

**MEMORANDUM OF AGREEMENT
BETWEEN**

**THE ALAMEDA COUNTY WATER DISTRICT
THE ALAMEDA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT - ZONE 7
CITY & COUNTY OF SAN FRANCISCO PUBLIC UTILITIES COMMISSION
(With the BAY AREA WATER SUPPLY AND CONSERVATION AGENCY)
CONTRA COSTA WATER DISTRICT
EAST BAY MUNICIPAL UTILITY DISTRICT
MARIN MUNICIPAL WATER DISTRICT
AND
SANTA CLARA VALLEY WATER DISTRICT**

TO

PARTICIPATE IN THE BAY AREA REGIONAL RELIABILITY PLAN

THIS MEMORANDUM OF AGREEMENT ("Agreement"), made in the State of California on this 28 day of September, 2015, is by and between the Alameda County Water District ("ACWD"), the Alameda County Flood Control and Water Conservation District - Zone 7 ("Zone 7 Water Agency" or "Zone 7"), City & County of San Francisco acting by and through the Public Utilities Commission ("SFPUC"), the Bay Area Water Supply and Conservation Agency ("BAWSCA"), Contra Costa Water District ("CCWD"), East Bay Municipal Utility District ("EBMUD"), Marin Municipal Water District ("MMWD"), and Santa Clara Valley Water District ("SCVWD") referred collectively herein as the "Parties" and singularly as a "Party".

This AGREEMENT sets forth the respective roles and responsibilities of ACWD, Zone 7, SFPUC, BAWSCA, CCWD, EBMUD, MMWD, and SCVWD in regard to the Bay Area Regional Reliability Plan (hereinafter referred to as "BARR Plan").

RECITALS

1. WHEREAS, the Parties own and operate independent water systems that collectively serve the needs of over 6 million residents and businesses in the San Francisco Bay Region; and
2. WHEREAS, the Parties recognize that integrated utilization of capacity in existing infrastructure and new interconnections or facilities may provide water supply reliability and/or water quality benefits to multiple agencies or other regional partners and the public and businesses we all serve; and

3. WHEREAS, the Parties have approved a set of foundational principles related to Regional Reliability as provided in Attachment 1; and

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Parties herein expressed, the Parties agree as follows:

1. PREAMBLE

The Parties have agreed to work cooperatively to address water supply reliability concerns and drought preparedness on a mutually beneficial and regionally focused basis. Near- and long-term joint water supply reliability projects may be evaluated, including but not limited to, use of capacity of existing facilities, changes to infrastructure including new interconnections, recycled water, water conservation, expanded treatment, regional desalination, water transfers and exchanges, and other projects or institutional arrangements that encourage a regional approach to achieving water supply reliability in the Bay Area. The Parties have agreed to conduct Regional Partnership activities, including the preparation of a BARR Plan, in an inclusive manner that encourages voluntary participation by the Parties as well as other interested persons or organizations to improve water supply reliability in the Bay Area. The Parties also understand that some of the projects and concepts that could be evaluated as part of the BARR Plan may move forward in parallel with or completely outside of this effort, and that it is not the intention of this agreement to prohibit such projects from moving forward.

2. DEFINITIONS

- a) “BARR” - Bay Area Regional Reliability.
- b) “BARR Plan” – the Bay Area Regional Reliability Plan.
- c) “CEQA” - the California Environmental Quality Act
- d) “Consensus Agreement” - Agreements that require the approval of all Parties.
- e) “Consultant” - A consulting firm, engineering firm, construction contractor, public outreach firm or mediation firm retained to provide services for the BARR Plan.
- f) "Contract" - Contract between the Contracting Entity, as designated by the Parties, and a Consultant that will be utilized for preparing the BARR Plan.
- g) “Contracting Entity” - the specific Party who will serve as the entity that enters into a contract with a Consultant hired to prepare the BARR Plan.
- h) “ESA” - Endangered Species Act

- i) “NEPA” - National Environmental Policy Act
- j) “Project Implementation” – Future work, possibly including the implementation possible project elements of BARR, that may require environmental analysis, permitting, pre-design, design, and construction.
- k) “Project Staff Time” - Staff and management time from one or more Party that is necessary for conducting the general project management and other duties as assigned under this Agreement.
- l) “Regional Facility or System Interties” - One or more facilities or interties between two neighboring agencies used to meet the needs of one or more of the Parties for supplemental water during extended droughts, emergencies and/or periods when major facilities are taken out of service for maintenance or repairs, and contract delivery reductions.

3. TERM

- a) This Agreement shall become effective upon its execution by the Parties.
- b) This Agreement will terminate on December 31, 2018 or when all obligations under this Agreement have been performed, whichever occurs first, unless this Agreement is cancelled pursuant to Article 11, Cancellation.
 - i. Payment obligations under Article 8, Cost Sharing and Payment, and Article 11, Cancellation, shall survive discharge or termination of this Agreement until obligations are satisfied.

4. PURPOSE

The purpose of this Agreement is to:

- a) Define the roles and responsibilities of each Party for preparing the BARR Plan. All work associated with BARR Plan is to be conducted in accordance with the Agreement.
- b) Establish the guidelines and principles for cost sharing between the partners.
- c) Establish procedures for incurring costs such as contracting and payment of consultants.
- d) Establish procedure for seeking reimbursement from the other Parties of costs incurred by a Party for payment of consultants.

5. WORK TO BE PERFORMED

The BARR Plan will be developed with the cooperative input from the Parties and a hired consultant. The BARR Plan will be consistent with the BARR principles (Attachment 1) and with grant funding requirements as applicable. As provided in Section 7 of this Agreement, the Parties will designate a Party to be the Contracting Entity to enter into an agreement with a consultant for preparation of the BARR Plan. Work to be performed by Party staff is described in Section 7 and Attachment 2 of this Agreement. The Parties acknowledge that work performed on individual projects or concepts that could be evaluated as part of the BARR Plan but yet move forward in parallel with or completely outside of this effort are not subject to the terms of this Agreement,

6. REGULATORY APPROVALS, ENVIRONMENTAL APPROVALS, ENVIRONMENTAL COMPLIANCE AND ENVIRONMENTAL REVIEWS

The Parties agree that the work contemplated in this Agreement, as it involves the preparation of the BARR Plan, is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines and is similarly exempt from NEPA and ESA.

7. RESPONSIBILITIES OF THE PARTIES

The Parties shall have unique responsibilities identified in Attachment 2, and will provide a funding commitment that can be used for cost reimbursements in the amounts shown in Attachment 3.

General responsibilities of all Parties are as follows:

- a) Work cooperatively to develop the BARR Plan.
- b) Commit staff time to work with staff from other Parties and the selected consultant in conducting the BARR Plan.
- c) Share relevant engineering, permitting, regulatory and operational information regarding its own facilities and permits with other Parties for the benefit of the BARR Plan preparation.
- d) Provide access to facilities and operational data that may be needed for developing BARR Plan (such as intakes, aqueducts and pumping plants, treatment plants, interties, etc.). If needed, commit staff time to conduct necessary analysis of its own facilities, permits, operational data, procedures or requirements, or any other data needed for BARR Plan consideration and share the information with

other Parties. Access to facilities will be consistent with, and will follow, the facility owner's standard safety and notification requirements.

- e) Provide engineering oversight and review of BARR Plan work products.
- f) Conduct general work that is needed to advance the BARR Plan development. These efforts may include State and Federal grant application and grant administration support, website update, and outreach.
- g) Accept that, if one or more of the Parties choose to move forward individual projects and concepts also being evaluated as part of the BARR Plan, those individual projects and concepts are not subject to the terms of this Agreement.

The Parties hereby designate EBMUD as the Contracting Entity under this Agreement. The Contracting Entity shall be responsible for entering into a contract with a Consultant to prepare the BARR Plan. The Contracting Entity shall conduct a consultant procurement process that satisfies its own internal consultant procurement policies/criteria and includes all Parties in the selection of a Consultant. All Parties will have equal representation in the selection process. Once a Consultant is selected by the Parties, and only after the Parties have funded the BARR Plan preparation effort as provided in Section 8 of this Agreement, shall the Contracting Entity enter into a contract with the Consultant on behalf of the Parties.

The Contracting Entity shall conduct all consultant administrative and management duties including receiving and verifying Consultant invoices. Invoices received from the Consultant will be sent to the other Parties for approval. Consultants will be paid in accordance with the Contracting Entity's internal process after the invoices are approved by other Parties. Approval of the invoice will be assumed if no comments or disputes are received from any individual Party within five (5) working days of when said Party received a copy of the invoice. If there are disputes, the Contracting Entity will take necessary actions that are developed through Consensus Agreement to resolve them with the Consultant. If the disputes cannot be resolved within a reasonable time, and the Contracting Entity is obligated to pay the Consultant charges, the costs will be shared equally by the Parties.

- a) Each Party shall provide one staff member to serve on the Panel assembled to select a BARR Plan preparation Consultant. The Parties agree that the selected consultant will be determined by a vote of the Panel, and further that the selected consultant will be based on the one that receives the most votes.
- b) Each Party shall allow the Party assigned as the Contracting Entity to negotiate the selected Consultant's budget and hold all managerial and administrative responsibilities regarding the management of the selected Consultant.

- c) Consultants hired on behalf of the Parties shall be required to indemnify all Parties and name all Parties as insured in the contract with the Contracting Entity.
- d) The Contracting Entity shall invoice other Parties in a timely manner for their share of the consultant services as billed. Invoices will include details of hours worked and tasks completed. As detailed in Article 8 c), invoices shall be provided as informational documentation, although payment of Contractor invoices shall be made solely by the Contracting Entity.
- e) Parties shall promptly review invoices for approval upon receipt of information from other Parties. Report disputes to the responsible Party within five (5) working days of receipt of the invoices. Cooperate with other Parties in resolving disputes.
- f) All Parties will cooperate to resolve any payment/cost-sharing/accounting issues.

8. COST SHARING AND PAYMENT

The Parties agree that the total member agency financial contribution toward the preparation of the BARR Plan shall not exceed \$400,000. The Parties intend to apply for grant funding to assist with the cost of developing the BARR Plan. The balance of the monies remaining following the completion of the BARR Plan shall be returned to the Parties. Each Party shall pay the Contracting Entity an equal share of the \$400,000 financial commitment, or \$50,000 per Party, as specified in Attachment 3 of this Agreement. In the event that anticipated grant funding is not obtained or if the BARR Plan cannot be completed for a cost of the total funding compiled, the Parties shall meet to discuss, and develop agreement on an amendment including the scope of work, schedule and additional funding needed to complete the BARR Plan. Work will not proceed unless an amendment is completed. Cost reimbursement is based on the following principles:

- a) The Contracting Entity will collect the up-front financial contribution as noted herein. No Consultant contracting shall take place prior to collection of funds.
- b) Up-front shares are to be kept in a separate account by the Contracting Entity and are to be used to cover Consultant invoices.
- c) Agency staff time as incurred by one or more Party to this Agreement is not reimbursable.
- c) The Contracting Entity will provide each Consultant invoice received to each Party as a means to record work progress, share budgetary status, and identify any disputes as detailed in Article 7.d).
- d) If, as based on the proposed Consultant's budget as compared with the total funding collected, there are monies remaining, those monies shall be considered as

contingency funds. Parties must develop a Consensus Agreement before being able to access any contingency funds. Contingency funds may be used to pay for cost-overruns.

- f) If there is a cost overrun by the Consultant, the Parties will be contacted and a proposed response or remedy identified. The Consultant's contract will clearly state that budget overruns will not be reimbursed without the express agreement of the Parties.
- f) Within ninety days following the completion of all work described in this Agreement, a cost true-up will be completed by Contracting Entity to determine the actual costs for the BARR Plan. If the actual costs add up to less than that estimated in Attachment 3, the Contracting Entity will refund each Party its proportionate share of the unused funds or, if the Parties subsequently agree to proceed with follow-up BARR work or activities, the unused funds may be expended on such efforts.

No work on the BARR Plan shall commence until this Agreement has been executed by all Parties. If a single Party chooses to terminate their participation under the terms of this Agreement they will remain financially responsible for their contribution as detailed in Article 11, Cancellation.

9. HOLD HARMLESS, INDEMNIFICATION AND REMEDIES

To the extent permitted by State law, each Party will indemnify, defend and hold all other Parties and their directors, officers, agents, and employees safe and harmless from any and all claims, suits, judgments, damages, penalties, costs, expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, actual attorneys' fees, paralegal fees, consultant fees, engineering fees, expert fees and any other professional fees) that arise from or are related in any way to each Party's, its associates', employees', subconsultants', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance of this Agreement.

Notwithstanding the preceding paragraph, where more than one Party is named in a suit challenging the BARR Plan, or made subject to a claim or penalty regarding the same, the Parties shall coordinate and undertake a joint defense, utilizing a joint defense Agreement to the extent possible, subject to the approval of the Parties. Each Party to this Agreement agrees that, to the greatest extent practicable, it shall cooperate in such defense and execute any waivers and/or tolling Agreements that may be necessary in order to provide for a single joint defense of such a suit, claim, or imposition of penalty. Any communications between and/or among the Parties and any of their respective consultants and attorneys engaged in the joint defense shall be privileged as joint defense communications. Work performed during the joint defense by Consultants or attorneys, to the extent allowed by law, shall be considered attorney work product. Nothing in this paragraph is intended to require a joint defense under circumstances where it would be legally impermissible or under circumstances where it is wholly impractical.

10. DISPUTES

Any claim that a Party may have against another Party or Parties regarding the performance of this Agreement including, but not limited to, claims for compensation will be submitted to the other Party or Parties. Parties will attempt to negotiate a resolution of such claim and if necessary process an amendment to this Agreement or a settlement agreement to implement the terms of any such resolution.

11. CANCELLATION

If an individual Party elects to terminate its participation in this Agreement or in the BARR Plan, it may do so by delivering to each remaining Party a written notice of intention to terminate. Termination shall take effect five days following the receipt of notice by the other Parties. Termination of a Party from this Agreement shall not terminate this Agreement. No portion of the terminating Party's \$50,000 provided under this Agreement for use in preparing the BARR Plan shall be refunded to the terminating Party. If the staff of the terminating Party was providing a service to the Parties as detailed in Attachment 4, it shall be the responsibilities of the remaining Parties to assume that role or roles.

12. MAINTENANCE AND INSPECTION OF BOOKS, RECORDS, AND REPORTS

All Parties will, upon reasonable advance written notice, make available for inspection to the other Parties all records, books and other documents directly relating to the BARR Plan as well as any other work related to water supply institutional arrangements and Agreements that are required for conducting the BARR Plan. Prior to release of information other than in response to a Public Records Act request, a subpoena, or court order, all draft information has to be approved by all Parties for finalization and release.

13. AGREEMENT NOT A PRECEDENT

The Parties intend that the provisions of this Agreement will not bind the Parties as to the provisions of any future agreement between them. This Agreement was developed specifically for the specified Agreement term.

14. NOTICES

Any notice, demand, or request made in connection with this Agreement must be in writing and will be deemed properly served if delivered in person or sent by United States mail, postage prepaid, to the addresses specified in Attachment 4, Notices.

15. MODIFICATION

This Agreement may be modified only upon the mutual written consent of the Parties.

16. NO THIRD-PARTY BENEFICIARIES

No third-party beneficiaries are intended or created by this Agreement.

17. SEVERABILITY

If any term or provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other provision, which will remain in full force and effect.

18. COMPLETE AGREEMENT

Other than as specified herein, no document or communication passing between the Parties to this Agreement will be deemed to be part of this Agreement.

19. ASSIGNMENT

This Agreement is not assignable either in whole or in part, except upon mutual written consent of the Parties.

20. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by all Parties. Waiver by any Party of the default, breach or condition precedent, shall not be constructed as a waiver of any other default, breach or condition precedent, or any right hereunder.

21. SUCCESSORS

This Agreement shall bind the successors of the Parties in the same manner as if they were expressly named.

22. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by all Parties, and its individual provisions shall not be construed or interpreted more favorably for one Party on the basis that the other Parties prepared it.

23. INTEGRATION

This Agreement represents the entire understanding of the Parties as those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

24. TIME OF THE ESSENCE

Time is of the essence in this Agreement.

25. WAIVER

The waiver at any time by any Party of its right with respect to default or other matter arising in connection with this Agreement will not be deemed a waiver by that Party with respect to any subsequent default or matter.

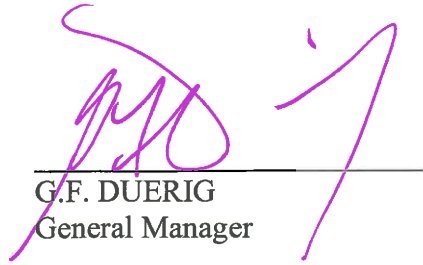
26. GOVERNING LAW

This Agreement is governed by and will be interpreted in accordance with the laws of the State of California.

27. COUNTERPART

This Agreement may be executed in counterpart. Facsimile and electronic signatures shall be binding.

**ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT - ZONE 7 (ZONE 7 WATER AGENCY)**



G.F. DUERIG
General Manager

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement to be effective on the date first above written.

ALAMEDA COUNTY WATER DISTRICT

APPROVED AS TO FORM:



PATRICK T. MIYAKI
District Counsel




ROBERT SHAVER
General Manager


IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding by their duly authorized representatives, in counterpart.

**CITY AND COUNTY OF SAN FRANCISCO,
PUBLIC UTILITIES COMMISSION**

APPROVED AS TO FORM

Dennis Herrera, City Attorney

By: 
Joshua Milstein
Deputy City Attorney

By: 
Harlan L. Kelly, Jr.
General Manager

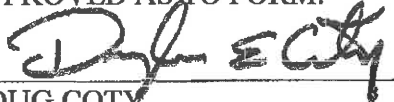
Dated: 9.28.2018

Authorized by San Francisco Public Utilities Commission,
Resolution No. 15-0147
Adopted June 23, 2015


IN WITNESS WHEREOF, the Parties hereto have executed the Agreement to be effective on the date first above written.

CONTRA COSTA WATER DISTRICT

APPROVED AS TO FORM:



DOUG COTY
District Legal Counsel



JERRY BROWN
General Manager

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement to be effective on the date first above written.

BAY AREA WATER SUPPLY AND CONSERVATION AGENCY




NICOLE SANDKULLA
General Manager


IN WITNESS WHEREOF, the Parties hereto have executed the Agreement to be effective on the date first above written.

EAST BAY MUNICIPAL UTILITY DISTRICT

APPROVED AS TO FORM:



CRAIG S. SPENCER
General Counsel



ALEXANDER R. COATE
General Manager

MARIN MUNICIPAL WATER DISTRICT

By: 

Krishna Kumar
General Manager

June 01, 2015

Date

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement to be effective on the date first above written.

SANTA CLARA VALLEY WATER DISTRICT

APPROVED AS TO FORM:



ANTHONY T. FULCHER
Assistant District Counsel



BEAU GOLDIE
Chief Executive Officer

ATTACHMENT 1

Guiding Principles for Bay Area Regional Reliability Partnership Development

**Alameda County Water District
Contra Costa Water District
East Bay Municipal Utility District
Marin Municipal Water District
San Francisco Public Utilities Commission
(with the Bay Area Water Supply and Conservation Agency)
Santa Clara Valley Water District
Zone 7 Water Agency**

The purpose of these principles is to memorialize the mutual willingness of the Bay Area's largest public water agencies to develop regional solutions to improve the water supply reliability for over 6 million area residents and the thousands of businesses and industries located in the area. The Bay Area Regional Water Supply Reliability Partnership ("Regional Partnership") would enable Bay Area agencies to work cooperatively to address water supply reliability concerns on a mutually beneficial and regionally focused basis.

Whereas, the Alameda County Water District, Contra Costa Water District, East Bay Municipal Utility District, Marin Municipal Water District, San Francisco Public Utilities Commission (with the Bay Area Water Supply and Conservation Agency), Santa Clara Valley Water District, and Zone 7 Water Agency (referred collectively herein as the "Parties") own and operate independent water systems that collectively serve the needs of over 6 million residents and businesses in the San Francisco Bay Region, and

Whereas, the Parties recognize that integrated utilization of capacity in existing infrastructure and new interconnections or facilities may provide water supply reliability and/or water quality benefits to multiple agencies or other regional partners and the public we all serve, and

Whereas, recognizing the potential for mutual and regional benefits, the Parties agree to these principles for cooperative pursuit of short and long-term projects for water supply and/or water quality benefits which look first to maximize the use of existing infrastructure of each agency and may eventually include additional joint facilities to assist in providing region-wide water supply reliability and/or water quality benefits.

Therefore, in consideration of the recitals and mutual obligations, the Parties wish to establish a set of foundational principles that will guide any future partnership development as follows:

- Parties will participate in the evaluation of near- and long-term joint water supply reliability projects including, but not limited to, use of capacity of existing facilities, changes to infrastructure including new interconnections, recycled water, water

conservation, expanded treatment, regional desalination, water transfers and exchanges, and other projects or institutional arrangements that encourage a regional approach to achieving water supply reliability in the Bay Area.

- Parties will conduct Regional Partnership activities in an inclusive manner that encourages voluntary participation by the Parties as well as other interested persons or organizations.
- A specific project or activity does not have to involve all signatories of this Regional Partnership document but it is expected that each Party would endeavor to communicate planning efforts initiated by two or more Parties to improve water supply reliability including water transfers, wheeling agreements, interties and additional water supply infrastructure improvements.
- Partnerships are expected to result in betterment for the public served by the agencies involved and be conducted in a manner that does not adversely affect any of the Parties. Parties will not undertake Bay Area regional projects or activities that may impact the conditions within the service area of another Party without first obtaining that Party's approval.
- Parties will strive to achieve equitable cost- and risk-sharing for future projects or concepts commensurate with the benefits to be received.
- Parties agree to transparency with regard to costs and the expectation is that actual costs will be used in determining reimbursements unless another acceptable arrangement is determined by the participants.
- To the extent a partnership relies on regional, state or federal grant money to evaluate regional reliability, the grant recipients will work with the Parties to determine how priorities for regional reliability are balanced against other individual agency priorities.
- Parties agree to coordinate prior to characterization and evaluation of facilities, water rights, or water contracts owned by another Party.
- Parties undertaking specific projects identified through the Regional Partnership will cooperate in and, to the extent applicable, facilitate efforts to obtain regulatory approvals necessary to conduct demonstration and full scale projects.

ATTACHMENT 2

WORK TO BE PERFORMED BY AGENCY STAFF

Work by agency staff is necessary to prepare the BARR Plan. The table below briefly details the task(s) assigned to specific Parties:

AGENCY	WORK ASSIGNMENT
Alameda County Water District	Adhere to the General Responsibilities as Defined in Article 7 of the Agreement
Alameda County Flood Control and Water Conservation District – Zone 7	Adhere to the General Responsibilities as Defined in Article 7 of the Agreement
Bay Area Water Supply and Conservation Agency	Adhere to the General Responsibilities as Defined in Article 7 of the Agreement
Contra Costa Water District	Adhere to the General Responsibilities as Defined in Article 7 of the Agreement Lead in Grant / Funding Application Efforts
East Bay Municipal Utility District	Adhere to the General Responsibilities as Defined in Article 7 of the Agreement Act as the Lead Agency of Behalf of the Parties for BARR DC Plan preparation, including serving as the administering agency on behalf of the Parties for grant / funding awards
Marin Municipal Water District	Adhere to the General Responsibilities as Defined in Article 7 of the Agreement
San Francisco Public Utilities Commission	Adhere to the General Responsibilities as Defined in Article 7 of the Agreement
Santa Clara Valley Water District	Adhere to the General Responsibilities as Defined in Article 7 of the Agreement

ATTACHMENT 3
FUNDING COMMITMENT

AGENCY TYPE	AGENCY	COMMITMENT (\$)
LOCAL BAY AREA WATER AGENCY	Alameda County Water District	\$50,000
	Alameda County Flood Control and Water Conservation District – Zone 7	\$50,000
	Bay Area Water Supply and Conservation Agency	\$50,000
	Contra Costa Water District	\$50,000
	East Bay Municipal Utility District	\$50,000
	Marin Municipal Water District	\$50,000
	San Francisco Public Utilities Commission	\$50,000
	Santa Clara Valley Water District	\$50,000
TOTAL	--	\$400,000

Note that additional funding for this effort is currently being sought. Any funds as may be secured shall be used in addition to, versus in substitution of, funding as provided by Partner Agencies.

ATTACHMENT 3-2

Fiscal Limitations Concerning Funding Contribution by San Francisco Public Utilities Commission: THIS SECTION SUPERSEDES ANY CONFLICTING PROVISION OF THIS MOU. This MOU is subject to the fiscal provisions of the San Francisco charter and the budget decisions of its Mayor and Board of Supervisors. No SFPUC funds will be available hereunder until prior written authorization certified by the City's Controller. The Controller cannot authorize payments unless funds have been certified as available in the budget or in a supplemental appropriation. This MOU shall automatically terminate, without liability to the City, if funds are not properly appropriated by the Mayor and Board of Supervisors or certified by the Controller. The SFPUC's obligations hereunder shall never exceed the amount certified by the Controller for the purpose and period stated in such certification. The SFPUC, its employees and officers are not authorized to request services, materials, equipment or supplies that are beyond the scope of those expressly described herein, unless this MOU is amended in writing and approved as required by law. Without such an amendment or approval, the SFPUC shall not be required to pay Daly City for any Project expenses authorized by Daly City. The SFPUC, its employees and officers are not authorized to offer or promise any additional funding that would exceed the maximum amount specified in Section 8. Such additional funding requires lawful approval and certification by the Controller. Without such lawful approval and certification, the SFPUC shall not be required to provide such additional funding.

ATTACHMENT 4

NOTICES

Any notice, demand, or request made in connection with this Agreement must be in writing and will be deemed properly served if delivered in person or sent by United States mail, postage prepaid, to the addresses specified below:

AGENCY	SIGNATORY AUTHORITY	DELEGATED PROJECT CONTACT	MAILING ADDRESS AND PHONE NUMBER OF DELEGATED CONTACT
Alameda County Water District	Robert Shaver	Thomas Niesar	Alameda County Water District 43885 S. Grimmer Blvd Fremont, CA 94538
Alameda County Flood Control and Water Conservation District – Zone 7	Jill Duerig	Amparo Flores	100 North Canyons Parkway Livermore, CA 94551
Bay Area Water Supply and Conservation Agency	Nicole Sandkulla	Michael Hurley	155 Bovet Road, Suite 650 San Mateo, California 94402
Contra Costa Water District	Jerry Brown	Maureen Martin	P.O. Box H ₂ O Concord, CA 94524
East Bay Municipal Utility District	Alexander R. Coate	Thomas Francis	East Bay Municipal Utility District P.O. Box 24055 Oakland, CA 94623-1055
Marin Municipal Water District	Krishna Kumar	Thomasin Grim	220 Nellen Ave Corte Madera, CA 94925
San Francisco Public Utilities Commission	Harlan Kelley or Steve Ritchie	Manisha Kothari	San Francisco Public Utilities Commission 525 Golden Gate Avenue San Francisco, CA 94102
Santa Clara Valley Water District	Beau Goldie	Tracy Hemmeter	Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118

