



**SOMACH SIMMONS & DUNN**  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW

500 CAPITOL MALL, SUITE 1000, SACRAMENTO, CA 95814  
OFFICE: 916-446-7979 FAX: 916-446-8199  
SOMACHLAW.COM

May 8, 2014

*Via Electronic Mail Only*

Ms. Pamela C. Creedon  
Executive Officer  
Regional Water Quality Control Board,  
Central Valley Region  
11020 Sun Center Drive, Suite 1000  
Rancho Cordova, CA 95670  
[Pamela.creedon@waterboards.ca.gov](mailto:Pamela.creedon@waterboards.ca.gov)

**SUBJECT:** Additional Information for Agreement for Management Practices Evaluation Program (MPEP) Group: East San Joaquin Water Quality Coalition, San Joaquin County and Delta Water Quality Coalition, Westside San Joaquin River Watershed Coalition

Dear Ms. Creedon:

On March 18, 2014, you conditionally approved the use of the Group Option for the three coalitions identified above. The conditional approval required the submittal of additional information by 8 May 2014, or as otherwise indicated. The information requested by 8 May 2014 included identification of the person(s) responsible for completion of required workplans and reports, and an organizational chart showing the reporting relationships and responsibilities. With this letter, and on behalf of the East San Joaquin Water Quality Coalition, the San Joaquin County and Delta Water Quality Coalition, and the Westside San Joaquin River Watershed Coalition, the attached documents are submitted in response to the request for additional information.

Included in the attached is a draft Memorandum of Agreement for Implementing Management Practices Evaluation Program Group Option Under Central Valley Regional Water Quality Control Board General Orders (MOA). The MOA is draft only because the Boards of Directors for the three coalition entities have yet to approve execution of the MOA. All three coalitions are scheduled to consider the MOA during the week of May 12, 2014. After Board approval and execution by the three coalitions, a final executed MOA will be sent to you at the Central Valley Regional Water Quality Control Board (Regional Board) offices.

The MOA provides the requested information, as well as additional detail with respect to how the three coalitions intend to operate in coordination. Specifically, section 3 of the MOA identifies the person(s) responsible for completion of required workplans and reports.

Ms. Pamela C. Creedon  
RE: Additional Information for Agreement for MPEP  
May 8, 2014  
Page 2

The identified persons are the executive officer or watershed coordinator designated by each party. At this time, those individuals are as follows:

Parry Klassen, East San Joaquin Water Quality Coalition  
Mike Wakeman, San Joaquin County and Delta Water Quality Coalition  
Joe McGann, Westside San Joaquin River Watershed Coalition

The MOA also includes detailed provisions with respect to how the three entities will be organized and operate for this effort.

Also included with this correspondence are proposed amendments to the Coordination Agreement for Management Practices Evaluation Program Group Option (MPEP Group Agreement). In the course of preparing the MOA, it became evident that some amendments to the MPEP Group Agreement were necessary to ensure consistency between the documents. Like with the MOA, the Boards of Directors for the coalitions will consider the proposed amendments during the week of May 12, 2014. Once adopted, a revised and executed MPEP Group Agreement will be provided to the Regional Board.

Next, a draft organizational chart is included as requested. A final organizational chart will be provided to the Regional Board, following approval by the Boards of Directors for the three coalition entities.

Please let us know if you have any further questions or comments.

Sincerely,



Theresa A. Dunham

Encs.

cc (*electronically only*): Joe Karkoski ([joe.karkoski@waterboards.ca.gov](mailto:joe.karkoski@waterboards.ca.gov))  
Parry Klassen ([pklassen@unwiredbb.com](mailto:pklassen@unwiredbb.com))  
Mike Wackman ([michaelkw@msn.com](mailto:michaelkw@msn.com))  
Joe McGahan ([jmcgahan@summerseng.com](mailto:jmcgahan@summerseng.com))

TAD:cr

**MEMORANDUM OF AGREEMENT**  
**FOR IMPLEMENTING**  
**MANAGEMENT PRACTICES EVALUATION PROGRAM GROUP OPTION**  
**UNDER CENTRAL VALLEY REGIONAL WATER QUALITY**  
**CONTROL BOARD GENERAL ORDERS**

This Memorandum of Agreement (MOA) is entered into effective May 1, 2014, by and between the East San Joaquin Water Quality Coalition; the San Joaquin County Resource Conservation District, on behalf of the San Joaquin County and Delta Water Quality Coalition; and the San Joaquin Valley Drainage Authority, a California joint powers agency, on behalf of its members and participating parties in the Westside San Joaquin River Water Quality Coalition (WWC); 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 Order Nos. R5-2012-0116-R2, R5-2014-0029, and R5-2014-0002 (the General Orders) applicable to the respective Parties and authorizing development of a Group Option for development of the Management Practices Evaluation Program required under each of the General Orders (the MPEP Group Option and MPEP, respectively).

B. The Parties have executed and submitted, and the CVRB has conditionally approved, an “Agreement for Management Practices Evaluation Program (MPEP) Group: East San Joaquin Water Quality Coalition, San Joaquin County and Delta Water Quality Coalition, Westside San Joaquin River Watershed Coalition” (the MPEP Group Agreement).

C. By this MOA, the Parties intend to set forth supplemental information and further delineate their mutual understandings and commitments to form an organizational structure for purposes of directing the development, preparation and implementation of the workplans and reports required by the Orders for the MPEP Group Option and to supplement the approaches set forth in the MPEP Group Agreement.

**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 supplement the MPEP Group Agreement to provide in additional detail the principles and terms under which the Parties will organize themselves to form an organizational structure for purposes of directing development, preparation, and implementation of the workplans and reports required by the Orders for the MPEP Group Option and to supplement the approaches set forth in the MPEP Group Agreement. As supplemented hereby, the MPEP Group Agreement remains in full force and effect.

(a) Key Principles:

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

(2) The funding plan for the MPEP Group Option shall consist of any MOA budgets recommended by the Coordination Committee established by this MOA and approved by each Party or, as appropriate, the stakeholders participating through a Party. Each Party retains full responsibility for its own budgets and expenditures for purposes of the MPEP Group Option within such Party's own jurisdictional area. The Parties may also agree to jointly fund or to jointly obtain sources of funding, including by seeking grants or assistance agreements, for particular MPEP Group Option requirements, measures, or activities.

(3) Except as set forth in Section 9 of the MPEP Group Agreement on Expenditures regarding the commitment for initial expenditure, no Party shall be bound by the terms of this MOA to incur costs for purposes of the MPEP Group Option, except upon approval of each Party.

(4) Each Party agrees to cooperate and coordinate with all other Parties in order to share information and work in good faith on the development of plans, issuance of requests for proposals as appropriate, preparation of workplans, preparation of reports, and other activities as required for the MPEP Group Option.

(5) The contributions of each Party may be through in-kind services, funding within such Party's jurisdictional boundaries, financial contributions to support MPEP Group Option activities, or any other form of consideration.

(6) Such contributions shall be equally shared among the Parties as set forth in Section 3 of the MPEP Group Agreement, or may be made on any basis recommended by the Coordinating Committee established hereby and approved by the Parties, whether proportionate based on areas served; the need for development of data or other information from a specific geographic area; by taking into account such Party's respective organizational and funding constraints; available expertise; or any other equitable basis recommended by the Coordination Committee and approved by the Parties.

(7) As used in this MOA, "approved by the Parties" shall mean approved by the governing body of the respective Parties hereto.

(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 in this subsection (1)(b).

(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 MPEP Group Option.

(2) Identify the respective contributions each Party will make in furtherance of the purposes of this MOA.

(3) 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 MPEP Group Agreement.

(4) 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 business required to implement the MOA shall be conducted by a Coordination Committee consisting of two (2) Members appointed by each of the Parties. Provided, with the approval of the Parties, the Coordination Committee may be expanded upon by the addition of new Parties if required to achieve equitable representation, without formal amendment of this MOA being required, up to a maximum of ten (10) Coordination Committee Members. In the event the number of Parties increases so that having two (2) Members from each Party results in a Board of Directors larger than ten (10), the representation of each Party shall be reduced to one (1) Member, also without formal amendment of this MOA. Members of the Coordination Committee shall be appointed by action of the governing body or other appointing authority of the Party, and shall be effective upon the appointment date as communicated in writing to the other Parties. Each member shall serve on the Coordination Committee from the date of appointment at the pleasure of such governing body or other appointing authority of the Party. Each Party may also select one (1) Alternate Committee Member, who may act in the place of either of the Party's Appointed Coordination Committee Members, when a Member is absent. If both Committee Members appointed by a Party are absent, the Alternate Committee Member may represent either absent Committee Member but shall have only one (1) vote. Alternate Coordination Committee Members shall be appointed and remain in office in the same manner as the Coordination Committee Member.

(b) Meetings. The Coordination Committee shall meet regularly on a designated meeting date selected by the Committee from time to time. In addition, The Chairman 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 Chairman 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.

(c) Quorum and Voting. A majority of the then-appointed Coordination Committee Members, counting any present Alternate Member representing a Member who is absent constitutes a quorum of the Coordination Committee. Each Coordination Committee Member shall have one (1) vote. All actions of the Coordination Committee must be taken by majority vote of the Members present including the vote of any Alternate Member present in the absence of one of the Members appointed by the Party who has selected the Alternate Member.

(d) Officers. The Coordination Committee shall select from among its Members a Chairman, who shall act as presiding officer, and a Vice Chairman, to serve in the absence of the Chairman. There also shall be selected a Secretary, who may, but need not be, a member of the Coordination Committee. All elected officers shall remain in office at the pleasure of a majority vote of the Coordination Committee.

(e) 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 need for a budget for and 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.

Section 3. Person(s) Responsible for Completion of the Required Workplans and Reports. Ultimately, each Party is responsible for completion of 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.

Section 5. Term. This MOA shall take effect on the date executed by any two (2) Parties and shall remain in effect so long as the MPEP Group Agreement remains in effect or until terminated by agreement of the Parties.

Section 6. Admission of New Members. Additional parties subject to CVRB general orders entered into under the Irrigated Lands Regulatory Program may become Parties upon the terms set forth in Section 8 of the MPEP Group Agreement.

Section 7. Withdrawal/Termination From Further Participation. As contemplated in Section 8 of the MPEP Group Agreement, 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 each other Party. The withdrawal is effective upon expiration of such 60 days' notice. 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.

(b) The MOA participation of a Party that fails to actively participate in this MOA or that fails to implement actions necessary for the MPEP Group Option may be terminated by the unanimous vote of the remaining Parties communicated to the Coordination Committee. Such termination shall be effective on the date communicated by or on behalf of the MOA Coordination Committee to the terminated Party. A terminated Party shall be obligated to pay for such Party's allocated share of any current year budget obligations or cost incurred under any agreed MOA funding obligation through the termination effective date.

Section 8. Amendments. This MOA may be amended in writing by the Parties hereto. Any amendments to this MOA must be provided in writing to the Executive Officer of the Regional Water Board within 30 days of approval.

Section 9. 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 10. 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 11. 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.

**EAST SAN JOAQUIN WATER QUALITY COALITION**

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

**SAN JOAQUIN COUNTY RESOURCE CONSERVATION DISTRICT on behalf of  
San Joaquin County and Delta Water Quality Coalition**

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

**SAN JOAQUIN VALLEY DRAINAGE AUTHORITY on behalf of  
Westside San Joaquin River Watershed Coalition**

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

**PROPOSED AMENDMENTS TO  
COORDINATION AGREEMENT FOR MANAGEMENT PRACTICES  
EVALUATION PROGRAM GROUP OPTION**

A. Paragraphs 2.b and 2 c of the Agreement are rescinded in their entirety and replaced with the following:

“2. Roles and Responsibilities of the Parties:

b. Each Party agrees that it will designate two representatives and one alternate to participate in the Group Option’s coordination committee for development and implementation of a Management Practices Evaluation Program Workplan; provided, that in the event the number of Parties increases so that having 2 representatives from each Party results in a coordination committee larger than 10, the representation of each Party shall be reduced to 1 member, without formal amendment of this Agreement.

c. Each Party agrees that its representatives and alternate will be active participants, and will maintain open communication and coordination with the other signatory Parties to the Agreement.”

B. Paragraph 3 is rescinded in its entirety and replaced with the following

“3. Allocation of Costs: The Parties anticipate that it will be necessary to jointly hire technical consulting services to assist Parties with respect to development of a Management Practices Evaluation Program Workplan and to implement the Group Option. Unless the Parties agree to a different cost allocation with respect to all costs or a particular cost, the Parties agree that costs, including billings for services of technical consultants and coordination efforts authorized pursuant to this Agreement shall be divided among the Parties based upon equal percentages. For example, if there are three Parties that execute this Agreement, then costs shall be split into thirds. All expenditures require prior approval of all parties.”

C. Paragraphs 6 and 7 are rescinded in their entirety and replaced with the following:

“6. Designation of East San Joaquin Water Quality Coalition (ESJWQC) as Initial Lead: The parties designate ESJWQC to serve as the initial lead for purposes of the coordinated effort described in this Agreement. ESJWQC shall also be the lead for communicating with the Regional Board, as requested and directed by the Parties. The Parties agree that once they have formed a coordination committee, the committee shall take the lead in coordinating efforts amongst the Parties, determining the Party or Parties responsible for directing the work of one or all of the technical consultants as specifically authorized and agreed upon by the Parties, and determining the Party or

Parties responsible for providing administrative services, etc. The Parties recognize the importance of coordination among the Parties' respective representatives and commit to appropriate collaboration to ensure that the individual needs and concerns of each Party are addressed. Nothing in this paragraph changes the requirement that each Party must approve (1) hiring of consultants, (2) submittals to the Regional Board and (3) all expenditures.

7. Billing Procedures: ESJWQC agrees to initially collect billings for costs incurred pursuant to this Agreement and to issue invoices to the Parties for such costs, including services provided by ESJWQC. Once the Parties have formed a coordination committee, the committee shall determine whether all such billings and costs shall be collected and invoiced by ESJWQC, or whether another Party shall assume such role from time to time. Invoices shall be issued in accordance with the allocation described in paragraph 3 above. Parties agree to make payments on these invoices within 30 days of the date of the specific invoice."

DRAFT

# Organization Chart

## MPEP Group Option

