



EDMUND G. BROWN JR.  
GOVERNOR



MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

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## Central Valley Regional Water Quality Control Board

3 June 2015

Mark C. McKean, Chairman  
Kings River Watershed Coalition Authority  
P.O. Box 8259  
Fresno, CA 93747

Donald Ikemiya, Executive Director  
Kaweah Basin Water Quality Association  
P.O. Box 2840  
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Steve Drumright, Vice Chairman  
Tule Basin Water Quality Coalition  
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Nicole Bell, ILRP Manager  
Kern River Watershed Coalition Authority  
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David Hampton  
Cawelo Water District Coalition  
17207 Industrial Farm Road  
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**AGREEMENT FOR MANAGEMENT PRACTICE EVALUATION PROGRAM (MPEP) GROUP:  
KINGS RIVER WATERSHED COALITION AUTHORITY, KAWEAH BASIN WATER QUALITY  
ASSOCIATION, TULE BASIN WATER QUALITY COALITION, KERN RIVER WATERSHED  
COALITION AUTHORITY, CAWELO WATER DISTRICT COALITION**

Thank you submitting the Coordination Agreement for the Management Practice Evaluation Program Group Option as required by section VIII.D.2 of Waste Discharge Requirements General Order R5-2013-0120 for Growers within the Tulare Lake Basin Area that are Members of a Third-Party Group (General Order).

The information provided in the Coordination Agreement is sufficient and it is hereby approved for use under the MPEP group option. Please note that any modifications to the MPEP Agreement will require Executive Officer approval.

If you have any questions regarding this letter, please contact David Sholes at (559) 445-6279 or by email at [David.Sholes@waterboards.ca.gov](mailto:David.Sholes@waterboards.ca.gov).

for Pamela C. Creedon  
Executive Officer

Enclosure: Staff Review of MPEP Group Agreement under Order R5-2013-0120

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## Central Valley Regional Water Quality Control Board

**TO:** David A. Sholes  
Senior Engineering Geologist  
Irrigated Lands Regulatory Program

**FROM:** Nicholas Smaira  
Engineering Geologist  
Irrigated Lands Regulatory Program

**DATE:** 3 June 2015

**SUBJECT:** MANAGEMENT PRACTICE EVALUATION PROGRAM GROUP AGREEMENT,  
WASTE DISCHARGE REQUIREMENTS GENERAL ORDER R5-2013-0120

On 20 November 2014, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) received a Coordination Agreement for the Management Practice Evaluation Program (MPEP) Group Option described in Waste Discharge Requirements General Order R5-2013-0120 for Growers within the Tulare Lake Basin Area that are Members of a Third-Party Group (General Order). The agreement was submitted by the Kings River Watershed Coalition Authority, Kaweah Basin Water Quality Association, Tule Basin Water Quality Coalition, Kern River Watershed Coalition Authority, and Cawelo Water District Coalition (Coalitions of Coalition groups). A copy of the Coordination Agreement is included as an attachment to this review.

The General Order allows the use of a Group Option if approved by the Executive Officer of the Central Valley Water Board. Under the Group Option, a third-party may fulfill its requirements as part of an entity that is formed to develop and carry out the management practices effectiveness evaluations required by the Irrigated Lands Regulatory Program Orders. The agreement of the parties included in the MPEP Group must address elements described in the section VIII.D.2 of the General Order. The information provided in the Coordination Agreement is sufficient to address the required elements (see the itemized review below).

### Itemized Review of the Agreement Elements Required by the General Order:

- i. ***The agreement must include a description of the roles and responsibilities of each of the organizations in the MPEP group.***

The Coordination Agreement provides sufficient details regarding the roles and responsibilities of each organization. The Coordination Agreement initially designates the Kings River Watershed Coalition Authority as the Lead Party; however the Lead Party designation may be changed by a majority vote from representatives of the participating organizations.

- ii. ***The agreement must include the identification regarding the technical experts, along with their qualifications, who will prepare and implement the workplans.***

The Coordination Agreement states in part that the parties agree to select technical experts with a firm understanding of the requirements of the General Order, groundwater conditions and cropping systems within the region, and the technical work underway through CV-SALTS. The Coordination Agreement also states that qualified experts will be selected within 90 after the approval of the Kings River Watershed Coalition Authority's Groundwater Quality Assessment Report (GAR) and that the selected technical experts' information will be provided to the Central Valley Water Board within 105 days after the approval of the Kings River Watershed Coalition Authority's GAR. This approach is consistent with the MPEP group agreement for Waste Discharge Requirements General Order R5-2012-0116-R1 for Growers within the Eastern San Joaquin River Watershed that are Members of the Third-Party Group.

- iii. ***The agreement must identify the person(s) responsible for the timely completion of the workplans and reports required by the General Order.***

The Coordination Agreement states in part that the Kings River Watershed Coalition Authority will serve as the Lead Party for purposes of the coordinated efforts described in the agreement and for the responsibility for the completion of required workplans and reports.

- iv. ***The agreement must include an organizational chart showing the reporting relationships and responsibilities of the participants in the group.***

The organizational chart included in the Coordination Agreement adequately illustrates the reporting relationships and responsibilities of the group participants.

RECEIVED

NOV 20 2014

**COORDINATION AGREEMENT FOR  
MANAGEMENT PRACTICES EVALUATION PROGRAM GROUP OPTION**  
RWQCB-CVR  
FRESNO, CALIF.

THIS AGREEMENT, made effective as of the 18 day of November 2014, by and between the Kings River Watershed Coalition Authority, the Tule Basin Water Quality Coalition, the Kaweah Basin Water Quality Association, the Kern River Watershed Coalition Authority, and the Cawelo Water District Coalition, collectively called "Parties" and each a "Party." This Agreement is intended by the Parties to constitute the agreement required by Waste Discharge Requirements General Order for the Growers within the Tulare Lake Basin Area that are Members of a Third-Party Group, Order No. R5-2013-0120 ("Order No. R5-2013-0120"), Provision VIII.D.2.a., which allows for a third-party to fulfill its requirements associated with a Management Practice Evaluation Program through a Group Option.

**WHEREAS:**

- A. On September 19, 2013 the California Water Quality Control Board, Central Valley Region ("Regional Board") adopted Order R5-2013-0120.
- B. Order No. R5-2013-0120 contains a requirement for a Management Practices Evaluation Program (MPEP) that has an overall goal of determining the effects, if any, irrigated agricultural practices have on groundwater quality. A MPEP is required in high vulnerability groundwater areas and must address the constituents of concern described in the Groundwater Quality Assessment Report(s).
- C. Order No. R5-2013-0120 includes a provision that allows the third-party that will administer Order No. R5-2013-0120 to fulfill the MPEP requirements as part of a larger group (hereafter referred to as "Group Option"), which is an entity formed to develop and carry out the management practices evaluations required of Order No. R5-2013-0120.
- D. To exercise the Group Option, the third-party must submit a copy of the agreement of the parties included in the Group to the Regional Board. According to Order No. R5-2013-0120, the agreement must include a description of the roles and responsibilities of each of the organizations in the MPEP Group; identification of the technical experts who will prepare and implement the workplans, along with their technical experts who will prepare and implement the workplans, along with their qualifications; the person(s) responsible for timely completion of the workplans and reports required by this Order; and an organizational chart showing the reporting relationships and responsibilities of the participants in the group.
- E. In the interest of economy, coordinated activity, and to pursue the Group Option, the Parties agree to the following in order to work collectively and collaboratively towards development of a Management Practices Evaluation Program Workplan that will satisfy requirements contained in Order No. R5-2013-0120.

NOW, THEREFORE, IN CONSIDERATION OF ALL THE RECITALS, PROMISES AND COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. **Purpose of Agreement:** The purpose of this Agreement is to allow the Parties to exercise the Group Option specified in Order No. R5-2013-0120, Provision VIII.D.2.a.
2. **Roles and Responsibilities of the Parties:**
  - a. Each Party agrees to work in good faith with all other signatory parties to timely develop and implement a Management Practices Evaluation Program Workplan that meets the requirements of Provision VIII.D.2 of Order R5-2013-0120, and Section IV.B. of Attachment B to Order R5-2013-0120.
  - b. The Parties shall form a Steering Committee to develop and implement a Management Practices Evaluation Program Workplan. Each Party agrees that it will designate one representative and one alternate to participate in the Steering Committee. The Steering Committee shall appoint a Coordinator, Vice Coordinator, Fiscal Agent, Administrator, and Secretary. The Coordinator will be designated as the Lead Party to fulfill the responsibilities identified under Section 6 of this Agreement. The Vice Coordinator will assume the responsibilities in the absence of the Coordinator.
  - c. Each Party agrees that its representative and/or alternate will be active participants, and will maintain open communication and coordination with the other signatory Parties to the Agreement. Those Parties that are members of the Southern San Joaquin Valley Water Quality Coalition may direct that their participation in the development of the Management Practices Evaluation Program Workplan and related activities under this Agreement may be provided by such Coalition.
  - d. Each Party agrees that documents and information developed through this Agreement shall be considered internal working documents until all documents and information have been reviewed and approved by all Parties, and all Parties agree that such documents and information are suitable for release to the Regional Board and/or others as required. The Parties agree that permission for release of such documents and information prepared through this Agreement shall not be unreasonably withheld.
  - e. Each Party recognizes and agrees that a Management Practices Evaluation Program Group Workplan that meets the intent and purpose of the requirements contained in Order No. R5-2013-0120 shall be developed and submitted no later than two years from approval of the Kings River Watershed Coalition Authority's Groundwater Assessment Report, unless time for submittal has been extended by the Regional Board.
3. **Allocation of Costs:** The Parties anticipate that it will be necessary to jointly hire technical consulting services to assist Parties with respect to development of a Management Practices Evaluation Program Workplan and to implement the Group Option. The Parties agree that costs, including billings for services of technical consultants and coordination efforts authorized pursuant to this Agreement, may be divided among the Parties in one of three ways. The first is based upon equal percentages from all Parties. Activities such as general administration or expenses where the Parties benefit equally or would have had to accrue similar costs to develop, shall be equally distributed. The second method is based on designated High Vulnerability Acreages within each coalition. Cost such as the development of the Management Practices Evaluation Program Workplan and similar tasks where the benefit and cost can be more closely related to acres involved shall be distributed by percentage of High Vulnerability Acreage. The third distribution method is for costs

incurred that do not benefit all parties. These costs may be incurred completely by one Party or shared by multiple Parties, but not all. Field work conducted on crops or combinations of crops that are in some areas, but not all would be an example of costs that would fit this category. Ad-hoc, specific cost sharing agreements between the benefitting parties would need to be developed and may be based on the acreage benefitting from such work. All expenditures require prior approval by the Steering Committee by a majority vote corresponding to each Party's cost allocation based on the applicable cost allocation methodology which shall be designated for approval. Acceptance of contracts or task orders with attached scopes of work, budgets, staffing plans, and communications protocols would constitute such approval.

4. Selection of Technical Consulting Services: The Parties agree to select technical consulting firm or combination of firms that are qualified to develop and implement the MPEP Group Option. The technical consulting firm(s) shall have a firm understanding of the requirements of Order No. R5-2013-0120, the groundwater conditions and cropping systems within the region, and the technical work underway through CV-SALTS. The Parties, through the Steering Committee, shall solicit requests for proposal from various qualified consultants. Based upon the responses to the requests for proposal, the Steering Committee will select a qualified technical consultant(s) to prepare the Management Practices Evaluation Program Workplan, and implement the program once the Management Practices Evaluation Program Workplan is approved by the Executive Officer. The Parties agree that a request for proposal shall be circulated no later than 60 days after approval of the Kings River Watershed Coalition Authority's Groundwater Quality Assessment Report, and that a qualified technical consultant(s) will be selected within 90 days after approval of the Kings River Watershed Coalition Authority's Groundwater Quality Assessment Report. Qualifications of the selected technical consultant(s) will be submitted to the Regional Board within 105 days after approval of the Kings River Watershed Coalition Authority's Groundwater Quality Assessment Report.
5. Addition and Withdrawal of Parties: In the event that, following initial execution of this Agreement, additional Parties desire to become parties to this Agreement, or in the event of withdrawal from this Agreement by one or more Parties, the cost allocations established prior to such time, will be reevaluated based on the previous costs incurred and future costs to be incurred. A withdrawing Party shall remain obligated to pay its share of fees and costs incurred up to and including the date on which written notice of withdrawal is delivered to the Lead Party identified in Section 6 of this Agreement, and other participating Parties. In addition, if any Party withdraws, such Party shall not object to, and hereby waives any conflict regarding the continued development of the information and Program developed pursuant to this Agreement.
6. Designation of Lead Party: The Parties initially designate the Kings River Watershed Coalition Authority to serve as the Lead Party for purposes of the coordinated effort described in this Agreement and for the responsibility for the completion of required workplans and reports. The Kings River Watershed Coalition Authority agrees to take the lead in coordinating efforts amongst the Parties, directing work of technical consultants as specifically authorized and agreed upon by the Steering Committee and for ensuring the

completion of required workplans and reports. The Kings River Watershed Coalition Authority shall also be the lead for communicating with the Regional Board, as requested and directed by the Steering Committee. The Kings River Watershed Coalition Authority recognizes the importance of coordination among the Parties' respective representatives and commits to appropriate collaboration to ensure that the individual concerns of each Party are addressed. The designation of the Kings River Watershed Coalition Authority as the lead for coordination purposes does not change the requirement that each Party must approve (1) hiring of consultants, (2) submittals to the Regional Board, and (3) all joint expenditures. The Steering Committee may change the designation of the Lead Party by a majority vote.

7. **Billing Procedures:** The Kings River Watershed Coalition Authority agrees to act as the initial Fiscal Agent and Administrator of the agreement. The Kings River Watershed Coalition Authority agrees to collect billings for costs incurred pursuant to this agreement and to issue invoices to the Parties for such costs, including services provided by the Kings River Watershed Coalition Authority in accordance with the allocation agreed upon in Section 3 above or through a separate cost agreement as approved by the Parties. Parties agree to make payments on these invoices within 30 days of the date of the specific invoice. The Steering Committee may change the designation of Fiscal Agent and Administrator by a majority vote.
8. **Withdrawal/Termination:** Any Party may withdraw as a Party to this Agreement upon thirty (30) days prior written notice to all other Parties and the Regional Board, and thereafter this Agreement shall be terminated with regard to any such Party, provided, however, any withdrawing party shall continue to be obligated under the terms of this Agreement to maintain all the confidences, privileges and shared information it may possess as a result of this Agreement. This agreement shall terminate upon the completion of the MPEP requirements per the General Order or upon the withdrawal of all parties to the Agreement.
9. **Expenditures:** The expenditure of any resources pursuant to this Agreement shall be at the direction of the Steering Committee, and shall be discussed and approved by the Steering Committee in advance. The expenditures of resources by any consultant or sub-consultant, shall first be presented to the Steering Committee in writing, shall include a proposed scope of work and cost estimate, and be authorized by all Parties.
10. **Modification:** This Agreement shall be modified only in writing upon the prior written consent of each Party.
11. **Interpretation:** This Agreement shall be interpreted in accordance with the laws of the State of California.
12. **Notice:** Any notice with respect to this Agreement shall be deemed fully given and made when delivered in writing or mailed by registered mail as follows:

Kings River Watershed Coalition Authority  
c/o Casey Creamer, Coordinator  
P.O. Box 8259  
Fresno, CA 93747

Copy to:

The place of notice for any Party may be changed by written notice to the others.

13. Remedy for Breach: Each Party acknowledges and agrees that monetary damages would be an inadequate remedy for a breach of this Agreement and that each party shall be entitled to specific performance or injunctive relief, or both, to prevent the breach or continued breach of this Agreement.
14. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
15. Facsimile and Electronic Signatures: The Parties hereby authorize this Agreement to be executed upon the facsimile or electronic signatures of the representatives named in this Agreement, and agree that such facsimile or electronic signatures shall be valid and binding as though original signatures had been provided.
16. Additional Signatories: If an additional party desires to join the coordination efforts of these parties and similarly be covered by the terms of this agreement, the new party shall make a formal request of the existing parties. The existing parties must unanimously approve the additional party for inclusion into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the day and year first above written.

**KINGS RIVER WATERSHED COALITION AUTHORITY**

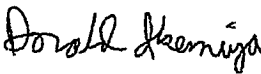
By: 

Mark C. McKean

Its: Chairman

Address: P. O. Box 8259  
Fresno, CA 93747

**KAWEAH BASIN WATER QUALITY ASSOCIATION**

By: 

Donald Ikemiya

Its: Executive Director

Address: P.O. Box 2840  
Visalia, CA 93279



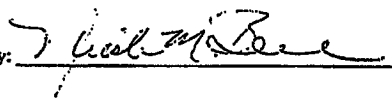
**TULE BASIN WATER QUALITY COALITION**

By: 

Its: Steve Drumright  
Vice Chairman

Address: 2904 W. Main Street  
Visalia, CA 93291

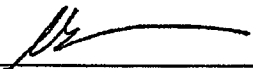
**KERN RIVER WATERSHED COALITION AUTHORITY**

By: 

Its: Nicole Bell  
ILRP Manager

Address: P.O. Box 151  
Bakersfield, CA 93302

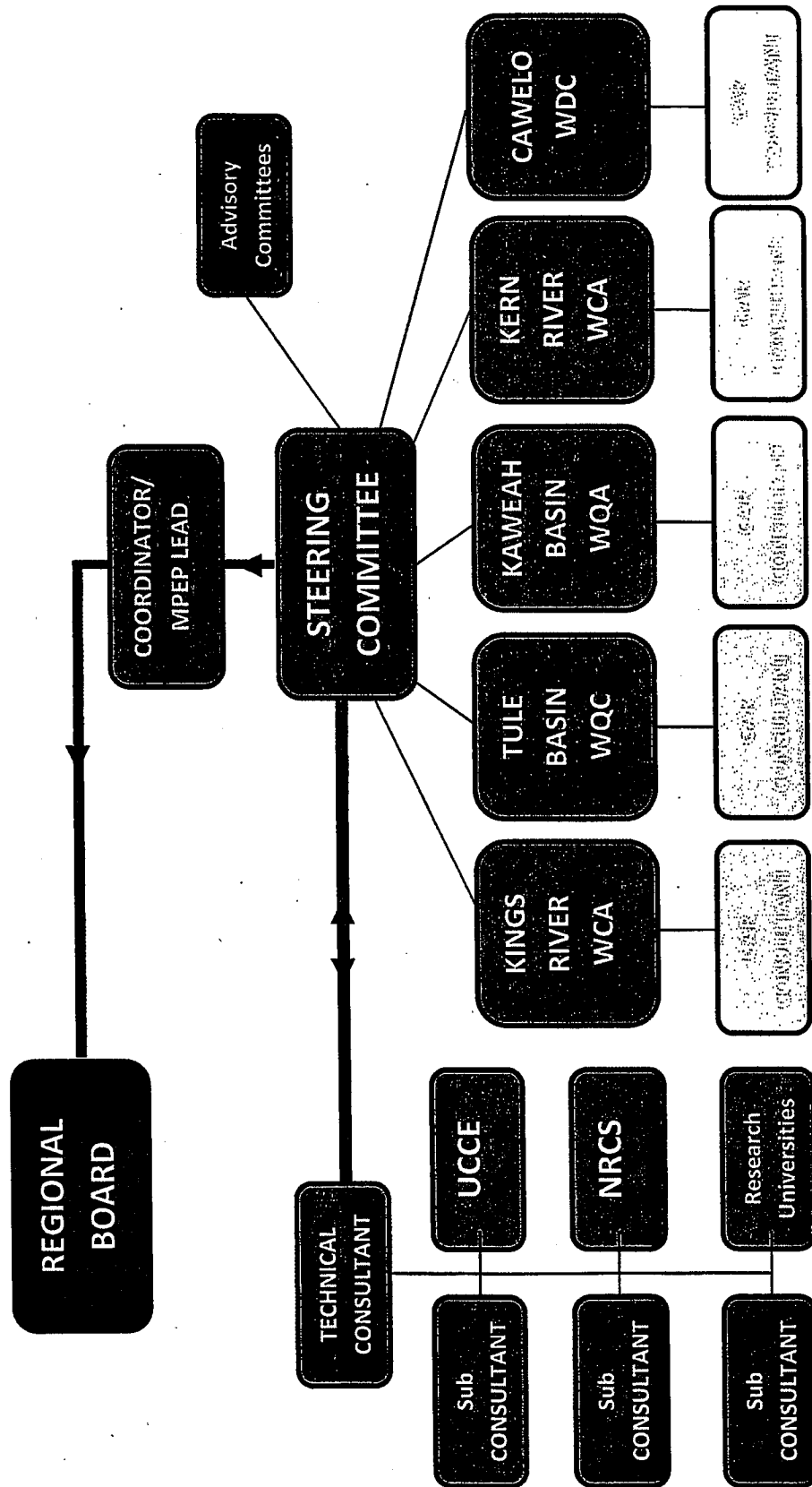
**CAWELO WATER DISTRICT COALITION**

By: 

Its: Dave Hampton  
Coordinator

Address: 17207 Industrial Farm Road  
Bakersfield, CA 93308

**EXHIBIT A: ORGANIZATIONAL CHART**



cc: **[via email only]**

Casey Creamer, Kings River Watershed Coalition Authority

David DeGroot, Tule Basin Water Quality Coalition

Sue McConnell, Central Valley Regional Water Quality Control Board