



## ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

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**ORIGINATING SECTION: WATER QUALITY**  
**CONTACT: BRIAN KEIL/GURPAL DEOL**

**AGENDA DATE:** November 20, 2013

**ITEM NO. 7**

**SUBJECT:** Renewal of Municipal Water Quality Investigations Program Agreement

### **SUMMARY:**

- The Department of Water Resources (DWR) Municipal Water Quality Investigations (MWQI) Program and its predecessor, the Delta Heath Aspects Monitoring Program, have been funded by the State Water Project (SWP) Contractors since 1982.
- The MWQI program monitors the water quality of the delta and the water being delivered to the State Water Contractors.
- Zone 7 Water Agency benefits from this program due to its proximity to the source and the information provided by the program, and therefore has been an active participant in the program since it began.
- The MWQI program includes on-line water quality monitoring, routine sampling and analyses, and preparation of the SWP sanitary survey updates to meet regulatory requirements.
- The annual total costs of the MWQI program are not to exceed \$3.1 million for any program year. Zone 7's proportional share of funding under this agreement for the MWQI program costs in any program year is not to exceed \$88,187.
- The MWQI Specific Projects Committee (SPC) is funded with a portion of this \$3.1 million (up to \$400,000 a year). The SPC improves program efficiency and assists in the management of MWQI funds in the direction of special studies, hiring of consultants, and the purchase of goods and services necessary to carry out MWQI's mission.
- The attached Agreements give a detailed account of the proposed three-year (2014 through 2016) program. The agreements are an extension of the existing agreements between DWR, Zone 7, and other participating agencies.

### **FUNDING:**

This program is funded from Fund 100 – Water Enterprise

### **RECOMMENDED ACTION:**

Adopt attached resolution authorizing the General Manager to negotiate and execute MWQI Agreement with the Department of Water Resources and the Specific Project Agreement with State Water Project Contractors Authority to facilitate the implementation, repayment, and funding of the Municipal Water Quality Investigations Program for the calendar years 2014 through 2016 in an amount not-to-exceed \$88,187 per year.

### **ATTACHMENTS:**

- Memo Providing Additional Background and Discussion of Agenda Item
- Resolution
- MWQI Program Agreement and Draft Specific Project Agreement

## Interoffice Memo

**Date:** November 20, 2013  
**To:** Jill Duerig, General Manager  
**From:** Brian Keil, Junior Water Resources Planner  
**Subject:** Renewal of Municipal Water Quality Investigations Program Agreement

The following provides additional background and discussion on the above-referenced agenda item:

### **BACKGROUND:**

The Sacramento-San Joaquin Delta conveys drinking water to about two-thirds of the State's population. In 1981, a scientific advisory panel appointed by the Department of Water Resources (DWR) recommended that Delta water quality should be monitored and assessed to protect human health. DWR responded by forming the Interagency Delta Health Aspects Monitoring Program in 1982. This program was renamed the Municipal Water Quality Investigations (MWQI) Program in 1990. As the original name implies, the focus of the program has been on monitoring water quality parameters that may indirectly affect the ability of Municipal & Industrial (M&I) supplies to meet primary drinking water standards.

### **DISCUSSION:**

The MWQI Program provides valuable information required for the State Water Project (SWP) M&I Contractors and the CALFED Program to insure the best available source water is pumped from the Delta, to efficiently operate the water storage and treatment facilities, and to plan for and design cost-effective drinking water improvement alternatives to meet future drinking water quality standards using water supplies conveyed through the Delta.

Some of the recent projects performed or planned by the MWQI Program are: SWP sanitary survey update, real-time water quality monitoring, water quality forecasting, continued development and expansion of real-time monitoring and forecasting capabilities in the SWP, routine sampling and laboratory analysis for key water quality constituents throughout the Delta and the SWP, emergency response to water quality events, and support and interaction with other agencies like CALFED, California Urban Water Agencies (CUWA), and the Central Valley Regional Water Quality Control Board (CVRWQCB) through various studies and programs.

The MWQI Program has a total not to exceed budget of \$3.1 million per year. There are two components that make up this total annual budget:

#### MWQI Annual Statements of Charges

One component of the funding for the Program is derived from the participating municipal contractors of the SWP per the Municipal Water Quality Agreement that was executed in 1994 and 1997. DWR charges the participating contractors through its Annual Statements of Charges (SOC) under the Transportation Minimum Operation, Maintenance, Power and Replacement (OMPR) component. The SOC charges are based on \$2.7 million per year (a portion of the \$3.1 million).

## MWQI Specific Project Committee

The other component of the total annual budget is the supplemental services account administered separately by the State Water Contractors (SWC). This account was designed to increase flexibility for DWR to carry out the MWQI Program, allowing DWR to acquire staff resources and technical expertise to supplement DWR staff as necessary to enable all planned program activities to be successfully undertaken and completed. For 2014-2016, the total maximum amount in this supplemental services account is \$400,000 per year (a portion of the \$3.1 million budget). The 2014 fiscal year charge for this account will be \$200,000 as there is a sufficient carryover reserve in the current SPC account. The SPC will be subject to re-determination each successive year up to \$400,000 depending on the anticipated committee costs. As in previous years, the funds will only be released from the supplemental services account upon approval by the MWQI SPC, composed of program participants including Zone 7. Payment for this portion of the MWQI program will then be due by September 1<sup>st</sup> of each fiscal year.

The MWQI Agreement and Specific Project Agreement are attached. Under these Agreements, Zone 7's MWQI SOC will be included in the Annual Statement of Charges from DWR under the Transportation Minimum Operation, Maintenance, Power and Replacement (OMPR) component and SPC charges will be invoiced on a Program Year basis. Zone 7's total maximum commitment of approximately \$88,187 per year for this program is based on Zone 7's current "Table A" amount of 80,619 acre-feet. If participating contractors wish to renew this agreement for additional years following this three year agreement, the MWQI SPC will provide DWR with a letter of intent no later than April 1, 2015.

ZONE 7  
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BOARD OF DIRECTORS

RESOLUTION NO.

INTRODUCED BY  
SECONDED BY

**Renewal of Municipal Water Quality Investigations Program Agreement**

BE IT RESOLVED that the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District does hereby authorize the General Manager to negotiate and execute the Municipal Water Quality Investigations Agreement with the Department of Water Resources for the calendar years 2014 through 2016; and

BE IT FURTHER RESOLVED that the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District does hereby authorize the General Manager to negotiate and execute the Specific Project Agreement with State Water Project Contractors Authority for the calendar years 2014 through 2016 for a combined amount not-to-exceed \$88,187 per year.

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District on November 20, 2013.

By \_\_\_\_\_  
President, Board of Directors

**STATE OF CALIFORNIA  
NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES  
MUNICIPAL WATER QUALITY INVESTIGATIONS  
AGREEMENT**

**BETWEEN THE STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES,  
STATE WATER PROJECT CONTRACTORS AUTHORITY AND  
PARTICIPATING STATE WATER PROJECT CONTRACTORS  
SWPAO NO. 13300**

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2013, pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through the Department of Water Resources (DWR), the State Water Project Contractors Authority (Authority) and participating urban State Water Project (SWP) contractors located in the State of California (Urban SWP Contractors).

## **RECITALS**

**WHEREAS**, DWR and the Urban SWP Contractors have entered into and subsequently amended long-term water supply contracts, herein referred to as the Water Supply Contracts, providing that DWR will supply certain quantities of water to the Urban SWP Contractors and providing that the Urban SWP Contractors shall make certain payments to DWR, and setting forth the terms and conditions of such supply and such payment;

**WHEREAS**, DWR conducts various studies and activities to protect and improve the quality of SWP drinking water supplies;

**WHEREAS**, DWR's Municipal Water Quality Investigations (MWQI) Program endeavors to evaluate, report and forecast water quality conditions and identify and evaluate the sources of contaminants that affect the municipal drinking water supplies of the Urban SWP Contractors;

**WHEREAS**, DWR must have a source of funding to repay the costs of the MWQI Program;

**WHEREAS**, the Urban SWP Contractors believe the MWQI Program is necessary to provide this important water quality information in a timely way to insure the best available source water is conveyed by the SWP, to efficiently operate their drinking water treatment facilities and to plan for and design cost effective drinking water treatment facilities to meet future drinking water quality standards;

**WHEREAS**, the Urban SWP Contractors desire an expansion of water quality monitoring in and upstream of the SWP System in the interest of establishing a comprehensive drinking water quality monitoring and forecasting program;

**WHEREAS**, DWR and the Urban SWP Contractors are endeavoring to increase the value that DWR provides to the contractors;

**WHEREAS**, the Authority, a public entity, is a Joint Powers Authority created in 2003 to assist DWR with improving SWP efficiency and reliability and is a signatory to this Agreement;

**WHEREAS**, this Agreement will allow the Authority to provide supplemental water-quality related services to the MWQI Program;

**WHEREAS**, the Authority has formed an MWQI Specific Project Committee (SPC) made up of many Authority members that are Urban SWP Contractors and are participants in the MWQI Program;

**WHEREAS**, the MWQI SPC will perform supplemental water quality-related services to the MWQI Program with the intent to offer sufficient flexibility to complete required activities;

**WHEREAS**, Urban SWP Contractors are willing to enter into this Agreement to pay their share of the MWQI Program costs and accordingly the Urban SWP Contractors will be included in decisions related to the budget, scope, schedule, and activities of the MWQI Program;

## **AGREEMENT**

**NOW THEREFORE**, it is mutually agreed that the following terms, conditions, and procedures hereby apply to the implementation and funding of the MWQI Program:

1. **Definitions.** When used in this Agreement, the following definitions shall apply:
  - (a) **“Bond Act”** means the California Water Resources Development Bond Act, comprising Chapter 8, commencing at Section 12930, of Part 6 of Division 6 of the Water Code, as enacted in Chapter 1762 of the Statutes of 1959.
  - (b) **“Municipal Water Quality Investigations Program”** or **“MWQI Program”** means a program to determine and evaluate the sources of contaminants in the SWP system and evaluate their impacts on municipal drinking water supplies to Urban SWP Contractors. The Program will entail all work done by or under the direction of DWR and work done under the direction of the Authority’s MWQI SPC.
  - (c) **“MWQI SPC Charge”** means the charge to be collected by the Authority each fiscal year through invoices from the Authority to those Participating Contractors that have agreed in their MWQI Specific Project Agreement to pay a portion of the total MWQI Program costs into the MWQI Account for MWQI Program work that is performed by the MWQI SPC during the Program Year.
  - (d) **“MWQI Specific Project Agreement”** An agreement entered into by Urban SWP Contractors to permit the MWQI SPC to perform supplemental water quality related services as identified in Appendix 1 of the MWQI Work Plan in addition to the work performed by DWR.
  - (e) **“MWQI Specific Project Committee (SPC)”** consists of members of the Authority that have signed the MWQI Specific Project Agreement.
  - (f) **“MWQI Statements of Charges (SOC) Charge”** means the charge, based on projected costs, to be collected each calendar year by DWR through the Statements of Charges for MWQI Program work that is performed by DWR during the Program Year.
  - (g) **“MWQI Work Plan”** means a plan for work to be performed by DWR and the MWQI SPC during a given Program Year.

- (h) **“Participating Contractor”** means an Urban SWP Contractor that has executed this Agreement.
- (i) **“Program Year”** means the period July 1 through June 30 of the following year.
- (j) **“Project Management Plans”** means using the DWR accepted Project Management Body of Knowledge, or PMBOK standard for managing individual projects. This standard offers a general guide of using the basic processes of initiating, planning, executing, monitoring and controlling, and closing a project to better manage most special projects most of the time.
- (k) **“Statements of Charges (SOC)”** means the annual charges distributed to each Water Supply Contractor on July 1 of each year as defined in Article 29 of the Water Supply Contract.
- (l) **“SWP”** means the State Water Project.
- (m) **“SWP Project Interest Rate”** means the weighted average of the interest rates paid by the State on bonds issued under the Bond Act without regard to any premiums received on the sale thereof. Until bonds are issued and sold under the Bond Act, the project interest rate shall be four percent (4%) per annum, and after said bonds have been issued said rate shall be computed as a decimal fraction to five places.
- (n) **“Water Supply Contract”** means a long-term contract between the State of California and each Urban SWP Contractor for a water supply from the SWP of the type contained in DWR’s Bulletin 141 dated November 1965.
- (o) **“Water Supply Contractor”** means a public agency that has a current Water Supply Contract.

2. **MWQI Technical Advisory Committee (TAC).** The MWQI Technical Advisory Committee (TAC) shall be convened by DWR and shall consist of representatives from the Participating Contractors, DWR staff, and invited guests. The MWQI TAC will meet as needed to review, refine, and recommend changes to the Work Plan to DWR.

3. **Work Plan Development.**

- (a) DWR shall develop a proposed MWQI Work Plan and budget by March 30 of each year for the upcoming Program Year for presentation to, and to receive recommendations from, the MWQI TAC and for the concurrence of the MWQI SPC for work performed under the MWQI SPC Account.



DWR will hold monthly meetings/conference calls with the MWQI TAC and provide a report on the status and progress of the Work Plan with quarterly updates on expenditures. The final Work Plan shall be developed by June 15.

- (b) In developing the Work Plan each year, all comments and suggestions from the Participating Contractors will be processed through the MWQI SPC. The MWQI SPC will submit a unified set of comments to DWR.
- (c) The MWQI Work Plan shall, at a minimum, include:
  - (1) A description of the work to be accomplished, with projects broken down into individual program components as detailed in the project management plans;
  - (2) Descriptions of planned field and laboratory work;
  - (3) Specifications for deliverables related to individual program components; and
  - (4) Budget for each program component, along with a total budget.

#### **4. MWQI Work Plan Implementation.**

- (a) The Program shall be conducted in accordance with the Work Plan.
- (b) Adjustments to the MWQI Program may be made at any time in a Program Year through a decision of DWR with the concurrence of the MWQI TAC, and with the concurrence of the MWQI SPC for work performed under the MWQI SPC Account.
- (c) Reasonable program changes may be made as needed by DWR in response to conditions or opportunities that may arise. These changes will be submitted to the MWQI TAC and MWQI SPC at their next scheduled meeting.

#### **5. Program Deliverables.** At a minimum, DWR will provide the MWQI TAC the Program Deliverables listed below, subject to modification by decision of DWR, and with the concurrence of the MWQI TAC:

- (a) Monthly status reports the last week of the month or at the next scheduled MWQI TAC meeting. Quarterly, the status reports will include an assessment of recent MWQI Program expenditures in relation to the program budget.

- (b) All MWQI data collected will be made available through the Water Data Library or the California Data Exchange Center. All MWQI final reports will be posted on the MWQI website. DWR will analyze, or contract with a consultant to analyze, water quality data every five years as part of the submittal of the State Water Project Watershed Sanitary Survey.
- (c) Special study reports shall be completed in a timely manner given staffing and financial constraints.

**6. MWQI SOC Charge.**

- (a) DWR shall recover its costs for the MWQI Program through the MWQI SOC Charge. The MWQI SOC Charge shall recover costs incurred by DWR for the MWQI Program consistent with the annual MWQI Work Plan during the term of this Agreement. Each Participating Contractor's share of the annual MWQI SOC Charge for the term of the Agreement will be calculated each year based upon the annual MWQI SOC Charge multiplied by their proportionate share of the M&I Table A amount, except that of Kern County Water Agency. Kern County Water Agency shall be limited to 79,000 acre-feet and the remainder of the Participating Contractors' share shall increase proportionately, as shown in Table 1.
- (b) To facilitate billing on a calendar year basis, each Participating Contractor's share of the MWQI SOC Charge will be computed and included in the Participating Contractor's annual SOC under the Transportation Minimum OMP&R component, and, except as otherwise expressly provided in this Agreement, shall be collected under the same terms and conditions as charges are collected under that Water Supply Contract. The MWQI SOC Charge shall initially be based on projections of costs determined pursuant to development of the annual MWQI Work Plan. The MWQI SOC Charge shall then be subject to re-determination each year by DWR so that the charges may accurately reflect the increases or decreases in costs as compared to the projections of costs and all other factors that are determinative of such charges. Adjustments to the annual charges resulting from a re-determination shall be reflected in each Participating Contractor's share of the MWQI SOC Charge in the following calendar year with interest at the current SWP Project Interest Rate.
- (c) The MWQI SOC Charge plus the MWQI SPC Charge will not exceed \$3,100,000 for any Program Year.

**7. Performance.** Implementation of the MWQI Program will require staff involvement of various organizational units within DWR. DWR will take steps to ensure sufficient staffing and coordination occurs consistent with the adopted MWQI Work Plan. From time to time due to other assigned duties, individual

staff assigned to the MWQI Program may devote less than 100 percent of their effort to identified tasks in the MWQI Work Plan. DWR will not bill Participating Contractors for staff efforts not included in the MWQI Work Plan.

8. **MWQI SPC Account.** Work to be completed by the MWQI SPC is identified in Appendix 1 of the MWQI Work Plan. Appendix 1 is developed by DWR and the MWQI TAC and submitted to the MWQI SPC for approval prior to any work being performed. Appendix 1 shall, at a minimum, include: a description of all professional services to be rendered; all equipment, supplies or services to be purchased; a description of the work to be accomplished, broken down into individual Work Plan components; descriptions of planned field and laboratory work; specifications for deliverables related to individual work elements; and, budgets for each work element, along with a total budget. The MWQI SPC Account costs for supplemental water quality related services will be collected through the MWQI SPC Charge. Payments from Contra Costa Water District (CCWD) for its participation in the MWQI Program activities may be used to offset the MWQI SPC Charge as necessary. The MWQI SPC Charge shall not exceed \$400,000 annually. The MWQI SPC will obtain the necessary goods and services using funds from the MWQI SPC Account to accomplish its share of the MWQI Work Plan.
  
9. **MWQI SPC Charge.** Each year as necessary, the Authority shall invoice Participating Contractors to collect funds for the MWQI Account. Each Participating Contractor's share of the annual MWQI SPC Charge for the term of the Agreement will be calculated each year based on the annual MWQI SPC Charge multiplied by their proportionate share of the M&I Table A amount except that of Kern County Water Agency. Kern County Water Agency shall be limited to 79,000 acre-feet and the remainder of the Participating Contractors' share shall increase proportionately, as shown in Table 2. The MWQI Account shall be used to implement the MWQI SPC activities identified in the annual MWQI Work Plan. The MWQI SPC Charge shall initially be based on projections of costs determined pursuant to development of the MWQI Work Plan. The MWQI SPC Charge shall then be subject to re-determination each year by the MWQI SPC so that the charges may accurately reflect the increases or decreases in costs as compared to the projections of costs and all other factors that are determinative of such charges. Adjustments to the annual charges resulting from a re-determination shall be reflected in each Participating Contractor's share of the MWQI SPC Charge in the following calendar year with interest at the current SWP Project Interest Rate.

**Disposition of Property and Equipment.** Any property or equipment obtained by the Authority through the MWQI Account may, at the discretion of the MWQI SPC, be given to DWR "as is." DWR, at its sole discretion, may choose to accept such property or equipment. Upon acceptance, such property or equipment shall become the property of the State of California, and neither the Authority nor any Water Supply Contractor shall have any further responsibility or liability for such property or equipment. The Authority does not and shall not

provide any express or implied warranties for any property or equipment given to and accepted by DWR. However, to the extent permitted, the Authority will transfer to DWR any warranties provided by the manufacturer or other third parties for such property or equipment.

10. **Services Provided by the MWQI SPC on State Property.** With the approval of DWR for specific activities, the Authority on the recommendation or approval of the MWQI SPC may provide for services to be completed on State property as part of the Work Plan in Appendix 1. The Authority shall hold the State harmless for any litigation resulting from any claims that may arise from the participating vendor, contracted by the Authority, providing the services.
11. **Water Supply Contract.** Except as specified in this Agreement, the provisions of the Participating Contractor's Water Supply Contract shall be applicable to this Agreement.
12. **State Law.** This Agreement is made under and shall be construed in accordance with the laws of the State of California.
13. **MWQI Staff Out-of-State Travel.** If requested by the MWQI SPC, MWQI staff may be required to attend out of state scientific conferences to ensure that the MWQI Program provides the best available water quality information to the MWQI SPC and ensures that scientific studies are designed in the most innovative, cost-effective manner possible to meet future drinking water quality standards. Travel expenses will come out of DWR's MWQI Program Budget.
14. **Adjustment of Table 2 Proportionate Factors.** Table 2 Proportionate Use Factors are based upon the best information available of Participating Contractors that will be paying into the MWQI SPC Charge at the time this Agreement is executed. These Proportionate Use Factors may be adjusted if a Participating Contractor requests not to pay into the MWQI Account and the request is approved by the MWQI SPC. The total of the Participating Contractors Table A Amount in Table 2 shall not be less than 2,500,000 acre-feet. Any Participating Contractor not paying into the MWQI SPC Account through the MWQI SPC Charge will still be subject to Paragraph 16, the Final Program Accounting.
15. **Final Program Accounting.**
  - (a) At the end of the Agreement, DWR and the Authority will work together to summarize all Participating Contractor's MWQI SOC Charges, MWQI SPC Charges and those MWQI Account costs paid for by the payments from CCWD and all actual MWQI Program costs incurred during the term of this Agreement. This Final Program Accounting will determine if each Participating Contractor has paid its proportionate share of the total actual MWQI Program costs through its payments to both the MWQI SOC Charge and the MWQI SPC Charge during the term of the Agreement.

Each Participating Contractor's proportionate share of the total MWQI Program costs will be in the same proportion as its M&I Table A Amount shown in Table 1 bears to the total of all Participating Contractor's M&I Table A Amounts shown in Table 1.

- (b) If a new MWQI Agreement, similar to this MWQI Agreement, is implemented effective January 1, 2017, DWR will account for each Participating Contractor's Final Program Accounting over and under payment to the MWQI SOC Charge in the 2018 MWQI SOC Charge. If a new MWQI Agreement, similar to this MWQI Agreement is not implemented, DWR will invoice each Participating Contractor for its Final Program Accounting over or under payment in the 2018 SOC.
- (c) If a new MWQI Agreement, similar to this MWQI Agreement is implemented effective January 1, 2017, the Authority will provide for each Participating Contractor's Final Program Accounting over and under payment to the MWQI SPC Charges for the Program Year 2017 - 2018 MWQI SPC Charge. If a new MWQI Agreement, similar to this MWQI Agreement is not implemented, the Authority will issue either a check or invoice to each Participating Contractor for its Final Program Accounting over or under payment by July 1, 2017. Payments for the second half of Program Year 2016 - 2017 will also be refunded July 1, 2017.

**17. Term of Agreement.** This Agreement shall take effect on January 1, 2014, only if this MWQI Agreement is executed by the Participating Contractors that together have M&I Table A Amounts totaling at least 2,300,000 acre-feet. This Agreement shall terminate on December 31, 2016, except for payments or credits found through re-determination pursuant to Paragraph 16 of this Agreement. This Agreement may be terminated by any party with a twelve months written notice. Written notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender. If any party provides notice of termination, the Authority and DWR will renegotiate the budget for the time remaining in the twelve month period. DWR shall perform such work as is necessary for the orderly completion of work scheduled for the twelve month period. The cost of such work shall not exceed the budget for that twelve month period. If the Participating Contractors decide to continue to fund the MWQI Program starting January 1, 2017, the MWQI SPC will provide DWR with a Letter of Intent no later than April 1, 2015, of that intent. This will allow DWR time to prepare the preliminary estimates for the 2017 SOC.

**18. Agreement Execution.** This Agreement may be executed in counterpart, each will be deemed to be an original and all of which together will be deemed to be the same document. Each entity certifies that the person signing below on the respective entity's behalf has the authority to bind that entity to the covenants made in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first above written.

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

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Cathy Crothers  
Chief Counsel

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Dean F. Messer, Chief  
Division of Environmental Services

Date \_\_\_\_\_

Date \_\_\_\_\_

ALAMEDA COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT, ZONE 7

ALAMEDA COUNTY WATER DISTRICT

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G.F. Duerig  
General Manager

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Walt Wadlow  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

ANTELOPE VALLEY-EAST KERN  
WATER AGENCY

CASTAIC LAKE WATER AGENCY

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Dan Flory  
General Manager

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Dan Masnada  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

CENTRAL COAST WATER AUTHORITY

CRESTLINE-LAKE ARROWHEAD  
WATER AGENCY

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William Brennan  
Executive Director

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Roxanne Holmes  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

KERN COUNTY WATER AGENCY

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

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James Beck  
General Manager

---

Devendra Upadhyay, Group Manager  
Water Resource Management

Date \_\_\_\_\_

Date \_\_\_\_\_

MOJAVE WATER AGENCY

NAPA COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT

Kirby Brill  
General Manager

Phillip Miller  
~~Deputy~~ Director of Public Works

Date \_\_\_\_\_

Date \_\_\_\_\_

PALMDALE WATER DISTRICT

SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT

Dennis LaMoreaux  
General Manager

Douglas Headrick  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

SAN GORGONIO PASS WATER AGENCY

SAN LUIS OBISPO COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

Jeff Davis, P.E.  
General Manager and Chief Engineer

Paavo Ogren  
Public Works Director

Date \_\_\_\_\_

Date \_\_\_\_\_

SANTA CLARA VALLEY WATER DISTRICT

SOLANO COUNTY WATER AGENCY

Beau Goldie  
Chief Executive Officer

David Okita  
General Manager

Date \_\_\_\_\_

Date: \_\_\_\_\_

STATE WATER PROJECT  
CONTRACTORS AUTHORITY

Mary Lou Cotton  
General Manager  
Date  
\_\_\_\_\_

**STATEMENT OF CHARGES ALLOCATION FACTORS**  
**TABLE 1**

<b>Participating Contractors</b>	<b>M&amp;I Table A (acre-feet)</b>	<b>Proportionate Share</b>
ALAMEDA CO FC&WCD - ZONE 7	80,619	0.02841469
ALAMEDA COUNTY WD	42,000	0.01480317
ANTELOPE VALLEY-EAST KERN WA	144,844	0.05105120
CASTAIC LAKE WA	95,200	0.03355385
CENTRAL COAST WATER AUTH.	45,486	0.01603183
CRESTLINE-LAKE ARROWHEAD WA	5,800	0.00204425
KERN COUNTY WATER AGENCY	79,000 <sup>1</sup>	0.02784406
METROPOLITAN WD OF SC	1,911,500	0.67372050
MOJAVE WATER AGENCY	89,800	0.03165059
NAPA COUNTY FC&WCD	29,025	0.01023005
PALMDALE WD	21,300	0.00750732
SAN BERNARDINO VALLEY MWD	102,600	0.03616203
SAN GORGONIO PASS WA	17,300	0.00609750
SAN LUIS OBISPO CO. FC&WCD	25,000	0.00881141
SANTA CLARA VALLEY WD	100,000	0.03524564
SOLANO COUNTY WA	47,756	0.01683191
<b>TOTAL</b>	<b>2,837,230</b>	<b>1.00000000</b>

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<sup>1</sup> This value represents M&I amounts for Kern County Water Agency Improvement District No. 4 and Tejon-Castac Water District.



**MWQI SPECIFIC PROJECT COMMITTEE CHARGE FACTORS**  
**TABLE 2**

<b>Participating Contractors</b>	<b>M&amp;I Table A (acre-feet)</b>	<b>Proportionate Share</b>
ALAMEDA CO FC&WCD - ZONE 7	80,619	0.02866729
ALAMEDA COUNTY WD	42,000	0.01493477
ANTELOPE VALLEY-EAST KERN WA	144,844	0.05150503
CASTAIC LAKE WA	95,200	0.03385214
CENTRAL COAST WATER AUTH.	45,486	0.01617435
CRESTLINE-LAKE ARROWHEAD WA	5,800	0.00206242
KERN COUNTY WATER AGENCY	79,000 <sup>2</sup>	0.02809159
METROPOLITAN WD OF SC	1,911,500	0.67970970
MOJAVE WATER AGENCY	89,800	0.03193195
NAPA COUNTY FC&WCD	29,025	0.01032099
PALMDALE WD	21,300	0.00757406
SAN BERNARDINO VALLEY MWD	102,600	0.03648350
SAN GORGONIO PASS WA	17,300	0.00615170
SANTA CLARA VALLEY WD	100,000	0.03555897
SOLANO COUNTY WA	47,756	0.01698154
<b>TOTAL</b>	<b>2,837,230</b>	<b>1.00000000</b>

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<sup>2</sup> This value represents M&I amounts for Kern County Water Agency Improvement District No. 4 and Tejon-Castac Water District.

# ***STATE WATER PROJECT CONTRACTORS AUTHORITY***

## **MWQI PROGRAM**

### **SPECIFIC PROJECT AGREEMENT**

#### **Recitals**

WHEREAS, the parties to this Specific Project Agreement (“Specific Project Agreement”) are among the members of the State Water Project Contractors Authority (“Authority”) by virtue of their individual executions of the Joint Powers Agreement (“JPA Agreement”) for the State Water Project Contractors Authority;

WHEREAS, State Water Project water quality issues are of considerable importance to the parties;

WHEREAS, Section 4.3 (“Specific Projects”) of the JPA Agreement provides that specific project agreements may be entered into pursuant to which the Authority may undertake tasks as described in such specific project agreements;

WHEREAS, the parties to this Specific Project Agreement (“Specific Project Members”) will execute an agreement (“MWQI Agreement”) with the Department of Water Resources (DWR) providing for the parties’ participation in the Municipal Water Quality Investigations (MWQI) Program for the period January 1, 2014 through December 31, 2016;

WHEREAS, the MWQI Agreement established an MWQI Account, not to exceed \$400,000 annually whereby the MWQI Specific Project Committee can use these funds to perform supplemental water quality related services for the MWQI Program to ensure that work is completed in a timely and cost-effective manner and to provide additional value to the MWQI Program.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. This Specific Project Agreement, upon execution, hereby supersedes and replaces in total all previous MWQI Program Specific Project Agreements.
2. This Agreement shall become effective upon receipt of signatures of those Specific Project Members whose combined Maximum M&I Table A amounts, as identified in Table 1, total 2.3 million acre-feet. This Specific Project Agreement shall terminate on December 31, 2016, except for payments or credits found through re-determination pursuant to Paragraph 16 of the MWQI Agreement entered into between the Department of Water Resources, the State Water Project Contractors Authority, and the Specific Project Members for the period January 1, 2014 through December 31, 2016.
3. The Specific Project Members hereby form the MWQI Specific Project Committee (“Committee”). Each Specific Project Member shall appoint a representative to the Committee to exercise the Member’s voting rights, and may appoint an alternate, to the Committee. In the representative’s absence, the alternate shall function as the representative.

4. The Committee anticipates that DWR will request the Authority General Manager to perform certain water quality related services through the MWQI SPC Account.
5. On behalf of the Authority, the Committee shall each year review and approve the MWQI Work Plan Appendix 1 items and budget and authorize the Authority General Manager to perform supplemental water quality related services as specified in the MWQI Agreement.
6. In accordance with the JPA Agreement and on behalf of the Authority, the Committee shall (a) select, pursuant to a competitive process, direct and receive work performed by consultants; (b) direct the Authority General Manager's administration of consultant contracts; and (c) undertake any ancillary work related thereto.
7. Individual Specific Project Member voting rights as a percentage of all voting rights shall be allocated in the same percentages as costs are allocated in Table 1 – MWQI SPA. Committee actions shall only be effective if approved by a majority of the Specific Project Members and by a majority of the Members' voting rights.
8. If the Committee seeks approval of a special project outside of the annual MWQI SPC \$400,000 limit allowed under the MWQI Agreement, the Committee shall direct the Authority General Manager to carry out such work only after it establishes a scope of work, schedule, and budget and notifies each agency in writing of its cost sharing proportion of the proposed Special Project. Any agency may choose to "opt in" participation for this Special Project by providing written notice within ten working days of notification. Each participating agency's cost share of the proposed Special Project shall be allocated based upon its Table 1 value in proportion to all agencies' Table 1 values that "opt-in" to the proposed Special Project or as otherwise agreed to amongst the participating agencies. The General Manager shall, as soon as practicable, invoice only the participating Specific Project Members for the resulting costs incurred by the Authority.
9. The Committee recognizes that the Committee shall incur administrative costs resulting from, but not limited to, participation in meetings, negotiations, analysis and general operational overhead administrative costs not to exceed \$50,000 per year. Administrative charges shall be billed to the MWQI Work Plan Appendix 1 or assessed to the Specific Project Members as appropriate if work is done on Special Projects under Paragraph 8, depending upon the direct or indirect nature of the charges.
10. Specific Project Members may from time to time provide direct services to the Committee through use of their facilities and staff. Prior to carrying out such work, the Specific Project Member shall provide an estimate to the Committee for their review and approval. Such services shall be administered by the Authority in the same manner as other consultant services, following the same procedures and limitations. The Authority shall compensate Specific Project Members for such services and recover the costs in accordance with Paragraphs 4 or 8 of this Specific Project Agreement as appropriate.
11. The Committee shall elect a Chairperson, and Vice Chairperson, and such other officers, with titles and duties as determined by the Committee.

12. A Specific Project Member may terminate its participation in this Specific Project Agreement upon 30 days notice to the Authority General Manager. Any terminating Member shall only be responsible for its share of any and all costs incurred or committed by the Authority prior to the notice.
13. This Specific Project Agreement shall not be considered to be a precedent.
14. Notwithstanding the provisions of Section 15.8 (Limitations on Liability) of the Joint Powers Agreement, as between themselves, the Specific Project Members agree to severally assume any liability of the Authority resulting from this Specific Project Agreement in proportion to their respective shares of costs. Each Specific Project Member agrees that all members of the Authority that are not participating in this Specific Project Agreement shall incur no liability as a result of the Authority undertaking the work provided for by this Specific Project Agreement.
15. All provisions of the JPA Agreement are incorporated by reference and remain in full force and effect.
16. This Specific Project Agreement may be executed in counterparts.
17. The terms and conditions of the MWQI Agreement are incorporated by reference in this Specific Project Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Specific Project Agreement by authorized officials thereof on the dates indicated below.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Member and Authorized Representative

**Table 1 - MQWI SPA**

Participating SWP Contractor	Maximum Table A (acre-feet)*	Cost Allocation*
Alameda County Flood Control and Water Conservation District, Zone 7	80,619	0.02866729
Alameda County Water District	42,000	0.01493477
Antelope Valley-East Kern Water Agency	144,844	0.05150503
Castaic Lake Water Agency	95,200	0.03385214
Central Coast Water Authority	45,486	0.01617435
Crestline-Lake Arrowhead Water Agency	5,800	0.00206242
Kern County Water Agency	79,000	0.02809159
Metropolitan Water District of Southern California	1,911,500	0.67970970
Mojave Water Agency	89,800	0.03193195
Napa County Flood Control and Water Conservation District	29,025	0.01032099
Palmdale Water District	21,300	0.00757406
San Bernardino Valley Municipal Water District	102,600	0.03648350
San Geronio Pass Water Agency	17,300	0.00615170
Santa Clara Valley Water District	100,000	0.03555897
Solano County Water Agency	47,756	0.01698154
Total:	2,812,230	1.00000000

\* Cost allocation is based on SWP contract Maximum Table A amounts (KCWA amount is based on Municipal and Industrial use for two member units).