

AMENDED
**Memorandum of Understanding for
Integrated Regional Water Management in the
Monterey Peninsula, Carmel Bay, and South Monterey Bay Region**

A note on this MOU version – the amendments to this MOU appear both in the margins of this document and as various colors of text in order to facilitate review of the proposed changes between the adopted 2007 MOU and this proposed MOU.

1. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to recognize a mutual understanding among entities in the southern Monterey Bay area regarding their joint efforts toward Integrated Regional Water Management (IRWM) planning. That understanding will continue to increase coordination, collaboration and communication for comprehensive management of water resources in the cities and unincorporated portions of the Monterey Peninsula, Carmel Bay, and South Monterey Bay Region (Region).

A. Background and Description of Amendments. The initial MOU was fully executed on July 22, 2008 by the Big Sur Land Trust (BSLT), a 501 (c) 3 organization, the City of Monterey, the Monterey Regional Water Pollution Control Agency (MRWPCA), the Monterey County Water Resources Agency (MCWRA), and the Monterey Peninsula Water Management District (MPWMD). The MOU formed a Regional Water Management Group (RWMG) for the purposes of developing and implementing projects consistent with the guidelines set by the State of California for IRWM.

Subsequently, the Marina Coast Water District (MCWD) requested approval to become part of the RWMG and signed an amended MOU in June 2011 that includes MCWD as a member of the RWMG. In 2012, the Resource Conservation District of Monterey County (RCD) agreed to become a member of the RWMG.

This amended MOU reflects the addition of MCWD and the RCD as members of the RWMG and also describes processes and guidelines for changing the membership of the RWMG.

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2. RECITALS

- A. The State of California desires to foster Integrated Regional Water Management (IRWM) planning and encourages local public, non-profit, and private (for profit) entities to define planning regions appropriate for managing water resources and to integrate strategies within these planning regions.
- B. Water resources management authority in the Region is currently distributed among various public agencies with a range of legal powers and regulatory responsibilities. These public agencies have definite jurisdictional boundaries, whereas sensible water

resources planning and management frequently requires actions in multiple jurisdictions. Non-public entities within the Region have considerable interests in cooperating with public entities to protect, manage, and enhance water resources within the Region.

- C. Six public entities and one non-profit entity in the Region with responsibility and interests in the management of water resources have agreed to form a Regional Water Management Group for the purposes of developing and implementing projects consistent with the guidelines set by the State of California for IRWM. These entities are: 1.) the Big Sur Land Trust (BSLT), a 501 (c) 3 organization; 2.) the City of Monterey; 3.) the Monterey Regional Water Pollution Control Agency (MRWPCA); 4.) the Monterey County Water Resources Agency (MCWRA); 5) the Marina Coast Water District (MCWD); 6) the Resource Conservation District of Monterey County; and 7.) the Monterey Peninsula Water Management District (MPWMD).

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- D. The Regional Water Management Group has defined an appropriate planning Region that takes into consideration jurisdictional limits, powers and responsibilities, and watershed and groundwater basin boundaries. The Regional Water Management Group is taking the lead in overseeing and implementing a detailed IRWM Plan within the planning Region. The Region is generally described as encompassing approximately 347 square miles and consists of groundwater basins and coastal watershed areas contributing to the Carmel Bay and south Monterey Bay. The Region includes coastal watersheds from the southernmost portion of the San Jose Creek watershed north to the northern limit of the Seaside Groundwater Basin. The inland area is bounded by the Seaside Groundwater Basin to the north and by the Carmel River watershed to the south and east. The western limit of the planning Region generally coincides with the land and Pacific Ocean interface, but includes the Pt. Lobos, Carmel Bay, and Pacific Grove Areas of Special Biological Significance (ASBS) adjacent to the coastal portion of the Region.

The principal groundwater basins in the planning Region are the Seaside Groundwater Basin and the Carmel Valley Aquifer. The Region includes about 38 miles of the coast within the Monterey Bay National Marine Sanctuary, three ASBS, the Cities of Carmel-by-the-Sea, Del Rey Oaks, Monterey, Pacific Grove, Sand City, Seaside, and unincorporated portions of Monterey County including the Carmel Valley watershed (255 square miles), Pebble Beach, the Carmel Highlands and portions of the Seaside Groundwater Basin adjacent to Highway 68 (also known as Canyon Del Rey). This description of the planning Region is not intended to be a limitation on projects and resource planning that may be shared between adjacent IRWM planning Regions (e.g., the Greater Monterey County, IRWM planning Region to the north and east).

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- E. The entities signatory to this MOU desire to link and integrate efforts to jointly oversee the development and implementation of a comprehensive Integrated Regional Water Management Plan for the Region.

3. GOALS

The goals of the collaborative effort undertaken pursuant to this MOU are:

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3.1 To implement a comprehensive IRWMP for the Region that will consider the strategies that are required by the State under CWC 79562.5 and 79564 and subsequent modifications required under Proposition 84. Eligible projects must yield multiple benefits and include one or more of the following elements (PRC § 75026.(a));

↻ Water supply reliability, water conservation and water use efficiency

↻ Stormwater capture, storage, clean-up, treatment, and management

↻ Removal of invasive non-native species, the creation and enhancement of wetlands, and the acquisition, protection, and restoration of open space and watershed lands

↻ Non-point source pollution reduction, management and monitoring

↻ Groundwater recharge and management projects

↻ Contaminant and salt removal through reclamation, desalting, and other treatment technologies and conveyance of reclaimed water for distribution to users

↻ Water banking, exchange, reclamation and improvement of water quality

↻ Planning and implementation of multipurpose flood management programs

↻ Watershed protection and management

↻ Drinking water treatment and distribution

↻ Ecosystem and fisheries restoration and protection

Deleted: including at a minimum: ecosystem restoration, environmental and habitat protection and improvement, water supply reliability, flood management, groundwater management, recreation and public access, storm water capture and management, water conservation, water quality protection and improvement, water recycling, and wetlands enhancement and creation. Optional additional elements that may be considered include: conjunctive use, desalination, imported water, land use planning, non-point source pollution control, promotion of the steelhead run, surface storage, watershed planning, water and wastewater treatment, and water transfers.

3.2 To implement a comprehensive IRWMP for the Region that incorporates water supply, water quality, flood and erosion protection, and environmental protection and enhancement objectives.

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3.3 To improve and maximize coordination of individual public, private, and non-profit agency plans, programs and projects for mutual benefit and optimal gain within the Region.

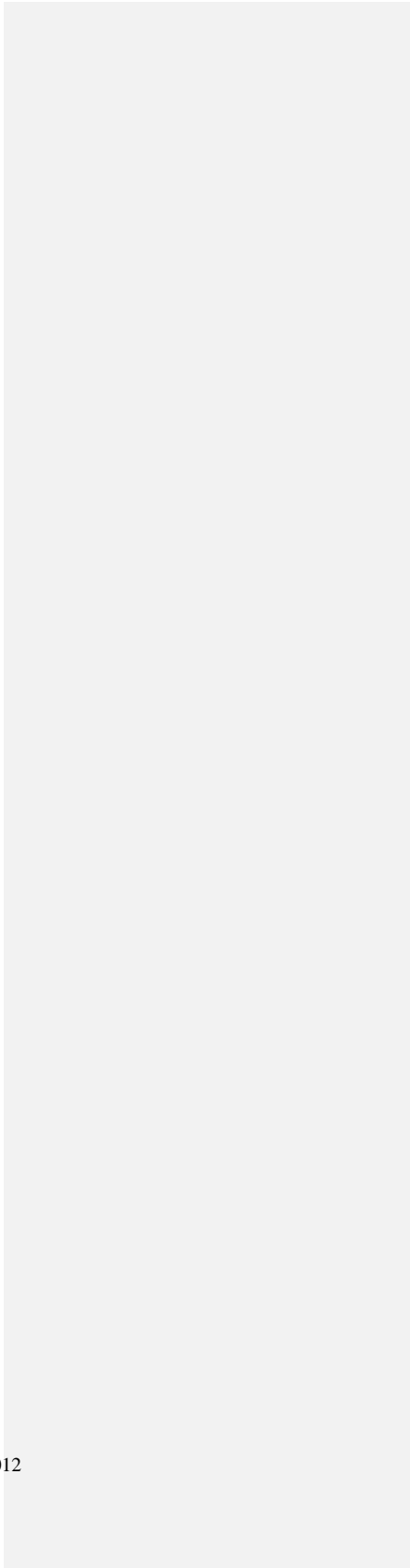
3.4 To help identify, develop, and implement collaborative plans, programs, and projects that may be beyond the scope or capability of individual entities, but which would be of mutual benefit if implemented in a cooperative manner.

3.5 To facilitate regional water management efforts that include multiple water supply, water quality, flood control, and environmental protection and enhancement objectives.

3.6 To foster coordination, collaboration and communication between stakeholders and other interested parties, to achieve greater efficiencies, enhance public services, and build public support for vital projects.

- 3.7. To realize regional water management objectives at the least cost possible through mutual cooperation, elimination of redundancy, and enhanced regional competitiveness for State and Federal grant funding.

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4. DEFINITIONS

- 4.1 **Integrated Regional Water Management Plan (IRWMP or IRWM Plan).** The plan envisioned by state legislators and state resource agencies that integrates the strategies, objectives, and priorities for projects to manage water resources proposed by public entities, non-profit entities, and stakeholders within a defined Planning Region. The minimum plan standards are as shown in Appendix A of “Integrated Regional Water Management Grant Program Guidelines, November 2004, Department of Water Resources and State Water Resources Control Board, Proposition 50, Chapter 8,” as revised. [Minimum IRWM Plan standards may be revised from time to time by the State of California.](#)
- 4.2 **Integration.** The combining of water management strategies and projects to be included in an IRWMP.
- 4.3.a **Lead Agency for IRWM Plan Development.** The Monterey Peninsula Water Management District is designated by the [Regional](#) Water Management Group to lead the development or implementation of an Integrated Regional Water Management Plan for the Region.
- 4.3.b **Lead Agency for IRWM Grant Applications.** The [Regional](#) Water Management Group may designate any entity in the [Regional](#) Water Management Group to be the Lead Agency in making application to the State for grant funds.
- 4.4. **Non-profit Agency.** A 501 (c) (3) corporation, conservancy, group or other organization involved in water resources management in the Region.
- 4.5 **Private Agency.** A private or publicly held for-profit corporation or property owner involved in water resources management in the Region
- 4.6. **Project.** A specific project that addresses a service function.
- 4.7. **Public Agency.** A state-authorized water district, water agency, water management agency or other public entity, be it a special district, city or other governmental entity, responsible for providing one or more services in the areas of water supply, water quality, wastewater, recycled water, water conservation, stormwater/flood control, watershed planning and aquatic habitat protection and restoration.
- 4.8. **Region.** The area defined by the [Regional](#) Water Management Group ([RWMG](#)) consisting of watersheds, sub-watersheds and groundwater basins under the jurisdiction of one or more entities within the [RWMG](#).
- 4.9. **Service Function.** A water-related individual service function provided by a private, public, or non-profit entity, i.e. water supply, water quality, wastewater, recycled water, water conservation, stormwater/flood protection, watershed planning, recreational facilities, and habitat protection and restoration.
- 4.10 **Signatory Entity.** A public, private, or non-profit entity within the Region that is signatory to this MOU.
- 4.11 **Stakeholder.** A non-signatory public, private, or non-profit agency identified in the IRWM Plan with an interest in water resources management within the Region.
- 4.12 **Technical Advisory Committee.** The committee organized to advise the [Regional](#) Water Management Group and Stakeholders concerning the IRWM Plan.
~~Normally, the group will be~~ comprised of individuals with technical backgrounds in the fields of marine and freshwater biology, ecology, geology, engineering, hydrogeology, planning, resource conservation, riparian systems, water

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conservation, and water quality. However, stakeholders with interests in a particular aspect of resource or project management, but not necessarily a technical background, may also be considered for inclusion in the TAC.

- 4.13 **Regional Water Management Group.** The group of entities that takes the lead in overseeing the development and implementation of the Integrated Regional Water Management Plan within the Planning Region. The RWMG consists of the Monterey Regional Water Pollution Control Agency, the Monterey County Water Resources Agency, the Monterey Peninsula Water Management District, the City of Monterey, the Marina Coast Water District, the Resource Conservation District of Monterey County, and the Big Sur Land Trust.
- 4.14. **Water Management Strategies.** Plans for and activities to be considered in an IRWMP include, but are not limited to, ecosystem restoration, environmental and habitat protection and improvement, water-supply reliability, flood management, groundwater management, recreation and public access, storm water capture and management, water conservation, water quality improvement, water recycling, and wetlands enhancement and creation.

5. IRWMP PARTICIPANTS

- 5.1 **Adopting Entities.** The entities in the Region that participate in the development, adoption, and implementation of the Integrated Regional Water Management Plan for the Region. Each entity intending to carry out a project proposed in the IRWMP must formally adopt the IRWMP or provide written substantiation of acceptance by the governing authority of the entity. For a public agency, adoption of the IRWMP is by formal resolution of the governing body. For a non-profit or for-profit entity, proof of acceptance of the IRWMP by the equivalent of a public agency governing body is required (e.g., by a board of directors or other management entity).
- 5.2. **Stakeholders.** Entities, such as other public, private, and non-profit entities, business and environmental groups, that are considered valuable contributors to the understanding and management of the Region's water resources.
- 5.3. **Regulatory Agencies.** These agencies, including, but not limited to, the Central Coast Regional Water Quality Control Board, California Coastal Commission, U.S. Army Corps of Engineers, California Public Utilities Commission, National Marine Fisheries Service (NOAA Fisheries), U.S. Fish and Wildlife Service, and the California Department of Fish and Game, will be invited to participate in the development and implementation of the IRWMP.
- 5.4 **Regional Water Management Group.** The group of entities that takes the lead in developing and implementing an Integrated Regional Water Management Plan within the Planning Region.

6. MUTUAL UNDERSTANDING

- 6.1. **Subject matter scope of the IRWMP.** The IRWMP for the Region will include, but is not limited to, water supply, water quality, wastewater, recycled water, water conservation, stormwater/flood control, watershed planning, erosion prevention, and habitat protection and restoration. It is acknowledged that the proposals

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contained in the IRWMP may be based, in part, on the land-use plans of the member entities local governments such as Cities, Monterey County, and special districts located within the Region. Therefore, the resultant IRWMP will by design have incorporated the land-use plans and assumptions intrinsic to the respective water-related service function.

- 6.2. **Geographical scope of the IRWMP.** The area for this Memorandum is generally defined as the watersheds and associated groundwater basins contributing to the south Monterey Bay and Carmel Bay as shown in Figure 3-1: Map of Monterey Peninsula Integrated Regional Water Management Planning Region in the IRWMP Plan.

The Region includes coastal watersheds from the southernmost portion of the San Jose Creek watershed north to the northern limit of the Seaside Groundwater Basin. The inland area is bounded by the Seaside Groundwater Basin to the north and by the Carmel River watershed to the south and east. The western limit of the planning Region generally coincides with the land and Pacific Ocean interface, but includes the Pt. Lobos, Carmel Bay, and Pacific Grove Areas of Special Biological Significance (ASBS) adjacent to the coastal portion of the Region.

However, it is recognized that the geographic scope represented in the IRWMP Plan may be amended to include projects that are implemented cooperatively between IRWMP planning regions (e.g., with the [Greater Monterey County](#) IRWMP planning region) and is not intended to be a rigid boundary.

- 6.3. **Approach to developing the IRWMP.** It will be the responsibility of each entity signatory to this Memorandum to provide the Lead Agency with information [for the](#) IRWMP concerning project proposals or to identify the need for a water management strategy for each service function provided by a signatory entity.

In order to be [included in the](#) IRWMP, all proposals for development of water management plans and water development project proposals related to the IRWMP must meet the standards identified in the [IRWMP Plan for the Region](#).

A technical advisory committee consisting of staff representatives from the [Regional](#) Water Management Group, other Stakeholders and such other organizations as may become contributing entities, will review proposed management plans and project proposals for consistency with the [IRWMP](#) and recommend a prioritized list of projects to be carried out within the Region. The [Regional](#) Water Management Group and Stakeholders will meet to review the recommendation made by the TAC.

- 6.4. **Approval of prioritized project list.** Approval of the prioritized project list should occur by consensus of the [Regional](#) Water Management Group and Stakeholders and should be based on the prioritization process described in the IRWMP and the recommendations of the Technical Advisory Committee. However, if a consensus cannot be reached among the Stakeholders and [Regional](#) Water Management Group, the [Regional](#) Water Management Group may make a final determination of the prioritized project list.

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6.5. **Adoption of the IRWMP.** Plan adoption will occur by approval of the governing board of each entity. Each member of the RWMG shall adopt the IRWM Plan or an amended IRWM Plan, when the Plan becomes available. Project proponents named in an IRWM grant application shall adopt the IRWM Plan or amended IRWM Plan prior to submittal of the grant application. It should be noted that the adopted Plan and project list may be amended from time to time as described below.

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6.6 **Amendment of IRWMP or Prioritized Project list.** The IRWM Plan and prioritized project list may be amended from time to time. Any member of the [Regional](#) Water Management Group or Stakeholders may request that the Lead Agency convene a meeting of the [Regional](#) Water Management Group and Stakeholders for the purposes of amending the IRWM Plan or the prioritized project list. However, it is anticipated that the IRWMP or prioritized project list will be amended no more frequently than annually, unless more frequent amendments are required to meet State IRWM standards or grant application cycles. An amended IRWM Plan must be consistent with State IRWM standards as described in Definition 4.1 “Integrated Regional Water Management Plan” and any subsequent revisions by the State to IRWM guidelines.

6.7. **Project Implementation.** Project proponents will be responsible for completing proposed projects and providing project reports to the Lead Agency.

6.8 **Project Monitoring.** The [Regional](#) Water Management Group will be responsible for monitoring the implementation of the IRWMP. The technical advisory committee will regularly report to the General Managers and Governing Boards of the [Regional](#) Water Management Group regarding progress on the development and implementation of the IRWMP. The Lead Agency will be responsible for coordinating data collection and dissemination.

6.9 **Grant Applications.** The [Regional](#) Water Management Group will designate a Lead Agency to apply for grant funds. The Lead Agency for each grant application should have a mission and expertise that is consistent with the purpose of the grant being applied for.

6.10 **Grant Awards and Agreement.** The Lead Agency will be the grantee and administer the grant on behalf of the [Regional](#) Water Management Group and Stakeholders.

6.11 **Participation in Regional Water Management Group (RWMG).** Any qualified stakeholder may petition to become a member of the RWMG. A qualified stakeholder must demonstrate the following: a) an interest, responsibility or authority over multiple resources within the region; or b) a unique interest, responsibility, authority, or asset not shared by any other entity within the RWMG. The RWMG shall consider such a request for a change to the RWMG and shall vote by majority to accept or reject the request.

6.12 **Length of Term in Regional Water Management Group.** Members of the RWMG may change from time to time, depending on the level of resources available to each entity. However, there is no required minimum or maximum length of time required as a member of the RWMG. If an entity withdraws from the RWMG, the remaining entities should attempt to replace the interest, responsibility or authority lost by the withdrawal.

6.13 **Rights of the Parties and Constituencies:** This MOU does not provide any added legal rights or regulatory powers to any of the signatory parties, or to the RWMG as a whole. This MOU does not of itself give any party the power to adjudicate water rights, or to regulate or otherwise control the private property of other parties. This MOU does not contemplate the parties taking any action that would adversely affect the rights of any of the parties, or that would adversely affect the customers or constituencies of any of the parties.

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6.14 ~~Termination.~~ An entity signatory to this MOU may withdraw from participation upon 30 days advance notice to the other signatory entities, provided it agrees to be financially responsible for any previously committed, but unmet resource commitment.

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6.15 ~~Personnel resources.~~ It is expected that the General Managers and/or other officials of each entity signatory to this MOU will periodically meet to insure that adequate staff resources are available to implement the IRWM Plan.

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6.16 ~~Other on-going regional efforts.~~ Development of the IRWMP is separate from efforts of other organizations to develop water-related plans on a regional basis around Monterey Bay and the Central Coast. As the IRWMP is developed and implemented, work products may be shared to provide other entities and groups with current information.

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7. INDEMNIFICATION

7.1 Each Party shall indemnify, defend and hold harmless the other parties, to the extent allowed by law and in proportion to fault, against any and all third-party liability for claims, demands, costs or judgments (direct, indirect, incidental or consequential) involving bodily injury, personal injury, death, property damage or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from the acts or omissions of its own officers, agents, employees or representatives carried out pursuant to the obligations of this Agreement.

7.2 These indemnity provisions shall survive the termination or expiration of this Agreement. Further, each Party will be liable to the other Party for attorneys' fees, costs and expenses, and all other costs and expenses whatsoever, which are incurred by the other Party in enforcing these indemnity provisions.

8. RECORD OF AMENDMENTS

8.1 ~~June 2010 – add Marina Coast Water District to RWMG. Revise Goals, Definitions and MOU terms to reflect Proposition 84 requirements.~~

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8.2 ~~March 2012 – add process to change RWMG, define when plan is to be adopted~~

8.3 ~~August 2012 – add Resource Conservation District of Monterey County to RWMG~~

9. SIGNATORIES TO THE MEMORANDUM OF UNDERSTANDING

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We, the duly authorized undersigned representatives of our respective entities, acknowledge the above as our understanding of the intent and expected outcome in overseeing the development and implementation of an Integrated Regional Water Management Plan for the Monterey Peninsula, Carmel Bay, and South Monterey Bay Region.

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Signature

Signature

Printed Name
Monterey County Water Resources Agency

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Monterey Regional Water Pollution Control Agency

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Big Sur Land Trust

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City of Monterey

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Monterey Peninsula Water Management District

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Marina Coast Water District

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Board President, Resource Conservation
District of Monterey County

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