MEMORANDUM OF AGREEMENT
FOR A CENTRAL VALLEY GROUNDWATER
MONITORING COLLABORATIVE

This Memorandum of Agreement (MOA) is entered into effective October 31, 2017, by
and between the Buena Vista Coalition, Cawelo Water District Coalition, East San Joaquin
Water Quality Coalition, Grasslands Drainage Area Coalition, Kaweah Basin Water Quality
Association, Kern River Watershed Coalition Authority, Kings River Water Quality Coalition,
Tule Basin Water Quality Coalition, Westlands Water Quality Coalition, Westside San Joaquin
River Watershed Coalition, and Westside Water Quality Coalition, each of which may be
referred to herein individually as a “Party” or jointly as the “Parties.”

RECITALS

A. The California Regional Water Quality Control Board, Region 5, Central Valley
Region (CVRB) has heretofore adopted multiple General Orders under California Water Code
section 13260 that are applicable to the respective Parties and that require groundwater
monitoring programs under each order otherwise referred to as groundwater trend monitoring.

B. On or about May 5, 2017, the CVRB revised General Orders for the irrigated
lands regulatory program to allow for participation in a Groundwater Quality Regional Trend
Monitoring Program, which is hereby referred to as the Central Valley Groundwater Monitoring
Collaborative, or CVGMC.

C. It is anticipated that the CVGMC will initially apply to the irrigated lands
coalitions, but that it may be expanded in the future to apply to other dischargers subject to the
CVRB’s jurisdiction that have similar groundwater monitoring requirements in waste discharge
requirements and/or conditional waivers.

D. The individual parties have each independently prepared and submitted
Groundwater Assessment Reports and some have submitted Groundwater Trend Monitoring
Work Plans to the CVRB, and the CVRB has approved some or all of the Groundwater
Assessment Reports, and is in the process of reviewing submitted Groundwater Trend
Monitoring Work Plans.

E. In the interest of economy, and to avoid duplicative studies and efforts, the Parties
agree to coordinate efforts associated with implementation of individual Groundwater Trend
Monitoring Plans, as approved by the CVRB, to assist in satisfying requirements of the
applicable General Orders, and other similarly related requirements.

F. By this MOA, the Parties intend to set forth how they will coordinate their
activities, and further delineate their mutual understandings and commitments to form a
coordinated structure for purposes of implementing individual Groundwater Trend Monitoring
Plans, as approved by the CVRB workplans, and to potentially prepare a combined report for submittal on behalf of all participating Parties.

NOW, THEREFORE, the Parties, on the terms and conditions set forth herein, agree as follows:

Section 1. Purpose. The purpose of this MOA is to provide information regarding the principles and terms under which the Parties will coordinate for purposes of implementing individual Groundwater Trend Monitoring Plans, and compiling individually collected data and information to maintain a single, consolidated database and to and to potentially prepare a combined report for submittal on behalf of all participating Parties.

(a) Key Principles:

(1) This MOA is not intended to form a new legal entity.

(2) The Parties will collectively designate a Coordinating Committee that will meet regularly, at a time and place determined mutually by the Parties, and the Coordinating Committee shall include representatives from all Parties, and Party consultants as determined necessary and appropriate.

(3) All Parties remain individually responsible for sampling and monitoring groundwater wells that are part of an individual Groundwater Trend Monitoring Plan approved by the CVRB.

(4) All Parties agree to collect groundwater samples in accordance with an approved Quality Assurance/Quality Control Plan.

(5) All Parties agree to transmit, or have transmitted, groundwater monitoring sample results to the designated entity/consultant for common data management purposes, and potentially for preparation of a combined report.

(6) Should the Parties desire to submit a combined report through the CVGMC to meet individually approved Groundwater Trend Monitoring Plans, all Parties must approve the combined report prior to its submittal to the CVRB. However, no Party shall unreasonably withhold or delay their approval for submittal of the combined report. In the event a Party withholds approval in such a manner that would unreasonably delay submittal of the combined report for all other parties, that Party shall be deemed to have automatically withdrawn from participation in the MOA pursuant to Section 6, except that Section 6, paragraph (a) regarding 60 days’ notice shall not apply, and any portion of the combined report that addresses or relates to that terminating Party’s data shall be removed from the combined report.
(7) Except as set forth or determined in this MOA, no Party shall be bound through the terms of this MOA to incur costs for purposes of implementing any other Parties approved Groundwater Trend Monitoring Plan, except upon approval of each Party.

(8) Each Party agrees to cooperate and coordinate with all other Parties in order to share information and work in good faith in the implementation of individually approved Groundwater Trend Monitoring Plans, and in the development of a combined report, should the CVGMC determine it appropriate to prepare and submit a combined report.

(9) The contributions of each Party for development and services related to activities that are for the benefit of all Parties, and that assist in serving the primary purposes of this Agreement such as potential preparation of a combined report shall be proportional based on a variety of factors, including but not limited to, the size of the Party’s geographic area of coverage, the number of irrigated acres that are considered to be high vulnerability areas, the number of groundwater wells that each Party must monitor as part of its approved Groundwater Trend Monitoring Plan, and other factors as determined appropriate by the Parties.

(10) Such contributions shall be shared among the Parties as set forth in Attachment A to this MOA, which identifies the percentage of cost allocations for the Parties.

(b) Anticipated Activities: The activities authorized to carry out the purposes of this MOA specifically include, but are not be limited to, the activities described herein.

(1) Develop and share data, contribute in-kind services, and/or employ consultants as determined by the Coordination Committee pursuant to authorized Budgets for purposes of developing and implementing the CVGMC.

(2) Provide a forum and organization for such other and additional forms of cooperation, coordination, and funding as may be necessary or convenient to the Parties in addressing their obligations under the MOA.

(3) Determine the Party or Parties responsible to administer specific funds, contracts or grants on behalf of the Parties under this MOA.

Section 2. Organization.

(a) Coordination Committee. The Coordination Committee shall consist of representatives from each Party. Each Party is allocated one member and one alternate. Each Member is allocated one vote, except as otherwise provided for in this MOA.

(b) Officers. The Coordination Committee shall elect a Chair and a Vice-Chair to assist in administration of the MOA, and to assist in presiding over the meetings per the terms of this MOA.
(c) **Meetings.** The Coordination Committee shall meet regularly on a designated meeting date selected by the Committee from time to time. In addition, the Chair of the Coordination Committee, or a majority of a quorum of the Members of the Coordination Committee, are authorized to call special meetings of the Coordination Committee as necessary. All such special meetings shall be scheduled upon at least 72 hours’ written notice to all Coordination Committee Members, and Alternate Members. Attendance by a quorum of the Members of the Coordination Committee, counting any present Alternate Member representing a Member who is absent, is required for a meeting. Meetings may be conducted by telephone or teleconference, and Coordination Committee Members may participate by telephone at in-person meetings.

1. Informational sessions may be conducted by fewer than a quorum of the Coordination Committee Members.

2. The Coordination Committee Chair may appoint, with the concurrence of a quorum of the Coordination Committee, such ad hoc or technical committees as may be useful from time to time.

3. The Secretary of the Coordination Committee shall prepare meeting notes to generally document the matters addressed at each meeting and the outcome of any votes taken; no formal minutes will be prepared.

4. The Coordination Committee may allow Ex Officio and/or Advisory Members to participate in Coordination Committee meetings at the discretion of the Coordination Committee. Ex Officio and/or Advisory Members do not have a vote.

(d) **Quorum.** For conducting business, a quorum of the Coordination Committee shall exist if fifty (50) percent plus (1) members are present at the meeting. Participation by telephone shall constitute being present at the meeting.

(e) **Fiscal Year.** The Fiscal Year shall be determined by the Coordination Committee.

(f) **Powers and Limitations Thereon.** Subject to the authorization from their respective appointing powers, the Coordination Committee shall determine the actions necessary for carrying out the MOA, including but not limited to making budget recommendations in conjunction with designated staff or consultants; determining the basis for sharing in joint administrative expenses for each Fiscal Year, and the timing required for payments of obligations hereunder; employing consultants and otherwise authorizing expenditure of funds within the parameters of the budget approved for the MOA; developing and preparing Workplans and Reports required by the General Orders; developing recommended management practices, quality assurance and control parameters, guidelines, rules, or regulations for Parties and their respective participants; and such other actions as shall be reasonably necessary or convenient to carry out the purposes of the MOA.
(1) All financial and budgetary actions, including but not limited to any changes to the cost allocations in Attachment A to this MOA, shall be subject to approval by an affirmative vote of Members that collectively represent at least 67% of the identified cost allocations as set forth in Attachment A. Financial and budgetary actions shall include, but are not limited to, those actions related to adoption of a budget, financial commitments through contract or grant, and the expenditure of any un-budgeted funds that exceed $1,500.

(2) Expansion of the number of Parties to the MOA may occur upon approval by an affirmative vote of Members that represent at least 67% of the identified cost allocations as set forth in Attachment A.

(3) The selection of a Party to provide Administrative Services may occur upon approval of the Coordination Committee, and such actions are subject to the voting requirements specified in Section (2), subsection (f), paragraph (1).

(4) All other approvals, other than financial and budgetary matters as described in subparagraph (1) expansion of Parties to the MOA in paragraph (2), shall be subject to approval by 2/3 of Members present at a Coordination Committee meeting, after the meeting has been established with a quorum.

Section 3. Person(s) Responsible for Completion of the Required Workplans and Reports. Ultimately, each Party is responsible for completion of individual workplans and reports as required by the General Orders, and this MOA does not change or alter such responsibility. However, with respect to identifying the appropriate individuals that are responsible for day-to-day operations for each Party and each Party’s participation in this MOA and in the Coordination Committee covered in Section 2 of this MOA, that individual shall be the executive officer or watershed coordinator designated by such Party.

Section 4. Administrative Services. Services required for implementation of this MOA, including providing necessary staff and accounting services, may be provided by a Party or may be implemented by a consultant hired by the Coordination Committee. Any contracts necessary to implement this MOA shall be entered into by a Party to the MOA, and shall be subject to the contracting rules and requirements as applicable to the Party that is entering into a contract on behalf of the MOA.

Section 5. Term. This MOA shall take effect on the date executed by the Parties and shall remain in effect for 5 years, with the ability to extend the term of the agreement by mutual agreement of the Parties, or until terminated by agreement of the Parties.

Section 6. Withdrawal/Termination From Further Participation. A Party may withdraw from this MOA, subject to the following additional terms:

(a) A Party may withdraw from this MOA at any time upon 60 days’ notice to the other Parties. The withdrawal is effective upon expiration of such 60 days’ notice.
(b) A withdrawing Party shall be obligated to pay for such Party’s allocated share of any MOA budget obligations for the current Fiscal Year or cost incurred under any agreed MOA funding obligation through the withdrawal effective date.

(c) Upon withdrawal from the CVGMC and this MOA, the CVGMC shall notify the CVRB of the Parties’ withdrawal, and the effective date of such withdrawal.

Section 7. Amendments. This MOA may be amended in writing by the Parties hereto.

Section 8. Assignment; Binding on Successors. Except as otherwise provided in this MOA, the rights and duties of the Parties may not be assigned or delegated without the written consent of the remaining Parties. Any attempt to assign or delegate such rights or duties in contravention of this 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 Parties made through this MOA then in effect. This MOA shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

Section 9. Counterparts. This MOA may be executed in any number of 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.

Section 10. Reasonable Cooperation. The Parties agree that they will reasonably cooperate with each other to perform the obligations and to carry out the purpose and intent of this MOA.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated beneath each signature below.

Date: 10/31/2017

BUENA VISTA COALITION

Tim Ashlock

Date: 10/31/2017

CAWELO WATER DISTRICT COALITION

David Hampton
Date: 10/31/2017  EAST SAN JOAQUIN WATER QUALITY COALITION

Parry Klassen

Date: 10/31/2017  GRASSLANDS DRAINAGE AREA COALITION

Jason Peltier

Date: 10/31/2017  KAWEAH BASIN WATER QUALITY ASSOCIATION

Donald Ikemiya

Date: 10/31/2017  KERN RIVER WATERSHED COALITION AUTHORITY

Nicole Bell

Date: 10/31/2017  KINGS RIVER WATER QUALITY COALITION

Casey Creamer
Date: 10/31/2017  

TULE BASIN WATER QUALITY COALITION

David DeGroot


Date: 10/31/2017  

WESTLANDS WATER QUALITY COALITION

Dan Pope


Date: 10/31/2017  

WESTSIDE SAN JOAQUIN RIVER WATERSHED COALITION

Jason Peltier


Date: 10/31/2017  

WESTSIDE WATER QUALITY COALITION

Greg Hamnett
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<th>Contribution</th>
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Total Acreages are 2016 Enrolled Acres as reported to Regional Board.