

MEMORANDUM OF UNDERSTANDING

FOR

COORDINATION OF WATER RESOURCES PLANNING RELATING TO PROPOSITION 50 GRANT FUNDING AND IMPLEMENTATION

This Memorandum of Understanding (MOU) is entered into as of October 25, 2006, by and among the Los Angeles County Flood Control District, Las Virgenes Municipal Water District, West Basin Municipal Water District, City of Los Angeles Department of Water and Power, Main San Gabriel Watermaster, Watershed Conservation Authority, San Gabriel Basin Water Quality Authority, County Sanitation Districts of Los Angeles County, Gateway Cities Council of Governments, Santa Monica Bay Restoration Commission, and City of Los Angeles Bureau of Sanitation, and any other local public agencies, non-profit groups, and Public Utility Commission regulated entities within the Los Angeles County Region that become signatories as provided herein for the purpose of coordinating water resources planning activities relating to Proposition 50 grant funding and implementation. Signatories to this MOU shall hereinafter be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, it is in the interests of the Parties, and the region served by the Parties, that the water resources the Parties share in common are responsibly managed, protected, and conserved to the extent feasible; and,

WHEREAS, the Parties desire to prepare an Integrated Regional Water Management Plan (hereinafter referred to as "IRWMP") for the Greater Los Angeles County Region in accordance with the Integrated Regional Water Management Planning Act of 2002, Division 6, Part 2.2 of the California Water Code, and Proposition 50, Division 26.5, Chapter 8 of the California Water Code;

NOW, THEREFORE, it is mutually understood and agreed as follows:

SECTION 1: PURPOSES AND GOALS

1.1 Purposes and Goals:

The Parties desire to coordinate and share information concerning water resources management planning programs and projects and other information for Proposition 50 grant funding and implementation, and to improve and maintain overall communication among the Parties. It is anticipated that coordination and information sharing among the Parties will assist the agencies in achieving their respective missions in a cost-effective and environmentally responsive manner and contribute to the overall well-being of the region.

SECTION 2: JOINT AGENCY PLANNING FOR PROJECTS AND PROGRAMS

2.1 Projects and Programs:

It is the intent of the Parties that they coordinate and collaborate to develop and implement projects and programs individually or jointly in groups. Applicable projects and programs include, but are not limited to, the following:

2.1.1 An IRWMP for the Greater Los Angeles County Region.

2.1.2 Solicitation of external funding for implementation of the IRWMP for the Greater Los Angeles County Region.

2.2 Formation of Regional Water Management Group and Adoption of the IRWMP:

The execution of this MOU by the Parties shall constitute the formation of a Regional Water Management Group, consisting of the Parties, to prepare and adopt an IRWMP for the greater Los Angeles County Region in accordance with the Integrated Regional Water Management Planning Act of 2002 and Section 10541 of the California Water Code for granting activities related to Proposition 50.

SECTION 3: GENERAL PROVISIONS

- 3.1 **Term:** This MOU shall become effective on the date first above written and shall expire on December 31, 2010 or upon its replacement by the adoption of a subsequent MOU, Agreement, or Joint Powers Authority Agreement, or unless earlier terminated by mutual written agreement of all Parties. Any Party may terminate its participation in this MOU upon 60 days' written notice to the remaining Parties.
- 3.2 **Addition of Parties:** Other local public agencies (as defined in Section 10533 of the California Water Code), non-profit groups, and Public Utility Commission regulated entities within the Los Angeles County Region may adopt this MOU and, thereby, become a member of the Parties.
- 3.3 **Construction of Terms:** This MOU is for the sole benefit of the Parties and shall not be construed as granting rights to any person other than the Parties or imposing obligations on a Party to any person other than another Party.
- 3.4 **Good Faith:** Each Party shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of its terms.
- 3.5 **Governing Law:** This MOU is made under and shall be governed by the laws of the State of California.
- 3.6 **Rights of the Parties and Constituencies:** This MOU does not contemplate the Parties taking any action that would:

3.6.1 Adversely affect the rights of any of the Parties; or,

3.6.2 Adversely affect the customers or constituencies of any of the Parties.

3.7 **Execution:** 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 have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

By Donald L. Wolfe
Chief Engineer

Date: October 25, 2006

ATTEST:


APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Judith Ann
Deputy

Date: October 29, 2006

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.



Art Aguilar, General Manager
Central Basin Municipal Water District
17140 S. Avalon Blvd., Suite 300
Carson, CA 90746-1296

Date: Dec. 11, 2006

DH:gs Fav\cb\eng\memo\cbmwd wr06

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

City of Arcadia

William R. Kelly
William R. Kelly, City Manager

Date: 11/28, 2006

ATTEST:


Vign Murren
City Clerk

APPROVED AS TO FORM:

Stephen P. Deitsch
Stephen P. Deitsch
City Attorney

Date: November 28, 2006

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates opposite their respective signatures.



Ronald E. Davis
BWP, General Manager

Date: November 21, 2006

City of Burbank, Water & Power

Vertical text, possibly a stamp or signature, located in the bottom right corner of the page.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates opposite their respective signatures.



Paul W. Bowlen, Mayor
City of Cerritos
18125 Bloomfield Avenue
P.O. Box 3130
Cerritos, CA 90703-3130

Date: January 22, 2007

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum
Of Understanding as of the dates opposite their respective signatures.

Meredith Perkins

Meredith Perkins, Mayor
City of Downey

Date: 11-20-06

- 3.6 **Rights of the Parties and Constituencies:** This MOU does not contemplate the Parties taking any action that would:
- 3.6.1 Adversely affect the rights of any of the Parties; or,
 - 3.6.2 Adversely affect the customers or constituencies of any of the Parties.
- 3.7 **Execution:** 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.

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ADOPTED AND APPROVED THIS 27 DAY OF February, 2007.

CITY OF LAKEWOOD



MAYOR

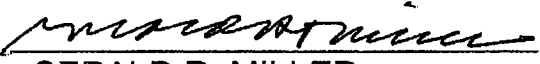
ATTEST:



CITY CLERK

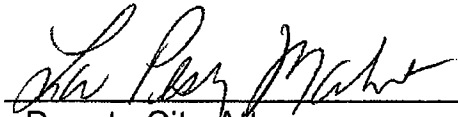
IN WITNESS WHEREOF, the PARTIES have executed the Memorandum of Understanding as of the dates indicated.

CITY OF LONG BEACH

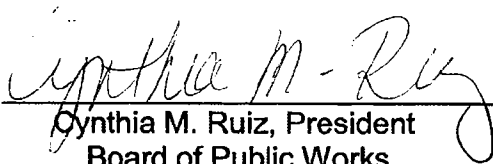
By:  Date: 1.9, 2007
GERALD R. MILLER
CITY MANAGER

APPROVED AS TO FORM

ROBERT E. SHANNON
CITY ATTORNEY

By:  Date: 1/8/07, 2007
Deputy City Attorney

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates opposite their respective signatures.



Cynthia M. Ruiz, President
Board of Public Works
City of Los Angeles

Date: 10-20, 2006

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Ronald F. Deaton
 Ronald F. Deaton, General Manager
 Los Angeles Department of Water and Power
 111 N. Hope Street, Room 1550
 Los Angeles, CA 90012

Date: December 13, 2006

Barbara E. Moschos
 Secretary

 Donald L. Wolfe, Director
 Los Angeles County Flood Control District
 900 S. Fremont Avenue
 Alhambra, CA 91803-1331

Date: _____, 2006

 Rich Nagel, General Manager
 West Basin Municipal Water District
 17140 S. Avalon Blvd., Suite 210
 Carson, CA 90746

Date: _____, 2006

 Shelley Luce, Executive Director
 Santa Monica Bay Restoration Commission
 320 W. Fourth Street, Suite 200
 Los Angeles, CA 90013

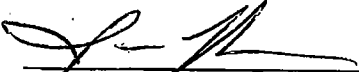
Date: _____, 2006

APPROVED AS TO FORM AND LEGALITY
 ROCKARD J. DELGADILLO, CITY ATTORNEY

OCT 25 2006
 BY Julie A. Conboy
 JULIE A. CONBOY
 Deputy City Attorney

AUTHORIZED BY RES. 007 081
 NOV 21 2006

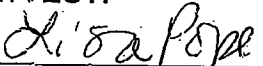
IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates opposite their respective signatures.



JIM THORSEN, City Manager
City of Malibu

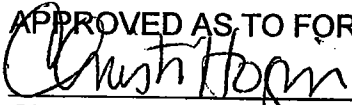
Date: December 11, 2006

ATTEST:



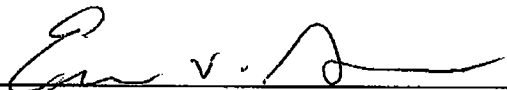
LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:



CHRISTI HUGIN, City Attorney

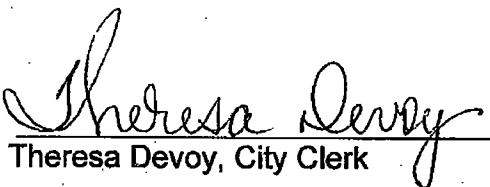
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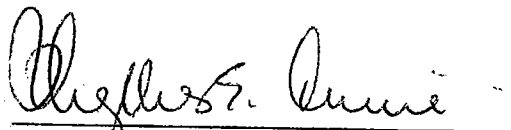
Ernie V. Garcia, City Manager
City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650

Date: January 18, 2007

ATTEST:


Theresa Devoy, City Clerk

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates opposite their respective signatures.



Phyllis E. Currie, General Manager
Pasadena Water and Power

Date: December 15, 2006

- 3.4 **Good Faith:** Each Party shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of its terms.
- 3.5 **Governing Law:** This MOU is made under and shall be governed by the laws of the State of California.
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IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the date noted above.

THE CITY OF SANTA FE SPRINGS

By: _____


CITY MANAGER

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

RESOLUTION NO. 07-05-02

A RESOLUTION OF THE GOVERNOING BOARD OF THE
WESTSIDE CITIES COUNCIL OF GOVERNMENTS
AUTHORIZING THE CHAIR TO SIGN THE MEMORANDUM
OF UNDERSTANDING BY AND AMONG LOCAL PUBLIC
AGENCIES IN THE GREATER LOS ANGELES COUNTY
REGION FOR COORDINATION OF WATER RESOURCES
PLANNING RELATING TO PROPOSITION 50 GRANT
FUNDING AND IMPLEMENTATION

The Governing Board of the Westside Cities Council of Governments does hereby resolve and order as follows:

Section 1. Many local public agencies in the Greater Los Angeles County Region desire to prepare an Integrated Regional Water Management Plan for the Greater Los Angeles County Region in accordance with the Integrated Regional Water Management Act of 2002, Division 6, Part 2.2 of the California Water Code and Proposition 50, Division 26.5, Chapter 8 of the California Water Code.

Section 2. A Memorandum of Understanding has been prepared for these local agencies in the Los Angeles County Region to coordinate water resources planning relating to Proposition 50 grant funding and implementation. The parties to the Memorandum of Understanding will coordinate and share information concerning water resources management planning programs and will together develop an Integrated Regional Water Management Plan for the region.

Section 3. The Governing Board of the Westside Cities Council of Governments hereby authorizes Chair Richard Bloom to execute the abovementioned Memorandum of Understanding on behalf of the Westside Cities Council of Governments.

PASSED, APPROVED AND ADOPTED this 31st day of May, 2007.


RICHARD BLOOM, Chair

ATTEST:


JOHN HEILMAN, Secretary

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY



James F. Stahl
Chief Engineer and General Manager
OCT 25 2006

ATTEST:



Secretary to the Board

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.



Desi Alvarez, Director of Public Works
City of Downey for
Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723

Date: 11/15, 2006

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures¹.

LAS VIRGENES MUNICIPAL WATER DISTRICT

By  _____
General Manager

Date: 11/14/06, 2006

¹ Original IRWMP MOU signature page on file at LVMWD per LVMWD Board approval on October 24, 2006.

IN WITNESS WHEREOF, the PARTIES have executed the Memorandum of Understanding as of the dates opposite their respective signatures.

LONG BEACH WATER DEPARTMENT

By Kevin L. Watten
General Manager

Date: December 13, 2006

ATTEST:

APPROVED AS TO FORM

ROBERT E. SHANNON, City Attorney

By Sha Peck M.L.T. 12/21/06
Deputy Attorney

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates opposite their respective signatures.



Date: October 18, 2006

Daniel E. Griset
President, Board of Directors
Los Angeles and San Gabriel Rivers Watershed Council

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

MAIN SAN GABRIEL BASIN WATERMASTER



Carol Williams, Executive Officer

Date: Nov 1, 2006

Approved as to form:



Counsel for Watermaster

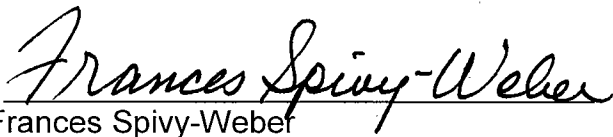
IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates opposite their respective signatures.



Date: October 17, 2006

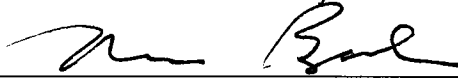
Mary K. Benson, Executive Director
National Heritage Foundation
Los Angeles Trails Project
A 501(c)3 non-profit corporation
11070 Sheldon Street
Sun Valley, California 91352

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.



Frances Spivy-Weber
Co-President
Palos Verdes/ South Bay Audubon

Date: Dec. 6, 2006



Martin Byhower
Co-President
Palos Verdes/South Bay Audubon

Date: Dec. 6, 2006

Date: October 23, 2006

Belinda V. Faustinos

Belinda V. Faustinos, Executive Officer
San Gabriel and Lower Los Angeles
Rivers and Mountains Conservancy
900 S. Fremont Avenue, Annex Bldg.
Alhambra, CA 91803

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

Grace J. Burgess
Grace J. Burgess
Executive Director
San Gabriel Basin Water Quality Authority

Date: October 19, 2006

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates opposite their respective signatures.



Shelley Luce, Executive Director
Santa Monica Bay Restoration Commission
320 W. 4th Street, Suite 200
Los Angeles, CA 90013

Date: 10/10, 2006

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

TREEDIPPLE, INC.


Thomas R. Hansen

THOMAS R. HANSEN EXECUTIVE DIRECTOR

Date: 4/4/07 ~~2006~~

Insert your Agencies Signature Block

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates opposite their respective signatures.



Robb Whitaker
General Manager
Water Replenishment District of Southern California

Date: 11/16, 2006

Date: October 25, 2006

Belinda V. Faustinos

Belinda V. Faustinos, Executive Officer
Watershed Conservation Authority
900 S. Fremont Avenue, Annex Bldg.
Alhambra, CA 91803

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.



Richard Nagel
General Manager
West Basin Municipal Water District

Date: 10/30, 2006