



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 28, 2006

IN REPLY PLEASE
REFER TO FILE: W-0

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY
SUPPLEMENTAL CONSULTANT SERVICES AGREEMENT AND MEMORANDUM
OF UNDERSTANDING FOR PREPARATION AND FINANCING OF INTEGRATED
REGIONAL WATER MANAGEMENT PLAN FOR THE ANTELOPE VALLEY
SUPERVISORIAL DISTRICT 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40,
ANTELOPE VALLEY:**

1. Delegate authority to the Director of Public Works or his designee to negotiate and execute a Memorandum of Understanding (MOU) between the Los Angeles County Waterworks District No. 40, Antelope Valley (District), 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, and Rosamond Community Services District (Participants), substantially the same form as the enclosed MOU, for a collaborative effort in the preparation and financing of the Plan.
2. Delegate authority to the Director of Public Works or his designee to enter into a supplemental agreement with Kennedy/Jenks Consultants to provide additional engineering and related services for the preparation of an Integrated Regional Water Management Plan (Plan) for the Antelope Valley, at a not-to-exceed cost of \$325,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Director of Public Works or his designee to enter into a supplemental agreement with Kennedy/Jenks Consultants to provide additional engineering and related services for the Plan and to negotiate and execute an MOU between the District and Participants to collaboratively prepare and finance the Plan.

Implementation of Strategic Plan Goals

These actions are consistent with the County Strategic Plan Goal of Fiscal Responsibility since they would allow the District to prepare the Plan in accordance with State guidelines in the most cost-efficient manner and to be eligible for future State and Federal grant funds to augment the County's funding sources.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund. The recommended supplemental agreement for the project is for an aggregate not-to-exceed fee of \$325,000. Funding for the District's share of this supplemental agreement is available in the District's Fiscal Year 2006-07 General Fund (N63). Approximately 82 percent of the cost will be reimbursed by the Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Integrated Regional Water Management Planning Act of 2002, as codified in California Water Code §10530 through 10546, establishes the requirements to prepare and adopt an integrated regional water management plan. An integrated regional water management plan must be prepared and adopted by a regional water management group consisting of three or more local public agencies, at least two of which have statutory authority over water supply, participating by means of a memorandum of understanding or other written agreement. The Plan will be prepared and adopted in accordance with the requirements of the Code.

A standard Consultant Services Agreement, previously approved as to form by County Counsel, will be used to award the work to Kennedy/Jenks Consultants. The supplemental agreement includes a clause for termination of services upon prior written notice and a renegotiation clause as directed by your Board.

As requested by your Board on August 12, 1997, Kennedy/Jenks Consultants is willing to consider Greater Avenues for Independence Program/General Relief Opportunity for work participants for future employment.

Kennedy/Jenks Consultants is in full compliance with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program) and Chapter 2.203 (Contractor Employee Jury Service Program).

As required by your Board, language has been incorporated into the original contract stating that the contractor shall notify its employees, and shall require each subcontractor to notify its employees, about Board Policy 5.135, the Safely Surrendered Baby Law, and that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws.

The enclosed MOU will establish the cost-sharing arrangement between the District and Participants. The MOU is approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. Preparation of the Plan does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. The Plan, therefore, does not constitute a project or approval of a project pursuant to Section 301 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15378 of the California Environmental Quality Act guidelines.

CONTRACTING PROCESS

On March 15, 2005 (Synopsis 33), your Board authorized the Director of Public Works to enter into Agreement No. PW12845 with Kennedy/Jenks Consultants to provide engineering and related services for the 2005 Integrated Urban Water Management Plan for the Antelope Valley, for a not-to-exceed fee of \$191,300.

The Honorable Board of Supervisors
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The scope of work for the Integrated Urban Water Management Plan included tasks for preparation of the Plan with the Quartz Hill Water District, Rosamond Community Services District, County Sanitation District No. 14 of Los Angeles County, and County Sanitation District No. 20 of Los Angeles County. However, additional engineering services are required by Kennedy/Jenks Consultants to expand the work to also include the Antelope Valley-East Kern Water Agency, Palmdale Water District, Littlerock Creek Irrigation District, Antelope Valley State Water Contractors Association, City of Palmdale, and City of Lancaster.

This supplemental agreement will increase the not-to-exceed contract amount by \$325,000.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended consultant services.

CONCLUSION

Please return two approved copies of this letter to Public Works, Waterworks and Sewer Maintenance Division.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

DP:ir
BDL2267

Enc.

cc: Chief Administrative Office
County Counsel

M E M O R A N D U M O F U N D E R S T A N D I N G

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into on this ___ day of _____ by and between the Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, Antelope Valley State Water Contractors Association, 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, hereinafter referred to as "DISTRICT," and in the aggregate hereinafter referred to as "parties":

W I T N E S S E T H

WHEREAS, the parties are designated as a "Regional Water Management Group" under the California Water Code Division 6, Part 2.2, known as the *Integrated Regional Water Management Planning Act of 2002*, hereinafter referred to as "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) 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.
- (c) 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.

WHEREAS, Section 10537 of the ACT states that "Regional Water Management Group" means a group in which three or more local public agencies, at least two of which have statutory authority over water supply, 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 public agencies; and

WHEREAS, under the ACT, the parties propose to collaboratively prepare an Integrated Regional Water Management Plan for the Antelope Valley, hereinafter referred to as "PLAN," as set forth in this MOU; and

WHEREAS, the study area for the PLAN includes all, or a portion of, the service areas 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 DISTRICT within the Antelope Valley; and

WHEREAS, the DISTRICT is willing to administer a contract ("CONTRACT") to engage a third-party consultant ("CONSULTANT") to prepare the PLAN, including preparation of a request for proposals, evaluation of CONSULTANT proposals, award of the CONTRACT, and general oversight of the CONTRACT; and

WHEREAS, 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, and Rosamond Community Services District are willing to provide the CONSULTANT with the necessary data to prepare the PLAN and to review and comment on the draft versions of the PLAN; and

WHEREAS, the "CONSULTANT COSTS" for preparation of the PLAN consist of all amounts paid to the CONSULTANT upon completion of the PLAN; and

WHEREAS, the CONSULTANT COSTS are currently estimated to amount to \$325,000 with DISTRICT'S share being \$60,000, Antelope Valley-East Kern Water Agency's share being \$50,000, Palmdale Water District's share being \$60,000, Quartz Hill Water District's share being \$5,000, Littlerock Creek Irrigation District's share being \$5,000, City of Palmdale's share being \$50,000, City of Lancaster's share being \$45,000, County Sanitation District No. 14 of Los Angeles County's share being \$22,500, County Sanitation District No. 20 of Los Angeles County's share being \$22,500, and Rosamond Community Services District's share being \$5,000, and

WHEREAS, the FINAL PLAN is defined to be the version of the PLAN that is deemed ready for adoption by 50 percent or more of the representatives from the DISTRICT, 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, and Rosamond Community Services District, where each agency has one representative.

WHEREAS, the ADOPTED PLAN is defined to be the version of the PLAN that is adopted by the governing bodies of at least three or more member agencies to the Regional Water Management Group, two of which have statutory authority over water supply, as evidenced by resolutions substantially similar to the sample included as Exhibit A.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties and of the promises herein contained, it is hereby agreed as follows:

(1) ANTELOPE VALLEY-EAST KERN WATER AGENCY AGREES:

- a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.
- b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or Antelope Valley-East Kern Water Agency's comments may not be incorporated in the FINAL PLAN.
- c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.
- d. To provide a contribution in the amount of \$50,000 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.
- e. To deposit the contribution in the amount of \$50,000 with the DISTRICT within thirty (30) calendar days of execution of this MOU.
- f. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(2) PALMDALE WATER DISTRICT AGREES:

- a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.
- b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or Palmdale Water District's comments may not be incorporated in the FINAL PLAN.
- c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.
- d. To provide a contribution in the amount of \$60,000 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.
- e. To deposit the contribution in the amount of \$60,000 with the DISTRICT within thirty (30) calendar days of execution of this MOU.
- f. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(3) QUARTZ HILL WATER DISTRICT AGREES:

- a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.
- b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or Quartz Hill Water District's comments may not be incorporated in the FINAL PLAN.

- c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.
- d. To provide a contribution in the amount of \$5,000 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.
- e. To deposit the contribution in the amount of \$5,000 with the DISTRICT within thirty (30) calendar days of execution of this MOU.
- f. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(4) LITTLEROCK CREEK IRRIGATION DISTRICT AGREES:

- a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.
- b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or Littlerock Creek Irrigation District's comments may not be incorporated in the FINAL PLAN.
- c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.
- d. To provide a contribution in the amount of \$5,000 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.
- e. To deposit the contribution in the amount of \$5,000 with the DISTRICT within thirty (30) calendar days of execution of this MOU.

- f. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(5) ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION AGREES:

- a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.
- b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or Antelope Valley State Water Contractors Association's comments may not be incorporated in the FINAL PLAN.
- c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.
- d. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(6) CITY OF PALMDALE AGREES:

- a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.
- b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or City of Palmdale's comments may not be incorporated in the FINAL PLAN.
- c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.

- d. To provide a contribution in the amount of \$50,000 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.
- e. To deposit the contribution in the amount of \$50,000 with the DISTRICT within thirty (30) calendar days of execution of this MOU.
- f. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(7) CITY OF LANCASTER AGREES:

- a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.
- b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or City of Lancaster's comments may not be incorporated in the FINAL PLAN.
- c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.
- d. To provide a contribution in the amount of \$45,000 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.
- e. To deposit the contribution in the amount of \$45,000 with the DISTRICT within thirty (30) calendar days of execution of this MOU.
- f. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

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

- a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.
- b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or County Sanitation District No. 14 of Los Angeles County's comments may not be incorporated in the FINAL PLAN.
- c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.
- d. To provide a contribution in the amount of \$22,500 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.
- e. To deposit the contribution in the amount of \$22,500 with the DISTRICT within thirty (30) calendar days of execution of this MOU.
- f. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

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

- a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.
- b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or County Sanitation District

No. 20 of Los Angeles County's comments may not be incorporated in the FINAL PLAN.

- c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.
- d. To provide a contribution in the amount of \$22,500 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.
- e. To deposit the contribution in the amount of \$22,500 with the DISTRICT within thirty (30) calendar days of execution of this MOU.
- f. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(10) ROSAMOND COMMUNITY SERVICES DISTRICT AGREES:

- a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.
- b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or Rosamond Community Services District's comments may not be incorporated in the FINAL PLAN.
- c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.
- d. To provide a contribution in the amount of \$5,000 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.

- e. To deposit the contribution in the amount of \$5,000 with the DISTRICT within thirty (30) calendar days of execution of this MOU.
- f. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

(11) DISTRICT AGREES:

- a. To administer a CONSULTANT CONTRACT for the PLAN, including preparation of a request for proposals, evaluation of CONSULTANT proposals, award of a CONSULTANT CONTRACT, and oversight of the CONSULTANT services.
- b. To facilitate stakeholder meetings.
- c. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT or such information and data, should it be provided at a later date, may not be incorporated in the PLAN due to time constraints.
- d. To provide each agency with copies of the draft and final versions of technical reports and the draft PLAN within seven (7) calendar days from the date of receipt of said documents from the CONSULTANT, and to transmit comments to the CONSULTANT within seven (7) calendar days from the date of receipt of said documents from each agency.
- e. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the DISTRICT or DISTRICT's comments may not be incorporated in the PLAN.
- f. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.
- g. To provide a contribution in the amount of \$60,000 towards the CONSULTANT COSTS collectively shared by the DISTRICT, Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.

- h. To prepare, review, and approve future grant applications for implementation of the ADOPTED PLAN.

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

- a. If the governing body 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 or DISTRICT does not adopt the PLAN within forty-five (45) calendar days from the date of receipt of the FINAL PLAN, such action or inaction shall constitute withdrawal from the Regional Water Management Group. An agency which withdraws from the Regional Water Management Group may be reinstated when the agency adopts the FINAL PLAN and agrees to any additions and/or amendments to the MOU.
- b. Upon completion of the ADOPTED PLAN, the DISTRICT shall prepare a final accounting (the "Accounting") of all final actual CONSULTANT COSTS for review by the Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District.
- c. If the funds deposited with the DISTRICT exceed the CONSULTANT COSTS, based upon the Accounting, the DISTRICT shall refund the excess funds to the Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District in proportion to their contribution towards the CONSULTANT COSTS within sixty (60) days after completion of the PLAN.
- d. If the CONSULTANT COSTS exceed the funds deposited with the DISTRICT, the Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, and Rosamond Community Services District will supplement this MOU to fund the additional portion of the CONSULTANT COSTS in excess of the funds deposited with the DISTRICT in proportion to their original contributions towards the CONSULTANT COSTS.

- e. This MOU may be amended or modified only by mutual written consent of all parties.
- f. The Regional Water Management Group shall terminate twenty (20) years after the date of execution unless renewed by mutual written consent from all parties prior to expiration.
- g. All parties agree to release the DISTRICT of any liability and in connection with all claims arising out of this MOU, including relating to the CONTRACT with the CONSULTANT, and including in connection with any and all claims by third parties relating to the CONSULTANT's work under the CONTRACT and/or any violation or alleged violation of the ACT as a result thereof, including pursuant to Civil Code Section 1542, which states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”
- h. Notwithstanding the foregoing and notwithstanding any provision of law, including as contained in the California Government Code, and including Sections 895 *et. seq.*, therein, any and all liability or expenses (including attorneys' and experts' fees and related costs) to the DISTRICT for claims by third parties or CONSULTANT and injury to third parties or CONSULTANT, arising from or relating to this MOU shall be allocated among the parties on the basis of the percent of contribution required of each party under this MOU. As an example only, the percentage of contribution of Antelope Valley-East Kern Water Agency is 15 percent. Each party shall reimburse the DISTRICT for its allocated share of the costs described herein within thirty (30) calendar days of issuance of an invoice by the DISTRICT. The term "injury" shall have the meaning prescribed by Section 810.8 of the Government Code. This provision shall survive termination of this Agreement.
- i. 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 possible.
- j. Any correspondence, communication, or contact concerning this MOU shall be directed to the following:

ANTELOPE VALLEY-EAST KERN WATER AGENCY:

Mr. Russell E. Fuller
General Manager
6500 West Avenue N
Palmdale, CA 93551

PALMDALE WATER DISTRICT:

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

QUARTZ HILL WATER DISTRICT:

Mr. Dave Meraz
General Manager
42141 50th Street West
Quartz Hill, CA 93536

LITTLEROCK CREEK IRRIGATION DISTRICT:

Mr. Brad Bones
General Manager
35141 North 87th Street East
Littlerock, CA 93543

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION:

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

CITY OF PALMDALE:

Mr. Leon Swain
Public Works Director
38250 Sierra Highway
Palmdale, CA 93550

CITY OF LANCASTER:

Mr. Randy Williams
Public Works Director
44933 Fern Avenue
Lancaster, CA 93534

COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY:

Mr. James F. Stahl
Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601

COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY:

Mr. James F. Stahl
Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601

ROSAMOND COMMUNITY SERVICES DISTRICT:

Mr. Claud Seal
Assistant General Manager
3179 35th Street
Rosamond, CA 93560

DISTRICT:

Mr. Manuel del Real
Assistant Deputy Director
Waterworks & Sewer Maintenance Division
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. Each person signing this 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.
- l. This MOU may be executed in counterparts, each counterpart being an integral part of this MOU.

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

ANTELOPE VALLEY-EAST KERN
WATER AGENCY

By _____

APPROVED AS TO FORM:

By _____
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by PALMDALE WATER DISTRICT; and

PALMDALE WATER DISTRICT

By _____

APPROVED AS TO FORM:

By _____
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by QUARTZ HILL WATER DISTRICT; and

QUARTZ HILL WATER DISTRICT

By _____

APPROVED AS TO FORM:

By _____
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by LITTLE ROCK CREEK IRRIGATION DISTRICT; and

LITTLE ROCK CREEK IRRIGATION DISTRICT

By _____

APPROVED AS TO FORM:

By _____
Legal Counsel

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

ANTELOPE VALLEY STATE WATER
CONTRACTORS ASSOCIATION

By _____

APPROVED AS TO FORM:

By _____
Legal Counsel

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

CITY OF PALMDALE

By _____
James C. Ledford
Mayor

APPROVED AS TO FORM:

By _____
William Matthew Ditzhazy
City Attorney

ATTEST:

By: _____
Victoria L. Hancock, CMC
City Clerk

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

CITY OF LANCASTER

By _____

APPROVED AS TO FORM:

By _____
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY; and

COUNTY SANITATION DISTRICT NO. 14
OF LOS ANGELES COUNTY

By _____

APPROVED AS TO FORM:

By _____
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY; and

COUNTY SANITATION DISTRICT NO. 20
OF LOS ANGELES COUNTY

By _____

APPROVED AS TO FORM:

By _____
Legal Counsel

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

ROSAMOND COMMUNITY
SERVICES DISTRICT

By _____

APPROVED AS TO FORM:

By _____
Legal Counsel

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

DISTRICT:

LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 40

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

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

WHEREAS, 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 are designated as a "Regional Water Management Group" under the California Water Code Division 6, Part 2.2, known as the *Integrated Regional Water Management Planning Act of 2002*, hereinafter referred to as "ACT"; and

WHEREAS, under the ACT, the parties collaboratively prepared an Integrated Regional Water Management Plan for the Antelope Valley that meets the requirements of the ACT, hereinafter referred to as "PLAN"; and

WHEREAS, 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.

WHEREAS, the adoption of the PLAN will allow the Antelope Valley Region to compete for State grant funding available under Proposition 50, proposed Proposition 84, and other future State and/or Federal grant programs.

NOW, THEREFORE, BE IT RESOLVED, that the *[governing body of agency]*, hereby adopts the PLAN.

The foregoing Resolution was adopted on the ___ day of _____, 2007, by the *[governing body of agency]*, as the governing body of the *[agency]*.

By _____

APPROVED AS TO FORM:

By _____
Legal Counsel

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

WHEREAS, 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 are designated as a "Regional Water Management Group" under the California Water Code Division 6, Part 2.2, known as the *Integrated Regional Water Management Planning Act of 2002*, hereinafter referred to as "ACT"; and

WHEREAS, under the ACT, the parties collaboratively prepared an Integrated Regional Water Management Plan for the Antelope Valley that meets the requirements of the ACT, hereinafter referred to as "PLAN"; 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) 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.
- (c) 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.

WHEREAS, the adoption of the PLAN will allow the Antelope Valley Region to compete for State grant funding available under Proposition 50, proposed Proposition 84, and other future State and/or Federal grant programs.

NOW, THEREFORE, BE IT RESOLVED, that the *[governing body of agency]*, hereby adopts the PLAN.

The foregoing Resolution was adopted on the ___ day of _____, 2007, by the *[governing body of agency]*, as the governing body of the *[agency]*.

By _____

APPROVED AS TO FORM:

By _____
Legal Counsel