

EXHIBIT 2-A

MEMORANDUM OF AGREEMENT BETWEEN THE MARINA COAST WATER DISTRICT AND THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

This Memorandum of Agreement is entered into between the Marina Coast Water District (MCWD) and the Monterey Peninsula Water Management District (MPWMD). Its date for reference purposes shall be May 1, 2009.

RECITALS

This Memorandum of Agreement (MOA) is entered into in light of the following facts:

A. MPWMD holds and exercises water management responsibilities for the six incorporated Cities and unincorporated areas of the Monterey Peninsula pursuant to a special act of the California Legislature.

B. MCWD is a County Water District organized and operating under sections 30000 and following of the California Water Code, providing water and wastewater services within a service area that includes territory within the jurisdiction of MPWMD.

C. MPWMD and MCWD both have overlapping jurisdiction with the Monterey County Water Resources Agency (MCWRA). MPWMD has an existing MOU with the MCWRA concerning the exercise of overlapping jurisdiction by MPWMD and MCWRA.

D. MPWMD and MCWD intend by this MOA to encourage and facilitate communication and cooperation with one another, and to encourage governmental effectiveness and efficiency.

AGREEMENT

1. Timely Information. MCWD and MPWMD will inform each other at the earliest practicable time of their respective proposed actions that will affect their respective operations or exercise of authority.

2. Agendas and Reports.

(a) MCWD and MPWMD shall provide to each other the agenda for each meeting of their respective boards of directors and committees. In each case, the agenda will be provided to the manager of the other agency as soon as it is available for public distribution, by e-mail or other means of prompt delivery.

(b) If the manager of either agency desires a copy of any report prepared by the other for any of its public meetings, he or she may request the same by phone, and a copy will be promptly delivered.

(c) The manager of each agency will provide to the other copies of final environmental documents and technical reports, whenever it appears that such documents will be of interest to such other agency.

3. Quarterly managers' meetings. The managers of the two agencies will meet on a quarterly basis, or more often as needed, to discuss matters of common interest to the agencies.

4. Joint meetings of governing bodies. The governing bodies of the two agencies may hold joint meetings as needed.

5. No affect on fiscal matters. This Memorandum of Agreement shall not impose any substantive or procedural requirement upon either agency with respect to revenue-raising or financing activities. This Memorandum of Agreement shall not affect the ability of either party to collect or share in the collection of property tax revenues in accord with formulas as are now in effect or as may be hereafter established by law.

6. Term and cancellation. This Memorandum of Agreement shall remain in effect until modified or canceled by the parties, provided however that unless it is extended by mutual written agreement, this document shall have no force or effect after December 31, 2013. This Memorandum of Agreement may be canceled by one party after giving at least thirty (30) day's written notice to the other party.

7. Dispute resolution. If any dispute arises between or among the parties concerning the interpretation or application of this Memorandum of Agreement, staff for the parties shall meet and confer regarding the dispute. If the matter is not resolved through meetings at the staff level, the governing bodies shall hold a joint meeting to resolve the matter. Thereafter, any remaining dispute shall be submitted to advisory mediation, to be conducted by a mediator from the State Mediation and Consultation Service, or such other person as may be mutually agreed by the parties.

8. No third party beneficiaries. This Memorandum of Agreement is made solely between and among the parties hereto. No person shall be deemed to be a third party beneficiary of the memorandum, and no person shall have a cause of action or standing to enforce this memorandum or to assert non-compliance with its terms, except a party hereto.

Signed by:



For the MARINA COAST WATER DISTRICT

Signed by:

For the MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

Approved as to form:

Signed by:


Counsel for the MARINA COAST WATER DISTRICT

Signed by:

Counsel for the MONTEREY PENINSULA WATER MANAGEMENT DISTRICT