# MEMORANDUM

TO: SLDMWA Board of Directors, Alternates

FROM: Andrew Garcia, Senior Civil Engineer

DATE: March 7, 2019

RE: Resolution Approving the Westside-San Joaquin Integrated Regional Water Management Activity Agreement

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**BACKGROUND**

The California Legislature passed the Regional Water Management Planning Act (Wat. Code, § 10530 et seq.) in 2002. The Act governs Integrated Regional Water Management (**IRWM**) in California, an effort to identify and implement water management solutions on a regional scale. Self-identified regions implement water management solutions for their regions, with regional water managers, who are organized into regional water management groups (**RWMGs**) taking the lead. RWMGs develop and adopt IRWM plans for their region.

The Westside-San Joaquin IRWM region spans the service area for twenty-five of the Water Authority's twenty-eight member agencies.[1] The Water Authority is the RWMG for the Westside-San Joaquin IRWM region. The boundary for this region was established by the Authority in 2001 as part of the initial Westside-San Joaquin IRWM Plan (**IRWMP**). This boundary was revised in 2018, at the request of neighboring agencies and stakeholders, to allow for disadvantaged communities (**DACs**) involvement.

IRWM plans provide the means to ensure the needs of DACs and their water supply and water quality issues are being met. A DAC is defined as a community, (e.g. a city, town, or county), that has an annual median household income that is less than eighty (80) percent of the statewide annual median household income.

Since 2002, various bond acts approved by California voters have provided over $1.5 billion in State funding to support and advance integrated, multi-benefit regional projects. The current Proposition 1 IRWM Implementation Grant Program (Round 1 and Round 2) will be the primary source of funds available to the Water Authority as the RWMG for the region. Proposition 1 authorized $510 million in IRWM grant funds that were allocated to twelve hydrologic region-based Funding Areas. The Westside-San Joaquin IRWM region spans two separate Funding Areas; the San Joaquin River Funding Area and the Tulare-Kern Funding Area.

[1] Member agencies Santa Clara Valley Water, San Benito County Water District, Turner Island Water District are located outside the Westside-San Joaquin IRWM region.

The Disadvantaged Community Involvement Program (**DACIP**) will be a secondary source of funds. The San Joaquin River Funding Area completed its DACIP grant proposal in summer 2018 and Contra Costa Water District executed a grant agreement with DWR in late 2018 on behalf of the Funding Area. The County of Tulare submitted a grant proposal and executed a grant agreement with DWR in early 2018 on behalf of the Tulare-Kern Funding Area. Staff is participating in both efforts for planning activities and projects that are beneficial to the Westside-San Joaquin IRWM region.

**RECOMMENDATION**

Staff recommends the Board approve the resolution to approve the Westside-San Joaquin Integrated Regional Water Management Activity Agreement.

**ANALYSIS / IMPLICATIONS**

Numerous Water Authority members and non-members have expressed interest in participating in the Westside-San Joaquin IRWM efforts, although staff has received responses from some members indicating that they are not interested in participating at this time. The Water Authority has traditionally established Activity Agreements for activities where more than one but not all members participate in such activity.

Water Authority participation in the Activity Agreement will require staff time to manage the project and coordinate with the Activity Agreement Members and non-member participants. Activity Agreement participants would be responsible for all financial (including Water Authority staff time) obligations and liabilities associated with the Water Authority's execution of contracts or DWR grant agreements.

The intent of the Activity Agreement is for participants to obtain coordinated access to the administrative and technical resources and services available through the Authority and to provide the mechanisms to share the benefits and expenses of obtaining such resources and services to assist in (1) updating the IRWM plan for the Westside-San Joaquin IRWM region; (2) coordinating DAC involvement; (3) preparing IRWM Implementation, DACIP, and other relevant grant applications for the San Joaquin River Funding Area and the Tulare-Kern Funding Area; (4) administering IRWM Implementation, DACIP, and other relevant grants for the San Joaquin River Funding Area and Tulare-Kern Funding Area; (5) assisting with implementation of Regional Projects or Regional Programs under the IRWM plan; and (6) coordinating the preceding activities among entities and programs in the region.

**BUDGET**

No direct budget impact due to the proposed structure of the Activity Agreement, whereby the cost for the Water Authority's expended efforts, and any additional financial obligations and

liabilities associated with execution of the Activity Agreement, will be divided among and paid for by the Activity Agreement participants.

Additionally, each Activity Participant that may benefit from acquired funds that is located in the San Joaquin River Funding Area agrees to reimburse the Authority for a portion of projected San Joaquin River Funding Area expenses, and each Activity Participant that may benefit from acquired funds that is located in the Tulare-Kern Funding Area agrees to reimburse the Authority for a portion of projected Tulare-Kern Funding Area expenses.

**EXHIBITS**

1. San Luis & Delta-Mendota Water Authority Resolution No. 2019-XX Authorizing Execution of the Westside-San Joaquin Integrated Regional Water Management Activity Agreement
2. Westside-San Joaquin Integrated Regional Water Management Activity Agreement

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**

**RESOLUTION NO. 2019-XXX**

**RESOLUTION AUTHORIZING EXECUTION OF THE WESTSIDE-SAN JOAQUIN INTEGRATED REGIONAL WATER MANAGEMENT ACTIVITY AGREEMENT**

**WHEREAS**, an Integrated Regional Water Management Plan ("IRWMP") is a voluntary and comprehensive non-regulatory planning document prepared on a region-wide scale that identifies broadly-supported priority water resources projects and programs with multiple benefits.

**WHEREAS**, the benefits of integrated regional water management planning are intended to increase efficiencies and effectiveness of water resources planning, enhance collaboration across agencies and stakeholders, and improve responsiveness to regional needs and priorities.

**WHEREAS**, the adoption of an IRWMP is a prerequisite for any state funding of the water resources projects included in the IRWMP.

**WHEREAS**, by Resolution 2019-433, adopted January 10, 2019, the Board of Directors of the San Luis & Delta-Mendota Water Authority (the "Board" and the "Water Authority," respectively) adopted the 2019 Westside-San Joaquin Integrated Regional Water Management Plan (the "2019 WSJ IRWMP"), pursuant to which the Water Authority has taken on the role of regional water management group for the geographic area within the Westside-San Joaquin IRWM region.

**WHEREAS**, the 2019 WSJ IRWMP is a living planning document that can help guide water resources planning in the region.

**WHEREAS**, certain Authority member agencies have proposed to organize themselves, together with other agencies within the Westside-San Joaquin IRWM region, to obtain coordinated access to the administrative and technical resources and services available through the Authority and to provide the mechanisms to share the benefits and expenses of obtaining such resources and services to assist in (1) updating the 2019 WSJ IRWMP; (2) coordinating disadvantaged community (DAC) involvement; (3) preparing IRWM Implementation, Disadvantaged Community Involvement Program (DACIP), and other relevant grant applications; (4) administering IRWM Implementation, DACIP, and other relevant grants; (5) assisting with implementation of Regional Projects or Regional Programs under the IRWM plan; and (6) coordinating the preceding activities among entities and programs in the region.

**WHEREAS**, by executing the Westside-San Joaquin Integrated Regional Water Management Activity Agreement, each participating agency agrees to indemnify and hold harmless the Authority and the Authority's members who do not participate in the Activity Agreement with respect to any and all costs, losses, damages, claims, and liabilities arising under the Activity Agreement.

**WHEREAS**, the Board has further considered that certain form of the revised Westside-San Joaquin Integrated Regional Water Management Activity Agreement, a copy of which has been presented to the Board and is on file with the Secretary hereof.

**WHEREAS**, authorizing execution of the Activity Agreement does not constitute a project under the California Environmental Quality Act (CEQA) because the proposed action involves continuing administrative activities such as general policy and procedure making (Section 15378(b)(2) of the CEQA guidelines) and also represents administrative activities of the District that will not result in direct or indirect physical changes in the environment (Section 15378(b)(5) of the CEQA Guidelines); further, where it can be seen with certainty that there is no possibility that the proposed action in question may have a significant effect on the environment, the proposed action is not subject to CEQA (Section 15061(b)(3) of the CEQA guidelines).

**NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:**

Section 1. The facts stated in the recitals above are true and correct, and the Board so finds and determines.

Section 2. The Board hereby authorizes the Executive Director to execute the revised Westside-San Joaquin Integrated Regional Water Management Activity Agreement in substantially the form presented to the Board, subject to additions, deletions, and other revisions as the said Executive Director shall approve prior to execution and further subject to the contingencies described in Section 3 of this Resolution.

Section 3. This authorization conferred by this Resolution shall be contingent upon the occurrence of the following action: at least three Members of the Water Authority executing the Activity Agreement.

Section 4. The Executive Director, Assistant Executive Director, Water Policy Director, Senior Civil Engineer, and such other employees or consultants of the Authority as they may designate is further authorized and directed to take such actions as may be reasonable or necessary to implement the 2019 WSJ IRWMP and the intent of this Resolution.

PASSED and ADOPTED this 7th day of March, 2019.

_____
Cannon Michael, Chairman

Attest:

_____
Federico Barajas, Secretary

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I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Directors of the San Luis & Delta-Mendota Water Authority at a regular meeting thereof held on the 7th day of March, 2019.

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Federico Barajas, Secretary

# SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

# WESTSIDE-SAN JOAQUIN INTEGRATED REGIONAL WATER MANAGEMENT ACTIVITY AGREEMENT

This **WESTSIDE-SAN JOAQUIN INTEGRATED REGIONAL WATER MANAGEMENT ACTIVITY AGREEMENT** ("**Activity Agreement**") is made effective as of the date it is executed by and among the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California ("**Authority**"), and at least three of its members ("**Members**"). Capitalized terms used in this Activity Agreement shall have the meanings set forth in Section 2 below.

## 1. RECITALS

A. The Members, together with certain other local agencies, have entered into an amended and restated Joint Exercise of Powers Agreement-San Luis & Delta-Mendota Water Authority dated as of January 1, 1992 (the "**JPA**" or "**JPA Agreement**"), by and among the parties indicated therein, establishing the Authority for the purpose of exercising the common powers of the Members, including those powers described in this Activity Agreement.

B. The Members are each empowered, among other powers, to provide water service to lands within their boundaries; to operate and maintain works and facilities for the development, distribution and use of water for irrigation and for any drainage or reclamation works connected therewith or incidental thereto and/or to operate and maintain works and facilities for the development, distribution and use of water for municipal and industrial use; to contract with the United States, the State and other public agencies and, effective January 1, 1995, with mutual water companies, for such purposes; to control the quality of water accepted into their respective systems; to exercise powers related to the construction, operation, or maintenance of water storage and delivery facilities; and to adopt rules and regulations necessary to the exercise of such powers.

C. The California Legislature passed the Regional Water Management Planning Act (Wat. Code, § 10530 et seq.) in 2002. Since then, various bond acts approved by California voters have provided over $1.5 billion in State funding to support and advance integrated, multi-benefit regional projects.

D. Integrated Regional Water Management ("**IRWM**") is an effort to identify and implement water management solutions on a regional scale. The Regional Water Management Planning Act requires regional water managers, who are organized into regional water management groups ("**RWMG**"), to take the lead in integrating and implementing water management solutions for self-identified regions of the State.

E. The Authority has served as the RWMG for the Westside-San Joaquin IRWM region since 2005. The Westside-San Joaquin IRWM region encompasses approximately 2,000 square miles of land on the western side of the San Joaquin Valley, including the service areas for twenty-five of the Authority's twenty-eight member agencies. A map of the Westside-IRWM Region is attached hereto as Exhibit "A."

F. IRWM Plans provide the means to ensure the needs of disadvantaged communities ("**DAC**") and their water supply and water quality issues are being met. Grant programs are the primary source of funds available to the Authority as the RWMG, and to local agencies for implementation of "**Regional Projects**" or "**Regional Programs**" for the region.

G. The current Proposition 1 IRWM Implementation Grant Programs is one source of funds available to the Water Authority as the RWG for the region. Proposition 1 authorized $510 million in IRWM grant funds that were allocated to twelve (12) hydrologic region-based funding Areas. The Westside-San Joaquin IRWM region spans two separate funding areas: the "**San Joaquin River Funding Area**" and the "**Tulare-Kern Funding Area**," as shown in Exhibit "A."

H. The objective of the Members under this Activity Agreement and of the agencies who execute IRWM Memoranda of Agreement as defined below is to obtain coordinated access to the administrative and technical resources and services available through the Authority and to provide the mechanisms to share the benefits and expenses of obtaining such resources and services to assist in (1) updating the IRWM plan for the Westside-San Joaquin IRWM region; (2) coordinating DAC involvement; (3) preparing IRWM Implementation, Disadvantaged Community Involvement Program ("**DACIP**"), and other relevant grant applications for the San Joaquin River Funding Area and the Tulare-Kern Funding Area; (4) administering IRWM Implementation, DACIP, and other relevant grants for the San Joaquin River Funding Area and Tulare-Kern Funding Area; (5) assisting with implementation of Regional Projects or Regional Programs under the IRWM plan; and (6) coordinating the preceding activities among entities and programs in the region.

I. The Members desire to achieve the objectives recited above through the joint exercise of their common powers under this Activity Agreement and through the Authority entering into memoranda of agreement to allow the participation in the activities by counties, cities, and other local agencies or mutual water companies that are not members of the Authority, but that agree to participate under such agreements pursuant to the terms of this Activity Agreement.

J. The Members expressly intend that neither the Authority nor the other Members nor local agencies or mutual water companies participating through separate IRWM Memoranda of Agreement will have the authority to limit or interfere with the respective Members' rights and authorities over their own internal matters, including but not limited to, a Member's surface water supplies, groundwater supplies, facilities, operations and water management, subject to terms of this Activity Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the true and correct facts recited above, and of the covenants, terms, and conditions set forth herein, the Activity Agreement Members and the Authority agree as follows:

## 2. DEFINITIONS

2.1. **"Activity Agreement**" or "**Agreement**" shall mean this Westside-San Joaquin Integrated Regional Water Management Services and Grant Administration Activity Agreement.

2.2. "**Activity Agreement Expenses**" shall mean costs incurred by the Authority pursuant to this Activity Agreement not attributable to a specific hydrologic region-based funding area and a share of Authority Operating Costs allocable to Members of this Activity Agreement and allocable to any IRWM-MOA Participants through IRWM Memoranda of Agreement executed in conjunction with this Activity Agreement.

2.3. "**Activity Agreement Member(s),**" "**Member**," or "**Members**" shall mean a member or members of the Authority who are signatories to this Activity Agreement. The Activity Agreement Members are listed on Exhibit "B" attached hereto.

2.4. "**Activity Participants**" shall mean the Activity Agreement Members and the IRWM-MOA Participants, as defined below.

2.5. "**Administration Agreement(s)**" shall mean those certain agreements between the Authority and Activity Agreement Members for the undertaking of activities and sharing of costs and benefits pursuant to Sections 22 and 23 of the JPA.

2.6. "**Authority**" shall mean the San Luis & Delta-Mendota Water Authority.

2.7. "**Authority Operating Costs**" shall mean the Authority's rent and other occupancy charges, acquisition costs of office furniture and equipment, including telephone, telecopy, photocopy, cost of cars and other vehicles, insurance premiums, salaries and wages of employees including payments in connection with retirement programs and other benefit programs, fees of creditors, lawyers, engineers and other consultants, travel, telephone, telecopy, and photocopy expenses, and any other general administrative expenses.

2.8. "**Board of Directors**" shall mean the Board of Directors of the San Luis & Delta-Mendota Water Authority.

2.9. "**DAC**" shall mean a disadvantaged community ("DAC"), severely disadvantaged community ("SDAC"), or an economically distressed area ("EDA"), as those terms are defined and used in the Disadvantaged Community Involvement Program, defined below.

2.10. "**DACIP**" shall mean the Disadvantaged Community Involvement Program, which is designed and managed by the California Department of Water Resources ("**DWR**") to ensure the involvement of disadvantaged communities, economically distressed areas, or underrepresented communities in IRWM planning efforts. The Proposition 1 2016 IRWM Guidelines establish the general process, procedures, and criteria that DWR is using to implement the DACIP.

2.11. "**Fiscal Year**" shall mean the Authority's March 1 – February 28/29 fiscal year.

2.12. "**IRWM Memoranda of Agreement**" or "**IRWM-MOA**" shall mean those certain individual agreements in substantially the form attached hereto as Exhibit "C" between the Authority and a county, city, local agency, or mutual water company, the respective entity not being a member of the Authority, to provide for such entity's participation in the activities subject to this Agreement; "**IRWM-MOAs**" shall refer collectively to all such IRWM Memoranda of Agreement.

2.13. "**IRWM-MOA Participant**" shall mean a local agency, city, county, or mutual water company that is statutorily authorized to implement the Act who is not a Member of the Authority, but who has agreed by executing an IRWM Memorandum of Agreement to share with Activity Agreement Members the costs, obligations, and benefits of participating in the activities contemplated by this Agreement; "**IRWM-MOA Participants**" shall refer collectively to all such entities. The IRWM-MOA Participants are listed on Exhibit "B" attached hereto.

2.14. "**IRWM Plan**" shall mean a comprehensive plan for a defined geographic area, the specific development, content, and adoption of which shall satisfy requirements developed pursuant to the IRWM Planning Act, defined below.

2.15. "**IRWM Planning Act**" or "**the Act**" shall mean the Integrated Regional Water Management Planning Act of 2002 and all regulations adopted under the legislation, Water Code sections 10530 – 10552, which collectively comprise the Act, as that legislation and those regulations may be amended from time to time.

2.16. "**JPA**" or "**JPA Agreement**" shall mean that certain Amended and Restated Joint Exercise of Powers Agreement effective January 1, 1992, establishing the Authority, as it may be amended or restated over time.

2.17. "**Participation Percentage**" shall mean each Activity Participant's allocated share of Activity Agreement Expenses determined as described in Section 9 of this Agreement and set forth on Exhibit "D" as updated from time to time.

2.18. **"Regional Projects"** or **"Regional Programs"** shall mean projects or programs identified in an IRWM Plan that accomplish any of the objectives identified in the IRWM Planning Act, including in Water Code section 10537.

2.19. "**San Joaquin River Funding Area**" shall mean the hydrologic region-based funding area that extends from the southern boundaries of the Sacramento-San Joaquin Delta in the north to the northern edge of the San Joaquin River in Madera County in the south. The area is bounded on the west by the crest of the Diablo Range and on the east by the Sierra Nevada foothills. The San Joaquin River Funding Area is intended to be defined consistent with the Proposition 1 Water Quality, Supply, and Infrastructure Improvement Act of 2014, IRWM Grant Program Funding Area Fact Sheet. A map of the Tulare-Kern Funding Area is attached hereto as Exhibit "A."

2.20. "**Special Project Agreement**" shall mean an agreement entered into between certain Members and/or IRWM-MOA Participants that desire to collectively carry out a special project that is not carried out by all of the Activity Participants.

2.21. "**Special Project Expenses**" shall mean costs and expenses allocable to Activity Participants incurred pursuant to a Special Project Agreement, and shall also include Authority Operating Costs allocated to the Special Project Agreement.

2.22. "**Special Project Participants**" of a Special Project Agreement shall mean those Activity Participants who execute such Special Project Agreement.

2.23. "**Tulare-Kern Funding Area**" shall mean the hydrologic region-based funding area that is in the southern end of the San Joaquin Valley. This funding area's northern boundary is a low, broad ridge that extends across the San Joaquin Valley and hydrologically separates the San Joaquin and King Rivers. The area is bounded by the crest of the Sierra Nevada to the east, the crest of the Tehachapi Mountains to the south, and the rest of the Coast Range to the west. The Tulare-Kern Funding Area is intended to be defined consistent with the Proposition 1 Water Quality, Supply, and Infrastructure Improvement Act of 2014, IRWM Grant Program Funding Area Fact Sheet. A map of the Tulare-Kern Funding Area is attached hereto as Exhibit "A."

2.24. "**Westside-San Joaquin IRWM Region**" shall mean the approximately 2,000 square miles of land on the western side of the San Joaquin Valley, including the service areas for twenty-five of the Authority's twenty-eight member agencies. A map of the Westside-IRWM Region is attached hereto as Exhibit "A."

## 3. PURPOSE OF AGREEMENT

The purpose of this Activity Agreement is to provide the contractual basis for the Members in conjunction with IRWM-MOA Participants to utilize the resources of the Authority to assist with (1) updating the IRWM plan for the Westside-San Joaquin IRWM Region; (2) coordinating DAC involvement; (3) preparing IRWM Implementation, DACIP, and other relevant grant applications for the San Joaquin River Funding Area and Tulare-Kern Funding Area; (4) administering IRWM Implementation, DACIP, and other relevant grants for the San Joaquin River Funding Area and Tulare-Kern Funding Area; (5) assisting with implementation of Regional Projects or Regional Programs under the IRWM Plan; (6) coordinating the preceding activities among entities and programs in the region; and (7) achieving the objectives stated in the Recitals above through the joint exercise of some or all of the common powers of the Activity Agreement Members and through the contractual agreements of the IRWM-MOA Participants. This Activity Agreement shall not apply to activities not reasonably related to the foregoing.

## 4. ORGANIZATION

4.1. Initially, the business of this Activity Agreement shall be conducted by the Authority at large and therefore governed by the Board of Directors of the Authority. However, it is recognized that the Authority previously has served as RMWG for the Westside-San Joaquin

Region by receiving input from ad-hoc working groups. The Authority contemplates continuing to use ad-hoc working groups in this manner, including but not limited to providing feedback and direction to staff on day-to-day aspects of the IRWM plan update or San Joaquin River Funding Area or Tulare-Kern Funding Area grant applications and/or management.

4.2. However, it is recognized that at some time in the future the Activity Participants may wish to form a separate body specifically for the purpose of directing the business of the Activity Agreement. In that eventuality, upon the application of at least five (5) Activity Participants, the Board of the Directors of the Authority will facilitate the formation of the organizational structure described in Appendix "1" to this Agreement, which shall then serve as the governing body as outlined in said Appendix "1."

## 5. ROLE OF AUTHORITY; LIMITS THEREON

5.1. Role of the Authority. The role of the Authority under this Activity Agreement will be to provide, through Authority staff or contracts with consultants, coordinated services to assist the Activity Participants in conducting the activities contemplated by this Agreement. The Authority will provide only those services supported with funding from the Activity Participants or grant funding, in accordance with budgets recommended by staff, and approved by the Activity Participants and the Board of Directors, as more specifically provided under the terms of this Agreement.

5.2. Authorized Activities of the Authority under the Activity Agreement. The types of activities authorized to carry out the purposes of this Activity Agreement shall specifically include, but shall not be limited to, the following:

5.2.1. Through budgets approved by the Activity Participants and the Board of Directors to provide mechanisms to obtain services necessary for updating the IRWM Plan for the Westside-San Joaquin IRWM region.

5.2.2. To prepare and submit, or coordinate in the preparation of, grant applications for funding on behalf of the Westside-San Joaquin IRWM region, including the San Joaquin River Funding Area and Tulare-Kern Funding Area.

5.2.3. To coordinate on behalf of grant applicants to complete and execute grant agreements.

5.2.4. To provide resources to administer funding received from IRWM Implementation, DACIP, and other relevant grant programs.

5.2.5. To accept proposals and enter into services agreements to acquire consulting services relevant to the authorized activities under the Activity Agreement.

5.2.6. To provide accounting and billing services to collect from the Activity Participants the costs of services incurred under the Activity Agreement and IRWM-MOAs pursuant to the terms of this Activity Agreement.

5.2.7. To provide services to facilitate outreach to DACs as defined by the Act that may be required for updating the IRWM Plan for the Westside-San Joaquin IRWM region.

5.2.8. To provide services and resources to develop and implement Regional Activities and Regional Plans under the IRWM Plan.

5.2.9. To act as the representative of the Authority and Activity Participants for engagement with other IRWM regions, DWR, and any other grantors.

5.2.10. To undertake such additional activities and responsibilities as may be requested and funded by the Activity Participants acting through the Board of Directors.

5.3. Limitations on Authority Role. Notwithstanding the Activity Participants' agreement to acquire certain services through this Agreement, Activity Participants intend to maintain complete control and autonomy over the surface water and groundwater assets to which they are currently legally entitled; nothing in this Agreement authorizes the Authority to commit the Activity Participants to IRWM Plan project or program implementation actions within their respective boundaries.

5.4. Powers Reserved to Board of Directors and Limitations Thereon.

5.4.1. The Board of Directors shall have ultimate approval authority over all Activity Agreement annual budgets based upon the recommendation of staff and approval of the Activity Participants; provided, the Board of Directors may not alter the Activity Agreement annual budgets without staff's review and recommendation or Activity Participant approval of such alteration.

5.4.2. The Board of Directors shall have the right, upon recommendation of or in consultation with staff and Activity Participants, to approve all amendments to this Activity Agreement, including any amendment terminating the Activity Agreement, and to approve the IRWM-MOA with each entity seeking to become an IRWM-MOA Participant; provided, that no amendment of this Activity Agreement shall be required to add new Activity Participants prior to September 1, 2019.

5.4.3. The Board of Directors shall have the right, upon the recommendation of or in consultation with staff, to act on any claims and to make decisions concerning the prosecution of, defense of, or other participation in actions or proceedings at law brought against the Authority arising from this Activity Agreement.

5.4.4. When an Activity Participant fails or refuses to participate financially for a period of time longer than six (6) months after written notice from the Authority without entering into an agreement with the Authority to cure any financial default or to meet any other obligation required for its active participating in the Activity Agreement or under its IRWM-MOA, the Board of Directors, on the recommendation of staff, one or more Activity Participant, and/or any ad hoc working group, shall determine whether or not such Activity Participant shall be deemed to have withdrawn from the Agreement or from participation pursuant to its IRWM-MOA. Such vote shall not preclude reinstatement of the deemed withdrawn agency by agreement of the Activity Participants and the Authority.

5.4.5. The Board of Directors delegates to staff the authority to conduct the activities described in this Activity Agreement pursuant to the terms of this Activity Agreement and IRWM-MOAs, without the required approval of the Board of Directors except as specifically provided in Sections 5.4.1-5.4.4. Also except as set forth in Sections 5.4.1-5.4.4, this delegation shall specifically include, but be limited to, the authority to enter into contracts within approved Activity Agreement budgets.

## 6. APPROVAL BY AN ACTIVITY PARTICIPANT OR ACTIVITY PARTICIPANTS

6.1. When the terms of this Agreement or applicable law require the approval of an Activity Participant, written documentation of such approval, whether by Resolution, motion, or other form of authorization, must be provided to the Authority and to each of the other Activity Participants.

6.1.1. For actions requiring the approval of only the particular Activity Participant, approval by such Activity Participant is required.

6.1.2. When approval of the Activity Participants is required for a particular action, the approval of a majority of the Activity Participants will constitute approval of the action.

6.2. Approval by the Activity Participant or the Activity Participants as appropriate shall be required for:

6.2.1. Approval of an annual budget;

6.2.2. Establishing or modifying the Participant Percentage applicable to the Activity Participant; and

6.2.3. Amendment of this Agreement, including but not limited to, for purposes of adding a new Member or the replacement of this Agreement with an alternative form of agreement.

## 7. BUDGETARY RESPONSIBILITIES

To the extent that the Authority prepares budgets for this Activity Agreement, the Activity Agreement members agree to cooperate with the Authority in the development of any such budgets for the activities authorized by this Activity Agreement, annually or more frequently as needed, for presentation to the Board of Directors of the Authority in accordance with Section 22 of the JPA Agreement. Budgeted amounts for this Activity Agreement will be collected through the invoicing process described in Section 10 of this Activity Agreement, and formal amendment of such budgets through Board of Directors of the Authority approval is not required for adjustments that are fully collected as described in Section 10 of this Activity Agreement.

7.1. Initial Budget. To initially fund the budget for this Activity Agreement, the Activity Participants agree to contribute a total of $ 333,000 according to the Participation Percentages referenced in Section 10.1 below and described in Exhibit "D" to this Agreement. In the event the Activity Participants have contributed initial funding for purposes of the Activity Agreement through a separate form of agreement, then the amounts paid under such agreement shall be credited against the initial costs for all Activity Participants required by this Section, with appropriate adjustments for any overpayments.

7.2. Budget to Actual Adjustments. The Authority shall true up budgeted amounts collected from the Activity Participants and grant funding to actual expenditures annually following the end of each fiscal year. Any over-payments between budgeted and actual expenditures, taking into account any year-end carryover reserve, shall be credited or refunded to each Activity Participant for the period through February 29, 2020, and for each year thereafter, based upon its Participation Percentage. Each Activity Participant shall be billed for any under-payment following the true-up, with payment due thirty (30) days after the invoice is received.

## 8. ACTIVITY AGREEMENT EXPENSES AND ALLOCATION OF OPERATING COSTS

8.1. Each member of the Authority has entered into an Administration Agreement which authorizes an agreement by and among the Authority and any of its members or other entities to

provide for undertaking and sharing costs and benefits of any authorized activity of the Authority. The Authority and the Activity Agreement Members agree that all Activity Agreement Expenses incurred by the Authority under this Activity Agreement are the costs of the Activity Agreement Members, and not of the Authority, and shall be paid by the Activity Agreement Members.

8.2. The Activity Agreement Members further agree that the Board of Directors is authorized to allocate a share of Authority Operating Costs as part of the Activity Agreement Expenses to cover the cost to the Authority of administering this Activity Agreement.

## 9. ACCOUNTABILITY, REPORTS, AND AUDITS

9.1. Full books and accounts for this Activity Agreement shall be maintained by the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for public entities. The books and records shall be open to inspection by the Activity Participants at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

9.2. There shall be strict accountability of all funds deposited on behalf of the Activity Agreement with the Authority. The Treasurer of the Authority, directly or acting through its Accounting Department, shall provide regular reports of Activity Agreement accounts. Funds of the Activity Agreement shall be subject to audit by the official auditor of the Authority. An Activity Participant may request an independent audit of the Activity Agreement funds; any such audit shall be conducted at the expense of the requesting Activity Participant.

## 10. PARTICIPATION PERCENTAGES

10.1. Initial Participation Percentages. Beginning with costs incurred by the Authority on or after the Effective Date, each Activity Participant agrees to reimburse the Authority for equal shares of projected Activity Agreement Expenses. Additionally, each Activity Participant that may benefit from acquired funds that is located in the San Joaquin River Funding Area agrees to reimburse the Authority for a portion of projected San Joaquin River Funding Area expenses, and each Activity Participant that may benefit from acquired funds that is located in the Tulare-Kern Funding Area agrees to reimburse the Authority for a portion of projected Tulare-Kern Funding Area expenses. The initial Participation Percentages associated with Activity Agreement Expenses, San Joaquin River Funding Area expenses, and Tulare-Kern Funding Area expenses are described in Exhibit "D."

10.2. Changing Participation Percentages. The Participation Percentages may be evaluated by staff, in coordination with the Activity Participants and any ad-hoc working groups, from time to time, in order to consider new information concerning the relative contribution or responsibility of each Activity Participant. Any staff and/or ad-hoc working group-recommended revisions shall be presented to the Activity Participants for approval as provided in Section 6.

10.3. Ongoing Documentation of Participation Percentages. The current Participation Percentages of each Activity Participant shall be dated and attached as Exhibit "D" to this Agreement, effective upon the date approved by all Parties, without any further amendment of this Agreement being required. Any further amendments to Exhibit "D" may be made using the procedure included in this Section 10 without any further separate amendment of this Agreement being required.

10.4. Invoicing and Payment. The Authority shall bill the Activity Participants for all Activity Agreement Expenses and Special Project Expenses in their respective Participation Percentages on the same schedule as it utilizes for collecting membership dues to implement the Authority budget for each March 1 through February 28/29 fiscal year, generally twice yearly in mid-March and August of such year. Payments are due thirty (30) days following receipt of the Authority's invoice.

## 11. SOURCE OF PAYMENTS

11.1. Each Activity Participant agrees that it will timely take actions necessary to provide sufficient money to meet its obligations hereunder. Each Activity Participant hereby confirms that the Authority and other Activity Participants are third party beneficiaries of such Activity Participant's obligations under this Agreement and may take such actions in law or in equity as may be desirable to enforce payments hereunder.

11.2. Authority staff, working with any ad-hoc working groups, Activity Participants, and outside consultants, as appropriate, may also apply on behalf of the Activity Participants for, or if directed by the Activity Participants, accept, receive, and administer on behalf of the Activity Participants, funding from other alternative sources (including but not limited to state and federal grants or loans) that is necessary or beneficial for carrying out activities authorized under this Activity Agreement. All funding contributions obtained from alternative sources shall be allocated to each Activity Participant according to its Participation Percentage or in accordance with the terms of the respective grant(s) or loan(s).

## 12. INDEMNIFICATION

12.1. Indemnification of Authority and Non-Members.

12.1.1. The Activity Participants shall hold the Authority and each of its members who are not Activity Participants, free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from actions or inactions taken under this Activity Agreement and the IRWM-MOAs. This indemnification obligation includes the obligation of the Activity Participants to defend the Authority, and all members of the Authority that are not participants in this Activity Agreement, at the sole expense of the Activity Participants, in any action or proceeding brought against the Authority or any of its members not participating in this Activity Agreement, to recover any such costs, losses, damages, claims or liabilities arising from this Activity Agreement, as well as the obligation to pay for any and all costs of litigation incurred by the Authority as a result of entering into this Activity Agreement. Such costs may include, but are not limited to, attorneys' fees and costs incurred by the Authority pursuant to approved budgets to defend its provision of services under this Activity Agreement.

12.1.2. The costs of defense and indemnification shall be shared among the Activity Participants in the same percentage as each such Activity Participant's Participation Percentage under the then-current schedule.

12.1.3. The duty to defend and indemnify the Authority or any members of the Authority that are not participants in this Activity Agreement shall not apply to any costs, losses, damages, claims or liabilities to the extent arising from the negligence or willful misconduct of the Authority or of any members of the Authority not participating in this Activity Agreement.

12.2. Indemnification of Authority and Activity Participants.

12.2.1. Any Activity Participant that withdraws or is deemed to have withdrawn from the Activity Agreement or IRWM-MOA agrees that it shall indemnify the Authority and all other Activity Participants from costs, losses, damages, claims or liabilities incurred as of the date of its withdrawal or arising from its withdrawal or deemed withdrawal from the Activity Agreement or IRWM-MOA, respectively; without increasing the indemnification obligation of other Activity Participants.

12.2.2. Any Activity Participant that fails to perform its financial obligations according to its Participation Percentage under the Activity Agreement or its respective IRWM-

MOA agrees that it shall indemnify the Authority and all other Activity Participants from costs, losses, damages, claims, or liabilities arising from its failure to perform such financial obligations.

## 13. TERM

This Activity Agreement shall take effect on the date it is executed by the Authority and at least three Members and shall remain in full force and effect until this Activity Agreement is rescinded or terminated by the Authority and the Activity Agreement Members, with approval by the IRWM-MOA Participants.

## 14. WITHDRAWAL FROM FURTHER PARTICIPATION

14.1. Subject to Section 13.3 of this Activity Agreement, any Activity Participant may voluntarily withdraw from this Activity Agreement upon thirty (30) days' written notice of such withdrawal to the Authority and each of the other Activity Participants.

14.2. In the event the Board of Directors approves the determination that any Activity Participant is deemed to have withdrawn pursuant to Section 5.4.4 of this Activity Agreement, such withdrawing Activity Participant shall pay for all such Activity Participant's financial obligations incurred prior to the deemed withdrawal date pursuant to the terms of this Activity Agreement.

14.3. In the event of either a voluntary withdrawal or deemed withdrawal by an Activity Participant, as of the withdrawal date, all rights of participation in this Activity Agreement shall cease for the withdrawing Activity Participant, and the withdrawing Activity Participant shall within thirty (30) days, pay all such Activity Participant's financial obligations incurred prior to such withdrawal date pursuant to the terms of this Activity Agreement.

14.4. Upon withdrawal, an Activity Participant shall be entitled to use any data or other information developed under this Activity Agreement during its time as an Activity Participant. Further, should an Activity Participant withdraw from the Activity Agreement after completion of an IRWM Plan update or distribution of the IRWM Implementation, DACIP, or other relevant grant funds, it shall be entitled to utilize the IRWM Plan update or grant funds for implementation of Regional Projects or Regional Programs, consistent with the terms of the IRWM Plan or relevant grant fund agreement(s).

## 15. ADMISSION OF NEW MEMBERS

Members of the Authority may become Members of this Activity Agreement through April 30, 2019. After April 30, 2019, admission of new Members shall require amendment of this Activity Agreement and approval by the Board of Directors and the Activity Agreement Members.

Admission of an IRWM-MOA Participant at any time shall be through execution of an IRWM-MOA and action by the Board of Directors. The admission of the new Activity Participant shall be documented by that new Member signing this Activity Agreement or that new IRWM-MOA Participant entering into an IRWM-MOA with the Authority, subject to this Activity Agreement.

## 16. SPECIAL PROJECTS

16.1. Fewer than all of the Activity Participants may enter into a Special Project Agreement to achieve any of the purposes or activities authorized by this Activity Agreement, and to share in the expenses and costs of such activity. Special Project Agreements must be in writing and may be documented by completion and execution of a form agreement developed for such purpose.

16.2. Activity Participants that sign Special Project Agreements agree that all Special Project Expenses incurred by the Authority under this Activity Agreement for each such Special Project are the costs of the Special Project Participants, respectively, and not of the Authority or of the Activity Participants not participating in the Special Project, and the Special Project Expenses shall be paid by the respective Special Project Participants.

16.3. Special Project Participants shall hold the Authority and each Activity Participant that is not a member of the Special Project Agreement free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from the Special Project Agreement. The indemnification obligation of Special Project Participants arising from the Special Project Agreement shall be the same as specified in Section 12 for Activity Participants in general, except that it shall be limited to the costs, losses, damages, claims and liabilities arising from the Special Project Agreement.

## 17. MISCELLANEOUS

17.1. Amendments. This Agreement may be amended in writing by the Authority and the Activity Agreement Members, with approval from the IRWM-MOA Participants.

17.2. Assignment; Binding on Successors. Except as otherwise provided in this Activity Agreement, the rights and duties of the Activity Participants may not be assigned or delegated without the written consent of the Authority and other Activity Participants. Any attempt to assign or delegate such rights or duties in contravention of this Activity Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of the Authority then in effect. This Activity

Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the Activity Participants.

17.3. Counterparts. This Activity Agreement may be executed by the Authority and the Activity Agreement Members in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

17.4. Governing Law. This Activity Agreement shall be governed by the laws of the State of California.

17.5. Severability. If one or more clauses, sentences, paragraphs or provisions of this Activity Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Activity Agreement Members and the Authority that the remainder of the Activity Agreement shall not be affected thereby.

17.6. Headings. The titles of sections of this Activity Agreement are for convenience only and no presumption or implication of the intent of the parties as to the construction of this Activity Agreement shall be drawn therefrom.

17.7. Reasonable Cooperation. Activity Participants will reasonably cooperate with each other and the Authority to perform the obligations under this Activity Agreement and to carry out the purpose and intent of this Activity Agreement.

IN WITNESS WHEREOF, the Members and the Authority have executed this Activity Agreement as of the date appearing next to their respective signature lines:

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**

By: _____
Name: _____
Title: _____
Date: _____

**ACTIVITY AGREEMENT MEMBERS**

Agency Name: _____ Title: _____
Date: _____

By: _____
Name: _____ Agency Name: _____

By: _____
Name: _____
Title: _____
Date: _____

Agency Name: _____

By: _____
Name: _____
Title: _____
Date: _____

Agency Name: _____

By: _____
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Title: _____
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Agency Name: _____

By: _____
Name: _____
Title: _____
Date: _____

Agency Name: _____

By: _____
Name: _____
Title: _____
Date: _____

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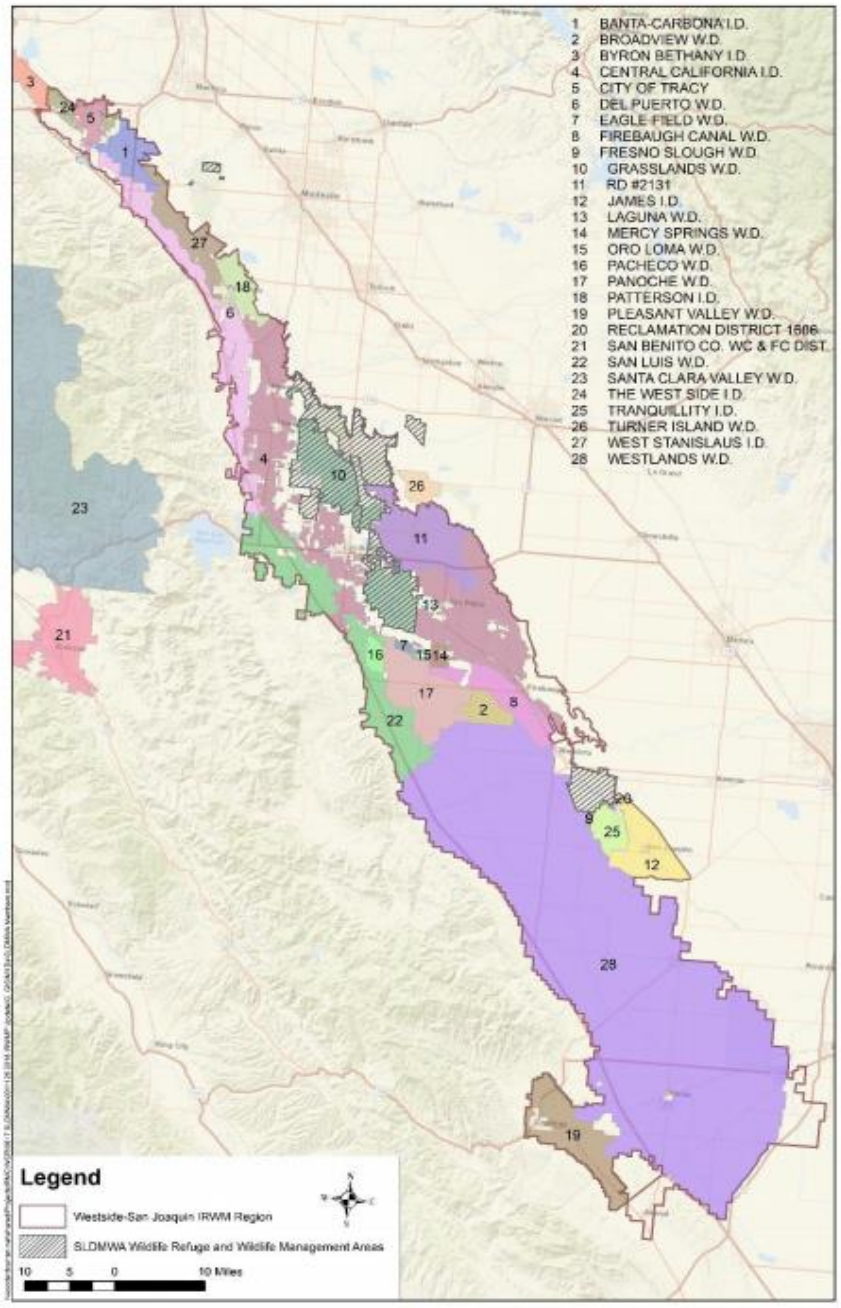
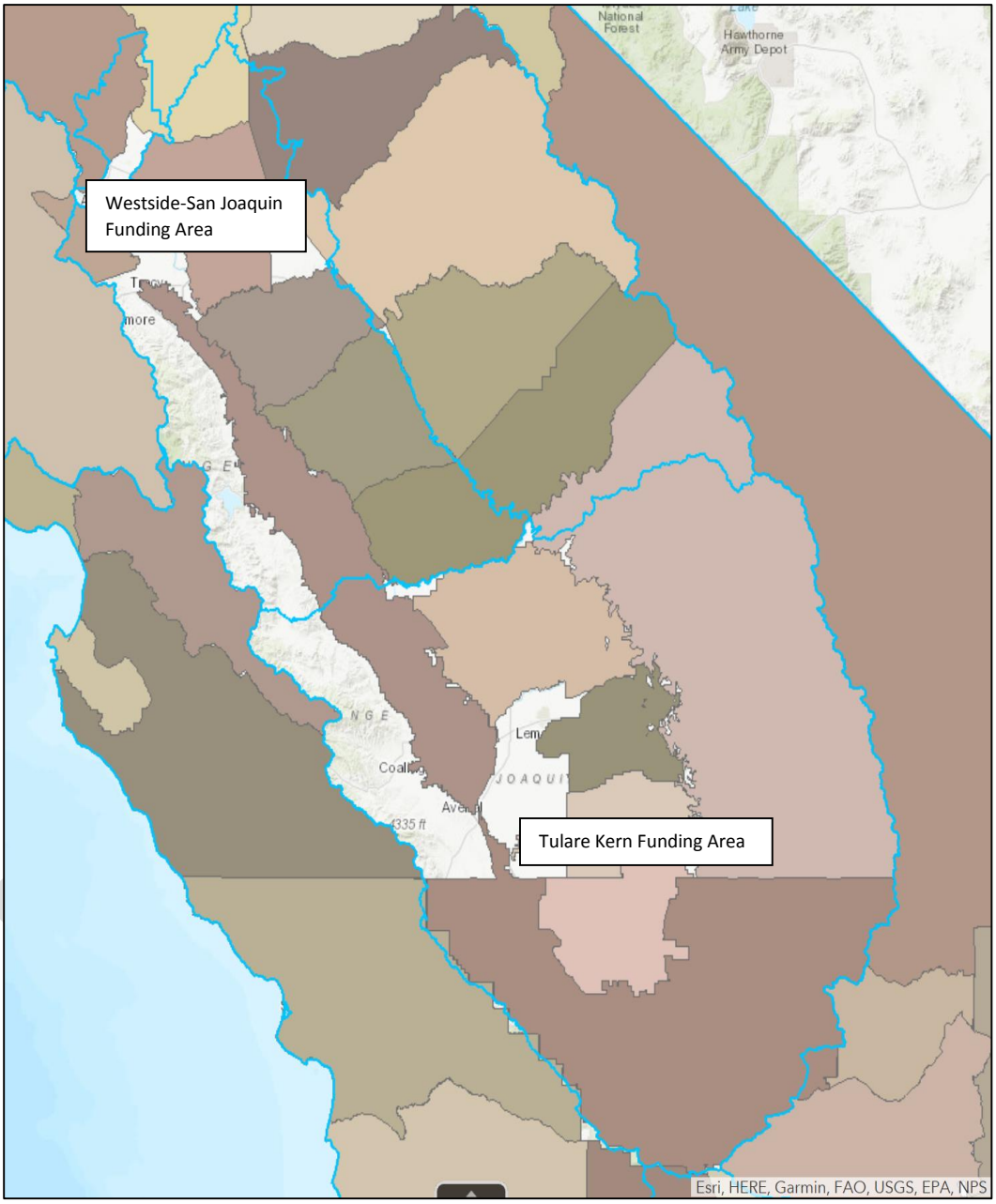
**EXHIBIT "A"**

**MAP OF WESTSIDE-SAN JOAQUIN REGION, FUNDING AREAS**




Westside-San Joaquin Funding Area
Tulare Kern Funding Area
National Forest
Hawthorne Army Depot
Esri, HERE, Garmin, FAO, USGS, EPA, NPS

## EXHIBIT "B"

## ACTIVITY AGREEMENT MEMBERS AND IRWM-MOA PARTICIPANTS

**POTENTIAL LIST]**

| Agency Name | Participation Status | Funding Area (For Grant Application cost determinations) |
|---|---|---|
| Banta-Carbona Irrigation District | AA Member | |
| Broadview Water District | AA Member | San Joaquin River |
| Byron Bethany Irrigation District | AA Member | |
| Central California Irrigation District | AA Member | San Joaquin River |
| City of Avenal | IRWM-MOA Participant | Tulare-Kern |
| City of Los Banos | IRWM-MOA Participant | |
| City of Huron | IRWM-MOA Participant | Tulare-Kern |
| City of Patterson | IRWM-MOA Participant | |
| City of Tracy | AA Member | |
| *Coelho Trust MWC* | IRWM-MOA Participant | |
| Del Puerto Water District | AA Member | San Joaquin River |
| Eagle Field Water District | AA Member | |
| Fresno Slough Water District | AA Member | |
| Grassland Water District | AA Member | |
| Henry Miller Reclamation District #2131 | AA Member | |
| James Irrigation District | AA Member | |
| Laguna Water District | AA Member | |
| Mercy Springs Water District | AA Member | |
| Oro Loma Water District | AA Member | |
| Pacheco Water Distirct | AA Member | |

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| | | |
|---|---|---|
| Panoche Water District | AA Member | |
| Patterson Irrigation District | AA Member | |
| Pleasant Valley Water District | AA Member | Tulare-Kern |
| Reclamation District 1606 | AA Member | |
| San Luis Water District | AA Member | San Joaquin River |
| Tranquillity Irrigation District | AA Member | |
| Westlands Water District | AA Member | Tulare-Kern |
| Westside Irrigation District | AA Member | San Joaquin River |
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# EXHIBIT "C"

## FORM OF IRWM MEMORANDA OF AGREEMENT

This MEMORANDUM OF AGREEMENT FOR INTEGRATED REGIONAL WATER MANAGEMENT ACTIVITIES ("IRWM-MOA") is made effective as of [DATE] (the "Effective Date"), by and between the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California ("Authority"), and _____, a _____ ("IRWM-MOA Participant"). Unless expressly and differently defined in this MOA, capitalized terms used in this MOA shall have the meanings set forth in Section 2 of Appendix 1 to this MOA, a copy of which is attached hereto and by this reference incorporated herein.

### 1. RECITALS

a. The Authority and certain of its member agencies have entered into that certain Integrated Regional Water Management Activity Agreement (the "Activity Agreement") to efficiently and cost-effectively obtain services from the Authority to assist the Activity Agreement Members in complying with the Integrated Regional Water Management Planning Act of 2002 and preparing and administering related grant applications and grants. Appendix 1 incorporated into this MOA is a copy of the Activity Agreement.

b. The IRWM-MOA Participant is not a member of the Authority but is a City, County, local agency, or mutual water company with jurisdictional boundaries or reach within the approximately 2,000 square mile area generally bounded to the east by the San Joaquin River and to the west by the coast, said portion being referred to as the "Westside-San Joaquin IRWM Region," as its boundaries may be modified from time to time.

c. The IRWM-MOA Participant has the power to enter into agreements with other public agencies or private entities, including for purposes of participating in regional water management efforts and securing funding for regional projects or programs under the Integrated Regional Water Management Planning Act of 2002.

d. The Activity Agreement contemplates that the "Activity Participants" under the Activity Agreement shall be comprised of the Activity Agreement Members, this IRWM-MOA



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Participant, and all other entities participating though separate Memoranda of Agreement that contain substantially the same terms as contained in this Memorandum of Agreement.

e. The objective of the IRWM-MOA Participant under this Memoranda of Agreement is to obtain coordinated access to the administrative and technical resources and services available through the Authority and to provide the mechanisms to share the benefits and expenses of obtaining such resources and services to assist in (1) updating the IRWM plan for the Westside-San Joaquin IRWM region; (2) coordinating DAC involvement; (3) preparing IRWM Implementation, DACIP, and other relevant grant applications; (4) administering IRWM Implementation, DACIP, and other relevant grants; (5) assisting with implementation of Regional Projects or Regional Programs under the IRWM plan; and (6) coordinating the preceding activities among entities and programs in the region.

f. The IRWM-MOA Participant expressly intends that neither the Authority nor the Activity Agreement Members or other local agencies participating through their separate Memoranda of Agreement will have the authority to limit or interfere with the respective participants' rights and authorities over their own internal matters, including but not limited to, an Activity Participant's surface water supplies, groundwater supplies, facilities, operations, and water management, subject to terms of the Activity Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the true and correct facts recited above, and of the covenants, terms, and conditions set forth herein, the Authority and the IRWM-MOA Participant agree as follows:

Section 1. The IRWM-MOA Participant hereby agrees to be bound by and to perform the obligations of IRWM-MOA Participants established under the Activity Agreement, and the Authority agrees that the IRWM-MOA Participant so agreeing and performing shall have the rights and be entitled to share in the benefits of the activities under the Westside-San Joaquin IRWM Services and Grant Administration Activity Agreement on the terms and conditions described in the Activity Agreement, Appendix 1 incorporated by reference into this MOA.

Section 2. The Authority and the IRWM-MOA Participant acknowledge and agree that although the IRWM-MOA Participant is not a signatory to the Activity Agreement, the IRWM-

MOA Participant shall be, in all respects, entitled to participation in activities as described in Sections 5 and 6 of the Activity Agreement.

Section 3. Miscellaneous Provisions.

3.1. Amendments. This IRWM-MOA may be amended in writing by the Authority and the IRWM-MOA Participant.

3.2. Assignment; Binding on Successors. Except as otherwise provided in this IRWM-MOA, the rights and duties of the IRWM-MOA Participant may not be assigned or delegated without the written consent of the Authority. Any attempt to assign or delegate such rights or duties in contravention of this IRWM-MOA shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This IRWM-MOA shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the IRWM-MOA Participant.

3.3. Counterparts. This IRWM-MOA may be executed by the Authority and the IRWM-MOA Participant in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

3.4. Governing Law. This IRWM-MOA shall be governed by the laws of the State of California.

3.5. Severability. If one or more clauses, sentences, paragraphs or provisions of this IRWM-MOA shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the IRWM-MOA Participant and the Authority that the remainder of the Activity Agreement shall not be affected thereby.

3.6. Headings. The titles of sections of this IRWM-MOA are for convenience only and no presumption or implication of the intent of the IRWM-MOA Participant and the Authority to the construction of this IRWM-MOA shall be drawn therefrom.

IN WITNESS WHEREOF, the Authority and the IRWM-MOA Participant have executed this Memorandum of Agreement as of the date first above written.

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**

By: _____

Name: _____

Title: _____

Date: _____

**IRWM-MOA Participant**

_____

By: _____

Name: _____

Title: _____

Date: _____

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# EXHIBIT "D"

# WESTSIDE-SAN JOAQUIN IRWM ACTIVITY AGREEMENT PARTICIPATION PERCENTAGES

## Authority Administrative Expenses and Legal Costs

SJRFA and TKFA Participants

| Agency Name | Participation Status (Member or IRWM-MOA Participant) | Participation Percentage |
|---|---|---|
| Authority Agency 1 | Member | *Equal % to all* |
| Authority Agency 2 | Member | |
| Authority Agency 3 | Member | |
| MOA Participant 1 | IRWM-MOA Participant | |
| MOA Participant n | IRWM-MOA Participant | |

SJRFA and TKFA Participants - equal split Authority operating + legal costs by n number of participants; ('Authority Operating Costs + Legal' / n)

- $118,000 of initial budget allocation

## Regional Programs (DACIP), Regional Plans and Future IRWM Plan Updates*

SJRFA and TKFA Participants

| Agency Name | Participation Status (Member or IRWM-MOA Participant) | Participation Percentage |
|---|---|---|
| Authority Agency 1 | Member | *Equal % to all* |
| Authority Agency 2 | Member | |
| Authority Agency 3 | Member | |
| MOA Participant 1 | IRWM-MOA Participant | |
| MOA Participant n | IRWM-MOA Participant | |

SJRFA and TKFA Participants - equal split contract costs by n number of participants; ('Contract Costs' / n)

- $55,000 of initial budget allocation*

## SJRFA Grant Application and Administration*

| Agency Name | Participation Status (Member or IRWM-MOA Participant) | Participation Percentage |
|---|---|---|
| Authority Agency 1 | Member | |
| Authority Agency 2 | Member | |
| Authority Agency 3 | Member | |
| MOA Participant 1 | IRWM-MOA Participant | |
| MOA Participant n | IRWM-MOA Participant | |

SJRFA; Grant Application: Equal split of grant application general development and coordination costs with cost of project specific sections directly paid by individual project proponent

- $110,000 of initial budget allocation*

## TKFA Grant Application and Administration*

| Agency Name | Participation Status (Member or IRWM-MOA Participant) | Participation Percentage |
|---|---|---|
| Authority Agency 1 | Member | |
| Authority Agency 2 | Member | |
| Authority Agency 3 | Member | |
| MOA Participant 1 | IRWM-MOA Participant | |
| MOA Participant n | IRWM-MOA Participant | |

TKFA; Grant Application: Equal split of grant application general development and coordination costs with cost of project specific sections directly paid by individual project proponent

- $50,000 of initial budget allocation*

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## APPENDIX "1"

## ORGANIZATION

4. **Governing Body**. The business of the Activity Agreement shall be conducted by a Steering Committee consisting of one member appointed by each Activity Participant. Members of the Steering Committee shall be appointed by action of the governing body of the respective Activity Participant, and shall be effective upon the appointment date as communicated in writing to the Authority. Each member shall serve on the Steering Committee from the date of appointment by the governing body of the Activity Participant he/she represents at the pleasure of such governing body. The governing body of each Activity Participant may also appoint an Alternate Member, in the same manner as Steering Committee Members are appointed, to serve at the pleasure of such governing body. In addition, the Executive Director and the Assistant Executive Director of SLDMWA or their designees shall serve as ex-officio members of the Steering Committee.

5. **Meetings**. The Chair of the Steering Committee or, a majority of a quorum of the members of the Steering Committee, are authorized to call meetings of the Steering Committee as necessary and appropriate to conduct the business of the Activity Agreement. All such meetings shall be open to the public and subject to notice and location requirements as set forth in the Ralph M. Brown Act (Government Code §§ 54950 et seq.)

6. **Quorum and Voting**. A majority of the then-appointed Steering Committee Members plus any Alternate Members attending in the absence of their respective Steering Committee Members shall constitute a quorum of the Steering Committee. Each Steering Committee Member shall have one (1) vote. In the absence of a Steering Committee Member, the duly appointed Alternate Steering Committee Member may cast the vote of the respective Activity Agreement Member. All actions of the Steering Committee must be taken by a majority vote of a quorum formed of Steering Committee Members and Alternate Members acting in place of absent Steering Committee Members. The Executive Director, Assistant Executive Director, and other SLDMWA employees shall not be entitled to vote.

7. **Officers**. The Steering Committee shall select from its members a Chair who shall act as presiding officer. There also shall be selected from the Steering Committee membership a

Vice-Chair and a Secretary, who may, but need not be, a member of the Steering Committee. All elected officers shall remain in office at the pleasure of a majority vote of the Steering Committee.

**Powers and Limitations Thereon**. Subject to the direction of the governing bodies of the Activity Participants and of SLDMWA, the Executive Director or his/her designee shall undertake all actions necessary for carrying out the Activity Agreement, including but not limited to making budget recommendations; updating the IRWM plan for the Westside-San Joaquin IRWM region; coordinating DAC involvement; preparing IRWM Implementation, DACIP, and other relevant grant applications for the San Joaquin River Funding Area and the Tulare-Kern Funding Area; administering IRWM Implementation, DACIP, and other relevant grants for the San Joaquin River Funding Area and the Tulare-Kern Funding Area; assisting with implementation of Regional Projects or Regional Programs under the IRWM plan; coordinating the preceding activities among entities and programs in the region; and such other actions as shall be reasonably necessary or convenient to the purposes of the Activity Agreement.

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