculation of the Public Agencies' share of safe yield for the Management Area. Based on current information, it appears that the total reduction in base production rights will need to be approximately 35%. The ultimate reduction will be based on periodic demand, hydrology, recharge and

availability of imported water. In order to implement this reduction in a phased manner, each Public Agency's base production rights shall be subject to adjustment as follows:

(1) A 10% reduction from the base production rights in the first year of the Management Plan; and

(2) Until base production rights are consistent with the Public Agencies' share of safe yield, Watermaster shall determine the reductions in base production rights in each subsequent year of the Management Plan, to achieve this goal within 6 years of approval of the Management Plan. Each reduction shall not be more than 10% of the base production right of the prior year.

(3) Pursuant to Section 7(A)(2)(b), upon conversion of a Class B Participant's land from agricultural to a use that requires water service from a Public Agency, the Public Agency shall receive an increase in its base production rights equal to the adjusted base production right of the Class B Participant.

6. Public Agency Production Assessments. The Public Agency production will be subject to the following assessments:

A. An Administrative Assessment on each acre-foot pumped by a Public Agency up to its adjusted base production right. The parties contemplate that the Administrative Assessment will be $50.00 per acre-foot of water pumped in the first year of the Management Plan, and that such amount will thereafter be set by the Watermaster.

B. A Replenishment Assessment on each acre-foot pumped by a Public Agency in excess of its adjusted base production right equal to the cost of providing a like quantity of supplemental water to recharge the Management Area, including recharge losses. Pumping by a Public Agency in excess of its adjusted base production right in order to meet increasing demands is expected and permissible, provided that such excess extractions shall be subject to the Replenishment Assessment. The costs of providing a like quantity of supplemental water shall include the costs of water, O&M costs of the replenishment system, capital recovery and other administrative costs. Currently, the total of these cost items is estimated to be in the range

of $300 to $400 per acre-feet; the actual amount will reflect the costs at the time incurred.

7. Private Pumpers Water Rights. The Public Agencies recognize the overlying water rights of the Private Pumpers, and do not intend to take or adversely impact these rights without an agreement with the owner of such rights. The Management Plan will lay out alternatives for the retention, protection, or transfer of such rights, leaving selection of the alternative to the individual overlying water rights owner. A Private Pumper can elect not to participate in the Management Plan and not to formally acknowledge its existence. Such Pumpers shall be referred to herein as "Non-Participants"; such Pumpers shall continue to exercise whatever water rights they may hold under California law unaffected by the Management Plan. There is no intent to affect water use that is consistent with the historical use of the Private Pumpers. However, other pumpers under the Management Plan do not waive their rights to challenge new or expanded water rights. Non-Participants will not have the option of joining the program at a later date. The alternatives available to participants are as follows:

A. (1) Class A Participation. A Private Pumper can elect to sign a written agreement acknowledging the existence of the Management Plan. Such Pumper shall be a Class A Participant and shall be entitled to vote for and/or be elected to serve as the Private Pumper representative on the Management Plan's governing board or body described in Paragraph 22 below, but shall not otherwise be required to participate in the Management Plan implementation. A Class A Participant may, without any financial assessment by the Watermaster, pump from his/her/its property within the Management Area the amount of water that can be put to reasonable and beneficial use on the Pumper's land as may be authorized under California law. Class A Participants shall have the right to convert to Class B Participation during a grace period that shall end three (3) years after the effective date of the Management Plan, as approved by a judgment of the Superior Court for Riverside County, upon payment of the total assessments the Pumper would have paid had the Pumper elected to be a member of Class B from the outset, plus interest.

(2) Class B Participation. A Private Pumper can become a Class B Participant by electing to limit annual pumping to the Pumper's average annual production during the calendar years 1995 through

1999 and to pay replenishment assessments on amounts in excess of that average annual production. A Class B Participant shall enjoy the following benefits of Plan Participation:

a. Vote for and/or be elected to serve as the Private Pumper's representative on the Management Plan's Governing Board;

b. Upon conversion of Pumper's land from agricultural use to a use that requires water service from a participating Public Agency, Public Agency shall credit to the extent legally permissible, Pumper or Pumper's successor-in-interest's adjusted production right, using the formula in Section 5 towards satisfaction of any requirement then in effect for water supply assessment requirements. Furthermore, Pumper or Pumper's successor-in-interest shall be given a credit for Pumper's adjusted production right using the formula in Section 5 towards any fees associated with water supply that the Public Agency may then have in effect. The Public Agency serving the converted land shall receive a credit to its production right as set forth in Section 5.

c. To the extent the Pumper's land is not covered under Section 7(A)(2)(b), Pumper will be eligible to enter into a contract with the Management Plan, or a participating Public Agency, to sell for a defined period of time some portion of Pumper's adjusted production right, under terms and conditions mutually agreed upon by the Pumper and the Management Plan. Criteria used in consideration of such contract shall include:

(i) Management Plan's need to acquire additional water supplies to address Basin overdraft and recovery;

(ii) Submission of a water conservation plan, including use of in lieu water, by Pumper that will reasonably guarantee conservation of water that would otherwise be produced from the Basin;

(iii) Public policy considerations of local government jurisdictions, including economic and land use impacts of proposed water conservation plan.

B. In-Lieu Water Use. In the event a Private Pumper (or successor) receives recycled and/or imported water from a Public Agency to serve an overlying use in place of groundwater, or otherwise engages in an in-lieu program, the overlying water right of the Private Pumper (or successor) shall not be diminished by the receipt and use of such recycled and/or imported water or by engaging in an in-lieu program.

C. Well Monitoring. To become a Class A or B Participant, a Private Pumper shall authorize the metering of the Pumper's well(s) and the collection of groundwater level and quality data, and the reading thereof by Management Plan personnel. The metering and reading shall be at no cost to the Pumper, and the Pumper shall receive copies of the reports and information obtained upon request.

D. Future Production Participation. Any new Pumper after the effective date of the Management Plan, as approved by a judgment of the Superior Court for Riverside County, can only participate as a Class A Participant as described in Section 7A(1).

E. Replacement Wells. The redrilling of existing wells and the drilling of new wells to replace existing wells will not be considered new private production.

8. Capital Facilities. Each Public Agency shall continue to own its existing capital facilities for water management. However, capital facilities may be jointly constructed and owned by the Management Plan. Joint financing of such facilities may be funded by regional capital fees, loans and grants, contributions for storage by The Metropolitan Water District of Southern California ("Metropolitan") or other third-parties, and municipal bonds. Responsibility for the costs of any existing and future capital facility of the Management Plan should be apportioned among the Public Agencies based on relative benefit to be derived by each Public Agency. Any of the participating Public Agencies may propose projects to be included in the Management Plan to increase Management Area water supply. Such proposals, after evaluation by the Watermaster, shall be included or rejected. If the Watermaster chooses to reject the proposal, the proposing Public Agency may implement the rejected project as long as it does not significantly impact the implementation of the Management Plan and/or interfere with the ongoing production by the Public Agencies.

9. Soboba Tribe's Water Rights. The Soboba Tribe's water rights shall be determined as part of a settlement among the Soboba Tribe, the United States, Eastern, Lake Hemet and Metropolitan. Major points of the proposed settlement are:

A. The Soboba Tribe shall have a senior, prior right in the Canyon and San Jacinto Upper Pressure Sub-basins of 9000 afy, but its use shall be limited to a maximum of 4100 afy during the first 50 years after the effective date of the settlement.

B. The Soboba Tribe shall have the right to purchase replenishment water for use pursuant to the Principles of Settlement at the Management Plan replenishment rate.

C. The Soboba settlement provides that, among other things, Metropolitan will use its best efforts to deliver sufficient water to yield a 15-year average of 7,500 afy to the Management Plan until 2035 at its long-term interruptible rate (currently $233/af).

D. Subject to full funding of the settlement by the United States, the Management Plan shall pay the Soboba Tribe $10 million.

E. The Management Plan will also pay the Soboba Tribe $7 million. A Public Agency's payment of its share of this amount is optional, but in order to obtain the benefits of the low-cost Metropolitan water delivered pursuant to the settlement, a Public Agency shall pay its share of this amount.

F. The Management Plan will receive $10 million for capital improvements from the United States, and all unused Soboba Tribe water based on the Public Agency's participation in the payment in Section 9(E) above.

10. Implementation of These Principles. These Interim Principles for Water Management shall be used by the parties as a basis for the preparation of the Management Plan, and a stipulated judgment in a water rights adjudication. As explained below, the Management Plan shall be administered by the Watermaster. The Watermaster will be under the continuing jurisdiction of the Court.

11. Assessment Program. The assessment program contemplated by the Management Plan shall be administered by the Watermaster subject to the governance provisions herein. All payments shall be made to the Watermaster and shall be maintained in a separate restricted fund. All assessments shall be used exclusively to acquire imported, recycled or Metropolitan water for the recharge of the Management Area, and for the facilities and operational and administrative expenses associated with the assessment and recharge programs. Subject to Management Plan approval, assessments may also be used by affected parties to acquire and deliver water for direct use by the parties, in lieu of pumping.

12. Replenishment Program. The replenishment program contemplated by the Management Plan shall also be administered by the Watermaster. The program shall include: the acquisition of supplemental water supplies (including imported, recycled and Soboba Tribe water); the expenditure of assessments; the recharge of the Management Area; and the construction and operation of all necessary facilities, including but not limited to, development of surface and sub-surface percolation and injection facilities. Priority for replenishment will be based on an equitable

apportionment of available replenishment water among the sub-basins after full consideration of: the Public Agency's participation in the payment in Section 9(E) above; the Management Area conditions; water demands; the availability of storage capacity to accommodate the recharge of natural flows; the availability of appropriate conveyance facilities; and the availability of replenishment or imported water. The Watermaster is encouraged to take advantage of surplus imported water that occasionally may be available at low cost, and to use available assessment funds to bank such recharge against future pumping in excess of adjusted production rights.

13. Rights to Groundwater. Groundwater in the Management Area may occur from: natural recharge; spreading operations of natural flows; replenishment with imported, recycled or Metropolitan water acquired with assessment funds; or in-lieu recharge programs financed with assessment funds. All such groundwater shall be available to support the pumping of the parties as allowed herein, and shall not be the property of any individual party, subject to the provisions of Section 14.

14. Storage Rights. The parties recognize that unused storage capacity exists in the Management Area, and the Management Plan contemplates that this capacity will be managed conjunctively with available imported and recycled water supplies. Subject to availability of the Management Plan fund for assessments and unused storage capacity as determined by Watermaster, the Management Area will be recharged and water stored therein when such supplies are available, and drawn upon by the Public Agencies in dry years when such supplemental water supplies may not be available. In addition, unused storage capacity as determined by Watermaster may be used for "put and take" operations of recycled or imported water that is paid for by any party to the Management Plan provided that:

A. Such operations do not interfere with the rights of any other pumper, or with the use of the storage capacity for recharge and storage under the Management Plan;

B. Water available for recharge is purchased first, as needed, for the Management Plan;

C. Later recovery of stored water shall exclude losses; and

D. Such recovered water may be used anywhere within the service area of the party.

Any conjunctive use programs for the benefit of territory outside of the Management Area shall be subject to the governance provisions herein. Any storage, conjunctive use programs by third parties or in-lieu recharge programs financed with assessment funds shall be subject to the governance provisions herein.

15. Spreading Operations. The Public Agencies shall independently or jointly operate their respective facilities to maximize the existing spreading and recharge operations of natural flow in the Management Area.

16. Recharge Water Quality. Consistent with Section 4(E) above all water used to replenish any sub-basin in the Management Area shall meet the Regional Water Quality Control Board requirements, and may be used in any sub-basin where such requirements are met.

17. Recharge Losses. The accounting for storage recharge of the Management Area shall not include any water that escapes therefrom and migrates downstream beyond the Management Area. Losses will be calculated based upon best engineering principles.

18. Recycled Water. The use of recycled water can be of substantial benefit in providing additional water in the Management Area. Each Public Agency may implement a recycled water program, including the ownership, operation and construction of all necessary facilities, and the application for and administration of any loan or grant applications. The Management Plan will support loan or grant applications, and the Public Agencies will work to integrate recycled water into the Management Plan to the extent economically feasible while meeting regulatory standards. Subject to existing recycled water contracts, the Management Plan will have a first right of refusal to purchase excess recycled water for recharge. Priority shall be given to Management Area recharge for the use of recycled water which originates therefrom.

19. Export. The Public Agencies may export water outside the Management Area, on a temporary basis, upon approval by the Watermaster.

However, any water exported shall be replenished with an appropriate amount of similar or better quality water as determined by Watermaster. Also, water exports by the Public Agencies shall not interfere with the Management Plan or any other Public Agency's operations. The Management Plan will set forth the specific criteria for the export of water, including, but not limited to, conjunctive use programs.

20. Credits. Recharge credits documented before the Management Plan shall be calculated pursuant to the Management Plan. Future recharge credits shall be established by replenishment of water or by not exercising the full, adjusted base production right, and shall be calculated pursuant to the Management Plan.

21. Tunnel Seepage, Stream Diversions, Fruitvale To resolve Eastern's use of Tunnel seepage, Lake Hemet's stream diversions and Eastern's use of Fruitvale water, 900 afy shall be added to Hemet's adjusted base production and 900 afy shall be added to San Jacinto's adjusted base production right as discussed in Section 5 above. This is intended to provide Hemet and San Jacinto a fair share of water from these disputed issues.

22. Governance. The Management Plan will be administered by a Watermaster as follows:

A. The governing board of the Watermaster shall consist of one elected official from each of the Public Agencies and one Private Pumper representative selected by the Private Pumpers who participate in the Management Plan. Each member shall have one vote.

B. The Watermaster's duties shall include: determining safe yield; determining replenishment needs; determining annual adjusted base production rights; purchasing and selling imported and recycled water; constructing future capital facilities; establishing assessment rates; initiating necessary conservation and drought management measures; and implementing other responsibilities identified in the Management Plan documents.

Dated: 1/28, 2004.

EASTERN MUNICIPAL WATER DISTRICT

By: _____

Dated: FEB. 23, 2004.

LAKE HEMET MUNICIPAL WATER DISTRICT

By: _____

Dated: _____, 2004.

CITY OF HEMET

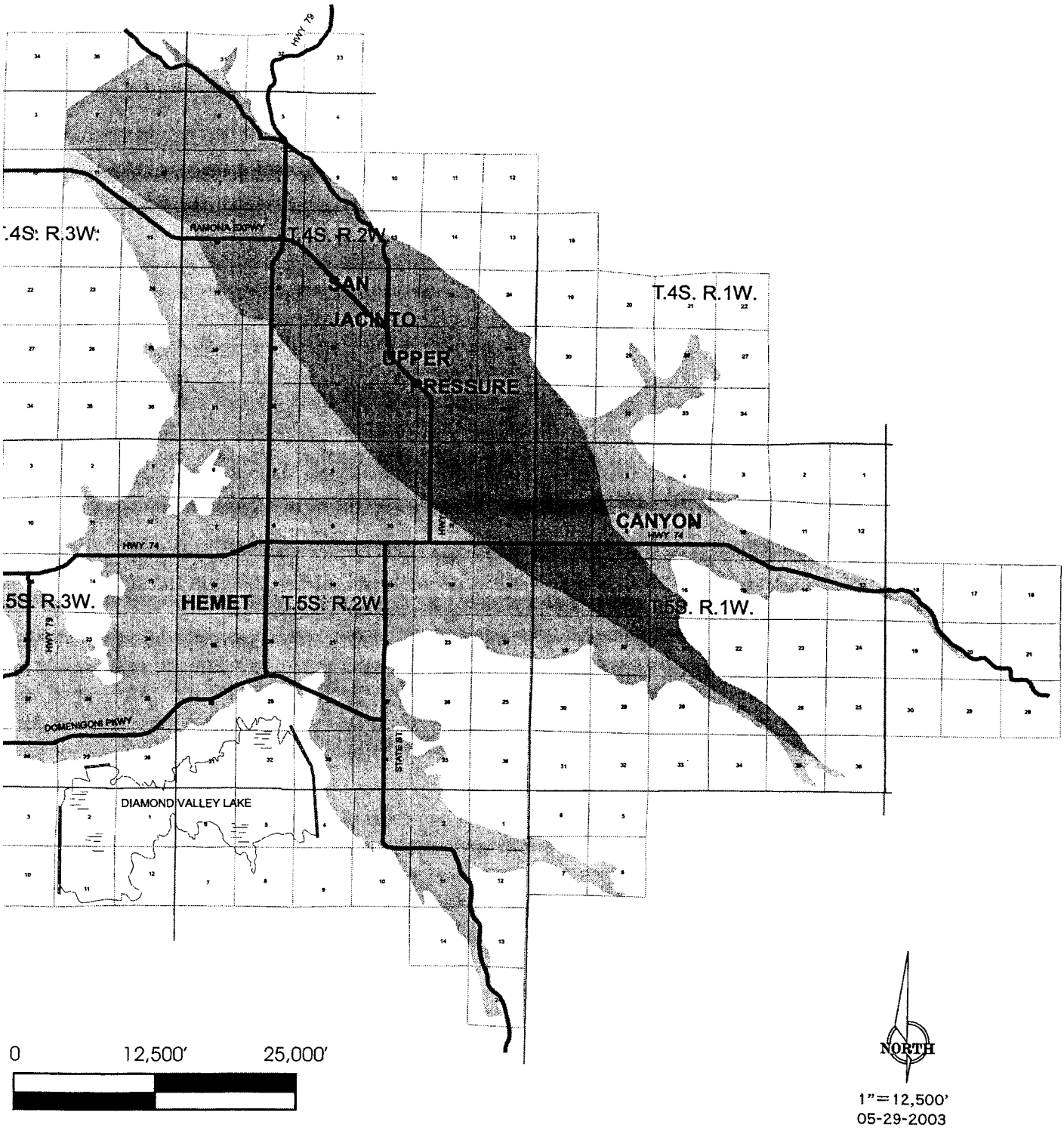
By: _____

Dated: 2-23, 2004.

CITY OF SAN JACINTO

By: _____

MANAGEMENT AREA



MEMORANDUM OF UNDERSTANDING

INTERIM WATER SUPPLY PLAN

UPPER SAN JACINTO SUB-BASINS

This Memorandum Of Understanding; Interim Water Supply Plan, Upper San Jacinto Sub-Basins ("MOU"), is hereby entered into this 1st day of April, 2004 by and between the EASTERN MUNICIPAL WATER DISTRICT, a California municipal water district ("EMWD"), LAKE HEMET MUNICIPAL WATER DISTRICT, a California municipal water district ("LHMWD"), CITY OF HEMET, a California general law city ("Hemet"), and CITY OF SAN JACINTO, a California general law city ("San Jacinto"), (collectively referred to hereinafter as the "Parties"), based on the following facts:

RECITALS

A. The Parties have entered into that "Memorandum of Understanding to Work Cooperatively to Promote Conjunctive Use Projects and Programs in Upper San Jacinto River Basins" dated June 19, 2001 (the "Conjunctive Use MOU"). The purpose of the Conjunctive Use MOU is to encourage cooperation among the Parties to facilitate and support local groundwater management efforts and conjunctive use programs particularly those that could increase dry-year water supplies, within the safe-yield and without the overdraft of San Jacinto groundwater basins.

B. The Parties have also entered into that "Agreement to Develop a Groundwater Monitoring Program in the Hemet/San Jacinto Management Area" dated _____ 2003 ("GWM Program"). The purpose of the GWM Program is to measure and monitor groundwater levels to assist in the accurate evaluation of conditions of overdraft and the evaluation of operational safe yield in the Hemet/San Jacinto Management Area.

C. Furthermore, in February of 2004, the Parties each approved a statement of principles entitled "Principles for Water Management" (the "PWM") with regard to the Hemet and San Jacinto Basins. The PWM establishes the framework from which the Parties will develop a Water Management Plan for the Hemet and San Jacinto Basins.

D. The Conjunctive Use MOU and the PWM recognize that the Parties, individually and collectively, have an interest in managing and preserving the ground and surface water resources within the Hemet and San Jacinto Basins in order to alleviate an escalating condition of overdraft within those Basins.

E. Through the ongoing GWM Program conducted by the Parties, it has been discovered that well levels within certain portions of the Canyon and Intake sub-areas of the San Jacinto Basin ("Upper San Jacinto Sub-Basins") have declined more than the Parties had originally projected. This fact suggests that the condition of overdraft in the Upper San Jacinto Sub-Basins may be deteriorating more rapidly than anticipated,

making a collective effort to address the situation prudent prior to establishment of the Water Management Plan.

F. Therefore, in furtherance of the goals stated in the Conjunctive Use MOU and the PWM, it is the purpose and intent of the Parties in entering into this MOU to provisionally address the deteriorating situation by providing interim stabilization of the Upper San Jacinto Sub-Basins through the application of approximately 6,000 acre feet of direct and indirect groundwater recharge during calendar year 2004. To implement this goal, the Parties pledge to undertake the following actions during the calendar year 2004.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the Parties do hereby enter into this Memorandum of Understanding setting forth their pledges, commitments, understandings and appropriate limiting conditions, as follows:

ARTICLE 1.0 - EMWD's PLEDGES AND CONDITIONS

1.1 **Pledges by EMWD**. Subject to the conditions set forth in Section 1.2, EMWD pledges the following:

1.1.1 Purchase and Recharge of Water. EMWD will contribute up to Eight Hundred Eighty Three Thousand Dollars and No Cents ($883,000.00) for the acquisition, transportation, operations, and recharge of imported water into the Upper San Jacinto Sub-Basins. EMWD will coordinate and cooperate with LHMWD and MWD regarding the acquisition of imported water. EMWD understands and agrees that it will implement the transportation and recharge of the purchased imported water into the Upper San Jacinto Sub-Basins using its existing conveyance and spreading facilities within the Management Area.

1.1.2 Restriction on Conveyances and Exports. EMWD will use its best efforts to eliminate flows from San Jacinto Basin to the Homeland and Juniper flats area during July, August, and September 2004, and will eliminate the use of any conveyance water during the 2004 calendar year in the Menifee Area. EMWD will not otherwise export any water intended for groundwater recharge, or made available due to groundwater recharge, in the Upper San Jacinto Sub-Basins during the 2004 calendar year. In addition, EMWD will pursue construction of Reach 16 to deliver recycled water to the Heartland Area and will investigate water supply contingency plans.

1.2 **EMWD's Conditions**. The pledges of EMWD stated in Section 1.1 are subject to the following conditions:

1.2.1 Optimizing Capacity. That the Parties cooperate with EMWD's efforts to optimize its delivery capacity during the months of July, August, and September 2004, by refraining, to the extent feasible, from exercising their rights to

delivery of Entitlement Water and/or Excess Water ("Fruitvale Water") under EMWD's Improvement District No. 24 program as provided in those agreements between the Parties individually and EMWD ("Fruitvale Agreements"). It is understood and agreed that any Party's cooperation with such effort by EMWD will not result in a loss, waiver, abrogation or diminishment of their contract rights under the Fruitvale Agreements or such other rights as the Party may have to purchase and receive Fruitvale Water.

1.2.2 Compliance by Other Parties. That each other party use its best efforts in good faith to perform and fulfill their respective pledges as expressed in Sections 2.1, 3.2, and 4.2.

1.3 **Acceptance of Other Parties' Conditions**. EMWD hereby accepts each other Party's conditions on their respective pledges.

1.4 **Cooperation with Other Parties**. EMWD agrees to cooperate with the other Parties to reasonably facilitate each Party's performance of their pledge, to share information and to regularly meet and confer concerning implementation of this MOU as part of the regularly scheduled meetings of the Groundwater Policy Committee or such sub-committee as the Policy Committee shall designate from time to time.

ARTICLE 2.0 - LHMWD'S PLEDGES AND CONDITIONS

2.1 **Pledges by LHMWD**. Subject to the conditions set forth in Section 2.2, LHMWD pledges the following:

2.1.1 Purchase and Recharge of Water. LHMWD will contribute up to Eight Hundred Twenty-eight Thousand Dollars and No Cents ($828,000.00) for the acquisition, transportation, operations, and recharge of imported water into the Upper San Jacinto Sub-Basins. LHMWD will coordinate and cooperate with EMWD and MWD regarding the acquisition of imported water. LHMWD understands and agrees that EMWD will implement the transportation and recharge of the purchased imported water into the Upper San Jacinto Sub-Basins using its existing conveyance and spreading facilities within the Management Area.

2.1.2 Optimizing Capacity. LHMWD will cooperate with EMWD's efforts to optimize EMWD's delivery capacity during the months of July, August, and September 2004, by refraining during such months, to the extent feasible, from exercising their rights to delivery of Entitlement Water and/or Excess Water ("Fruitvale Water") under EMWD's Improvement District No. 24 program as provided in those agreements between the Parties individually and EMWD. It is understood and agreed that LHMWD's cooperation with such effort by EMWD will not result in a loss, waiver, abrogation or diminishment of LHMWD's contract rights under the Fruitvale Agreements or such other rights as LHMWD may have to purchase and receive Fruitvale Water.

2.2 **LHMWD's Conditions**. The pledges of LHMWD stated in Section 2.1 are subject to the following conditions:

2.2.1 Emergency Production of Water. In the event LHMWD experiences an emergency loss of water production capacity or is otherwise unable to satisfy its municipal demand through the use of its own facilities, as determined by the LHMWD, LHMWD reserves the right to exercise its rights to delivery of Fruitvale Water during the months of July, August and September 2004 and shall pay EMWD the standard rate for Fruitvale Water, for amounts delivered within LHMWD's entitlement. For amounts required by LHMWD and delivered by EMWD over the entitlement amount, LHMWD shall pay EMWD's then current wholesale water rates.

2.2.2 Restriction on Conveyance Water and Exports. That EMWD use its best efforts to eliminate flows from San Jacinto Basin to the Homeland and Juniper flats area during July, August, and September 2004, and to eliminate the use of any conveyance water during the 2004 calendar year in the Menifee Area. EMWD will not otherwise export any water intended for groundwater recharge, or made available due to groundwater recharge, in the Upper San Jacinto Sub-Basins during the 2004 calendar year.

2.2.3 Preservation of Fruitvale Water Rights. Notwithstanding LHMWD's pledge to not exercise its entitlements to purchase and receive Fruitvale Water during July, August and September 2004, such pledge and non-exercise shall not be construed by the Parties or any of them as a waiver, failure to exercise, or other abrogation of LHMWD's rights under the Fruitvale Agreements or Fruitvale Adjudication and such rights shall be preserved, survive without diminishment, and remain valid and in full force and effect.

2.2.4 Compliance by Other Parties. That each other party use its best efforts in good faith to perform and fulfill their respective pledges as expressed in Sections 1.1, 3.2, and 4.2.

2.3 **Acceptance of Other Parties' Conditions**. LHMWD hereby accepts each other Party's conditions on their respective pledges.

2.4 **Cooperation with Other Parties**. LHMWD agrees to cooperate with the other Parties to reasonably facilitate each Party's performance of their pledge, to share information and to regularly meet and confer concerning implementation of this MOU as part of the regularly scheduled meetings of the Groundwater Policy Committee or such sub-committee as the Policy Committee shall designate from time to time.

ARTICLE 3.0 - HEMET'S PLEDGES AND CONDITIONS

3.1 **Acknowledgement of Conditions**. Hemet acknowledges the need of the Parties to cooperatively minimize the impacts on water resources in the Upper San Jacinto Sub-Basins. The Parties acknowledge that groundwater resources and well levels surrounding Hemet's water production facilities in the Hemet Basin have not experienced the same rate of decline, as have facilities of the Parties in the San Jacinto Basin. The Parties further acknowledge that Hemet's temporary reallocation of production from the Upper San Jacinto Sub-Basins to the Hemet Basin, as stated in

Section 3.2.1 [Reallocation of Water Production], is provided by Hemet as a means of cooperating with, and providing benefit to, the other Parties to address the conditions in the Upper San Jacinto Sub-Basins. The Parties also acknowledge that Hemet's temporary reallocation of production will not adversely impact the rights, interests, or facilities of the other Parties, and will not unreasonable contribute to the overdraft of the Hemet Basin.

3.2 **Pledges by Hemet**. Subject to the conditions set forth in Section 3.3, Hemet pledges the following:

3.2.1 Reallocation of Water Production. Hemet will reduce its water production and/or receipt from the Upper San Jacinto Sub-Basins during calendar year 2004 by a total of 1072 acre feet. The reduction will be accomplished by: (i) reducing groundwater production from Hemet wells No. 6 and No. 9, by approximately 300 acre feet over the 2004 calendar year; and (ii) by foregoing the exercise of its right to receive deliveries of Entitlement Water or Excess Water ("Fruitvale Water") – currently 772 acre feet -- under EMWD's Improvement District No. 24 program as provided in that Agreement between Hemet and EMWD dated June 13, 1972 ("Fruitvale Agreement") during calendar year 2004. Hemet will off-set this decrease in water production and/or receipt with an increase in groundwater production from Hemet's new or existing facilities in the Hemet Basin.

3.2.2 Optimizing Capacity. Hemet will cooperate with EMWD's efforts to optimize EMWD's delivery capacity during the months of July, August, and September 2004, by refraining during such months, to the extent feasible, from exercising its rights to delivery of Entitlement Water and/or Excess Water ("Fruitvale Water") under EMWD's Improvement District No. 24 program as provided in those agreements between the Parties individually and EMWD ("Fruitvale Agreements"). It is understood and agreed that Hemet's cooperation with such effort by EMWD will not result in a loss, waiver, abrogation or diminishment of Hemet's contract rights under the Fruitvale Agreements or such other rights as Hemet may have to purchase and receive Fruitvale Water.

3.3 **Hemet's Conditions**. The pledge's of Hemet stated in Section 3.2 are subject to the following conditions:

3.3.1 Emergency Production of Water. In the event Hemet experiences an emergency loss of water production capacity, or is otherwise unable to satisfy its municipal demand from its own facilities, as determined by the Hemet Water District, Hemet shall be entitled to increase water production from Hemet Well No. 6 and No. 9, or receive Fruitvale Water during the duration of the emergency. Hemet's pledge to reallocate water production as provided in Section 3.2 shall be reduced by the same amount. However, Hemet shall contribute an amount of funds equal to the acre feet of water produced multiplied by EMWD's then current wholesale water rate for the acquisition of replacement water.

3.3.2 Preservation of Water Lease Obligations. Hemet has an obligation to produce one hundred (100) acre feet of water per year each from Well No. 6 and Well No. 9. Notwithstanding anything to the contrary in Section 3.2, Hemet shall be entitled to produce such amounts from these wells. Hemet anticipates that it will be able to meet both its pledged reduction and its lease obligations.

3.3.3 Preservation of Fruitvale Water Rights. Notwithstanding Hemet's pledge to not exercise its entitlements to purchase and receive Fruitvale Water during calendar year 2004, such pledge and non-exercise shall not be construed by the Parties or any of them as a waiver, failure to exercise, or other abrogation of Hemet's rights under the Fruitvale Agreements or Fruitvale Adjudication and such rights shall be preserved, survive without diminishment, and remain valid and in full force and effect.

3.3.4 Restriction on Conveyance Water and Exports. That EMWD use its best efforts to eliminate flows from San Jacinto Basin to the Homeland and Juniper flats area and to eliminate the use of any conveyance water during the 2004 calendar year in the Menifee Area. EMWD will not otherwise export any water intended for groundwater recharge in the Upper San Jacinto Sub-Basins during the 2004 calendar year.

3.3.5 Compliance by Other Parties. That each other party use its best efforts in good faith to perform and fulfill their respective pledges as expressed in Sections 1.1, 2.1, and 4.2.

3.4 **Acceptance of Other Parties' Conditions**. Hemet hereby accepts each other Party's conditions on their respective pledges.

3.5 **Cooperation with Other Parties**. Hemet agrees to cooperate with the other Parties to reasonably facilitate each Party's performance of their pledge, to share information and to regularly meet and confer concerning implementation of this MOU as part of the regularly scheduled meetings of the Groundwater Policy Committee or such sub-committee as the Policy Committee shall designate from time to time.

ARTICLE 4.0 - SAN JACINTO'S PLEDGES AND CONDITIONS

4.1 **Acknowledgement of Conditions**. San Jacinto acknowledges the need of the Parties to cooperatively minimize the impacts on water resources in the Upper San Jacinto Sub-Basins.

4.2 **Pledges by San Jacinto**. Subject to the conditions set forth in Section 4.3, San Jacinto pledges the following:

4.2.1 Pledge of Future Credits. San Jacinto pledges 243 acre feet (the current equivalent of $78,260 at the import water rate of $322) of future recharge credits that are anticipated to accrue to San Jacinto pursuant to Section 20 of the Principles For Water Management. San Jacinto's recharge credits will be reduced by 243 acre feet once accrued. Another Party may purchase these credits from the

Watermaster for $78,260, which amount will then be applied to the 2004 interim recharge program.

4.2.2 Optimizing Capacity. San Jacinto will make a good faith effort to cooperate with EMWD's efforts to optimize EMWD's delivery capacity during the months of July, August, and September 2004, by refraining, to the extent feasible in its sole discretion, from exercising its rights to delivery of Entitlement Water and/or Excess Water ("Fruitvale Water") under EMWD's Improvement District No. 24 program as provided in those agreements between the Parties individually and EMWD ("Fruitvale Agreements"). It is understood and agreed that San Jacinto's cooperation with such effort by EMWD will not result in a loss, waiver, abrogation or diminishment of San Jacinto's contract rights under the Fruitvale Agreements or such other rights as San Jacinto may have to purchase and receive Fruitvale Water.

4.3 **San Jacinto's Conditions**. San Jacinto's pledges as stated in Section 4.2 are subject to the following conditions:

4.3.1 Emergency Production of Water. In the event San Jacinto experiences an emergency loss of water production capacity or is otherwise unable to satisfy its municipal demand through the use of its own facilities, as determined by the San Jacinto, San Jacinto reserves the right to exercise its rights to delivery of Fruitvale Water during the months of July, August and September 2004 and shall pay EMWD the standard rate for Fruitvale Water, for amounts delivered within San Jacinto's entitlement. For amounts required by San Jacinto and delivered by EMWD over the entitlement amount, San Jacinto shall pay EMWD's then current wholesale water rates.

4.3.2 Preservation of Fruitvale Rights. Notwithstanding San Jacinto's pledge to not otherwise exercise its entitlements to purchase and receive Fruitvale Water during July, August and September 2004, such pledge and non-exercise shall not be construed by the Parties or any of them as a waiver, failure to exercise, or other abrogation of San Jacinto's rights under the Fruitvale Agreement or Fruitvale Adjudication and such rights shall be preserved, survive without diminishment, and remain valid and in full force and effect.

4.3.3 Restriction on Conveyances and Exports. That EMWD use its best efforts to eliminate flows from San Jacinto Basin to the Homeland and Juniper flats area and will eliminate the use of any conveyance water during the 2004 calendar year in the Menifee Area. EMWD will not otherwise export any water intended for groundwater recharge in the Upper San Jacinto Sub-Basins during the 2004 calendar year.

4.3.4 Compliance by Other Parties. That each other party use its best efforts in good faith to perform and fulfill their respective pledges as expressed in Sections 1.1, 2.1, and 3.2.

4.4 **Acceptance of Other Parties' Conditions**. San Jacinto hereby accepts each other Party's conditions on their respective pledges.

4.5 **Cooperation with Other Parties**. San Jacinto agrees to cooperate with the other Parties to reasonably facilitate each Party's performance of their pledge, to share information and to regularly meet and confer concerning implementation of this MOU as part of the regularly scheduled meetings of the Groundwater Policy Committee or such sub-committee as the Policy Committee shall designate from time to time.

ARTICLE 5.0 - MISCELLANEOUS PROVISIONS

5.1 **Term**. This MOU shall terminate, unless extended by the mutual agreement of the Parties memorialized in writing, on December 31, 2004.

5.2 **Costs & Expenses**. The Parties shall bear the costs of implementing their own pledges, and shall bear their own costs and expenses otherwise participating in this MOU.

5.3 **Authority**. The individuals executing this Agreement on behalf of the Parties and the instruments referenced on behalf of the Parties represent and warrant that they have the legal power, right and actual authority to bind the Parties to the terms and conditions hereof and thereof.

5.4 **Counterpart Originals**. This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

5.5 **Effective Date**. This MOU has become effective among and between the Parties on the date by which each Party's governing board or council has approved the MOU and the authorized representative of each Party has executed the MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date and year first above written.

EASTERN MUNICIPAL WATER DISTRICT

By: _____

Its: GENERAL MANAGER

LAKE HEMET MUNICIPAL WATER DISTRICT

By: _____

Its: GENERAL MANAGER

CITY OF HEMET

By: _____

Steve Temple, City Manager

ATTEST:

By: _____

Stephen Clayton
City Clerk

Approved as to Form:

By: _____

Eric S. Vail
Assistant City Attorney for the City of Hemet

CITY OF SAN JACINTO

By: _____

Peter A. Cosentini, City Manager

ATTEST:

_____

Dorothy L. Chouinard, City Clerk

Approved as to Form:

By: _____

City Attorney for the City of San Jacinto
Best Best & Krieger LLP

MEMORANDUM OF UNDERSTANDING

PREPARATION OF WATER MANAGEMENT PLAN FOR THE HEMET/SAN JACINTO MANAGEMENT AREA

This Memorandum Of Understanding: Preparation of Water Management Plan for the Hemet/San Jacinto Management Area ("MOU"), is hereby entered into this 17th day of June, 2004 by and between the EASTERN MUNICIPAL WATER DISTRICT, a California municipal water district ("EMWD"), LAKE HEMET MUNICIPAL WATER DISTRICT, a California municipal water district ("LHMWD"), CITY OF HEMET, a California general law city ("Hemet"), and CITY OF SAN JACINTO, a California general law city ("San Jacinto"), (collectively referred to hereinafter as the "Parties"), based on the following facts:

RECITALS

A. Groundwater in the Hemet/San Jacinto Management area has been, and will remain, a significant source of water for the people and agribusiness of Riverside County providing an invaluable contribution to the local economy and public good. As a result, the Parties have acknowledged their collective interest in the management of local water resources within the Hemet/San Jacinto Management area.

B. In furtherance of this collective interest, the Parties entered into that "Memorandum of Understanding to Work Cooperatively to Promote Conjunctive Use Projects and Programs in Upper San Jacinto River Basins" dated June 19, 2001 (the "Conjunctive Use MOU"). The purpose of the Conjunctive Use MOU is to encourage cooperation among the Parties to facilitate and support local groundwater management efforts and conjunctive use programs particularly those that could increase dry-year water supplies, within the safe-yield and without the overdraft of San Jacinto groundwater basins.

C. In the cooperative spirit of the Conjunctive MOU and with assistance from the State Department of Water Resources, the parties engaged in several rounds of policy discussions and technical investigations into suitable methods to alleviate the overdraft, manage long term water supplies, and provide for demands of growth. As the result of these efforts, the Parties each approved a statement of principles entitled "Principles for Water Management" (the "Principles") in February 2004 with regard to the Hemet and San Jacinto Basins. The Principles established the framework from which the Parties agreed to develop a Water Management Plan for the Hemet and San Jacinto Basins.

D. The intent of this MOU is to provide for the creation of the Water Management Plan ("WMP") called for in the Principles, to appoint Eastern Municipal Water District as the Contract Administrator for preparation of the WMP, and to establish an equitable mechanism for funding the WMP by the Parties.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the Parties do hereby enter into this Memorandum of Understanding setting forth their pledges, commitments, understandings and appropriate limiting conditions, as follows:

ARTICLE 1.0 AGREEMENT TO UNDERTAKE WMP

1.1 **Cooperation**. The Parties agree that the WMP shall be timely undertaken and completed in accordance with this MOU. In order to ensure the timely and efficient completion of the WMP within the budget described in this MOU, the Parties agree to cooperate with and amongst each other, to share information necessary for the preparation of the WMP, and to take such other reasonable actions as may be necessary for the timely completion of the WMP, provided such actions do not result in additional costs to the Parties.

1.2. **Scope of Work**. The WMP shall be prepared in accordance with the Scope of Work attached hereto and incorporated herein by reference as Attachment 1 (hereinafter referred to as the "Scope of Work"). The Scope of Work defines the extent of the WMP, the tasks necessary for its completion, assigns responsibility for those tasks, and outlines the basic content of each constituent section.

1.3. **Consultant**. The Parties agree that the WMP shall be prepared by an independent contractor, except for those sections which the Scope of Work designates will be prepared by EMWD or the Parties collectively. The Parties agree that Water Resources & Information Management Engineering, Inc, (hereinafter "WRIME") is hereby selected to be the independent contractor principally responsible for undertaking and completing the Scope of Work. However, it is contemplated that WRIME will subcontract with, or EMWD will enter into separate contracts with, GEOSCIENCE, Support Services, Inc., and Stetson Engineering (hereinafter collectively referred to as "Subconsultants") for certain work identified in the Scope of Work. Subconsultants shall serve as consultants for WRIME with regard to performance of the Scope of Work and shall not serve as consultants for Hemet or San Jacinto or their attorneys for performance of the Scope of Work.

1.4. **Project Cost**. The Parties agree that the amount to be paid to WRIME and Subconsultants for undertaking and completing the Scope of Work shall not exceed that amounts reflected on the WMP Budget attached hereto and incorporated herein by reference as Attachment 2. The WMP Budget reflects a total, not to exceed, project cost of $180,894 ("Total Project Cost"). The Parties agree that the approximately $16,869 remaining in the budget for the Hemet/San Jacinto Groundwater Association ("GWA") and the approximately $20,000 remaining in the budget for the Integrated Water Management Plan ("IWMP") shall be reprogrammed and allocated toward payment of the Total Project Cost. After application of these funds, a cost of $144,025 remains to be funded by and apportioned among the Parties ("Adjusted Project Cost"). The Adjusted

Project Cost excludes individual expenses of the Parties regarding for their own review, comment, and approval of the WMP as well as expenses of EMWD in preparing sections of the WMP for which the Scope of Work indicates it is principally responsible.

ARTICLE 2.0 OBLIGATIONS OF THE PARTIES

2.1 **Funding of WMP**. Each of the Parties individually agrees to fund up to their apportioned share of the Adjusted Project Cost as determined in Article 3.0 "Apportionment of Cost" and to pay such share in a lump sum payment within thirty (30) calendar days of receipt of an invoice from EMWD, provided that EMWD invoices the parties in July of 2004 or thereafter in accordance with Attachment 3.

2.2 **Administration of Contract**. EMWD hereby agrees to act as the contracting agency for the preparation of the WMP. In this regard, EMWD shall enter into and execute the appropriate contract(s) with WRIME and the Subconsultants to perform the Scope of Work for an amount not to exceed the Project Cost. EMWD shall also perform the duties set forth in Attachment 3.

ARTICLE 3.0 APPORTIONMENT OF COST

3.1. **Method of Apportionment**. The Parties agree to apportion the Adjusted Project Cost among themselves based on each Party's pro rata share of the total base production of all the Parties as determined by the Hemet/San Jacinto Policy Committee and shown below:

Apportionment of Adjusted Project Cost (*900 af credit taken out)			
Agency	**Base Production (AF)**	**Percentage**	**Cost Contribution**
City of Hemet*	5,420	17.7 %	$ 25,492
City of San Jacinto*	3,131	10.3 %	$ 14,835
LHMWD.	11,063	36.3 %	$ 52,281
EMWD	10,869	35.7 %	$ 51,417
Totals	**30,483**	**100.0 %**	**$144,025**

ARTICLE 4.0 MISCELLANEOUS PROVISIONS

4.1 **Term**. This MOU shall terminate, unless extended by the mutual agreement of the Parties memorialized in writing, upon acceptance of the completed WMP by the governing boards of each of the Parties, provided the Consultant has been fully paid for the Scope of Work and has released the Parties, and each of them, from any claims for further or additional compensation for the Scope of Work.

4.2 **Ownership of Documents**. The WMP together with all data, information, materials and reports (including electronically or digitally stored materials) produced in the preparation of the WMP shall become the joint property of the Parties upon acceptance of the WMP.

4.3 **Individual Costs & Expenses**. Except for the costs and expenses which the Parties have collectively agreed to fund as provided in Article 3.0 "Apportionment of Funding" of this MOU, any cost or expense incurred any one of the Parties with regard to the WMP or its review or approval, shall remain the sole cost and expense of the incurring Party.

4.4 **Authority**. The individuals executing this Agreement on behalf of the Parties and the instruments referenced on behalf of the Parties represent and warrant that they have the legal power, right and actual authority to bind the Parties to the terms and conditions hereof and thereof.

4.5 **Counterpart Originals**. This Agreement may be executed in original counterparts, which together shall constitute a single agreement.

4.6 **Effective Date**. This MOU has become effective among and between the Parties on the date by which each Party's governing board or council has approved the MOU and the authorized representative of each Party has executed the MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date and year first above written.

EASTERN MUNICIPAL WATER DISTRICT

By: _____
_____, General Manager

LAKE HEMET MUNICIPAL WATER DISTRICT

By: _____
ROBERT V. LINDQUIST, JR., General Manager

[additional signatures on following page]

CITY OF HEMET

By: _____
Steve Temple, City Manager

ATTEST:

By: Sarah McComas
for ~~Stephen Clayton~~ Sarah McComas
Deputy City Clerk

Approved as to Form:

By: Julie Biggs
~~Eric S. Vail~~ Julie H. Biggs
Assistant City Attorney

CITY OF SAN JACINTO

By: Peter A. Cosentini
Peter A. Cosentini, City Manager

ATTEST:

By: Dorothy L. Chauinard
City of San Jacinto
City Clerk

Approved as to Form:

By: Robert Hargreaves
Robert Hargreaves, Bert Rostz Manager
City Attorney

ATTACHMENT 1

(Scope of Work)

ATTACHMENT 1

(Scope of Work)

ATTACHMENT 1

(Scope of Work)

Hemet/San Jacinto Groundwater Management Area
Water Management Plan
SCOPE OF WORK

April 23, 2004

Introduction

The Stakeholders in the Hemet/San Jacinto Groundwater Management Area are working to develop a strong foundation to guide and support responsible water management throughout the management area well into the future. The central component of this foundation is to be a Water Management Plan (WMP). The representatives of the stakeholders (Eastern Municipal Water District, Lake Hemet Municipal Water District, Cities of Hemet and San Jacinto, and Private Water Producers) in the Policy Committee (PC) have recently agreed on and signed the Principles for Water Management (Principles) in the basin. In addition, the Stakeholders are working with the Soboba Tribe and the Federal Government to develop a Settlement Agreement that would address past water use practices in the basin and make provision for the water rights of the Soboba Tribe. The Settlement Agreement would provide sufficient legal and technical basis for future water supplies for the Tribe.

The Principles are the basis from which the parties will develop a WMP for the area. The representatives of the stakeholders in the Technical Committee (TC) have provided the proper technical analysis, foundations, and recommendations to the PC so that the PC members can make technically sound decisions. The Department of Water Resources (DWR) has entered into a Memorandum Of Understanding (MOU) to provide financial, technical, and facilitation support to the Stakeholders, so that a long-term sustainable groundwater management plan is developed by the local stakeholders for the basin. To meet its MOU obligations, the DWR staff and Consultant have provided appropriate technical and engineering support to the TC and PC. The Principles are established in-lieu and in anticipation of further guidance that may be provided by a stipulated judgment of the court established to resolve outstanding groundwater issues.

The work performed to-date have been related to development of the Basin Assessment Report (BAR), the Integrated Water Management Plan (IWMP), and to lay the foundations for the WMP, which includes:

- Review and Analysis of Fruitvale production records and conveyance water practices
- Operational Yield Study (Jan 2003)
- Assessment of Historical and Projected Land and Water Use Data (TM 1- June 2003)

- Description of Preferred Potential Conjunctive Use Projects (TM 2 – May 2003)
- Identification and screening of recharge sites and projects
- Preliminary screening of recharge sites for modeling analysis
- Modeling of the recharge sites and their effectiveness to enhance groundwater levels in each subarea

Additional work has been performed by the local agencies that will be used as part of the supporting analysis and documents for development of the Water Management Plan. These are:

- Development of San Jacinto Watershed Groundwater Model for EMWD
- Report on Feasibility Analysis of the San Jacinto River Recharge & Extraction Project
- Draft Environmental Impact Report (To be published in April 2004)

In addition, as part of the IWMP, the following work is under study by local stakeholders and/or by the Consultants:

- Water Supply Reliability
- Conjunctive Use Analysis
- Water Supply Contingency Plan
- Groundwater Monitoring Plan
- Regional Water Resources Database
- Feasibility analysis of Cienega and Fairview Ponds for Recharge

Additional work is required to develop a WMP to support the Settlement Agreement, implement the Principles, and manage the available supply consistent with the agreements and any court ordained requirements. The program to make the Principles effective needs to be designed to integrate approaches for implementation of demand side solutions, non- structural management solutions, and to establish priorities for new water supply capital facilities.

The Water Management Plan document to be produced as part of this Scope of Work will be an agreed upon guideline for existing and projected general conditions of the basin, as well as overview of the planned facilities at various stages to meet the future water supply needs in the basin. Additional detail studies will be required to evaluate the individual projects and/or groups of projects to meet the water needs in the basin.

Scope of Work

The following scope of work is intended to support preparation of the Hemet/San Jacinto Groundwater Management Area Water Management Plan (WMP) Report as currently conceived in the DRAFT outline dated March 15, 2004.

In order to complete the WMP document on time and within the limited budget, the consultant team (WRIME, Stetson, Geoscience) will be working closely with the management and staff of the agencies, as well as the legal team to ensure proper coordination and communication, appropriate analysis, and quality work product.

The activities required to develop the WMP are grouped in the following Tasks:

Task 1. Refinement of Safe Yield Analysis

The purpose of this task is to pull together the information with regards to groundwater basin safe yield estimates made in the past, refine the methodology used to estimate the safe yield of the basin, and develop an appropriate methodology and estimate for the safe yield of the basin.

The following will be performed:

- Collect and document previous safe yield studies; and
- Refine and document safe yield estimate;

WRIME will be responsible to perform this Task with Geoscience performing the review of methodology.

Task 2. Analysis of Groundwater Quality Conditions

The purpose of this task is to document the general water quality conditions using existing and available data, including known or potential sources of degradation that could pose a risk to groundwater and potentially reduce the available groundwater supply. The water quality data available in electronic formats will be aggregated from various sources; each source and the data quality will be documented. An inventory of water quality issues will be developed, and water quality standards and objectives consistent with the Regional Water Quality Control Board Basin Plan will be presented.

The following will be performed:

- Collect historical groundwater quality data. This includes surface water data from various sources, including the RWQCB and USGS.
- Map and identify known degraded sites. Identify sites that could impact groundwater quality. This includes current and known remediation and treatment program sites and other sites contained in the existing DHS drinking source water assessments program (DSWAP) mapping database.
- Identify water quality constraints. Using maps, tables, and graphs current water quality conditions.

WRIME will be responsible to perform this Task with Geoscience performing the review of methodology.

Task 3. Preparation of DRAFT Water Management Plan Document

The purpose of this task is to collect the information and analysis performed as part of other past studies, as well as Tasks 1 and 2 of this Scope of Work, and to prepare the draft of the WMP document. The outline of the WMP document as discussed and approved by the attorneys is attached as Exhibit A. Following is a brief description of each major section of the WMP along with preliminary assumptions that would be considered in the write-up.

Executive Summary

This section will present an executive summary of the WMP document. The section will present the general findings of the plan supported by appropriate graphics, as necessary. *WRIME will be responsible for this section, and it will be approximately 5 pages.*

3.1. Introduction

This section will include the overview of the Plan, and discuss the goals of the WMP. The introduction will be brief and will lay out the background to the plan development and its intended use. *WRIME will be responsible for this section, and it will be approximately 2 pages.*

3.2. Management Plan Framework

This section will introduce the Management Plan participants with a brief history and background on each organization, including role of the State; discuss the geographic boundaries of the sub-basins in the management area; provide a brief discussion of the past agreements and past related activities leading to the WMP. Appropriate GIS maps will be produced to assist in presentation of the material. *WRIME will be responsible for this section, and it will be approximately 5 pages.*

3.3. State of The Basin

The purpose of this task is to establish the historical and existing conditions of the groundwater basin. This will assist in development of baseline conditions in the future for analysis of alternative water management plan options. Consultant will describe existing physical settings, key planning assumptions, review historical, current, and forecasted conditions, using existing studies and data; this includes basin geology and sub-basin boundaries, basin hydrology, rainfall, surface water, basin groundwater levels, basin recharge conditions, and groundwater quality conditions. Majority of the information for this section is available from previous work efforts, other than the discussion on groundwater quality, which will depend on some past reports, but mostly on the work performed under Task 2. *WRIME will be responsible for this section, and it will be approximately 25*

pages. Geoscience and Stetson will provide support and overview on this Task.

3.4. Existing Water Supplies

This task will include review of the previous reports and investigations describing the status of water supplies to each stakeholder agency. This section of the document will explain in general terms the sources of water supply, average annual historical amount of each supply, and trends for future availability of water supplies for each stakeholder. There will be no analysis of water supply conditions or forecasting of the reliability of supplies as part of this Task. Appropriate GIS maps will be produced to assist in presentation of the materials. *WRIME will be responsible for this section, and it will be approximately 10 pages.*

3.5. Groundwater Rights

This task will primarily rely on the information provided by the attorneys and EMWD on the base groundwater production rights for the public agencies, private producers, and the Soboba Tribe. This section of the document will reference legal or other documents that cite the groundwater rights and responsibilities of each stakeholder, describe the methodology used for development of base production rights, and schedule for adjustments of such rights.

*The Legal Team **(Firm or person)** will be responsible to author this section. Stetson will review and coordinate to ensure proper context is developed. WRIME will be responsible for technical editorial and insertion into the WMP document.*

This section will be approximately 5 pages.

3.6. Surface Water Rights

This section describes the surface water rights of both LHMWD and EMWD based on information provided by the attorneys, as well as how these rights are to be preserved in the WMP and as part of the Principles.

*The Legal Team **(Firm or person)** will be responsible to author this section. Stetson will review and coordinate to ensure proper context is developed. WRIME will be responsible for technical editorial and insertion into the WMP document.*

This section will be approximately 1-2 pages.

3.7. Other Soboba Tribe Settlement Requirements

This section will provide description of requirements for the settlement of the Tribe water rights issues, including discussions on any financial obligations, responsibilities in providing water to the Tribe when it cannot produce water

from the basin, as well as issues with respect to groundwater quality limitations on the recharge water in the Canyon sub-basin. This section will rely to a large extent on the Draft Environmental Impact Report (DEIR) document, as well as other information provided by EMWD and/or LHMWD. No additional information and/or data collection or analysis of data will be done as part of this Task.

*The Legal Team **(Firm or person)** will be responsible to author this section. Stetson will review and coordinate to ensure proper context is developed. WRIME will be responsible for technical editorial and insertion into the WMP document.*

This section will be approximately 5 pages.

3.8. Institutional Plan

EMWD is the leading stakeholder in developing the institutional plan. This information will be developed, discussed, and agreed upon in the by the agency managers, attorneys, and consultants. The information will be synthesized and documented by EMWD and included as part of this section of the document. Minor coordination and editorial effort needed to include this section in the document.

EMWD will be responsible to author this section. EMWD will be responsible to coordinate with the CAM, TC and PC members to ensure that the approach, content, and documentation is agreed upon by the Stakeholders and/or their representatives. All graphics, charts, and tables will be developed by EMWD. WRIME will be responsible for technical editorial to ensure consistency with the remaining sections of the document, as well as insertion into the WMP document.

This section will be approximately 10 pages.

3.9. Water Supply Plan Elements

The purpose of this task is to develop section 9 of the WMP document. This task includes review of the past documents, including the Basin Assessment Report (BAR), Integrated Water Management Plant (IWMP) Technical Memoranda, and DEIR for the Integrated Recharge and Recovery Program (IRRP), synthesis of the information, and documentation of the various water supply elements for the WMP.

No new information and/or analysis will be made as part of this Task. It is assumed that the information is available in the existing documents to be provided by EMWD.

WRIME will be responsible for this section, with overview by Geoscience and Stetson. This section will be approximately 10 pages.

3.10. Future Water Supply Projects

The purpose of this task is to develop section 10 of the WMP document. This task includes review of the recently developed documents in the Basin Assessment efforts and the IWMP Technical Memoranda, as well as the DEIR for the IRRP to synthesis the information on planned and potential water supply projects. There will be no additional analysis, studies, and/or information collection on these projects; the document will solely rely on the past work performed, summarize the information, and to the extent possible will identify future work plans needed to move these projects forward.

No new information and/or analysis will be made as part of this Task. It is assumed that the information is available in the existing documents to be provided by EMWD.

WRIME will be responsible for this section, with overview by Geoscience and Stetson. This section will be approximately 10 pages.

3.11. Financial Plan

EMWD is the leading stakeholder in developing the financial plan. This information will be developed, discussed, and agreed upon in the by the agency managers, attorneys, and consultants. The information will be synthesized and documented by EMWD and included as part of this section of the document. Minor coordination and editorial effort needed to include this section in the document.

EMWD will be responsible to author this sections. EMWD will be responsible to coordinate with the CAM, TC and PC members to ensure that the approach, content, and documentation is agreed upon by the Stakeholders and/or their representatives. All graphics, charts, and tables will be developed by EMWD. WRIME will be responsible for technical editorial to ensure consistency with the remaining sections of the document, as well as insertion into the WMP document.

This section will be approximately 15 pages.

3.12. Implementation Plan

EMWD is the leading stakeholder in developing the implementation plan. This information will be developed, discussed, and agreed upon in the by the agency managers, attorneys, and consultants. The information will be synthesized and documented by EMWD and included as part of this section of the document. Minor coordination and editorial effort needed to include this section in the document.

EMWD will be responsible to author this sections. EMWD will be responsible to coordinate with the CAM, TC and PC members to ensure that

the approach, content, and documentation is agreed upon by the Stakeholders and/or their representatives. All graphics, charts, and tables will be developed by EMWD. WRIME will be responsible for technical editorial to ensure consistency with the remaining sections of the document, as well as insertion into the WMP document.

This section will be approximately 10 pages.

Task 4. Production and distribution of draft WMP document

4.1. Draft WMP Document

This task includes the effort needed to produce the WMP draft document, including word-processing, technical editorial, and production of the report. Electronic copies of the document version in MS Word format will be distributed for comment.

4.2. Final WMP Document

This task includes efforts to incorporate the comments on the draft report, and finalizing the document. Fifteen hard copies of the report, along with electronic copy in PDF version will be submitted.

Task 5. Coordination Meetings and Project Management

This task includes project management time to coordinate the work performed under this scope with the stakeholder agencies as well as other team members, including subconsultants. This task also includes time to attend the following coordination meetings:

- Up to two (2) TC Meetings to discuss the methodology and results of Tasks 1 and 2
- Up to two (2) PC meetings to present the findings of the WMP
- Up to four (4) CAM meetings to coordinate with the CAM members on the development of the WMP document and its relation and coordination with the Settlement Agreement, Stipulated Judgment, and the Principles.

Task Responsibilities

In order to ensure proper coordination and identify clear responsibilities for authorship of various sections of the document, Table A presents the responsible person(s) for each task and/or subtask.

Table A- Task Responsibility

Task	Lead	Support & Review	
1	WRIME	Stetson, Geoscience	
2	WRIME	Stetson, Geoscience	
3			
3.1	WRIME	Stetson, Geoscience	
3.2	WRIME	Stetson, Geoscience	
3.3	WRIME	Stetson, Geoscience	
3.4	WRIME	Stetson, Geoscience	
3.5	Legal Team	Stetson, WRIME	
3.6	Legal Team	Stetson, WRIME	
3.7	Legal Team	Stetson, WRIME	
3.8	EMWD	WRIME	
3.9	WRIME	Stetson, Geoscience	
3.10	WRIME	Stetson, Geoscience	
3.11	EMWD	WRIME	
3.12	EMWD	WRIME	
4	WRIME	Stetson, Geoscience	
5	N/A		

Estimated Cost

Table B presents the estimated cost to perform the water quality analysis, safe yield analysis, and complete the WMP document. The detail hours and billing rates are included in a supporting spreadsheet table.

Table B- Estimated Budget

Task	Budget
1- Safe Yield Analysis	$14,540
2- Water Quality Inventory	$18,852
3- WMP Preparation	$90,890
4- Document Preparation	$21,476
Ten Percent Contingency for Tasks 1-4	$14,562
5- Project Management, Coordination, and Meetings	$20,560
Project Management	*$3,680*
Coordination with Agencies	*$1,990*
2 TC Meetings	*$4,990*
2 PC Meetings	*$3,300*
4 CAM Meetings	*$6,600*
Total	**$180,894**

ATTACHMENT 2

(WMP Budget)

ATTACHMENT 2

(WMP Budget)

ATTACHMENT 2

(WMP Budget)

Hemet/San Jacinto Groundwater Management Area
Water Management Plan
ESTIMATE OF COST
23-Apr-04

Task	Subtask/ Chapter	Description	Ali	Steve	Dennis	LHMWD Consultant	Financial Consultant	Matt	Super-vising	Senior	Associate	Assistant	GIS	Graphics/ CAD	Admin/ Secy	ODC	Cost
		Hourly Labor Rate	*$175*	*$175*	*$175*	*$175*	*$175*	*$160*	*$150*	*$135*	*$120*	*$90*	*$98*	*$80*	*$50*	*$1*	
1	**Refinement of Safe Yield analysis**		**8**	**0**	**12**	**0**	**0**	**6**	**0**	**0**	**72**	**16**	**0**	**0**	**0**	**$0**	**$14,540**
1	1	Collect and document previous safe yield studies									8						$960
1	2	Refine and document safe yield estimate	4					2			64						$8,700
1	5	Review Safe Yield Analysis	4		12			4				16					$4,880
2	**Analysis of groundwater quality conditions**		**4**	**0**	**8**	**0**	**0**	**18**	**0**	**0**	**96**	**0**	**24**	**0**	**0**	**$0**	**$18,852**
2	1	Collect historical groundwater quality data[1]	2					4			40						$5,790
2	2	Map and identify known contamination sites						4			16		16				$4,128
2	3	Identify water quality constraints	2		8			10			40		8				$8,934
3	**Preparation of draft Water Management Plan Document**		**136**	**54**	**32**	**0**	**0**	**86**	**0**	**0**	**286**	**0**	**20**	**0**	**40**	**$0**	**$90,890**
3		Executive Summary	40	4	4			24			8				4		$13,400
3	1	Introduction	24	2	2			2			8				4		$6,380
3	1.1	*Overview of Management Plan*															
3	1.2	*Water Management Plan Goals*															
3	2	Management Plan Framework	4	2	2			2			16		8		2		$4,524
3	2.1	*Management Plan Participants*															
3	2.2	*Management Area*															
3	2.3	*Previous Agreements and Institutional Bodies*															
3	2.4	*Activities Related to management of the GW Basins*															
3	3	State of the Basin	16	8	8			12			128		12		4		$24,256
3	3.1	*Basin Geology and Boundaries*	1								4		1				
3	3.2	*Basin Hydrology*	1								4		1				
3	3.3	*Basin Groundwater Conditions*	1								12		1				
3	3.4	*Basin Surface Water Conditions*	1								4		1				
3	3.5	*Key WQ Constituents of Concern*	1					2			8						
3	3.6	*GW Quality Conditions*	4					4			40		4				
3	3.7	*SW Quality Conditions*	2					2			16		4				
3	3.8	*Imported Quality Conditions*	1					2			8						
3	3.9	*Reclaimed Quality Conditions*	1					2			8						
3	3.10	*Current Water Demands*	1								4						
3	3.11	*Estimates of Safe Yield and Overdraft*	1								16						
3	3.12	*Projected Water Demands*	1								4						
3	4	Existing Water Supplies	4	2	2			8			24				2		$5,660
3	5	Groundwater Rights	4	12	2						4				2		$3,730
3	5.1	*Public Agencies Base Production Rights*															
3	5.2	*Private Pumpers Production Rights*															
3	5.3	*Soboba Tribe Water Rights*															
3	6	Surface Water Rights	4	4	2						4				2		$2,330
3	6.1	*LHMWD's Diversion Rights*															
3	6.1	*EMWD's Diversion Rights*															

Hemet/San Jacinto Groundwater Management Area
Water Management Plan
ESTIMATE OF COST

23-Apr-04

Task	Subtask/ Chapter	Description	Ali	Steve	Dennis	LHMWD Consultant	Financial Consultant	Matt	Super-vising	Senior	Associate	Assistant	GIS	Graphics/ CAD	Admin/ Secy	ODC	Cost
		Hourly Labor Rate	*$175*	*$175*	*$175*	*$175*	*$175*	*$160*	*$150*	*$135*	*$120*	*$90*	*$98*	*$80*	*$50*	*$1*	
3	7	**Other Soboba Tribe Settlement Requirements**	8	12	2						10				2		$5,150
3	7.1	*Financial Obligations*									2						
3	7.2	*Settlement of All Water Rights Claims*									2						
3	7.3	*Water Purchases from MWD*									2						
3	7.4	*Plan Obligations to Supply Water to Soboba Tribe*									2						
3	7.5	*Quality Limits on Canyon Sub-basin recharged water*									2						
3	8	**Institutional Plan**	8	1	1			2			12				4		$3,710
3	8.1	*Watermaster*															
3	8.2	*Technical Committee*															
3	9	**Water Supply Plan Elements**	4	2	2			16			24				4		$7,040
3	9.1	*Replenishment*															
3	9.2	*Direct Delivery of Imported Water*															
3	9.3	*Direct Delivery of Recycled Water*															
3	10	**Future Water Supply Projects**	4	2	2			16			24				2		$6,940
3	10.1	*Planned Water Supply Projects*															
3	10.2	*Potential Water Supply Projects*															
3	11	**Financial Plan**	8	1	1			2			12				4		$3,710
3	11.1	*Administrative Assessments*															
3	11.2	*Replenishment Assessments*															
3	11.3	*Payment of $10 million to Tribe*															
3	11.4	*Receiving of $10 million from Federal Government*															
3	11.5	*Payment of $7 million for Unused Water*															
3	11.6	*Operational Expenses*															
3	11.7	*Capital Improvement Expenses*															
3	12	**Implementation Plan**	8	2	2			2			12				4		$4,060
3	12.1	*Administrative Responsibility*															
3	12.2	*Operational Responsibility*															
3	12.3	*Ownership of Facilities*															
3	12.4	*Capital Improvement Responsibility*															
4		**Production and distribution of draft WMP document**	8	14	14	16	0	26	0	0	36	0	2	20	32	$500	$21,476
4	1	**Draft WMP Document (electronic copy only)[2]**						1			4			12	16		$2,400
4		**Draft document review**		12	12	16											$7,000
4		**Address Comments on DRAFT Document**	4	2	2			24			16		2				$7,356
4	2	**Final WMP Document[3]**	4					1			16			8	16	$500	$4,720
		10% Contingency on performing the project work	16	7	7	2	0	14	0	0	49	2	5	2	7	$50	$14,576
5		**Coordination and Meetings and Project Management**	82	0	0	0	0	0	0	0	28	0	0	0	12	$2,250	$20,560
5		**Project management**	16								4				8		$3,680
5		**Coordination with Agencies**	2								12				4		$1,990
5		**2 TC Meetings**	16								12					$750	$4,990
5		**2 PC Meetings**	16													$500	$3,300
5		**4 CAM Meetings**	32													$1,000	$6,600
		Total	254	75	73	18	0	150	0	0	567	18	51	22	91	$2,800	$180,894

1 Data is assumed to be readily available in electronic form from local, state, and federal sources including RWQCB and USGS
2. Draft documents will be delivered electronically
3. 15 copies of 150-page documents with some color figures
4. 2 TC, 2 PC, and 4 CAM meetings in Perris/Hemet for Ali, 1 TC and 4 CAM meetings for Dennis and Steve in Perris/Hemet

ATTACHMENT 3

(EMWD Role and Responsibilities)

EMWD ROLE AND RESPONSIBILITIES

In furtherance of the goals and objective established in the Principles of Water Management and prior to the formation of an organization to oversee the Watermaster's needs and requirements, the Cities of Hemet and San Jacinto, Lake Hemet Municipal Water District (LHMWD), and Eastern Municipal Water District (EMWD) have agreed to work as partners toward the preparation of the Water Management Plan outlined in the Memorandum of Understanding to which this document is attached.

EMWD is hereby appointed as the Contract Administrator for purposes of preparation of the Water Management Plan ("WMP"). EMWD shall have the following responsibilities:

- Continue efforts to acquire grants from DWR as may be applicable to preparation of the WMP.
- Prepare and submit invoices for each participant based on shares identified in the MOU, above, or any other amendments agreed upon by all participants.
- Provide its pro rata share of the WMP Adjusted Project Costs based on estimates outlined in the MOU.
- Establish a restricted account for the WMP funds.
- Manage WMP funds and provide a quarterly status reports on funds and expenditures.
- Contract with WRIME and/or GEOSCIENCE and Stetson Engineers as necessary to procure preparation of the WMP as provided in the MOU.
- Administer the contract(s) for preparation of the WMP, interface with and monitor the work of the consultants retained.
- Provide quarterly status reports to the Policy Committee Representatives on WMP preparation and completion.
- Prepare the sections of the WMP identified in the MOU for which EMWD has been designated as responsible.
- Hire additional outside consultants and/or resources if required, provided any additional expenses for preparation of the WMP over and above the Adjusted Project Cost shall be submitted to the contributing parties for their prior approval and agreement as to allocation of costs.