

UPPER SANTA CLARA RIVER
REGIONAL WATER MANAGEMENT GROUP
MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) is entered into and is made effective on the date the last Party signs, and is between the CASTAIC LAKE WATER AGENCY (Agency), including its SANTA CLARITA WATER DIVISION (Water Division), SANTA CLARITA VALLEY SANITATION DISTRICT OF LOS ANGELES COUNTY (Sanitation District), the CITY OF SANTA CLARITA (City), the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), NEWHALL COUNTY WATER DISTRICT (Water District), the VALENCIA WATER COMPANY (Water Company), and the SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY (Conservancy) (hereinafter, collectively the Parties or individually as Party).

WHEREAS, the Parties to this MOU establish and participate in the Upper Santa Clara River Regional Water Management Group (hereinafter referred to as GROUP) under the California Water Code Division 6, part 2.2, known as the *Integrated Regional Water Management Planning Act* (hereinafter referred to as the ACT); and

WHEREAS, Section 10531 of the ACT includes the following declarations:

- (a) "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."
- (b) "Local agencies can realize efficiencies by coordinating and integrating their assets and seeking mutual solutions to water management issues."
- (c) "The reliability of water supplies can be significantly improved by diversifying water portfolios, taking advantage of local and regional opportunities, and considering a broad variety of water management strategies as described in the California Water Plan."
- (d) "The implementation of this part will facilitate the development of integrated regional water management plans, thereby assisting each region of the state to improve water supply reliability, water quality, and environmental stewardship to meet current and future needs."
- (e) "Water management is integrally linked to public health and the health of all natural resources within our watersheds. It is the intent of the Legislature that water management strategies and projects are carried out in a way that promotes these important public values"; and

WHEREAS, Section 10539 of the ACT states that a Regional Water Management Group means a group in which three or more local agencies, at least two of which have statutory authority over water supply or water management, as well as those other persons who may be necessary for the development and implementation of a plan that meets the requirements in Sections 10540 and 10541, participate by means of a Joint Powers Agreement, Memorandum of Understanding, or other written agreement, as appropriate, that is approved by the governing bodies of those local agencies; and

WHEREAS, under the ACT, the Agency, Water Division, Sanitation District, City, LACFCD, Water District, and Water Company collaboratively prepared an Integrated Regional Water Management Plan for the Upper Basin of the Santa Clara River (hereinafter referred to as PLAN) pursuant to a 2007 Memorandum Of Understanding; and

WHEREAS, the upper portion of the Santa Clara River Watershed, as defined for the purposes of the PLAN as the USCR IRWM Region, is bounded by the San Gabriel Mountains to the south and southeast, the Santa Susana Mountains to the southwest, the Liebre Mountains and Transverse Ranges to the northeast and northwest, and westward to the Ventura County Northeasterly Boundary Line; and

WHEREAS, Agency, Water Division, LACFCD, City, Water District, Sanitation District, Water District, Water Company and the Conservancy have agreed to work collectively to prepare an update of the PLAN, including a Salt and Nutrient Management Plan, and Climate Change Technical Study (hereinafter referred to as PLAN update); and

WHEREAS, Conservancy has requested that it be admitted as a party to this MOU and as a member of the GROUP; and

WHEREAS, the Department of Water Resources (DWR) has approved the USCR IRWM Region in its Region Acceptance Process; and

WHEREAS, there is a need to prepare a PLAN update to reflect the requirements of Senate Bill 1 Second Extraordinary Session, Chapter 1, Statutes of 2008 (Perata), which requires as a condition of grant acceptance, the commitment of the GROUP to prepare an updated Plan consistent with new Plan guidelines prepared by DWR; and

WHEREAS, the State Water Resources Control Board's Recycled Water Policy requires the development of a regional Salt and Nutrient Management Plan for the Eastern Santa Clara Groundwater Basins; and

WHEREAS, there is a need to pay the costs of the PLAN update; and

WHEREAS, the study area for the PLAN update includes all or a portion of the service areas of the Parties; and

WHEREAS, Parties are willing to contribute to the PLAN update with the necessary data to prepare PLAN update and to review and comment on the draft versions of PLAN update; and

WHEREAS, Agency, on behalf of Parties, submitted a planning grant application for preparation of PLAN Update, funded equally by Agency and the Sanitation District, to DWR and DWR has authorized a planning grant in the amount of \$266,250 toward PLAN Update; and

WHEREAS, DWR requires a minimum contribution of 25 percent matching funds as a condition of receipt of the grant for preparation of PLAN Update; and

WHEREAS, PLAN update costs are currently estimated to be \$355,000 and this MOU allocates the cost difference between the estimated cost of PLAN Update and the required 25 percent matching fund cost (estimated to be \$88,750) as described in provision 3b; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties and of the promises herein contained, Parties agree as follows:

- (1) All recitals set forth above are incorporated herein and constitute a part of the MOU among Parties.
- (2) Upon the Effective Date of this MOU, the Group is hereby reestablished and includes each of the Parties.
- (3) Parties shall cooperate in the preparation of PLAN update as follows:
 - a. Agency will solicit bids, select a consultant, award, and administer a contract to prepare PLAN update, and for purposes of filling that role shall hereinafter be referred to as CONTRACT ADMINISTRATOR.
 - b. The matching funds cost of the update of the PLAN required by DWR as a condition of the planning grant award, will be paid for as follows: \$50,000 to be contributed by Agency and \$38,750 to be divided equally among the LACFCD, City, Water Division, Water Company, and the Water District or \$7,750 each.
 - c. The Conservancy will award a \$10,000 grant to the Agency, which will be used at the end of the PLAN Update to reimburse Agency for any PLAN Update related expenses that exceed the expected \$355,000 in costs.
 - d. Agency will pay the consultant(s) selected to prepare PLAN Update, Salt and Nutrient Management Plan, and Climate Change Technical Study, and will seek reimbursement for a portion of those costs from DWR pursuant to the planning grant award. Agency will invoice each Party listed in item (3)b above one time after January 1, 2012, for its share of the \$38,750 nongrant funded costs.

- e. This MOU will remain in effect, unless, upon a ten (10) day prior written notice to the other Parties, a majority of the Parties terminate this MOU.
- f. The Parties shall provide and share all of their necessary and relevant information, data, studies, and/or documentation for PLAN update in their respective possession as may be needed for PLAN update in a timely manner, as requested.
- g. Each Party shall review and comment on the draft(s) and final version(s) of technical reports and each draft of PLAN update in a timely manner, as requested.
- h. Agency shall act on behalf of all Parties with respect to the requirements of Water Code, Section 10543(a) and (b).

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The GROUP shall not formally adopt PLAN update until at least three Parties have endorsed PLAN update by Resolution or other formal action of each entity's legislative or governing body, including at least two agencies with statutory authority over water supply or water management, those being Agency, Sanitation District, LACFCD, and Water District.
- b. If the governing body of any Party determines not to endorse PLAN update, such action shall constitute automatic withdrawal from GROUP. A Party that automatically or voluntarily withdraws from GROUP shall not be entitled to reimbursement of any amounts previously paid by that Party. A Party that is deemed to have withdrawn from GROUP under this subsection shall automatically be reinstated when that Party endorses PLAN update and accepts and executes any additions or amendments to this MOU.
- c. This MOU may be amended or modified only by mutual written consent of all Parties that are members of GROUP at the time of such amendment or modification. No waiver of any term or condition of this MOU by any Party shall be a continuing waiver thereof.
- d. There may be additional parties entering into this MOU by amendment. Any MOU amendment adding a new party or parties must be approved by all Parties.
- e. If any provision of this MOU is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, Parties agree that the remainder of this MOU shall be given effect to the fullest extent possible.
- f. Notice: Any correspondence, communication, or contact concerning this MOU shall be directed to the following:

Agency:

Mr. Dan Masnada
General Manager
Castaic Lake Water Agency
27234 Bouquet Canyon Road
Santa Clarita, CA 91350
Fax No.: (661) 297-1610

Water Division:

Mr. Mauricio Guardado
Retail Manager
Santa Clarita Water Division of the Castaic Lake
Water Agency
22722 West Soledad Canyon Road
Santa Clarita, CA 91350
Fax No.: (661) 286-4333

City:

Mr. Ken Pulskamp
City Manager
City of Santa Clarita
23920 Valencia Boulevard, Suite 300
Santa Clarita, CA 91355
Fax No.: (661) 259-8125

Water District:

Mr. Steve Cole
General Manager
Newhall County Water District
23780 North Pine Street
Newhall, CA 91321
Fax No.: (661) 259-8137

LACFCD:

Ms. Gail Farber
Director of Public Works
County of Los Angeles
P.O. Box 1460
Alhambra, CA 91802-1460
Fax No.: (626) 458-4022

Sanitation Districts:

Mr. Stephen R. Maguin
Chief Engineer and General Manager
Santa Clarita Valley Sanitation District of
Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Fax No.: (562) 695-8660

Water Company:

Mr. Keith Abercrombie
General Manager
Valencia Water Company
24631 Avenue Rockefeller
Valencia, CA 91355
Fax No.: (661) 294-3806

Conservancy:

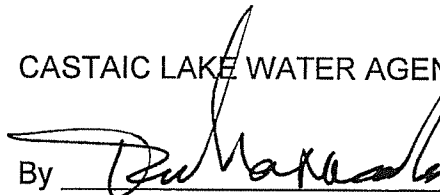
Mr. Mark Stanley
Executive Officer
Rivers and Mountains Conservancy
"El Encanto"
100 North Old San Gabriel Canyon Road
Azusa, CA 91702

- g. Notice shall be deemed as given upon personal delivery, receipt of fax confirmation, or five days after deposit in U.S. Mail, first-class postage, prepaid, and addressed as set out above.
- h. Each person signing this MOU in a representative capacity for a Party represents that he or she has the necessary power and authority to bind that Party.
- i. This MOU may be executed in counterparts, each counterpart being an integral part of this MOU.

The Parties are signing this MOU as of the date stated opposite each signature.

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CASTAIC LAKE WATER AGENCY

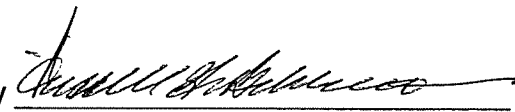
By 
DAN MASNADA, General Manager



Date _____

APPROVED AS TO FORM:

Kidman, Behrens and Tague

By 
Legal Counsel

SANTA CLARITA VALLEY SANITATION
DISTRICT OF LOS ANGELES COUNTY

By Mike Antonovich
Chairperson

Date NOV 09 2011

ATTEST:

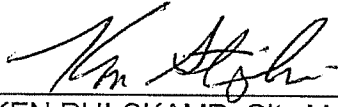
Kimberly S. Compton
Secretary

APPROVED AS TO FORM:

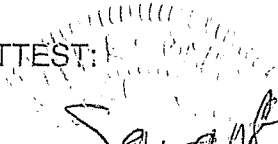
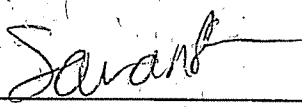
Lewis, Brisbois, Bisgaard & Smith

By Daniel M. Hyde
District Counsel

CITY OF SANTA CLARITA:


By 
KEN PULSKAMP, City Manager

Date 11/23/14


ATTEST: 

City Clerk

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By 
Legal Counsel

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

By 
GAIL FARBER, Chief Engineer

Date 6/19/12

APPROVED AS TO FORM:

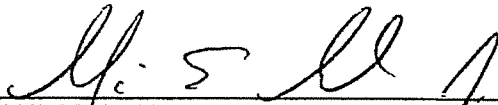
By 
County Counsel

VALENCIA WATER COMPANY

By Keith Abercrombie
Keith Abercrombie, General Manager


Date 10/19/2011

SANTA CLARITA WATER DIVISION

By 
MAURICIO GUARDADO JR., Retail Manager

Date 9/29/11

NEWHALL COUNTY WATER DISTRICT

By 
STEVE COLE, General Manager

Date 10.17.2011

APPROVED AS TO FORM:

By 
Legal Counsel