

ATTACHMENT 2 – ELIGIBLE APPLICANT DOCUMENTATION

**San Gabriel and Lower Los Angeles Rivers Watershed  
IRWM Implementation Grant, Step 1**

The Water Conservation Authority (WCA) is submitting this proposal as the lead agency on behalf of the Regional Water Management Group for the San Gabriel and Lower Los Angeles Rivers Watershed Region.

The WCA is a public agency and is defined as a joint powers authority (JPA) between the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, and the Los Angeles County Flood Control District. The WCA was formed on April 17, 2003 under the legal authority of the Joint Exercise of Powers Act (Government Code §6500 *et seq.*) with the purpose of implementing joint projects, which focus on providing multiple benefits such as open space, habitat restoration, and recreational opportunities. A copy of the JPA starts on the following page.

The WCA has legal authority to enter into a grant agreement with the State of California, the Department of Water Resources, and the State Water Resources Control Board.

The Regional Water Management Group has developed a Memorandum of Understanding (MOU). This MOU proposes to set up a governance structure, develop an Integrated Regional Water Management Plan, and make regional decisions in areas related to integrated water management. The MOU is included following the JPA in this attachment. The MOU also establishes the intent of the Regional Water Management Group to apply for and track funding for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water.

WATERSHED CONSERVATION AUTHORITY  
JOINT EXERCISE OF POWERS AGREEMENT

PREAMBLE

*Whereas*, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy was established in 1999 to acquire and manage public lands within the Lower Los Angeles River and San Gabriel River watersheds, and to provide open space, low impact recreational and educational uses, water conservation, watershed improvement, wildlife and habitat restoration and protection; and

*Whereas*, The Los Angeles County Flood Control District is a flood control district, the objects and purposes of which are to provide for the control and conservation of the flood, storm and other waste waters of said district, to conserve such waters for beneficial and useful purposes and to protect from damage from such flood or storm waters, the harbors, waterways, public highways and property in said district.

*Whereas*, The Los Angeles County Flood Control District is further authorized to provide, by agreement with other public agencies or private persons or entities, for the recreational use of the lands, facilities, and works of such district which shall not interfere, or be inconsistent, with the primary use and purpose of such lands, facilities, and works for flood control and water conservation, and to preserve, enhance, and add recreational features to its properties for the protection, preservation, and use of the scenic beauty and natural environment; Now

*Therefore*, Pursuant to the Joint Exercise of Powers Act (Government Code § 6500 *et seq.*) the San Gabriel and Lower Los Angeles Rivers and Mountains RMC (hereinafter RMC and the Los Angeles County Flood Control District (hereinafter District) agree as follows:

1. PURPOSE

1.0. The purpose of this agreement is to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of flood protection, water supply, groundwater recharge and water conservation.

1.1. As a further necessary and integral purpose of this agreement, the acquisition and protection of lands for watershed protection, conservation, natural open space, and recreational purposes is contemplated using existing resources and additional resources that may be available by virtue of the joint efforts of the parties to this agreement.

1.2. Acquisition may be by way of gift, devise, purchase, or exchange and shall extend to any interest in real or personal property necessary to carry out the purposes of this agreement.

## 2. COMMON POWERS

2.0. The parties hereto agree to exercise their common powers to the maximum extent thereof for the purposes of implementing this agreement, including, but not limited to, all the powers specified in Joint Exercise of Powers Act, codified in Chapter 5 of Division 7 of Title 1 of the Government Code (commencing with § 6500), as may be amended during the term of this Agreement.

2.1. Except as otherwise provided in paragraph 2.3 below, such powers are subject to the restrictions upon the manner of exercising the powers as imposed upon the District as provided in, and for the purposes of, Government Code § 6509.

2.2. The AUTHORITY shall have no power to acquire property by eminent domain or to raise revenues and/or incur debt through taxation, assessment and/or levy of any kind. Notwithstanding the foregoing prohibition, a party to this agreement may form a benefit district or incur debt, within its individual boundaries and utilizing its statutory authority, in furtherance of the purposes of the AUTHORITY.

2.3 The AUTHORITY shall be subject to all laws (including building ordinances and zoning ordinances), regulations and general and specific plans of any city or county in which the AUTHORITY proposes to take action.

## 3. JURISDICTION

3.0. For purposes of this agreement, the San Gabriel and Lower Los Angeles Rivers Watershed Area shall include such areas as may be needed to provide additional open space and recreational amenities that will further the purposes of this agreement within the following territory:

- (a) The hydrologic basin or watershed that coincides with the upper San Gabriel River watershed, including the Upper Rio Hondo tributary, but not including any land area within the Santa Monica Mountains Conservancy as described in Chapter 2 (commencing with Section 33100) and Chapter 3 (commencing with Section 33200) of Division 23. The hydrologic basin or watershed is bounded by the San Gabriel Mountains to the north, the San Jose Hills to the east, the Puente Hills to the south, and by a series of hills and the Raymond Fault to the west.
- (b) The hydrologic basin or watershed that coincides with the lower San Gabriel River watershed.
- (c) The San Gabriel Mountains, including the Foothills Mountains Conservancy and the Puente Hills and San Jose Hills area, except any land area within the Santa Monica Mountains Conservancy as described in Chapter 2 (commencing with Section 33100) and Chapter 3 (commencing with Section 33200) of Division 23.
- (d) The hydrologic basin or watershed that coincides with the lower Los Angeles River south of the northernmost boundary of the City of Vernon, as of June 1, 1999, except any land area within the Santa Monica Mountains Conservancy, as described in Chapter 2 (commencing with Section 33100) and Chapter 3

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(commencing with Section 33200) of Division 23.

- (e) The AUTHORITY, upon approval of all the parties to this Agreement, may acquire property, or engage in activities outside the San Gabriel and Lower Los Angeles Rivers Watershed area as defined in section 3.0 of this Agreement, to the extent necessary to carry out the purposes set forth in Section One of this Agreement.

#### 4. SEPARATE ENTITY

4.0. The "Watershed Conservation Authority" (hereinafter "AUTHORITY") is hereby established as a separate public entity within the meaning, and for the purposes of, the Joint Exercise of Powers Act (Government Code § 6500 *et seq.*).

#### 5. GOVERNING BOARD

5.0. The Authority shall be governed by a "board constituted pursuant to the agreement" within the meaning of Government Code § 6506.

5.1. The Governing Board of the AUTHORITY shall consist of eight (8) voting members and one (1) non-voting member as follows:

- (a) Four voting members appointed by the Governing Board of the RMC, none of whom shall be a member appointed by the Los Angeles County Board of Supervisors.
- (b) The four voting members of the Board of Supervisors of the Los Angeles County Flood Control District, or their designees, who represent the areas or portions thereof contained within the territory for the RMC.
- (c) The Director of the Los Angeles County Department of Public Works shall serve as a non-voting, ex officio member of the Governing Board.

#### 6. MEETINGS

6.0. All meetings of the Governing Board shall be called, held, and conducted in accordance with the provisions of the Ralph M. Brown Act and with such further rules of the Governing Board as are not inconsistent therewith.

6.1. The Authority shall keep, or cause to be kept, the minutes of the Governing Board's meetings, and shall as soon as possible after each meeting, forward a copy of the minutes to each member of the Governing Board and to the governing body of each of the participating entities to this agreement.

#### 7. QUORUM AND PROCEDURE

7.0. A majority of the Governing Board shall constitute a quorum for the transaction of business. The affirmative vote of a majority of those members present and voting shall constitute an action of the Governing Board.

Where applicable, *Robert's Rules of Order, Newly Revised*, shall govern the procedures of the Governing Board, except when inconsistent with the Ralph M. Brown Act.

## 8. COMPENSATION

8.0. Members of the Governing Board shall serve without compensation except that a reasonable allowance or reimbursement for attendance at meetings of the Governing Board, as determined by the Governing Board, may be paid to the public members in an amount not to exceed \$50 to the extent compatible with Government Code §1126, Public Contract Code §§ 10410 and 10411, and any other applicable statute.

## 9. ADMINISTRATION

9.0. The AUTHORITY shall be administered in accordance with the policies and directives of the Governing Board. It shall have an Executive Officer who shall perform the functions stated in Government Code § 6505.1.

9.1. The Executive Officer of the RMC shall serve *ex officio*, without compensation, as Executive Officer of the AUTHORITY

9.2. The AUTHORITY may use counsel from its member agencies, or it may retain independent counsel.

9.3. To implement this Agreement the parties hereto may loan employees to the AUTHORITY.

## 10. FISCAL CONTROLS

10.0. The fiscal year of the AUTHORITY shall be the fiscal year of the DISTRICT.

10.1. To the extent funds are legally available therefore; the DISTRICT and the RMC are hereby authorized to make payments and contributions of public funds, as provided in Section 6504 of the Government Code.

10.2. The AUTHORITY shall be strictly accountable for all funds, receipts, and disbursements. The AUTHORITY shall adopt an annual budget, in a form approved by the DISTRICT and the RMC, which budget shall be submitted to the Board of Supervisors of the DISTRICT and the RMC for approval. Public funds may not be disbursed by the AUTHORITY except pursuant to a budget which has been adopted by the AUTHORITY and approved by the Board of Supervisors of the DISTRICT and the Governing Board of the RMC, and all receipts and disbursements shall be in strict conformance with the adopted and approved budget.

10.3. The treasurer of the DISTRICT shall act as the treasurer of the AUTHORITY and shall be the depository and have custody of all money of the AUTHORITY from whatever source. The AUTHORITY shall reimburse the DISTRICT for costs incurred pursuant to this section, subject to prior approval of the Governing Board. The treasurer so designated shall:

- (a) Receive all money of the AUTHORITY and place it in the treasury of the DISTRICT, or other appropriate account, to the credit of the AUTHORITY.



- (b) Be responsible on his official bond for the safekeeping and disbursement of all AUTHORITY money so held by him or her.
- (c) Pay, when due, out of money of the AUTHORITY so held, all sums due on outstanding obligations of the AUTHORITY. Said sums shall be paid only by warrants of the public officer performing the functions of auditor or controller of this AUTHORITY.
- (d) Verify and report in writing on a quarterly basis to the AUTHORITY and to the parties to this agreement, the amount of receipts since the last report, and the amount paid out since the last report.

10.4. The Auditor Controller of the DISTRICT shall perform the functions of auditor or controller of the Authority. The Auditor Controller shall either make or contract with a certified public accountant to make, annual audit of the accounts and records of the AUTHORITY. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and shall conform to generally accepted auditing standards. Where an audit of an account and records is made by a certified public accountant, a report thereof shall be filed as a public record with each of the parties to this agreement. Such report shall be filed within six months of the end of the fiscal year under examination. Any costs of the audit, including contracts with or employment of a certified public accountant shall be borne by the AUTHORITY and charged against any unencumbered funds of the AUTHORITY. The AUTHORITY shall reimburse the DISTRICT for costs incurred in connection with the performance of any other functions by the Auditor Controller, pursuant to this section, subject to prior approval of the Governing Board

10.5. The AUTHORITY shall have the power to invest any money in the treasury of the AUTHORITY that is not required for the immediate necessities of the AUTHORITY, as the AUTHORITY determines advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code.

## 11. BONDS

11.0. Each member of the Governing Board, the Executive Officer, and treasurer shall file an official bond with the AUTHORITY. When deemed appropriate by the AUTHORITY, a master bond may be utilized as referred to in Government Code Section 1481, and the bond shall also comply with the requirements of Title 1, Division 4, Chapter 3 of the Government Code, with those sections being deemed applicable to the AUTHORITY to the extent the DISTRICT deems appropriate. The bond shall be in the amount of not less than \$50,000. The premium shall be paid by the AUTHORITY.

## 12. LIABILITY

12.0. The tort liability of the AUTHORITY and of all members of the Governing Board, and the executive officer and employees of the parties to this agreement, who may be loaned to the AUTHORITY, shall be controlled by the provisions of Division 3.6 of the Government Code. The provisions of Division 3.6 of the Government Code relating to indemnification of public employees and the defense of actions arising out of any act or omission occurring in the scope of their employment shall apply to all members of the Governing Board, officers, and employees with respect to the AUTHORITY.

12.1 Pursuant to Section 6508.1 of the Government Code, the parties agree that the RMC shall assume all liabilities arising out of or with respect to:

- (a) Any and all actions taken by AUTHORITY personnel acting on RMC property pursuant to a reciprocal management agreement between the RMC and the AUTHORITY; and
- (b) Any and all property owned by the AUTHORITY which is subject to a reciprocal management agreement between the RMC and the AUTHORITY.

12.2 Except as to those liabilities specifically provided for in Section 13.1, the parties to this Agreement specify that the debts, liabilities, and obligations of the AUTHORITY shall not be the debts, liabilities, and obligations of either of the parties to this Agreement.

12.3 In addition, the AUTHORITY may insure itself and the parties, and the officers and employees of the parties, in a manner, form and amount appropriate and acceptable to the DISTRICT and the RMC.

### 13. DISPOSITION OF PROPERTY AND FUNDS

13.0. Upon termination of this Agreement, the AUTHORITY forthwith shall wind up its affairs, including discharging all of its outstanding legal obligations. Personal property and funds remaining in the AUTHORITY shall be returned to the party from which the funds or personal property were obtained, except as mutually agreed by the parties. All real property, if any, owned by the AUTHORITY shall be conveyed as the AUTHORITY shall determine, and if no determination is made, then such property shall be deemed to be conveyed to the DISTRICT and the RMC, in equal interests, as tenants in common.

### 14. WITHDRAWAL OF PARTIES AND TERMINATION OF AGREEMENT

14.0 Any party may withdraw as a party to this Agreement provided that: (1) at the time of withdrawal, that party has either discharged, or arranged to the satisfaction of the other party to this Agreement for the discharge of, any pending legal or financial obligations it has assumed under or pursuant to this Agreement and (2) it provides written notice of its intent to withdraw to the Executive Officer not less than three months prior to the effective date of its withdrawal.

14.1. Upon the effective date of the withdrawal of either party from this Agreement, this Agreement shall be deemed terminated.

### 15. NON LIABILITY OF PARTIES

15.0. Except as provided in Section 12 of this Agreement, neither the AUTHORITY nor the Governing Board shall have the power or authority to bind the parties to this agreement, or any of them to any debt, liability, contract, or obligation, or to employ any person on behalf of the parties, or any of them,

15.1. No action or omission of the parties or any of them shall be attributable to any other parties to this agreement except as expressly provided in Section 12 of this Agreement.

15.2. The AUTHORITY may maintain such public liability and other insurance as in its discretion is deemed appropriate and to the extent the cost of premiums thereof are provided for in the approved budget of the AUTHORITY.

## 16. CONTRIBUTION OF THE PARTIES

16.0. Contribution of RMC. Exclusive of grants which the RMC may award to the AUTHORITY or the DISTRICT from time to time, the RMC contribution to the AUTHORITY shall not exceed \$35,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the RMC loaned by it to the AUTHORITY, if any.

16.1 Contribution of DISTRICT. Exclusive of grants which the DISTRICT may award to the AUTHORITY from time to time, the DISTRICT contribution to the AUTHORITY shall not exceed \$25,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the DISTRICT loaned by it to the AUTHORITY, if any.

16.2 Sections 16.0 and 16.1 shall not affect the mutual exchange of services between parties to this agreement and the AUTHORITY without payment of any consideration other than such services. Such mutual exchange of services is hereby authorized to the extent permitted by Section 6506 of the Government Code.

16.3 Each party to this agreement shall contribute \$500 per annum to cover costs of mailing notices and other required expenditures.

16.4 The RMC has delegated authority, under certain circumstances, to enter into contracts not exceeding \$35,000, without the approval from the California Department of General Services. If this contract approval delegation amount is adjusted pursuant to the State Administrative Manual or State Contracting Manual, or similar directive, the limitation on the total value of the contributions of the RMC, as described in Section 16.0, shall be automatically adjusted such that the value of such contributions shall remain within the contract delegation amount.

## 17. NON\_DISCRIMINATION

17.0. The provisions of the State of California Non-Discrimination Clause (Form 17B) are by this reference incorporated herein.

## 18. APPLICATION OF POWERS

18.0. Insofar as powers common to the DISTRICT included in this agreement, and not to the RMC, are exercised by the AUTHORITY, the governing Board and officers thereof shall exercise such powers as the administering agency of this agreement pursuant to Government code Section 6506, notwithstanding the fact that they may be appointed by, or representative of, the RMC.

## 19. AMENDMENT TO THE AGREEMENT

19.0. The provisions of this agreement shall be amended solely upon the adoption of a resolution to amend by each party to the agreement.

20. TERM

20.0 This Agreement shall continue in full force and effect from year to year until terminated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the 17<sup>th</sup> day of April, 2003 by their duly authorized representatives.

San Gabriel and Lower Los Angeles  
Rivers and Mountains Conservancy

By: [Signature]  
Chairperson

Los Angeles County Flood Control District

By: James A Noyes

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By: [Signature] Date: APR 24 2003  
Chairperson

ATTEST:  
Violet Varona-Lukens  
Executive Officer-Clerk of  
The Board of Supervisors

APPROVED AS TO FORM:  
LLOYD W. PELLMAN  
County Counsel

By: [Signature]  
DEPUTY

By: [Signature]



**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

34

APR 1 2003

Violet Varona-Lukens  
VIOLET VARONA-LUKENS  
EXECUTIVE OFFICER

**MEMORANDUM OF UNDERSTANDING  
FOR THE ESTABLISHMENT OF AN INTEGRATED REGIONAL WATER  
MANAGEMENT GROUP FOR THE SAN GABRIEL AND  
LOWER LOS ANGELES RIVERS WATERSHED**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and among the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, Los Angeles County Flood Control District, Watershed Conservation Authority, Sanitation Districts of Los Angeles County, City of Long Beach, Gateway Cities Council of Governments, Water Replenishment District, Central Basin Municipal Water District, City of El Monte, Amigos de los Rios, Los Angeles and San Gabriel Rivers Watershed Council, Tree People, Mountains Recreation and Conservation Authority and the California Coastal Conservancy. These entities are referred to collectively as the "PARTIES" and individually as the "PARTY."

WITNESSETH

WHEREAS, in November 2002 the voters of California enacted the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 ("Proposition 50"), adding provisions to the California Water Code;

WHEREAS, Chapter 8 of Proposition 50, commencing with Water Code section 79560, authorizes the Legislature to appropriate \$500 million for Integrated Regional Water Management (IRWM) projects;

WHEREAS, the intent of the IRWM program is to encourage integrated regional strategies for the management of water resources, and to provide funding, through competitive grants, for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water;

WHEREAS, The California Department of Water Resources and the State Water Resources Control Board in November 2004 issued Integrated Regional Water Management Grant Program Guidelines ("the Guidelines") to establish the process and criteria that these agencies will use jointly to solicit applications, evaluate proposals, and award grants under the IRWM Grant Program:

WHEREAS, eligible grant recipients under the Guidelines are "public agencies" defined as a city, county, city and county, district, joint powers authority, state agency or department or other political subdivision of the state, and "non-profit" organizations defined as any California corporation organized under Section 501(c)(3), 501(c)(4), or 501(c)(5) of the federal Internal Revenue

Code. Other entities may be part of the regional water management group responsible for applying for the grant and may perform work funded by the grant;

WHEREAS, under the Guidelines, the IRWM Grant Program will consist of two separate solicitations: 1) for planning and 2) implementation proposals. Implementation grants must be submitted by a regional water management group or regional agency and must: 1) document a formally adopted IRWM Plan (Plan), 2) demonstrate consistency with Plan Standards (Water Code § 79562.5(b)), 3) describe specific implementation projects for which funding is being requested, 4) prioritize proposed projects listed in the Plan, and 5) identify matching funding;

WHEREAS, under the Guidelines, the IRWM Grant Program application must: 1) identify a regional water management group or regional agency responsible for development and implementation of the plan and demonstrate that all agencies and organizations necessary to address the objectives and water management strategies of the plan were involved in the planning process, 2) identify the integrated regional water management region and explain why that region is appropriate, and 3) identify Plan objectives, the manner in which they were determined, and address major water related objectives and conflicts within the region including, at a minimum, water supply, groundwater management, ecosystem restoration, and water quality;

WHEREAS, under the Guidelines, a regional water management group, for the purpose of qualifying for a IRWM grant, is defined as three or more local public agencies where at least two of which have statutory authority over water management, which may include but is not limited to water supply, water quality, flood control, or storm water management. Other public agencies or community based organizations may also be members of a regional water management group.

WHEREAS, the PARTIES have the desire and interest to undertake the development, implementation and administration of an IRWM plan for the San Gabriel and Lower Los Angeles Rivers Watershed.

WHEREAS, other entities including, but not limited to, non-profit organizations, municipalities, and public interest groups (collectively, "STAKEHOLDERS") desire to join in the development and administration of the IRWM plan;

WHEREAS, the PARTIES desire that the stakeholders act as an advisory body for the PARTIES;

WHEREAS, the PARTIES agree to work together to apply for and solicit local, state, and federal funding, along with self-funding, as each Party deems appropriate, for implementation of the IRWM plan.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, AND THE PROVISIONS, CONDITIONS AND TERMS PROVIDED FOR HEREIN, THE PARTIES AGREE AS FOLLOWS:

**SECTION 1. PURPOSE:**

The PARTIES hereby enter into this MOU for the purpose of advancing the planning, implementation and administration of the IRWM plan for the San Gabriel and Lower Los Angeles Rivers Watershed, as each party deems appropriate.

**SECTION 2. TERM:**

This MOU shall have a term of five years, which shall commence when all the PARTIES have approved and duly executed the MOU (the "Execution Date"). The MOU may be extended by mutual written agreement of the PARTIES.

**SECTION 3. STEERING COMMITTEE:**

3.1 Formation: Within sixty days of the Execution Date, the PARTIES shall form a Steering Committee (the "Steering Committee") composed of one (1) representative from each PARTY. Each PARTY shall appoint one member to represent it on the Steering Committee. Each PARTY member shall serve at the pleasure of the appointing PARTY. Each Steering Committee member shall have one vote.

3.2 Duties & Powers: The Steering Committee shall:

- A. Meet regularly, but no less than every other month. Members of the Steering Committee shall attend meetings called by the Steering Committee Chair or any of the PARTIES.
- B. Establish, as necessary, subcommittees charged with studying, investigating and soliciting information that will advance the completion of a IRWM Plan for the San Gabriel and Lower Los Angeles Rivers Watershed.
- C. \*Establish project-evaluation criteria and project priorities consistent with the requirements of the IRWM Plan.
- D. Identify reliable and long-term funding sources for the implementation of the IRWM Plan and actively solicit funds from these sources.

- E. Prepare periodic reports for the PARTIES and STAKEHOLDERS describing the progress of the Steering Committee.
  - G. To select one of its members to be the recipient of any monies received from the State of California.
  - H. To share to the extent not otherwise prohibited by law, privilege, or previous lawful agreement, all information required to develop, prepare, and submit documents for the IRWM Plan, including monitoring data, CADD and GIS or other electronic data. Such sharing shall be subject to any applicable license agreements or other restrictions. All data shared among the PARTIES shall be provided “as is” and without warranties as to accuracy or as to any other characteristics, whether expressed or implied. The intent of this data-sharing provision is to facilitate the development of the IRWM Plan, and not to authorize use of this data for tasks unrelated to the IRWM Plan.
- 3.3 Organization of Steering Committee: The members of the Steering Committee shall elect from among themselves one (1) chairman and one (1) vice-chairman (the “Chair” and “Vice-Chair,” respectively) of the Steering Committee. The Chair and Vice-Chair shall serve for terms of one (1) year. The Chair shall preside at all meetings of the Steering Committee and the Vice-Chair shall preside in the Chair’s absence.
- 3.4 Compensation for Committee Members: Each PARTY shall be responsible for the compensation of its respective Steering Committee representative and may adopt internal polices providing for such compensation.
- 3.5 Quorum: The presence of a majority of the Steering Committee members at any meeting of the Steering Committee shall constitute a quorum for the purposes of conducting business.
- 3.6 Steering Committee Action: The affirmative vote of eight members of the Steering Committee is required for all decisions and recommendations of the Steering Committee.
- 3.7 Project Selection: The Steering Committee shall determine which proposed projects will receive grant funding acquired pursuant to the MOU. The Steering Committee will also determine which party will receive such funding.
- 3.8 Subcommittees: The Steering Committee, in its sole discretion, may from time to time create any number of subcommittees to assist the Steering Committee. The subcommittees shall be subject to the oversight of the



Steering Committee and no recommendation or finding of a sub-committee shall be binding upon the Steering Committee. Sub-committees shall be composed of any number of persons the Steering Committee sees fit in its sole discretion. Sub-committee members shall be selected from among the officers, officials, employees and members in good standing of the PARTIES and the STAKEHOLDERS.

- 3.9 Meetings: All meetings of the Steering Committee will be noticed and conducted in conformance with the Brown Act. (California Government Code § 54950, *et seq.*)

#### **SECTION 4. FISCAL PROCEDURES:**

The Steering Committee shall adopt fiscal procedures as necessary to administer grant funds that may be awarded for purposes of implementation of the IWRM Plan.

#### **SECTION 5. ADDITIONAL PARTIES:**

Other qualified nonprofit organizations and public entities may participate as PARTIES under this MOU if their admission is (a) unanimously approved by the existing PARTIES and (b) they become signatories to this MOU.

#### **SECTION 6. STAKEHOLDERS:**

For the purposes of this MOU, the term "STAKEHOLDER" shall mean any organization or entity other than a PARTY, whose vision, insight and expertise are intended to assist the Steering Committee and the PARTIES in planning for the IRWM Plan. Any organization or entity may become a STAKEHOLDER, provided: 1) its membership is unanimously approved by the Steering Committee, and 2) the organization or entity becomes a signatory to the Stakeholders' Participation MOU (the "Participation MOU"), the form of which is attached hereto as Exhibit A. STAKEHOLDERS shall be committed to active participation and failure to participate in three consecutive meetings may be cause for revocation of an entity's STAKEHOLDER status by the Steering Committee.

#### **SECTION 7. GRANTS:**

All PARTIES and STAKEHOLDERS shall use their best efforts to identify grant funding sources for implementation of the IRWM Plan and shall lend their support to Steering Committee efforts to apply for and procure such grant funds, as each PARTY deems appropriate. PARTIES and STAKEHOLDERS may also choose to contribute funds to support any and all phases of the work to be performed under this MOU.

**SECTION 8. MODIFICATION:**

This MOU shall not be amended or modified, unless by mutual written consent of all the PARTIES.

**SECTION 9. TERMINATION:**

- 9.1 Voluntary Termination: Any PARTY may terminate its participation in this MOU upon sixty (60) days' written notice to the Chair of the Steering Committee.
- 9.2 Involuntary Termination: A PARTY'S participation under this MOU may be terminated by majority vote of the PARTIES for any material breach of this MOU by the PARTY being terminated.

**SECTION 10. NO THIRD PARTY BENEFICIARIES:**

Nothing in this MOU shall be construed to give any person, other than the PARTIES hereto, and any legal or equitable right, remedy or claim under or in respect of this MOU or any provisions herein contained. This MOU and conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the PARTIES.

**SECTION 11. REFERENCE TO CALENDAR DAYS:**

Except as otherwise provided herein, any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively.

**SECTION 12. SEVERABILITY:**

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

**SECTION 13. SUCCESSORS AND ASSIGNS:**

The terms and provisions of this MOU shall be binding upon and insure to the benefit of the PARTIES hereto and their successors and assigns.

**SECTION 14. NOTICES:**

All notices required or desired to be given under this MOU shall be in writing and (a) delivered personally, or (b) sent by certified mail, return receipt to the addresses specified below, provided each PARTY may change the

address for notices by giving the other PARTIES at least ten (10) days' prior written notice of the new address. Notices shall be deemed received when actually received on the date shown on the receipt of the U.S. Postal Service, or other person making the delivery.

San Gabriel and Lower Los Angeles Rivers  
and Mountains Conservancy  
Attention: Belinda V. Faustinos  
900 S. Fremont Avenue  
Alhambra, CA 91803  
FAX (626) 959-5363

Los Angeles County Flood Control  
District  
Attention: Terri Grant  
900 S. Fremont Avenue  
Alhambra, CA 91803

Watershed Conservation Authority  
Attention: Belinda V. Faustinos  
900 S. Fremont Avenue  
Alhambra, Ca 91803

Sanitation Districts of Los Angeles County  
Attention: Mary Zauner  
1955 Workman Mill Road  
Whittier, CA 90601-1400

Central Basin Municipal Water District  
Attention: Richard Nagel  
17140 S. Avalon Blvd. Suite 210  
Carson, CA 90746-2414

Water Replenishment District of Southern California  
Attention: Robb Whitaker, General Manager  
12621 E. 166<sup>th</sup> Street  
Cerritos, CA 90703

Gateway Cities Council of Governments  
Attention: Deborah Chankin  
16401 Paramount Blvd.  
Paramount, CA 90723

City of El Monte  
Attention: Tom Hatch  
11333 Valley Blvd.

El Monte, CA 91731-3293

Mountains Recreation and Conservation Authority  
Attention: Dash Stolarz  
570 W. Avenue 26  
Los Angeles, CA 90065

California Coastal Conservancy  
Attention: Chris Kroll  
1330 Broadway, Suite 1100  
Oakland, CA 94612

City of Long Beach  
Attention: Dennis Eschen  
2760 Studebaker Road  
Long Beach, CA 90815

Los Angeles & San Gabriel Rivers Watershed Council  
Attention: Suzanne Dallman  
700 N. Alameda Street  
Los Angeles, CA 90012

TreePeople  
Attention: Rebecca Drayse  
12601 Mulholland Drive  
Beverly Hills, CA 90210

Amigos de los Rios  
Attention: Claire Robinson  
1001 Malcolm Avenue  
Los Angeles, CA 90024

**SECTION 15. EXECUTION OF MOU:**

This MOU may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this MOU represent that they have the authority to bind their respective PARTY to this MOU.

IN WITNESS WHEREOF, the PARTIES hereto have executed this MOU on the dates opposite their respective signatures:

**-COUNTERPART SIGNATURE PAGES-**

**EXHIBIT A**  
**STAKEHOLDER MEMORANDUM OF UNDERSTANDING (MOU)**  
**BY AND BETWEEN**  
**THE STAKEHOLDER SIGNATORIES**  
**AND**

**THE PARTIES TO THE MEMORANDUM OF UNDERSTANDING FOR THE**  
**ESTABLISHMENT OF A INTEGRATED REGIONAL WATERSHED**  
**MANAGEMENT GROUP FOR THE SAN GABRIEL AND LOWER LOS**  
**ANGELES RIVERS WATERSHED**

This Stakeholder MOU (the "Stakeholder MOU") is executed this \_\_\_\_ day of \_\_\_\_\_, 2005 by and between the various entities who have become signatories as Stakeholders to this Stakeholder MOU (collectively, the "Stakeholders"; individually, "Stakeholder") and the Parties (hereinafter referred to as the "Steering Committee") to the Memorandum of Understanding for the Establishment of an Integrated Regional Watershed Management Group for the San Gabriel and Lower Los Angeles Rivers Watershed (the "IRWM MOU") executed by and between the Parties on \_\_\_\_\_, 2005.

**RECITALS**

WHEREAS, the Stakeholders have an interest and desire to contribute their insight and expertise to encourage integrated regional strategies for the management of water resources and funding for projects that protect communities from drought, protect and improve water quality, and improve local water security by reducing dependence on imported water;

WHEREAS, the purpose of this Stakeholder MOU is to establish the responsibilities of the Stakeholders.

NOW, THEREFORE, the Stakeholders, their respective successors and assigns hereby covenant and agree as follows:

**ARTICLE I**

**REPRESENTATIONS OF STAKEHOLDER**

- 1.1. General Stakeholder Pledge: Each Stakeholder pledges its insight and expertise to encourage integrated regional strategies for the management of water resources and provide funding, through competitive grants, for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water.
- 1.2. Scope of Stakeholder Undertakings: Each Stakeholder agrees to:

- (a) Provide its insight and expertise to an advisory committee (hereinafter, the "Advisory Committee") created under this Stakeholder MOU and any Subcommittees created by the Parties to the IRWM MOU.
- (b) Work closely with the Parties to advance the objectives of the IRWM MOU.
- (c) Work closely with other community groups, governmental agencies, elected representatives and those participating on the Advisory Committee to advance the purposes of the IRWM MOU.

1.3 Stakeholder Guidelines: Each Stakeholder agrees to the following:

- (a) To appoint a designated representative who shall participate on the Advisory Committee as provided in this Stakeholder MOU, with the understanding that Stakeholder appointment to the Advisory Committee is conditioned on a prospective Stakeholder (a) receiving the approval of the Steering Committee under the IRWM MOU; and (b) becoming a signatory to this Stakeholder MOU.
- (b) A Stakeholder's unexcused failure to participate by attendance of a representative at three consecutive Advisory Committee meetings shall be considered cause to terminate a Stakeholder's status as a Stakeholder.
- (c) The IRWM MOU Steering Committee, by simple majority vote, may revoke a Stakeholder's status as a Stakeholder with or without cause.

1.4. Internal Organization: Collectively, the Stakeholders shall constitute the Advisory Committee to the Parties to the IRWM MOU. Subject to this Stakeholder MOU and the IRWM MOU, the Stakeholders, collectively, shall devise an internal governing structure for the Advisory Committee. However, the Stakeholders shall vote to elect a Chair of the Stakeholder Advisory Committee, with each Stakeholder having one vote. The Advisory Committee shall also elect a Vice-Chair, who shall assume the duties of Chair in his or her absence. The Advisory Committee shall also elect a Secretary who shall record all actions taken by the Advisory Committee. The Vice-Chair and Secretary shall be elected in a manner identical to that for the election of Chair.

1.5. Representation on the Steering Committee of the IRWM. The Chair of the Stakeholder Advisory Committee shall serve as the Stakeholders' representative to the Steering Committee of the IRWM MOU.

1.6. Advisory Committee Responsibilities: The Advisory Committee shall function in an advisory capacity to the Steering Committee on technical matters when such input is solicited. Stakeholders on the Advisory Committee may offer varied technical skills or expertise which may provide assistance to the Parties to the IRWM MOU in developing and implementing the Integrated Regional Watershed Management Plan (the Plan). In addition, Stakeholder representatives may provide a valuable resource in communicating information about the Plan to groups they represent. The Advisory Committee shall provide its recommendations to the Steering Committee through its Chair or through special presentations of its findings. All commitments, encumbrances, and key facility design decisions shall be made by the Parties to the IRWM MOU.

- 1.7. Withdrawal From IRWM Stakeholder MOU: Any Stakeholder may withdraw from the Stakeholder MOU, without obligation, upon fifteen (15) days' prior written notice to the Chair of the Advisory Committee.

## **ARTICLE II**

### **PARTIES**

- 2.1. Change of Stakeholder Status: Any Stakeholder who becomes a signatory to the IRWM MOU or any future permanent IRWM MOU shall automatically cease to be a Stakeholder and may no longer participate as a Stakeholder.

## **ARTICLE III**

### **MISCELLANEOUS**

- 3.1. Notice: Notices under this Stakeholder MOU shall be sufficient if in writing and addressed to the Chair of the Advisory Committee and/or the Chair of the Steering Committee under the IRWM MOU, as applicable.
- 3.2. Modification: This Stakeholder MOU may only be modified by mutual written consent of all the Stakeholders and to the Steering Committee under the IRWM MOU.
- 3.3. Non-Assignment: No Stakeholder may assign its rights or obligations under this Stakeholder MOU without the unanimous consent of the members of the Parties.
- 3.4. Authorization to Sign: Each person signing this Stakeholder MOU on behalf of a prospective Stakeholder warrants that he or she has been duly authorized to sign on that entities' behalf and bind the entity to the terms and conditions contained herein.
- 3.5. Execution: Each prospective Stakeholder may execute by submitting the signature page of this Stakeholder MOU to the Chair of the Advisory Committee. The Advisory Committee shall retain a copy and submit the original to the Chair of the IRWM MOU Steering Committee. The signature pages shall be collected and shall remain on file.

IN WITNESS WHEREOF, the Parties have executed this Stakeholder MOU on the date first indicated above.