



Appendix A: MOU

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**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
(Antelope Valley Regional Water Management Group IRWMP Cost Sharing)**

This Amended and Restated Memorandum of Understanding (“**Amended and Restated MOU**”) is entered into as of _____, 2018 (the “**Effective Date**”) and is between the following parties:

Antelope Valley-East Kern Water Agency;
Palmdale Water District;
Quartz Hill Water District;
Littlerock Creek Irrigation District;
Antelope Valley State Water Contractors Association (the “**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 (“**Waterworks District 40**”).

Each of these parties is referred to individually as “**Party**” and together as the “**Parties**.”

A. The *Integrated Regional Water Management Planning Act of 2002* (the “**Act**”), California Water Code section 10530 and 10531, et seq., establishes the State of California’s policy to encourage local agencies to work cooperatively to manage their available local and imported water supplies to improve the quality, quantity, and reliability of those supplies.

B. On or about January 9, 2007, the Parties entered into a *Memorandum of Understanding* (“**2007 MOU**”) to provide for the preparation of an Integrated Regional Water Management Plan (“**IRWMP**” or “**Plan**”) pursuant to the Act.

C. On or about April 7, 2009, the Parties entered an *Agreement on the Implementation of the Integrated Regional Water Management Plan* (“**RWMG Agreement**”) and established a new Regional Water Management Group (“**RWMG**”) under the Act for the Antelope Valley Region (“**Region**”), to pursue grant funding and facilitate implementation of the IRWMP for the Region. The RWMG Agreement formally established the relationship between the Parties in order to qualify the Region to apply for state grant funds under the Department of Water Resources (“**DWR**”) California State Integrated Regional Water Management Grant Program (“**Grant Program**”).

D. The 2007 MOU by its own terms may be amended with the approval of all Parties to continue to update the IRWMP through January 8, 2027.

E. The DWR amended the Grant Program Guidelines in 2016 (“**2016 Guidelines**”). In order to be eligible for the first round of 2018 Proposition 1 funding, the RWMG must update the Plan to comply with the 2016 Guidelines. The City of Palmdale has, on behalf of the RWMG, retained a consultant to prepare a “**Mini Update**” of the Plan to comply with the 2016 Guidelines.

F. The RWMG also intends to prepare a full update to the IRWMP (the “**Full Update**”). The Full Update will identify Antelope Valley Region water management issues and bring current supply and demand projections, and otherwise comply with DWR guidelines for grant eligibility. The Association has offered to retain a consultant to prepare the Full Update on behalf of the RWMG.

G. This Amended and Restated MOU is intended to set forth the amount of new funding to be provided by each Party for the updates to the Plan. Each Party’s contribution is based on its share of expenses under the 2007 MOU. Each Party’s contribution is set forth in Exhibit 1, which is attached hereto and incorporated herein as though set forth in its entirety.

H. The Parties also intend by this Amended and Restated MOU to provide for the City of Palmdale to pay the initial consultant costs (subject to reimbursement by the other Parties as accounted for by the Association) for the Mini Update; to substitute the Association for Waterworks District 40 with regards to the hiring of a consultant to prepare the Full Update, and to set out the expectations of each of the Parties with respect to information submittal and document review in support of the IRWMP updates.

The Parties therefore agree as follows:

1. **Administration of Plan Updates.** Except for the Mini Update payments described in Section 2, the Association shall have primary responsibility for coordinating RWMG Plan updates and managing funds under this MOU, including:

1. Administering a consultant contract for the Full Update. This will include preparing a request for proposals, evaluating consultant proposals, awarding a consultant contract, and overseeing the consultant’s services. The Association shall retain the consultant under a Professional Services Agreement substantially similar to Exhibit 3, which is attached hereto and incorporated herein as though set forth in its entirety.

2. For both the Mini Update and the Full Update, providing each Party with copies of the draft and final versions of technical reports and the draft Plan within seven calendar days after the date of receipt of those documents from the consultant. The Association shall transmit comments to the consultant within seven calendar days after the date of receipt of comments from each Party.

3. After a consultant incorporates comments from the Parties into the Draft Plan, making the Draft Plan available for public review, as required by law.

4. Preparing a final accounting (the “**Accounting**”) of all final actual consultant costs upon completion of the Mini Plan or the adopted Full Plan for review by all other Parties.

5. Refunding excess funds to the Parties within 60 days after completion of the Plan if the funds deposited with the Association exceed the consultant's costs, based upon the Accounting. The excess funds will be refunded to the Parties in proportion to their contribution towards the consultant costs in Exhibit 1, which is attached hereto and incorporated herein as though set forth in its entirety.

2. **Mini Update.** The Association is primarily responsible for managing funds under this MOU, but the City of Palmdale shall be initially responsible for paying the consultant’s costs associated with the Mini Update, with the understanding that the costs incurred will be reimbursed, less the City of

Palmdale's share, by the Association within 90 days of signing this Amended and Restated MOU. The Association will reimburse costs to the City of Palmdale with the funds contributed by the Parties' as set forth in Section 3.D and 3.E. Each Party's contribution is set forth in Exhibit 1.

3. **Joint Duties of the Parties.** Each of the Parties shall perform the duties set forth in this Section 3.

A. **Information Sharing:** Each Party will make reasonable efforts to provide and share all necessary and relevant information, data, studies, and/or documentation for the Plan in that Party's possession as may be requested by the consultant within 30 calendar days after the consultant's request. The Parties acknowledge that if the information, data, studies, and/or documentation is not provided within 30 days after the consultant's request, then it may not be incorporated in the Plan due to time constraints.

B. **Comments on Reports and Plan:** Each Party shall review and comment on the draft and final versions of technical reports and the draft Plan ("Final Review Documents") within 21 calendar days after the date of their receipt of the Final Review Documents from the Association. The Parties acknowledge that if their comments are not provided within 21 calendar days of their receipt of the Final Review Documents, then the comments may not be incorporated into the Full Update due to time constraints.

C. **Presentation to Governing Body:** Each Party will present the Full Update to its governing body for consideration and adoption within 45 calendar days (or 90 calendar days for Waterworks District 40) after the date of receipt of the Full Update from the Association. Any approval will be done by way of resolution in a form substantially similar to Exhibit 2, which is attached hereto and incorporated herein as though set forth in its entirety.

D. **Cost Contribution:** Each Party shall pay to the Association the amount set forth in Exhibit 1 for the consultant costs, subject to the provisions of Section 5.B. below.

E. **Payment:** Each Party shall deposit with the Association its contribution in the amount set forth in Exhibit 1 within 30 calendar days after execution of this Amended and Restated MOU.

F. **Grant Applications:** The Parties will prepare and review future grant applications for implementation of the Full Update.

4. **Waterworks District 40's Additional Duties.** Waterworks District 40 shall facilitate stakeholder meetings.

5. **Full Update Implementation.**

A. **Plan Adoption:** If the governing body of each Party does not adopt the Full Update within 45 calendar days (or 90 days for Waterworks District 40) after the date of receipt of the Full Update, then that action or inaction will constitute withdrawal from the RWMG. A Party that withdraws from the RWMG may be reinstated if and when the Party adopts the Full Update and agrees to any further additions and/or amendments to the Amended and Restated MOU.

B. Additional Costs: If the consultant costs exceed the funds deposited with the Association, then the Parties will supplement this Amended and Restated MOU to fund the additional portion of the consultant costs in excess of the funds deposited with the Association in proportion to the Parties' original contributions towards the consultant costs.

6. **General Provisions**

A. Supersession. This Amended and Restated MOU supersedes and replaces the 2007 MOU. This Amended and Restated MOU is intended to be read in conjunction with the RWMG Agreement, but to the extent of any conflict with the RWMG Agreement, this Amended and Restated MOU will govern.

B. MOU Amendments: This Amended and Restated MOU may be amended or modified only by mutual written consent of all Parties.

C. Expiration: This MOU is effective until January 8, 2027, unless otherwise amended or modified as set forth in Section 6. B.

D. Severability: If any provision of this Amended and Restated MOU is held, determined or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Amended and Restated MOU shall be given effect to the fullest extent possible.

E. Notice:

1. Any correspondence, communication, or contact concerning this Amended and Restated MOU shall be directed to the contacts attached in Exhibit 4, which is attached hereto and incorporated herein as though set forth in its entirety.

2. Any Party may change its contact information by providing notice, in the manner set forth in Section 6.E.3, to all other Parties.

3. Notice will be deemed given upon personal delivery, five days after deposit in U.S. Mail (first class postage prepaid), or on the day of overnight delivery by a nationally-recognized carrier.

F. Authorized Agents: Each person signing this Amended and Restated MOU represents to have the necessary power and authority to bind the entity on behalf of which said person is signing and each of the other Parties can rely on that representation.

G. Execution: This Amended and Restated MOU may be executed in counterparts, each counterpart being an integral part of this Amended and Restated MOU.

The Parties are each signing this Amended and Restated MOU as of the date set forth opposite the signature below.

DATE: _____

[AGENCY NAME]

By: _____

Print Name:

Title:

ATTEST:

Clerk/Secretary

APPROVED AS TO FORM:

By: _____
[City Attorney/District/Agency Counsel]

EXHIBIT 1

Integrated Regional Water Management Group Cost Allocation

Party	Percent Share by Party from the 2007 MOU	Contribution for IRWMP Updates
		Total
Antelope Valley-East Kern Water Agency	15.3846%	\$53,077
Palmdale Water District	18.4615%	\$63,692
Quartz Hill Water District	1.5385%	\$5,308
Littlerock Creek Irrigation District	1.5385%	\$5,308
Antelope Valley State Water Contractors Association*		\$0
City of Palmdale	15.3846%	\$53,077
City of Lancaster	13.8461%	\$47,769
County Sanitation District No. 14 of LA County	6.9231%	\$23,885
County Sanitation District No. 20 of LA County	6.9231%	\$23,885
Rosamond Community Services District	1.5385%	\$5,308
LA County Waterworks District No. 40	18.4615%	\$63,692
TOTAL	100%	\$345,000

* The Antelope Valley State Water Contractor's Association is a joint powers authority comprised of Antelope Valley-East Kern Water Agency, Littlerock Creek Irrigation District, and Palmdale Water District. Because the Association's members are also members of the RWMG, the Association will contribute \$0, and will have no share of any overage costs.

EXHIBIT 2
Form of Resolution

RESOLUTION OF THE (*governing body of agency*), ADOPTING THE INTEGRATED
REGIONAL WATER MANAGEMENT PLAN
FOR THE ANTELOPE VALLEY

The Antelope Valley Regional Water Management Group (“**RWMG**”) is composed of the Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, Antelope Valley State Water Contractors Association, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, Rosamond Community Services District, and Los Angeles County Waterworks District No. 40, Antelope Valley.

The RWMG is authorized under the California Water Code Division 6, Part 2.2, known as the *Integrated Regional Water Management Planning Act of 2002* (the “**Act**”) to implement an Integrated Regional Water Management Plan (“**IRWMP**”) for the Antelope Valley region.

Under the Act, the Parties collaboratively prepared an Integrated Regional Water Management Plan for the Antelope Valley (the “**Plan**”) that meets the requirements of the Act.

Section 10531 of the Act includes the following declarations:

- (d) Water is a valuable natural resource in California, and should be managed to ensure the availability of sufficient supplies to meet the state’s agricultural, domestic, industrial, and environmental needs. It is the intent of the Legislature to encourage local agencies to work cooperatively to manage their available local and imported water supplies to improve the quality, quantity, and reliability of those supplies.
- (e) Improved coordination among local agencies with responsibilities for managing water supplies and additional study of groundwater resources are necessary to maximize the quality and quantity of water available to meet the state’s agricultural, domestic, industrial, and environmental needs.
- (f) The implementation of the Integrated Regional Water Management Planning Act of 2002 will facilitate the development of integrated regional water management plans, thereby maximizing the quality and quantity of water available to meet the state’s water needs by providing a framework for local agencies to integrate programs and projects that protect and enhance regional water supplies.

The adoption of the Plan will allow the Antelope Valley Region to compete for State grant funding available under Proposition 1 and other future State and/or Federal grant programs.

The *[governing body of agency]*, as the governing body of the *[agency]*, hereby adopts the Plan on _____.

APPROVED AS TO FORM:

By _____

By: _____
[City Attorney/District/Agency Counsel]

EXHIBIT 3
Form of Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Advice and Assistance to the Advisory Team regarding Antelope Valley Integrated Regional Water Management Plan Grant Application Activities

As of 9/9/2010, ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION, ("Association") and RMC WATER & ENVIRONMENT ("Consultant") agree as follows:

1. Purpose.

Association requires professional consulting services in conjunction with the preparation of a grant application for planning grant funds in connection with the Antelope Valley Integrated Regional Water Management Plan. Consultant has demonstrated expertise in various aspects of the preparation of planning grant applications for integrated regional water management plans and is qualified to provide the professional services required by Association on behalf of the Leadership Team of the Antelope Valley Integrated Regional Water Management Plan. The parties desire to enter into the following contract for such services.

2. Scope of Services.

Association retains Consultant to perform the professional services described in Exhibit A. Consultant agrees to perform such services in a timely and professional manner and with due diligence and in compliance with the industry's standards and engineering practices.

The Project Manager for Consultant shall be Tom West, who shall manage and direct the technical effort of Consultant and be the Consultant's liaison with the Association.

3. Compensation.

Consultant shall be paid at the rates specified in Exhibit "B", attached hereto.

4. Insurance and Indemnity.

(a) Consultant shall procure and maintain at all times during this Agreement: (a) statutory Workers' Compensation Insurance coverage together with employer's liability coverage of \$1 Million, (b) General Liability Insurance (insuring against bodily injury and property damage) with a minimum coverage of \$1 Million for each occurrence and a \$2 Million aggregate, and naming the Association as an additional insured, (c) Automobile Liability Insurance with a minimum coverage of \$1 Million per accident for bodily injury and property damage, and (d) Professional Liability Insurance with a minimum coverage of \$1 Million per claim and annual aggregate.

Before performing work, Consultant shall furnish certificates of insurance evidencing the following: the policy or policies of insurance shall contain a contractual liability endorsement covering the liability assumed by the Consultant by this Agreement. The insurance policy (or policies) shall be furnished at the Consultant's expense, in a form and with insurance companies authorized to do business and having an agent for service of process in California and have an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most recent Best's Insurance Guide, or as otherwise approved by the Association. If Best's is no longer published, comparable ratings must be provided from a service acceptable to Association. Such insurance policies shall have provisions providing that the insurance shall be considered primary as to Consultant's services with respect to any policies of insurance maintained by Association. The policy(ies) shall also contain provisions stating coverage cannot be reduced or canceled without giving Association thirty (30) days prior written notice.

- (b) Consultant shall indemnify and hold harmless the Association, its elected Board, appointed officers, agents, and employees from and against any and all claims, demands, costs, expenses, losses, or liabilities in law or in equity, including, but not limited to damages for injury to or death of any person and attorney fees and court costs, and damages to or destruction of property of any person, arising out of:
 - a. The wrongful misconduct or negligent acts, errors or omissions of Consultant, so long as such claims, demands, costs, expenses, losses or liabilities do not result from the sole negligence or willful misconduct of Association or any of its directors, officers, employees, agents, or volunteers, provided that if such claims, demands, costs, expenses, losses or liabilities arise from the negligence of the Association or any of its directors, officers, employees, agents or volunteers (other than its or their sole negligence), then Consultant's obligation hereunder shall be allocated in accordance with comparative negligence principles under California law;
 - b. The violation of governmental laws or regulations, compliance with which is the responsibility of the Consultant.

5. Termination.

Association may terminate this Agreement upon five (5) days written notice to Consultant. In the event of such termination, Association shall compensate Consultant through the notice date for services actually performed hereunder in accordance with the rates set forth in Exhibit B, but in no event shall Association be obligated to pay more than the maximum compensation set forth in Exhibit B.

6. Other.

(a) This Agreement shall not be assigned by Consultant without the written consent of Association. Association may withhold consent to assignment in its absolute discretion.

(b) Consultant shall procure, at its expense, permits required by governmental authorities for the work described above and shall comply with applicable local, state and federal regulations and statutes including Cal-OSHA requirements.

(c) Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age, medical condition, marital status, ancestry, or sexual orientation.

(d) Association will make available to Consultant such materials from its files as may be required by Consultant to perform these services. Such materials shall remain the property of the Association while in Consultant's possession. Upon termination of the Agreement or completion of work under the Agreement, Consultant shall return Association property or materials in its possession and calculations, notes, reports, electronic files or other materials prepared by Consultant in the performance of these services.

(e) Consultant shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under the Agreement without prior written consent of the Association.

(f) If an action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs.

(g) At all times during the term of this Agreement, Consultant shall be deemed to be an independent contractor and not an employee of Association.

The parties hereto have caused this Agreement to be duly executed by its authorized officers.

**AV STATE WATER CONTRACTORS
ASSOCIATION**

By 
Its: GENERAL MANAGER

Date 09/09/2010

RMC WATER & ENVIRONMENT

By 
Its: THOMAS WEST, VICE PRESIDENT

Date 9-9-2010

SCOPE OF SERVICES

ADVISE AND ASSIST THE LEADERSHIP TEAM REGARDING ANTELOPE VALLEY IRWMP GRANT APPLICATION ACTIVITIES

RMC will prepare the Planning Grant Application in accordance with DWR's application submittal guidelines, using information developed from the RAP Submittal and input from the Antelope Valley Regional Water Management Group (AVRWMG). RMC will also assist the AVRWMG in preparing for funding discussions with DWR staff. This task will include, but not be limited to:

- Coordinating, organizing, and participating in meetings and/or conference calls with the AVRWMG, Antelope Valley Advisory Team, and State agencies in order to solicit input and ensure grant application compliance.
- Preparing and maintaining a project schedule noting key project milestones, meetings, and deadlines to ensure timely submittal of the grant application and for stakeholder outreach purposes;
- Compiling and producing all data and information needed for grant application submittal; facilitating input to the work plan from necessary parties;
- Preparing and providing electronic draft copies of the Planning Grant Application to the AVRWMG for review;
- Submitting a final, revised copy of the Planning Grant Application to the Project Manager prior to final document production and submittal to the state agencies;

Deliverables:

- Draft and final Planning Grant Application.

Schedule:

All work will be completed by September 28, 2010 (deadline for submitting the planning grant application to DWR).

Assumptions: RMC will submit draft and final applications in electronic format (.PDF). Production of hard copy versions will be done by the AVRWMG as well as uploading the grant application to DWR's Bond Management System (BMS).

CONSULTANT COMPENSATION

PAYMENT

Consultant shall submit monthly invoices based on Consultant's estimate of the proportion of total services actually completed at the time of billing. Aggregate of monthly invoices shall not exceed Lump Sum amount of Seventeen Thousand Three Hundred Seventy Nine Dollars (\$17,349.00) unless authorized in writing by the Association. Association will pay invoices within thirty (30) days of receipt.

PAYMENT OF INVOICES

Invoices for work performed will be submitted to the Advisory Team for confirmation of work performed and product delivered. With the approval of the Advisory Team, the invoice(s) will then be forwarded to AVSWCA for payment. Initially, invoices will be submitted to the Advisory Team, Attention: David Rydman (care of Los Angeles County Waterworks District No. 40). In his capacity as "Primary Contact for the Leadership Team," Mr. Rydman will coordinate with the full Advisory Team to give approval to pay invoices that may be received.

EXHIBIT 4
Integrated Regional Water Management Group Contacts

1) ANTELOPE VALLEY-EAST KERN WATER AGENCY:

Mr. Dwayne Chisam
General Manager
6500 West Avenue N
Palmdale, CA 93551

2) PALMDALE WATER DISTRICT:

Mr. Dennis LaMoreaux
General Manager
2029 East Avenue Q
Palmdale, CA 93550

3) QUARTZ HILL WATER DISTRICT:

Mr. Chad Reed
General Manager
42141 50th Street West
Quartz Hill, CA 93536

4) LITTLEROCK CREEK IRRIGATION DISTRICT:

Mr. James Chaisson
General Manager
35141 North 87th Street East
Littlerock, CA 93543

5) ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION:

Ms. Barbara Hogan
Chairperson
c/o Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

6) CITY OF PALMDALE:

Mr. Chuck Heffernan
Public Works Director
38250 Sierra Highway
Palmdale, CA 93550

7) CITY OF LANCASTER:

Mr. Jeff Hogan
Director of Development Services
City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534

8) COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY:

Ms. Grace Robinson Hyde
Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601

9) COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY:

Ms. Grace Robinson Hyde
Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601

10) ROSAMOND COMMUNITY SERVICES DISTRICT:

Mr. Ronald Smith
General Manager
3179 35th Street
Rosamond, CA 93560

11) WATERWORKS DISTRICT 40:

Mr. Adam Ariki
Assistant Deputy Director
County of Los Angeles - Department of Public Works
Waterworks Division
P.O. Box 1460
Alhambra, CA 91802-1460