

AGREEMENT ON THE IMPLEMENTATION OF THE INTEGRATED REGIONAL WATER MANAGEMENT PLAN

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2008 by and between the Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, Antelope Valley State Water Contractors Association, (“Association”), City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, Rosamond Community Services District, and Los Angeles County Waterworks District No. 40, Antelope Valley, (collectively, the “parties”):

RECITALS

- A. On or about January 9, 2007, the parties entered into a Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation (“MOU”) under the California Water Code Division 6, Part 2.2, known as the *Integrated Regional Water Management Planning Act of 2002* (the “Act”).
- B. The parties desire to agree to further actions in furtherance of implementing the Integrated Regional Water Management Plan (IRWMP) adopted by all of the parties.

NOW, THEREFORE, the parties agree as follows:

1. The parties to this Agreement shall be known as and referred to as the Regional Water Management Group (RWMG). If approved by all parties, new entities may join the RWMG by executing this Agreement and agreeing to bound by the terms hereof.
2. Entities that are not members of the RWMG may contribute funding or in-kind services to support the activities of the RWMG without becoming signatories to this Agreement.
3. Each party shall designate a representative and an alternate to attend meetings, work with representatives of the other parties and to formulate proposed actions by the RWMG. Any party may change designated representatives as desired or necessary by notification to the other parties.

4. Representatives of the RWMG shall do the following:
 - a) Designate a person to serve as the central point of contact for the representative of the RWMG and as chairperson at any meetings.
 - b) Hold public meetings to allow interested members of the public to meet, share ideas and be updated on actions taken by the parties to implement the IRWMP. People who attend these meetings may be referred to as the Stakeholder Group.
 - c) Promote regional cooperation among its members to implement the IRWMP.
 - d) Gather, compile, and manage data, as defined in the IRWMP.
 - e) Develop proposals for the voluntary funding of cooperative efforts to implement the IRWMP. The ideas and suggestions of the Stakeholder Group shall be considered in the development of such proposals.
 - f) Develop a list of short-term implementation objectives. The ideas and suggestions of the Stakeholder Group shall be considered in the development of such implementation objectives.
 - g) Prepare and/or deliver progress reports and proposed updates to the IRWMP.
 - h) Identify and recommend to the governing bodies of the parties that applications be submitted for appropriate funding opportunities.
 - i) Formulate proposals to retain and pay consultant(s) to prepare updates to the IRWMP, to prepare grant applications or to perform other services necessary to further the IRWMP. Implementation of any such proposal would require the prior written approval of each party in the form of a written resolution adopted by the governing body of each party and a written amendment to this Agreement specifying which entity would retain the consultant and manage the contract, the costs and how such costs would be divided among the parties. A sample resolution and amendment are attached hereto as Exhibits 1 and 2. If any party so desired, the governing body of that party may adopt a resolution delegating authority to its representative to execute such amendments to this Agreement.
4. Each party shall provide and share with other parties, all necessary and relevant information, data, studies, and/or documentation in its possession which is not exempt from disclosure under the California Public Records Act or otherwise privileged and confidential..
5. Each party shall review and comment on draft and final versions of technical reports, grant applications, and revisions or addendums to the IRWMP within

twenty-one (21) calendar days from the date of receipt of those documents from their representative.

6. Each party shall consider for adoption final versions of IRWMP revisions or addendums within forty-five (45) calendar days from the date of receipt of the document.
7. Each party shall work together in a spirit of cooperation, collaboration, and mutual respect, with the overall goal bringing the highest possible benefit for the Antelope Valley as a hydrologic region.
8. This Agreement shall be executed in duplicate originals, one for each Party, each of which duplicate original shall be deemed to be an original, but all of which shall constitute one and the same agreement.

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

ANTELOPE VALLEY-EAST KERN WATER AGENCY

BY

APPROVED AS TO FORM:

By
Legal Counsel

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

PALMDALE WATER DISTRICT

By
General Manager

APPROVED AS TO FORM:

By
Legal Counsel --

DRAFT

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

QUARTZ HILL WATER DISTRICT

By: Allen Flick, Sr.
Board President

APPROVED AS TO FORM:

By: Brad Weeks, Esg.,
Legal Counsel

DRAFT

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

LITTLE ROCK CREEK IRRIGATION DISTRICT

By:

APPROVED AS TO FORM:

By
Legal Counsel

DRAFT

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

**ANTELOPE VALLEY STATE WATER
CONTRACTORS ASSOCIATION**

By: _____

APPROVED AS TO FORM:

By:
Legal Counsel

DRAFT

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

CITY OF PALMDALE

By _____

APPROVED AS TO FORM:

By: Wm. Matthew Ditzhazy,
City Attorney

Attest:

By: Victoria . Hancock, CMC
City Clerk

DRAFT

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

CITY OF LANCASTER

By: _____

APPROVED AS TO FORM

By: _____

Attest:

City Clerk

DRAFT

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

**COUNTY SANITATION DISTRICT NO. 14
OF LOS ANGELES COUNTY**

By:

ATTEST:

By:

APPROVED AS TO FORM:

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

DRAFT

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

**COUNTY SANITATION DISTRICT NO. 20
OF LOS ANGELES**

ATTEST:

APPROVED AS TO FORM:

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

DRAFT

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

ROSAMOND COMMUNITY SERVICES DISTRICT

By:

APPROVED AS TO FORM:

By:

DRAFT

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

**LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 40**

By

APPROVED AS TO FORM:

By

DRAFT