



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

September 24, 2024

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

59 September 24, 2024

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY,
AND INTERESTED PARTIES FOR ONGOING SUPPORT FOR THE
ANTELOPE VALLEY REGIONAL WATER MANAGEMENT GROUP
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to authorize the Director of Public Works or his designee to execute an Amended and Restated Memorandum of Understanding with all members of the Antelope Valley Regional Water Management Group and authorize funding in an amount not to exceed \$20,308 toward the costs for ongoing support and groundwater level monitoring efforts in the Antelope Valley Basin.

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

1. Find that the approval of the Amended and Restated Memorandum of Understanding is not a project under the California Environmental Quality Act.
2. Delegate authority to the Director of Public Works or his designee to negotiate and execute an Amended and Restated Memorandum of Understanding between all members of the Antelope Valley Regional Water Management Group to establish the cost sharing amounts of each member for ongoing regional stakeholder meetings, project updates, and grant support.
3. Authorize funding by the Los Angeles County Waterworks District No. 40, Antelope Valley, toward

the cost for ongoing support and groundwater level monitoring effort in the Antelope Valley Basin in an amount not to exceed \$20,308.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Director of Public Works or his designee to execute the enclosed Amended and Restated Memorandum of Understanding (MOU) with other members of the Antelope Valley Regional Water Management Group (Antelope Valley RWMG). The MOU provides new funding for ongoing regional stakeholder meetings, Integrated Regional Water Management (IRWM) Plan project updates, grant support, and continued funding for 25 percent of the United States Geological Survey Groundwater Monitoring Program being administered by the Antelope Valley Watermaster. Pursuant to the terms of the proposed MOU, the Los Angeles County Waterworks District No. 40, Antelope Valley (District) would fund a total amount not to exceed \$20,308 toward the costs for such ongoing support and groundwater level monitoring activities in the Antelope Valley Basin.

The District's share is 18.4615 percent of the total amount of \$110,000. The term of the MOU remains unchanged and will expire on January 8, 2027.

The Antelope Valley RWMG includes the Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, Antelope Valley State Water Contractors Association, Cities of Palmdale and Lancaster, County Sanitation District Nos. 14 and 20 of Los Angeles County, Rosamond Community Services District, and the District.

Each member of the Antelope Valley RWMG shall perform the joint duties set forth in the Amended and Restated MOU, including making reasonable efforts to provide and share all necessary and relevant information for the grant program upon the consultant's request, paying their corresponding share of the amount set forth for consultant costs, and assisting in the preparation of future grant applications for implementation of IRWM Plan projects. The District shall have the additional duty of facilitating stakeholder meetings.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health; and Strategy iv, Environmental Justice, by promoting sound, prudent, practices and coordinated funding partnerships that build climate resilient communities, facilitate maintenance of critical water services, and protect precious water resources that support the quality of life for Los Angeles County residents.

FISCAL IMPACT/FINANCING

This action will have no impact on the County General Fund.

The proposed MOU includes a financial obligation from each Antelope Valley RWMG member. The District's share of the costs is for an amount not to exceed \$20,308 for the ongoing support and groundwater level monitoring efforts in the Basin. Funding for this proposed MOU is included in the Los Angeles County Waterworks District No. 40, Antelope Valley, General Fund (N63) Fiscal Year 2024-25 Budget. Payment will be disbursed within 30 days of the MOU execution by all parties.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Integrated Regional Water Management Planning Act of 2002 (the Act), as codified in California Water Code Sections 10530 through 10546, establishes the requirements to prepare and adopt an IRWM Plan. An IRWM 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 an MOU or other written agreement.

On September 28, 2006, the Board authorized the Director of Public Works to negotiate and execute an MOU to provide for the preparation of the initial IRWM Plan for the Antelope Valley Region pursuant to the Act. On April 7, 2009, the Board authorized the Director of Public Works to enter into an agreement on the implementation of the IRWM Plan and establish a new RWMG under the Act for the Antelope Valley Region, to pursue grant funding and facilitate implementation of the IRWM Plan for the Region.

On November 7, 2018, the Board adopted and authorized the Director of Public Works to execute an Amended and Restated MOU with all members of the Antelope Valley RWMG to update the existing IRWM Plan for the Antelope Valley Region and provide an additional \$63,692 of funding toward the costs of ongoing support and groundwater level monitoring activities in the Basin.

On April 7, 2020, the Board adopted the 2019 Update to the Antelope Valley IRWM Plan. This action enabled participants in the Antelope Valley to apply for future grant funding under various grant programs including Propositions 1 and 84. The Antelope Valley RWMG has previously accepted funds from these grant programs.

On November 9, 2021, the Board adopted and authorized the Director of Public Works to execute an Amended and Restated MOU with all members of the Antelope Valley RWMG to establish the cost sharing amounts of each member and to provide an additional \$27,692 of funding toward the costs for the ongoing support and groundwater level monitoring activities in the Basin.

To provide ongoing support for Regional stakeholder meetings, IRWM Plan project updates, and grant support, it is necessary that the Antelope Valley RWMG members provide additional funds to finance a contract with a consultant. The Amended and Restated MOU is intended to set forth the amount of new funding as listed in Exhibit 1 of the Amended and Restated MOU to be provided by each Antelope Valley RWMG member for the ongoing support and groundwater level monitoring activities in the Basin based on the percentages of funding under the original MOU. The enclosed Amended and Restated MOU has been approved as to form by County Counsel and will establish the cost-sharing arrangement between the District and Antelope Valley RWMG members.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. The execution of the Amended and Restated MOU to provide ongoing support does not involve any commitment to any specific project, which may result in a potentially significant physical impact on the environment. The execution of the Amended and Restated MOU to provide ongoing support, therefore, is excluded from the definition of a project pursuant to Section 21065 of the Public Resources Code, Section 15378 (b) (4) of the California Environmental Quality Act Guidelines.

Upon the Board's approval of the recommended actions, the District will file a Notice of Exemption

The Honorable Board of Supervisors

9/24/2024

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with the Los Angeles County Registrar-Recorder/County Clerk in accordance with Section 21152 of the Public Resources Code and will post the Notice to its website in accordance with Section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Please return an adopted copy of this Board letter to Public Works, Waterworks Division.

Respectfully submitted,



MARK PESTRELLA, PE

Director

MP:CH:dw

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

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

This Amended and Restated Memorandum of Understanding (“**Amended and Restated MOU**”) is entered into as of _____, 2024 (the “**Effective Date**”) and is between the following parties:

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

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

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

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

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

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

E. The DWR amended the Grant Program Guidelines in 2016 (“**2016 Guidelines**”); which included an update to the IRWM Plan Standards. In order to be eligible for the first round of 2018/2019 Proposition 1 funding, the RWMG had to update the Plan to comply with the 2016 Guidelines.

F. On or about December 2018 the Parties entered into an Amended and Restated Memorandum of Understanding (“**2018 Amended and Restated MOU**”) to prepare a full update to the

IRWMP (the “**Full Update**”). The Full Update identified Antelope Valley Region water management issues and updated the water supply and demand projections to comply with DWR guidelines for grant eligibility. The Association retained a consultant to prepare the Full Update on behalf of the RWMG.

G. The 2018 Amended and Restated MOU also collected funds from the RWMG to cover 25% of the United States Geological Survey Groundwater Monitoring Program (“**USGS Program**”) for the Antelope Valley Groundwater Basin. The funds collected from the RWMG funded 25% of the Program period from November 2017 through October 2020. The USGS Program provides the regular and systematic groundwater monitoring required to comply with Water Code 10920. Compliance with this code is a requirement of the Grant Program.

H. On or about April 2020 the Parties adopted by resolution the 2019 Update to the Integrated Regional Water Management Plan.

I. On or about June 10, 2021 the Parties entered into an Amended and Restated MOU (“**2021 Amended and Restated MOU**”) to set forth the amount of new funding to be provided by each Party for on-going Region stakeholder meetings, IRWMP project updates, and grant support. Each Party’s contribution is based on its share of expenses under the 2007 MOU. Each Party’s contribution is set forth in Exhibit 1, which is attached hereto and incorporated herein as though set forth in its entirety.

J. The 2021 Amended and Restated MOU also collected funds from the Parties to continue funding 25% of the USGS Program being administered by the Antelope Valley Watermaster for the period of time between November 2020 through September 2023.

K. This Amended and Restated MOU is intended to set forth the Parties continued funding contributions of 25% of the USGS Program being administered by the Antelope Valley Watermaster for the extended period of November 2023 through September 2026.

The Parties therefore agree as follows:

1. **Administration of Services**. The Association shall have primary responsibility for managing the RWMG funds collected under this MOU, including:

1. Administering a consultant contract for the on-going Region stakeholder meetings, IRWMP project updates, and grant support. This will include overseeing the consultant’s services. The Association shall retain the consultant by amendment to the current Professional Services Agreement.

2. Preparing a final accounting (the “**Accounting**”) of all final actual USGS Program and consultant costs upon completion.

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

2. **Joint Duties of the Parties**. Each of the Parties shall perform the duties set forth in this Section 2

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

B. Cost Contribution: Each Party shall pay to the Association the amount set forth in Exhibit 1 for the consultant costs, subject to the provisions of Section 4.A. below.

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

D. Grant Applications: The Parties will recommend, evaluate, prepare, and review future grant applications.

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

4. **Additional Costs**.

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

5. **General Provisions**

A. Supersession. This Amended and Restated MOU supersedes and replaces the 2021 Amended and Restated MOU in its entirety. This Amended and Restated MOU is intended to be read in conjunction with the RWMG Agreement. If there are any conflicts between the terms and provisions of the RWMG Agreement and the terms and provisions of this this Amended and Restated MOU, the provisions of this Amended and Restated MOU will govern.

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

C. Expiration: This MOU shall remain in full force and effect until January 1, 2027, unless otherwise amended or modified as set forth in Section 5.B.

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

E. Notice:

1. Any correspondence, communication, or contact concerning this Amended and Restated MOU shall be directed to the contacts attached in Exhibit 2, which is attached hereto and incorporated herein as though set forth in its entirety.

2. Any Party may change its contact information by providing notice, in the manner set forth in Section 5.E.3, to all other Parties.

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

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

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

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

DATE: _____

AGENCY: Los Angeles County Waterworks District No. 40

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

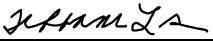
By: 
Agency Counsel

EXHIBIT 1

Integrated Regional Water Management Group Cost Allocation

Party	Percent Share by Party from the 2007 MOU	Contribution for IRWMP Updates
		Total
Antelope Valley-East Kern Water Agency	15.3846%	\$16,923
Palmdale Water District	18.4615%	\$20,308
Quartz Hill Water District	1.5385%	\$1,692
Littlerock Creek Irrigation District	1.5385%	\$1,692
Antelope Valley State Water Contractors Association*		\$0
City of Palmdale	15.3846%	\$16,923
City of Lancaster	13.8461%	\$15,231
County Sanitation District No. 14 of LA County	6.9231%	\$7,615
County Sanitation District No. 20 of LA County	6.9231%	\$7,615
Rosamond Community Services District	1.5385%	\$1,692
LA County Waterworks District No. 40	18.4615%	\$20,308
TOTAL	100%	\$110,000 **

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

**This is a not to exceed total. Should the total contribution prove insufficient for the consultant work and or the USGS program funding, then a revised cost allocation will be developed and submitted to the parties for review and approval.

EXHIBIT 2
Integrated Regional Water Management Group Contacts

1) ANTELOPE VALLEY-EAST KERN WATER AGENCY:

Mr. Matthew Knudson
General Manager
6500 West Avenue N
Palmdale, CA 93551
mkundson@avek.org

2) PALMDALE WATER DISTRICT:

Mr. Dennis LaMoreaux
General Manager
2029 East Avenue Q
Palmdale, CA 93550
dlamoreaux@palmdalewater.org

3) QUARTZ HILL WATER DISTRICT:

Mr. Brent Byrne
General Manager
5034 W. Ave L
Quartz Hill, CA 93536
brentb@qhwd.org

4) LITTLEROCK CREEK IRRIGATION DISTRICT:

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

5) ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION:

Mr. Robert Parris, Chairperson
c/o Antelope Valley-East Kern Water Agency
6500 West Avenue N
Palmdale, CA 93551
rparris@avek.org

6) CITY OF PALMDALE:

Ms. Lynn Glidden
Public Works Director
38250 Sierra Highway
Palmdale, CA 93550
lglidden@cityofpalmdale.org

7) CITY OF LANCASTER:

Ms. Marissa Diaz
Director of Public Works
44933 Fern Avenue
Lancaster, CA 93534
mdiaz@cityoflanasterca.gov

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

Mr. Robert C. Ferrante
Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
rferrante@lacs.org

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

Mr. Robert C. Ferrante
Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
rferrante@lacs.org

10) ROSAMOND COMMUNITY SERVICES DISTRICT:

Mr. Kim Domingo
General Manager
3179 35th Street
Rosamond, CA 93560
kdomingo@rosamondcsd.com

11) WATERWORKS DISTRICT 40:

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