

Appendix 1-2

**Memorandum of Understanding for Integrated Regional Water Management
Planning and Implementation**

Memorandum of Understanding for
Integrated Regional Water Management Planning and
Implementation

This Memorandum of Understanding (MOU) is entered into by and among the following entities which are members of the Greater Los Angeles County Region Integrated Regional Water Management Plan Leadership Committee for the purpose of developing, administering, updating and implementing an Integrated Regional Water Management Plan for the Greater Los Angeles County Region: Cities of Las Virgenes Municipal Water District, Los Angeles, Malibu, Torrance, City of Los Angeles Department of Water and Power, Council for Watershed Health, Los Angeles County Flood Control District, Main San Gabriel Basin Watermaster, Metropolitan Water District of Southern California, Raymond Basin Management Board, Rivers and Mountains Conservancy, San Gabriel Basin Water Quality Authority, Sanitation Districts of Los Angeles County, Santa Monica Bay Restoration Commission, Water Replenishment District, West Basin Municipal Water District. 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, most of the Parties entered into an MOU in 2008 to coordinate and share information concerning water resources management planning programs and projects and other information for grant funding and Integrated Regional Water Management Plan (IRWMP) implementation, and to improve and maintain overall communication among the Parties which is set to expire on December 31, 2012.

WHEREAS, the Parties desire to enter into a new MOU to continue as a Regional Water Management Group (RWMG) to develop, administer, update and implement an IRWMP for the Greater Los Angeles County Region (defined in Exhibit A and hereinafter referred to as GLAC IRWM Region), in accordance with the Integrated Regional Water Management Planning Act of 2002, Division 6, Part 2.2 of the California Water Code as such Act may be amended hereafter.

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

The recitals set forth above are incorporated herein and constitute a part of the MOU among the Parties.

Upon the effective date of this MOU, the RWMG is hereby continued and includes each of the Parties.

SECTION 1: PURPOSES AND GOALS

1.1 Purposes and Goals:

The Parties desire to continue to coordinate and share information concerning water resources management planning programs and projects and other information for grant funding and IRWMP 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 and contribute to the overall well-being of the GLAC IRWM Region. It is expected that all Parties will cooperate and coordinate with one another in order to achieve these goals.

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 as a RWMG to develop and implement projects and programs. Such coordination can achieve greater benefits than single purpose projects. Applicable projects and programs include, but are not limited to, the following:

2.1.1 An IRWMP for the GLAC IRWM Region.

2.1.2 Solicitation of external funding for implementation of the IRWMP for the GLAC IRWM Region.

2.2 Formation of the RWMG and Adoption of the IRWMP:

2.2.1 Leadership Committee signatories that execute this MOU shall constitute the RWMG pursuant to Cal. Water Code section 10539. The RWMG shall facilitate the development and implementation of the IRWMP for the GLAC IRWM Region. Adoption of the IRWMP for the GLAC IRWM Region in accordance with the Integrated Regional Water Management Planning Act of 2002 requires a simple majority vote of the RWMG.

2.2.2 The RWMG established by execution of this MOU will serve as the RWMG for the GLAC IRWM Region IRWM Program.

2.3 Operations of the RWMG.

2.3.1 The Parties acknowledge that previously adopted Operating
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Guidelines, which serve as the basis for the RWMG's decision-making process, will be reviewed and revisions will be proposed by the RWMG as necessary.

2.4 Endorsement by Other entities.

2.4.1 Other entities are encouraged to endorse this MOU by passing a resolution to demonstrate support for the GLAC-IRWM Region's IRWMP. Such endorsements do not obligate said entities beyond the demonstration of support for regional water management cooperation. Said entities will not be members of the RWMG or Parties unless they are added by amendment to the MOU upon agreement of Parties.

SECTION 3: GENERAL PROVISIONS

3.1 Term: This MOU shall become effective upon signature or counter-signature of a majority of the Parties and shall expire on December 31, 2017, 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 a majority of the Parties. Any Party may terminate its participation in this MOU upon 60 days' written notice to the remaining Parties.

3.2 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.

3.3 Good Faith: Each Party shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the purposes and goals of this MOU and the satisfactory performance of its terms.

3.4 Governing Law: This MOU is made under and shall be governed by the laws of the State of California.

3.5 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.

3.6 Succession: Successor appointees shall sign this MOU prior to being seated on the Leadership Committee.

3.7 Administration: The Chair of the Leadership Committee will be responsible for the ongoing administration of the MOU.

3.8 Financial Commitment: Neither the signing of this MOU nor the adoption by the governing boards of the Parties commits any Party to any financial obligation.

3.9 Severability: The provisions of this MOU shall be deemed severable, and the invalidity, illegality or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provisions. In the event any provision of this MOU is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner which gives effect to the intent of the Parties in entering into this MOU.

3.10 This MOU may be amended or modified only by written mutual consent of all Parties that are members of the RWMG at the time of such amendment or modification. No waiver of any term or condition of this MOU or any Party shall be a continuing waiver thereof.

3.11 There may be additional Parties entering into this MOU by amendment. Any MOU amendment adding a new Party or Parties must be approved by all Parties.

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

3.13 Notice: Any correspondence, communication or contact concerning this MOU shall be directed to the following:

Ms. Barbara Cameron
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265

Mr. Rob Beste
City of Torrance
20500 Madrona Avenue
Torrance, CA 90503

Mr. Shahram Kharaghani
City of Los Angeles, Bureau of Sanitation
2714 Media Center Drive
Los Angeles, CA 90065

Mr. Dave Pettijohn
City of Los Angeles Department of Water and Power
111 North Hope Street, Room 1460
Los Angeles, CA 90012

Ms. Nancy Steele
Council for Watershed Health
700 North Alameda Street
Los Angeles, CA 90012

Mr. Randall Orton
Las Virgenes Municipal Water District
1232 Las Virgenes Road
Calabasas, CA 91302

Ms. Gail Farber
Los Angeles County Flood Control District
900 South Fremont
Alhambra, CA 91803

Ms. Wendy La
Main San Gabriel Basin Watermaster
725 North Azusa Avenue
Azusa, CA 91702

Mr. Jeffrey Kightlinger
Metropolitan Water District of Southern California
700 North Alameda Street
Los Angeles, CA 90012

Mr. Tony Zampello
Raymond Basin Management Board
725 North Azusa Avenue
Azusa, CA 91702

Mr. Mark Stanley
Rivers and Mountains Conservancy
100 North Old San Gabriel Canyon Road
Azusa, CA 91702

Mr. Randy Schoellerman
San Gabriel Basin Water Quality Authority
1720 West Cameron Avenue, Suite 100
West Covina, CA 91790

Ms. Grace R. Chan
Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90607

Ms. Shelley Luce
Santa Monica Bay Restoration Commission
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Mr. Robb Whitaker
Water Replenishment District of Southern California
4040 Paramount Boulevard
Lakewood, CA 90712

Mr. Richard Nagel
West Basin Municipal Water District
17140 South Avalon Boulevard, Suite 210
Carson CA 90746

3.14 Notice shall be deemed as given upon personal delivery, receipt of fax confirmation, or five days after deposit in U.S. Mail, first-class postage, prepaid, and addressed as set forth above.

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,
a body corporate and politic

By Christopher Stone
Chief Engineer
for Gail Farber

APPROVED AS TO FORM:

By [Signature]
for Lauren Dods

RP:sw

P:\wmpub\Secretarial\2012 Documents\Agreements\MOU RWMG 2012_RP Sept 26.docx

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

APPROVED AS TO FORM:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

By: M. Scully
Marcia L. Scully
General Counsel

By: J. Knightinger
Jeffrey Knightinger
General Manager

Date: Dec 11, 2012

Date: Dec. 11, 2012

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

WEST BASIN MUNICIPAL WATER DISTRICT

By 
Richard Nagel, General Manager

APPROVED AS TO FORM:

By 
Steven O'Neill, Counsel for
West Basin Municipal Water District

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

RAYMOND BASIN MANAGEMENT
BOARD

By  1-16-12
Anthony C. Zampielo
Executive Officer

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

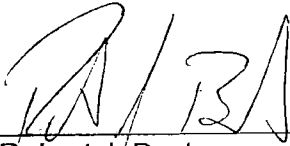
MAIN SAN GABRIEL BASIN
WATERMASTER

By  1-12-12

Anthony C. Zampielo
Executive Officer

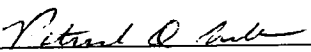
IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

CITY OF TORRANCE
a body corporate and politic

By 
Robert J. Beste
Director of Public Works

APPROVED AS TO FORM:

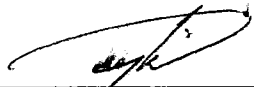
JOHN L. FELLOWS III
City Attorney

By: 

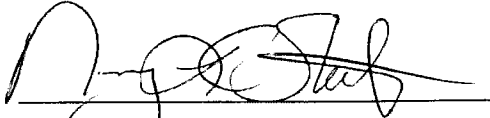
IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures:

SAN GABRIEL BASIN WATER
QUALITY AUTHORITY,

Date 12/19/12

By 
Kenneth R. Manning
Executive Director

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

A handwritten signature in black ink, appearing to read 'Nancy L.C. Steele', written over a horizontal line.

Date: 29 November, 2012

Nancy L.C. Steele, D.Env.
Executive Director
Council for Watershed Health

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

RIVERS AND MOUNTAINS
CONSERVANCY
a body corporate and politic

By 
Mark Stanley
Executive Officer

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,
a body corporate and politic

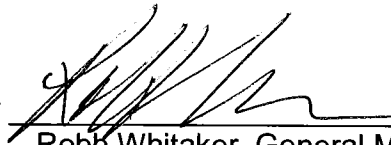
By _____
Chief Engineer

Date: _____

APPROVED AS TO FORM:

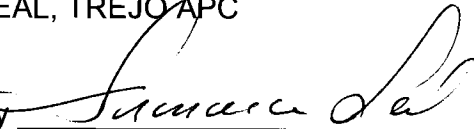
By _____

WATER REPLENISHMENT DISTRICT
OF SOUTHERN CALIFORNIA

By  _____
Robb Whitaker, General Manager

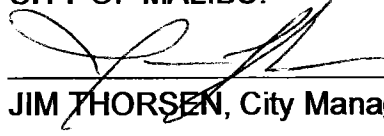
Date: _____

APPROVED AS TO FORM:
LEAL, TREJO APC

By  _____
H. Francisco Leal
Attorney for the Water Replenishment
District of Southern California

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

CITY OF MALIBU:



JIM THORSEN, City Manager

Date: _____

2/11/13


ATTEST:



LISA POPE, City Clerk

(seal)

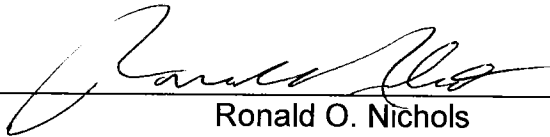
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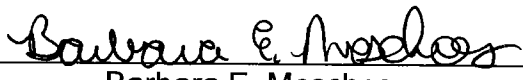


CHRISTI HOGIN, City Attorney

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

By: 11/30/12
Legal Counsel

By: 
Ronald O. Nichols
General Manager

And: 
Barbara E. Moschos
Secretary

APPROVED AS TO FORM AND LEGALITY
CARMEN A. TRUTANICH, CITY ATTORNEY

NOV 10 2012
BY 
EDUARDO A. ANGELES
SENIOR ASSISTANT CITY ATTORNEY

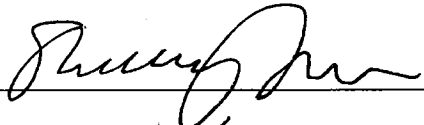
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bay restoration commission
STEWARDS OF SANTA MONICA BAY

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

SANTA MONICA BAY
RESTORATION COMMISSION



3/5/13.

By

Shelley Luce, D.Env.
Executive Director



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