

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

721



FROM: TLMA - Planning Department

SUBMITTAL DATE:
November 16, 2005

SUBJECT: Water and Sewer Will-Serve Letter Agreements with Eastern Municipal Water District

RECOMMENDED MOTION: That the Board of Supervisors renew the Annual Letter Agreement with the Eastern Municipal Water District to cover requests for Water and Sewer Will-Serve Letters through December 31, 2006.

BACKGROUND: On December 21, 2004, agenda item 3.21, the Riverside County Board of Supervisors approved the current annual letter agreement with Eastern Municipal Water District. This agreement will expire on December 31, 2005. The District is submitting new agreements to cover the time period January 1, 2006 through December 31, 2006.

Due to the tremendous growth within the Eastern Municipal Water District this renewal will insure that the requirement for individual Will-Serve letters to be submitted on a project by project basis not be required. This will save time and cost for both the District and the County. The agreement, which was originally approved in 2004, has been effectively implemented and there have been no problems or difficulties with this approach.

Robert C. Johnson

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	n/a
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	n/a
	Annual Net County Cost:	\$ 0	For Fiscal Year:	n/a

SOURCE OF FUNDS: n/a	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: **APPROVE**

County Executive Office Signature

- Dep't Recomm.: Policy
- Per Exec. Ofc.: Policy
- Consent
- Consent

Prev. Agn. Ref.: | **District:** County | **Agenda Number:**

**ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD**

3.26

cc: Charlie Bachmann, EMWD

Keith Gardner, County of Riverside
Ron Goldman, County of Riverside
Damian Meins, County of Riverside



November 30, 2005

SINCE 1950

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Mr. Robert C. Johnson
Planning Director
County of Riverside Planning Department
County Administrative Center
4080 Lemon Street, 9th Floor
P.O. Box 1409
Riverside, CA 92502-1409

REVISED

Subject: Annual Agreements to Cover Requests for Water Will-Serve Letters through December 31, 2006

ANNUAL AGREEMENT

When signed by both parties, this annual agreement replaces the individual will-serve letters that had been issued for water projects, on a project-specific basis, by Eastern Municipal Water District (EMWD) in response to requests made by the County of Riverside Planning Department (County), cities, developers, and individual homeowners.

In that regard, it is hereby understood and agreed as follows:

1. County and EMWD shall abide by this annual agreement between the 1st day of January 2006 and the 31st day of December 2006.
2. Future renewals of this annual agreement can be executed between the parties. EMWD shall be responsible for completing the execution of all annual agreements. To assure adequate advance notification to the County, EMWD will attempt to have its documentation in place no less than fifteen calendar days before the effective date.
3. Future renewals, if any, to this annual agreement shall have effective dates beginning January 1st of the subsequent calendar year
4. Both parties understand that this annual agreement attests only to the fact that a(II) project(s) is (are) within EMWD's water service area. It does not imply that a(II) project(s) covered within a certain timeframe met its (their) conditions of approval for the provision of domestic water. Furthermore it does not imply that all projects covered within a certain timeframe can meet Fire Department fire flow requirements.

5. Both parties agree to share equally in communicating the improvements an annual agreement will bring to the shared customer base, including cities, developers, and individual homeowners. Fire Flow letters will continue to be required to insure that available water service will meet Fire Department Flow requirements to protect public health, safety and welfare. Mutual development of a procedural flowchart for the annual agreement is expected to be part of the joint communication effort undertaken between EMWD and the County.

6. Both parties commit all reasonable efforts to achieving mutual success with the annual agreement for water projects. However, if mutual success does not materialize, either party reserves the right to not renew the annual agreement. In case discontinuation of the annual agreement is to be sought, the party initiating the action shall notify the other party in writing no less than 180 calendar days prior to the effective date of such discontinuation.

7. Both parties agree this annual agreement shall not supercede any requirements for Water Supply Assessment Reports, as stipulated in Senate Bill (SB) 221 (also known as the Kuehl Bill) and SB 610 (also known as the Costa Bill). SB 221 requires a Water Supply Assessment Report when a tentative map, parcel map, or development agreement for a project is submitted to a land use agency for approval. SB 610 focuses on the water supplier's Urban Water Management Plan and stipulates that, when an Environmental Impact Report is required in connection with a project, the appropriate water supplier must assess whether its total projected water supplies will meet projected water demand associated with the proposed project. For clarity, both Senate Bills currently define a "project" as one that has water demand equal to or greater than that associated with a subdivision of 500 dwelling units.

If the foregoing terms and conditions are satisfactory, please indicate so by signing both originals of this letter. Upon such execution, please return one original to EMWD and retain one original for your records.

EASTERN MUNICIPAL WATER DISTRICT

By: Victor J. Barreto
 Victor Barreto
 Interim Director of New Business Development

CERTIFICATE

The foregoing terms and conditions are hereby approved and agreed to.

By: Robert Johnson
 Robert Johnson
 Director of Planning

cc: Charlie Bachmann, EMWD

Keith Gardner, County of Riverside
Ron Goldman, County of Riverside
Damian Meins, County of Riverside



October 25, 2005

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Planning Director
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County Administrative Center
4080 Lemon Street, 9th Floor
P.O. Box 1409
Riverside, CA 92502-1409

Subject: Annual Agreements to Cover Requests for Sewer Will-Serve Letters through December 31, 2006

ANNUAL AGREEMENT

When signed by both parties, this annual agreement replaces the individual will-serve letters that had been issued for sewer projects, on a project-specific basis, by Eastern Municipal Water District (EMWD) in response to requests made by the County of Riverside Planning Department (County), cities, developers, and individual homeowners.

In that regard, it is hereby understood and agreed as follows:

1. County and EMWD shall abide by this annual agreement between the 1st day of January 2006 and the 31st day of December 2006.
2. Future renewals of this annual agreement can be executed between the parties. EMWD shall be responsible for completing the execution of all annual agreements. To assure adequate advance notification to the County, EMWD will attempt to have its documentation in place no less than fifteen calendar days before the effective date.
3. Future renewals, if any, to this annual agreement shall have effective dates beginning January 1st of the subsequent calendar year.
4. Both parties understand that this annual agreement attests only to the fact that a(II) project(s) is (are) within EMWD's water service area. It does not imply that a(II) project(s) covered within a certain timeframe met its (their) conditions of approval.
5. Both parties agree to share equally in communicating the improvements an annual agreement will bring to the shared customer base, including cities, developers, and individual homeowners. Mutual development of a procedural flowchart for the annual agreement is expected to be part of the joint communication effort undertaken between EMWD and the County.

6. Both parties commit all reasonable efforts to achieving mutual success with the annual agreement for sewer projects. However, if mutual success does not materialize, either party reserves the right to not renew the annual agreement. In case discontinuation of the annual agreement is to be sought, the party initiating the action shall notify the other party in writing no less than 180 calendar days prior to the effective date of such discontinuation.
7. Both parties agree this annual agreement shall not supercede any requirements for septic systems.

If the foregoing terms and conditions are satisfactory, please indicate so by signing both originals of this letter. Upon such execution, please return one original to EMWD and retain one original for your records.

EASTERN MUNICIPAL WATER DISTRICT

By: Victor Barreto
Victor Barreto
Interim Director of New Business Development

CERTIFICATE

The foregoing terms and conditions are hereby approved and agreed to.

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