

**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:

<b>Cost Sharing Prior to Plan Implementation</b>			
<b>Agency</b>	<b>Base Production (AF)</b>	<b>Percentage</b>	<b>Cost Contribution</b>
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
<b>Totals</b>	<b>32,283</b>	<b>100.0 %</b>	<b>\$100,000</b>

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.

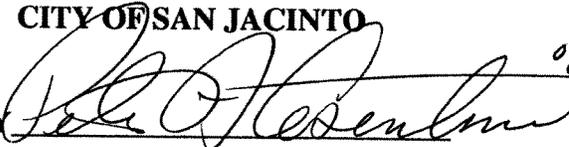
**CITY OF HEMET**

DATE 9/13/03

BY   
City Manager

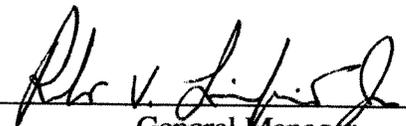
**CITY OF SAN JACINTO**

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

**AGREEMENT TO IMPLEMENT THE 2005 WATERSHED  
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 Policy and Technical Committees was formed in June of 2001 to identify programs needed to improve groundwater resources management in the area.
6. The AGENCIES developed and implemented a groundwater monitoring program for the year 2004 for the accurate evaluation of groundwater changes within the Hemet/San Jacinto Management area.
7. The AGENCIES are interested in the continuation of the groundwater monitoring program for the accurate evaluation of water resources in the Hemet/San Jacinto Management area.
8. The AGENCIES are interested in overseeing the current USGS surface water monitoring program for better evaluation of the recharge into the Hemet/San Jacinto Management area.
9. The AGENCIES have determined that implementation of a watershed monitoring program which consists of groundwater and surface water monitoring is necessary for the accurate evaluation of the safe yield of the Hemet/San Jacinto Management area.

**B – The Purpose of this Agreement:**

1. Conduct a Watershed Monitoring Program which consists of groundwater and surface water monitoring in the Hemet/San Jacinto Management area for year 2005.
2. Appoint Eastern Municipal Water District as the Monitoring Program Administrator.
3. Establish an equitable funding mechanism to collect the corresponding shares of each entity to fund the Monitoring Program for 2005.

**II. COVENANTS**

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

**A Watershed Monitoring Program:**

The AGENCIES and other private groundwater producers in the area hereby will implement a Watershed Monitoring Program during 2005.

**B Roles and Responsibilities of the AGENCIES:**

The AGENCIES shall continue the duties as performed during implementation of the Groundwater Monitoring Program in 2004 and oversee the surface water monitoring conducted by U.S. Department of Interior - Geological Survey (USGS).

**C Monitoring Program Costs:**

A total of \$112,000 is estimated to be required for the operation of the watershed monitoring program during 2005. This amount includes participation in a cooperative surface water monitoring program with USGS in addition to the groundwater monitoring program conducted during 2004. Contingencies and uncertainties associated with such monitoring programs are also included in this amount.

**D Cost Sharing of the Monitoring Program:**

Until the full implementation of the Water Management Plan, the AGENCIES will share the Watershed Monitoring Program costs based on their base groundwater production percentages that are subject to assessments as determined by the Hemet/San Jacinto Policy Committee and shown below:

<b>Cost Sharing For 2005</b>				
<b>Agency</b>	<b>Base Production (AF)</b>	<b>Production subject to Assessment</b>	<b>Percentage</b>	<b>Cost Contribution</b>
<b>City of Hemet</b>	<b>6,320</b>	<b>5,420</b>	<b>17.8%</b>	<b>\$ 19,900</b>
<b>City of San Jacinto</b>	<b>4,031</b>	<b>3,131</b>	<b>10.3%</b>	<b>\$ 11,500</b>
<b>LHMWD.</b>	<b>11,063</b>	<b>11,063</b>	<b>36.3%</b>	<b>\$ 40,700</b>
<b>EMWD</b>	<b>10,869</b>	<b>10,869</b>	<b>35.7%</b>	<b>\$ 39,900</b>

Totals	32,283	30,483	100.0%	\$ 112,000
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If the above costs increase by more than 10%, the AGENCIES shall meet and confer on the cost allocation amendment.

**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.

**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 1/26/05

BY   
City Manager

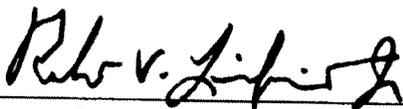
**CITY OF SAN JACINTO**

DATE 1-12-05

BY  00  
City Manager

**LAKE HEMET MUNICIPAL  
WATER DISTRICT**

DATE JAN. 12, 2004

BY   
General Manager

**EASTERN MUNICIPAL WATER DISTRICT**

DATE Jan 19, 2005

BY   
General Manager