

CITY OF MERCED AND MERCED IRRIGATION DISTRICT JOINT FUNDING AGREEMENT FOR “MAGPI”

This JOINT FUNDING AGREEMENT is entered into and effective as of _____, 2017, by and between the City of Merced, a California charter municipal corporation (“Merced”), and Merced Irrigation District, an irrigation district organized and existing pursuant to Division 11 of the Water Code of the State of California (“MID”).

RECITALS

A. In 1992, AB 3030 was adopted by the California Legislature and signed into law as Water Code Section 10752 *et seq.* AB 3030 imposed certain requirements upon local groundwater agencies.

B. As a result of AB 3030, and prior groundwater investigations, the Merced Area Groundwater Pool Interests (“MAGPI”) was formed as the governing body for the management of the groundwater basin and for the adoption and implementation of a regional AB 3030 plan.

C. Merced and MID have contributed funds and work towards preparation of the Merced Water Supply Plan (MWSP). Each agency has previously budgeted funds for expenditure on behalf of MAGPI, including but not limited to an implementation scope of work, potential governance structures, hydrogeology, groundwater recharge pilot programs, and other investigations.

D. Merced and MID have been working toward development of an Integrated Water Resources Model (Merced IWRM), with partial funding by the California Department of Water Resources (DWR) and funding participation by Merced, MID, and anticipated funding from other MAGPI members. Merced and MID have previously budgeted and expended funds on behalf of MAGPI, including, but not limited to, the development of the IWRM model, and its application to various projects.

E. MAGI, with MID as its agent, previously applied for, received and utilized funds from a Proposition 50, the “Water Security, Clean Drinking Water,

Coastal and Beach Protection Act of 2002” grant (“Proposition 50 Grant”) of \$500,000 which required a local match of a similar amount. Both MID and Merced have previously supplied the local match, with each entity providing half of the local match, not to exceed \$250,000.00 each, pursuant to a prior Joint Funding Agreement entered into 2013.

F. The purpose of this Joint Funding Agreement is to provide for additional funding for further work to be performed by consultant, RMC Water and Environment as described in Attachment A, attached hereto.

NOW, THEREFORE, Merced and MID, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, do hereby agree as follows:

1. Merced agrees to provide to MID with up to the not-to-exceed sum of One-Hundred-Seventy-Three-Thousand, Seven Hundred, Seventy-Three Dollars and Fifty Cents (\$173,773.50) which is Merced’s one-half share of the estimated cost of the work to be provided by RMC Water and Environment that is further described in Attachment A. City shall disburse the funds to MID for this work as the work is performed and presented to the City of Merced on periodic invoices sent to Merced’s Director of Public Works. It is understood, acknowledged and agreed that Merced’s obligation to provide these funds is contingent on approval of this Joint Funding Agreement by the Merced City Council. If the Merced City Council does not approve this Joint Funding Agreement, Merced shall have no obligation to provide any funding under this, or any prior, Joint Funding Agreement.

2. MID agrees to provide an equivalent sum which shall be held in a special fund within MID’s accounting system to which all receipts and withdrawals shall be made so that an accurate accounting of the grant funds can be made.

3. The funding committed hereunder by both Merced and MID shall be proportionately reduced by any funding provided by any other MAGPI member once the project’s budget obligations have been met.

4. It is expressly understood and agreed that Merced and MID’s provision of this funding is subject to the Conditional Project Cost Reimbursement Agreement entered into between Merced, MID, and MAGPI.

5. To the extent it has not already done so, MID agrees to do all things necessary and required by the agreement with DWR to ensure the groundwater modeling project is completed and completed meeting all of the requirements of the Proposition 50 Grant and the agreement with DWR.

6. The term of this Joint Funding Agreement shall be from the date of execution through December 31, 2017, at which time this Joint Funding Agreement shall expire; unless it is renewed, extended or amended in a separate writing executed by both MID and Merced.

7. Notices. All notices required or provided for under this Joint Funding Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and presumed delivered upon actual receipt by personal delivery or within three (3) days following deposit thereof in United States Mail. Notice required to be given to City shall be addressed as follows:

To Merced: City of Merced
 678 West 18th Street
 Merced, California 95340
 Attn: Director of Public Works

Notices required to be given to MID shall be addressed as follows:

To MID: Merced Irrigation District
 P.O. Box 2288
 744 West 20th Street
 Merced, California 95344
 Attn.: Deputy General Manager – Water Resources

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

8. Counterparts. This Joint Funding Agreement may be executed in multiple counterparts, each of which shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Joint Funding Agreement is in the physical possession of the party seeking enforcement thereof.

9. Authority to Execute. Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Joint Funding Agreement

on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

By: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

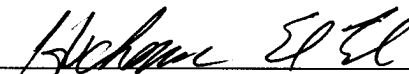
By: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

By:  _____ 1-11-2017
City Attorney Date

Signatures continued on next page

MERCED IRRIGATION DISTRICT,
An Irrigation District Organized and
Existing Pursuant to Division 11 of the
Water Code of the State of California

By: 
Deputy General Manager
Water Supply and Water Rights