MEMORANDUM OF UNDERSTANDING REGARDING TECHNICAL ADVISORY COMMITTEE WITH THE

STATE WATER RESOURCES CONTROL BOARD,

[REGION] REGIONAL WATER QUALITY CONTROL BOARD, AND [Grantee]

1. The purpose of this Memorandum of Understanding (MOU) between the [Grantee], State Water Resources Control Board (State Water Board), and the [Region/Location] Regional Water Quality Control Board (Regional Water Board) is to identify the forum and processes for discussion and resolution of issues related to monitoring, planning, modeling, remedial investigation, feasibility studies, design, construction, and operation of any [Grantee] projects that are currently funded or may in the future be funded by the State Water Board under Proposition 1 (Cal. Water Code §§79700 et seq.) for the prevention or cleanup of groundwater contamination in the [Location] Basin (Project or Projects), and to ensure those Projects support and do not negatively impact nearby third-party cleanup efforts.
2. The State Water Board and Regional Water Board enter into this MOU under the authorities of California Water Code section13225, subsections (a), (b), and (j). [Grantee] enters into this MOU under the authority of [XXX].
3. The Parties to this MOU recognize that the implementation of the Project(s) may involve complex technical issues regarding prevention and/or cleanup of contamination in groundwater. The implementation of this MOU will be primarily through a Technical Advisory Committee (TAC) that will provide a forum for discussion and resolution of technical issues associated with the implementation of the Project(s). The TAC will be made up of technical staff from the State Water Board’s Division of Financial Assistance (DFA), from the State Water Board’s Division of Drinking Water (DDW), and from the Regional Water Board, and representatives of [Grantee]. The TAC may also include representatives of other State or federal regulatory agencies that are not Parties to this MOU, such as the Department of Toxic Substances Control and the U.S. Environmental Protection Agency. Technical issues not resolved by the TAC will be forwarded to a Steering Committee consisting of executive level staff of the Parties for resolution. The Steering Committee will include [title of DFA person], [title of DDW person], [title of RB person], and [title of Grantee person] or their respective designees. The Steering Committee will also address non-technical issues as needed.
4. The Parties to this MOU share the same goal: prevention and/or cleanup of contamination in groundwater in the most timely and cost effective manner feasible, in compliance with applicable state, federal, and local laws.
5. The Parties recognize the need to proceed expeditiously with the Project(s) and without interruption or undue delay to Project schedules. TAC members commit to providing technical review comments to [Grantee] and the DFA grant manager within three weeks of receipt of the deliverable subject to TAC review, unless the funding agreement specifies otherwise or an alternative review period is mutually agreed upon by the Parties.
6. The State Water Board through DFA, as the funding authority, retains decision-making authority regarding whether [Grantee] has met the deliverables and other requirements of the Grant Agreement. The Parties recognize that the Project(s) must be consistent with and support the State Water Board’s and Regional Water Board’s regulatory programs and be consistent with applicable laws and regulations, including State Water Board Resolution 92-49, State Water Board Resolution 68-16, and applicable plans and policies of the State and Regional Water Boards.
7. [Grantee] recognizes that the State Water Board and Regional Water Board have an interest in receiving information from and communicating with [Grantee] regarding investigation, planning, design, construction, and operation of the Project(s), as applicable, to ensure that the Project(s) will be effective and will not adversely affect other nearby remediation projects.
8. For any implementation Project(s), [Grantee] will coordinate with the TAC to evaluate cleanup progress and demonstrate whether or not the Project(s) is successful in achieving prevention and/or cleanup of contamination in groundwater. Such evaluation and demonstration will include development of a monitoring plan with monitoring frequencies and locations aimed at evaluating changes to the extent of the plume and contaminant concentrations (Monitoring Plan). The State Water Board shall approve the Monitoring Plan.
   1. Where feasible and consistent with this purpose, the Monitoring Plan may incorporate existing monitoring locations and/or frequencies that are used to meet other regulatory or operational requirements, including but not limited to locations listed in the DDW 97- 005 or drinking water permit requirements.
   2. As part of the Monitoring Plan development, the TAC will consider and identify appropriate methods for the ongoing evaluation of groundwater quality data in comparison to assumptions used in Project design to proactively identify trends that would affect Project operations.
9. Proposition 1 grant agreements for implementation Projects may require [Grantee] to submit Operational Reports after commencement of operation. The State Water Board may provide [Grantee] Operational Reports to the TAC and the TAC may provide technical insight and comments in writing to the State Water Board and [Grantee] regarding the Operational Reports. [Grantee] agrees to communicate with the TAC regarding the technical insight and comments it may provide in response to [Grantee] Operational Reports during the 5 years, or longer, such reports are provided.
10. [Grantee] will be responsible for coordinating the logistics of TAC meetings as follows:
    1. Schedule and hold quarterly TAC meetings following submittal of quarterly progress reports. Meeting frequency may be modified as mutually agreed by [Grantee] and the State Water Board.
    2. Prepare agendas and action items and communicate them to TAC members.
    3. Arrange audio visual equipment, phone conference lines, web-based meetings, and other meeting logistics, as needed.
    4. Should additional meetings be deemed necessary by the State Water Board, meetings will be scheduled at the earliest mutually convenient time and place.
11. The State Water Board recognizes that [Grantee] may be entitled to cost recovery from various third parties. Nothing in this MOU is meant, in any way, to alter or change those rights that may exist. Any costs recovered must be used consistent with the requirements of Proposition 1.
12. Reservation of Rights: Each Party to this MOU shall be solely responsible and liable in connection with its actions associated with its responsibilities under this MOU. For purposes of this MOU, the relationship of the Parties is that of independent entities and not as agents of each other or as joint venturers or partners. The Parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations. Nothing in this MOU alters the statutory or regulatory authority of [Grantee], the State Water Board, or Regional Water Board, or any other provision of law, nor shall anything in this MOU limit [Grantee] or the State and Regional Water Boards’ legal authority or responsibilities.
13. Third Parties: Nothing in this MOU is intended to create duties or obligations to or rights in third parties to this MOU or affect the legal liability of the Parties to this MOU.
14. AMENDMENTS AND TERMINATION
15. In entering into this MOU, it is the intention of the Parties that this MOU shall not be construed to be an enforceable contract or agreement, but is, rather, a statement of principles.
16. This MOU shall remain in effect until all components have been fully implemented or until [DATE], whichever occurs sooner.
17. This MOU may be amended with the mutual written approval of all Parties or their successors.
18. Any Party to this MOU, or its successor agency, may withdraw from the MOU by giving 30-days advanced written notice to the other Parties, in which case, the MOU is no longer effective.
19. **Governing Law:** This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
20. **Authorized signatures:** The Parties hereby represent and warrant that their respective signatory to this MOU is duly authorized to execute and bind the agency for which he or she signs.
21. **Severability:** If any provision of this MOU shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this MOU shall not be affected and this MOU shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this MOU.
22. **Execution:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed Agreement by one party to the other may be made by facsimile or electronic PDF transmission.

IN WITNESS WHEREOF, the Parties to this MOU have caused this MOU to be executed on their behalf as of the date specified below, respectively, as follows:

**FOR THE STATE WATER RESOURCES CONTROL BOARD:**

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_, 2018 Name of ED

Executive Director

State Water Resources Control Board

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of ED

**FOR THE [Name of Region/Location] REGIONAL WATER QUALITY CONTROL BOARD:**

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_, 2018 [First Name] [Last Name]

Executive Officer  
[Name of Region/Location] Regional Water Quality Control Board

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[First Name] [Last Name]

FOR THE [GRANTEE]

Dated: \_\_\_\_\_\_\_\_\_\_, 2018 Name

Title

Agency

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name of person above]