

**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: _____

By: _____

Print Name:

Title:

ATTEST:

Clerk/Secretary

APPROVED AS TO FORM:

By: _____
Agency Counsel

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.

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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: _____

COUNTY SANITATION DISTRICT NO. 14
OF LOS ANGELES COUNTY:

By: _____
Chairperson, Board of Directors

ATTEST:

By: _____
Secretary to the Board

APPROVED AS TO FORM:
LEWIS, BRISBOIS, BISGAARD & SMITH LLP

By: _____
District Counsel

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

DATE: _____

COUNTY SANITATION DISTRICT NO. 20
OF LOS ANGELES COUNTY:

By: _____
Chairperson, Board of Directors

ATTEST:

By: _____
Secretary to the Board

APPROVED AS TO FORM:
LEWIS, BRISBOIS, BISGAARD & SMITH LLP

By: _____
District 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
aariki@dpw.lacounty.gov