

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
FOR THE FORMATION OF THE SANTA MONICA BASIN
GROUNDWATER SUSTAINABILITY AGENCY**

This First Amendment to Memorandum of Understanding for the formation of the Santa Monica Basin Groundwater Sustainability Agency (First Amendment), dated _____, 2019 for reference, is made and entered by and among the City of Santa Monica (Santa Monica), a municipal corporation, the City of Los Angeles, by and through its Department of Water and Power (LADWP), the City of Beverly Hills (Beverly Hills), the City of Culver City (Culver City), and the County of Los Angeles (County), each a “Party” and, collectively, the “Parties.”

WHEREAS, the Sustainable Groundwater Management Act (SGMA), as enacted on September 16, 2014, and codified in California Water Code Section 10720 *et seq.*, is intended to enhance local and sustainable management of groundwater; and

WHEREAS, SGMA authorizes local public agencies that have water supply, water management, or land use responsibilities within a groundwater basin to form a Groundwater Sustainability Agency (GSA) to implement SGMA’s provisions within that basin; and

WHEREAS, each Party is a local public agency that has water supply, water management, or land use responsibilities within the Santa Monica Basin (Basin Number 4-11.01 DWR Bulletin 118) (Santa Monica Basin); and

WHEREAS, the Santa Monica Basin has been designated as a medium priority basin; and

WHEREAS, the Parties desire to collectively manage the Santa Monica Basin within their jurisdictional boundaries; and

WHEREAS, the Parties intend to work collaboratively with each other and other interested parties to develop and implement a single Groundwater Sustainability Plan (GSP) to manage groundwater sustainably and cost-effectively in the Santa Monica Basin pursuant to the requirements of SGMA; and

WHEREAS, the Parties have entered into that certain Memorandum of Understanding for the Formation of the Santa Monica Basin Groundwater Sustainability Agency (MOU) in accordance with California Water Code section 10723.6; and

WHEREAS, the Parties desire to authorize Santa Monica to develop the GSP in accordance with the terms and conditions of this First Amendment; and

NOW, THEREFORE, incorporating the above recitals herein and exhibit attached, it is mutually understood and agreed by the Parties as follows:

1. AUTHORIZATION TO DEVELOP THE GSP. In addition to any duties assigned to Santa Monica under the MOU, Santa Monica shall develop the GSP, including, more specifically, the following tasks:

- (i) The execution of a professional services agreement (PSA) with Dudek ("Consultant").
- (ii) Sole administration of the PSA, including payment to Consultant and exercise of all contract remedies set forth therein.
- (iii) Ensuring timely conformance of the GSP in accordance with SGMA.
- (iv) Prior to initiating the development of the GSP, providing required notice to the Department of Water Resources in accordance with California Water Code section 10727.8

2. COORDINATION. Each Party hereby agrees to coordinate with Santa Monica during the development of the GSP, including, more specifically, performing the following tasks:

- (i) Providing timely public notices within each Party's respective jurisdiction in accordance with California Water Code section 10727.8 and title 23, section 353.6 of the California Code of Regulations.
- (ii) Within thirty (30) days of a written request by Santa Monica, providing all unprivileged information, data, or documentation within the custody of each Party's respective jurisdiction to Santa Monica, to ensure that the contents of the GSP conforms with SGMA requirements for contents of the GSP.
- (iii) Assuming responsibility for obtaining required approvals for each Party's adoption of the GSP.

3. NO WAIVER OF RIGHTS TO ADOPT THE GSP. Nothing herein shall be construed to waive, modify, or void the requirement in the MOU for unanimous consent of the Parties to adopt the GSP.

4. PAYMENT OF COSTS FOR GSP. The costs of developing the GSP shall be allocated as follows:

- (i) Santa Monica and LADWP shall share equally (50:50) in the responsibility for payment to Consultant in accordance with the PSA. Culver City, Beverly Hills, and the County shall have no obligation to pay Consultant's costs. Santa Monica shall make all payments to Consultant in accordance with the PSA, and invoice LADWP on a semi-annual basis on or about February 1 and August 1 for payments made to Consultant during the periods (July 1 – December 31) and (January 1-June 30), respectively. LADWP shall reimburse Santa Monica for 50% of undisputed costs paid by Santa Monica to Consultant in accordance with the PSA, within sixty (60) days of receiving an invoice from Santa Monica. In the event that LADWP disputes any costs of services provided under the PSA, LADWP shall provide written notice to Santa Monica explaining the basis for the dispute, and LADWP and Santa Monica shall meet and confer in good faith to resolve such dispute within sixty (60) days of the notice issued by LADWP.
- (ii) Except as provided in subparagraph (i), above, each Party shall bear its own costs for development of the GSP.

5. DESIGNATION OF WATER ADVISORY COMMITTEE. In accordance with Water Code section 10727.8(a), the Parties hereby authorize Santa Monica to consult with the Santa Monica Water Advisory Committee for the purposes of developing the GSP.

6. TERM. This First Amendment shall become effective upon each Party's execution and shall terminate concurrently with the MOU.

7. MODIFICATION TO MOU. Except as expressly modified by this First Amendment, all other terms and conditions of the MOU shall be and remain in full force and effect.

[signature pages follow]

IN WITNESS WHEREOF, each Party hereby has caused this MOU to be executed as of the date and year written below:

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

By: _____
DAVID H. WRIGHT
General Manager

Date: _____

And: _____
BARBARA E. MOSCHOS
Secretary

IN WITNESS WHEREOF, each Party hereby has caused this MOU to be executed as of the date and year written below:

ATTEST:

CITY OF SANTA MONICA
a municipal corporation

DENISE ANDERSON-WARREN
City Clerk

By: _____
RICK COLE
City Manager

APPROVED AS TO FORM:

LANE DILG
City Attorney

IN WITNESS WHEREOF, each Party hereby has caused this MOU to be executed as of the date and year written below:

CITY OF BEVERLY HILLS

By: _____
SHANA EPSTEIN
Public Works Director

APPROVED AS TO FORM:

JIM MARKMAN
City Attorney

IN WITNESS WHEREOF, each Party hereby has caused this MOU to be executed as of the date and year written below:

CITY OF CULVER CITY

ATTEST:

JEREMY GREEN
City Clerk

By: _____
JOHN M. NACHBAR
City Manager

APPROVED AS TO FORM:

CAROL SCHWAB
City Attorney

IN WITNESS WHEREOF, each Party hereby has caused this MOU to be executed as of the date and year written below:

COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
AMY J. BODEK, AICP
Director of Regional Planning