

# Appendix E

WCVC Memorandum of Understanding

## **Memorandum of Understanding (MOU) between (Agency Name) and the County of Ventura to Participate in the Watersheds Coalition of Ventura County's Integrated Regional Water Management (IRWM) Planning Efforts**

This agreement is made effective XXX \_\_, 2008, by and between the County of Ventura (County) and (Agency Name) with respect to the following recitals:

**Whereas**, a *stakeholder group* known as the Watersheds Coalition of Ventura County (WCVC) comprised of representatives from a diverse group of interests throughout Ventura County was established to pursue integrated regional water management goals for the three main watersheds of Ventura County (Calleguas Creek, Santa Clara River and Ventura River); and

**Whereas**, the primary role of the WCVC is to develop a comprehensive Integrated Regional Water Management (IRWM) Plan, as defined in California Water Code Section 10530 et seq., and to prepare and submit grant applications on behalf of various stakeholders to fund projects identified by the IRWM Plan; and

**Whereas**, WCVC requested that the County of Ventura serve as the Coalition's lead agency for purposes of coordinating IRWM planning activities locally and executing agreements with the State; and

**Whereas**, the County and other WCVC member entities pursuant to statute, adopted the WCVC IRWM Plan; and

**Whereas**, in accordance with the State's IRWM program guidelines, the WCVC is required to facilitate IRWM planning with an open, public process and to produce and maintain various information resources including, but not limited to, a local database, website, and the IRWM Plan, itself, as outlined in a scope of work (Attachment A) adopted by the WCVC; and

**Whereas**, with the passage of Proposition 84 and future water and water-related bonds, there will be ongoing opportunities for funding IRWM Plan amendments and projects; and

**Whereas**, it has been determined that the WCVC's IRWM program and stakeholder process, initiated to draft an IRWM Plan should be continued into the future to provide an ongoing forum for regional collaboration on water-related planning and to fulfill

various obligations associated with the State's IRWM planning and implementation grant programs; and

**Whereas**, the purpose and intent of this agreement is to set forth mutual responsibilities involving the County and the *(Agency Name)* regarding: 1) ongoing IRWM program coordination, planning and implementation; 2) ongoing opportunities for funding future IRWM Plan amendments and projects; and, 3) reimbursement to the County for related staffing costs.

**In consideration** of the mutual duties set forth in this agreement, the parties agree as follows:

1. The County, as the lead agency for WCVV, is responsible for and will:
  - a. Coordinate activities of the WCVV based on the approved scope of work and at the WCVV's direction, including preparation of the updated IRWM Plan and Plan amendments consistent with future funding program guidelines.
  - b. Prepare WCVV and related committee meeting agendas and coordinate meeting preparation and meeting follow-up.
  - c. Consult with members of the WCVV on an as-needed basis.
  - d. Obtain water-related project input from the WCVV participating jurisdictions consistent with Paragraph 2 below.
  - e. Assist the WCVV with the ongoing efforts of the watershed committees.
  - f. Coordinate with other Ventura County agencies, jurisdictions and agencies in presenting the updated IRWM Plan and IRWM Plan amendments to policy boards, commissions and councils.
  
2. The County and *(Agency Name)* will work together so that the IRWM program, updated Plan, Plan amendments and projects comply with and incorporate relevant sections of Proposition 84 Chapter 2 of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act and future IRWM program principles and criteria, as determined by the State.
  
3. The annual cost of administering the WCVV shall be borne by the WCVV participating agencies based on an approved scope of work. A general consensus vote in support of the annually proposed scope of work by WCVV shall constitute approval. *(Agency Name)*'s participation in this MOU constitutes its consent to annually fund *(Agency Name)*'s fair share of the cost of administration as determined by WCVV. *(Agency Name)* shall each year pay its share of the annual administrative cost to County within 30 days of the approval of the annual scope of work by WCVV. The *(Agency Name)* obligation to pay its share of the annual cost is subject to the *(Agency Name)* appropriating sufficient funds for each funding year.
  
4. The County has and will continue to maintain a special account within the CEO's Trust Account for IRWM program activities in which the funds received from *(Agency Name)* under Paragraph 3 will be placed.

5. Costs for the County's staffing services will be reimbursed from the Trust Account. Costs will include staff planning, coordination and preparation services, and any materials provided by the County. The County has the right to contract for administrative services in support of WCVV for work designated in the approved scope of work.
6. The agreement shall become operational upon *(Agency Name)* providing its initial fair share contribution as determined by the WCVV and the County's acceptance of the contribution. County shall have the ability to terminate this Memorandum of Understanding in the event that sufficient funding to continue the IRWM program process is not contributed by WCVV members. This MOU supersedes the previous MOU regarding IRWM planning efforts and County costs.
7. The term of this agreement is from \_\_\_\_\_, 2008 to \_\_\_\_\_2013.

\_\_\_\_\_, Chair  
Ventura County Board of Supervisors

\_\_\_\_\_, Chair  
*(Agency Name)* governing body

Attest: \_\_\_\_\_  
Clerk of the \_\_\_\_\_ *(Agency Name)* governing body  
*(Agency Name)*, State of California

**Amendment to Memorandum of Understanding (MOU) to Participate in the Watersheds Coalition of Ventura County's Integrated Regional Water Management (IRWM) Planning Efforts (Non-County Agencies)**

**Between the County of Ventura and (*Agency Name*)**

This Amendment to MOU to Participate in the Watersheds Coalition of Ventura County's IRWM Planning Efforts ("Amendment") is made this \_\_ day of \_\_\_\_\_, 2013, between the County of Ventura and (*Agency Name*).

WHEREAS the parties entered into the MOU in furtherance of Ventura County's IRWM planning efforts; and

WHEREAS, the MOU has a five-year term and is set to expire on August 22, 2013; and

WHEREAS, the parties wish to continue their participation in IRWM planning beyond the current expiration date of the MOU.

For valuable consideration, the receipt of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE PARTIES THAT:

1. The term of the MOU is extended to August \_\_, 2018.
2. All terms of the MOU remain in full force and effect except as expressly modified by this Amendment.
3. Each of the parties represents and warrants that each person signing this Amendment on its behalf has legal authority to sign this Amendment, and bind that party.
4. This Amendment will be considered binding and effective when it has been

fully executed by the parties. This Amendment may be executed in counterpart originals, with all counterparts taken as a whole constituting the complete Amendment.

Wherefore, having read the foregoing and having understood and agreed to the terms of this Amendment, the parties voluntarily affix their signatures below.

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Michael Powers, County Executive Officer  
on behalf of the County of Ventura

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on behalf of \*\*\*\*\*

Executed on the day and year aforesaid.