

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

914



FROM: Executive Office

SUBMITTAL DATE:

August 23, 2010

SUBJECT: Renewal of Memorandum of Understanding (MOU) for the Upper Santa Margarita Watershed Integrated Regional Watershed Management Plan (IRWMP)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the MOU between the County of Riverside (County), Riverside County Flood Control and Water Conservation District (RCFC&WCD) and the Rancho California Water District (RCWD); and
2. Authorize the Chairman of the Board of Supervisors to execute the MOU on behalf of the County.

BACKGROUND: The renewal of the MOU sets forth the terms and conditions by which the County will participate in the ongoing joint effort with the RCFC&WCD and RCWD to update the IRWMP and submit grant proposal for projects within the Upper Santa Margarita Watershed.

(Continued on Page 2)

Michael R. Shetler
Michael R. Shetler, Senior Management Analyst

FINANCIAL
DATA

Current F.Y. Total Cost:	N/A	In Current Year Budget:	N/A
Current F.Y. Net County Cost:	N/A	Budget Adjustment:	N/A
Annual Net County Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS: No Net County Cost

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: *Dean Deines*
Dean Deines

County Executive Office Signature

ep't Recomm.:
er Exec. Ofc.:
☐ Consent
☒ Policy
☐ Consent
☒ Policy

FORM APPROVED COUNTY COUNSEL
BY: *DAVID H.K. HUFF*
DATE: *8/26/10*
Departmental Concurrence

Prev. Agn. Ref.: 3.11 of 6/26/2007 District: 1 & 3 Agenda Number:

ATTACHMENTS FILED

WITH THE CLERK OF THE BOARD

3.14

**SUBMITTAL TO THE BOARD OF SUPERVISORS
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Page 2

SUBJECT: Renewal of Memorandum of Understanding (MOU) for the Upper Santa Margarita Watershed Integrated Regional Watershed Management Plan (IRWMP)

Background Continued:

The IRWMP process is a stakeholder driven action oriented procedure for watershed management goals, and objectives. It allows for submission of projects that are prioritized that will have mutual benefit for the watershed. The MOU reauthorizes the Stakeholder Advisory Committee which provides advice on watershed management objectives, planning, coordination and implementation of projects within the region. Grant funds are provided by the California Department of Water Resources through bond proceeds from Proposition 84 and Proposition 1E. Based upon an agreed formula approximately \$9 million is available for the Upper Santa Margarita Waters for planning and implementation. The MOU authorizes the Executive Officer to develop and approve the plan and related documents on behalf of the Board. There is no general fund obligation required for the county under this MOU.

County Counsel has approved the MOU as to legal form.

**MEMORANDUM OF UNDERSTANDING
TO CONDUCT INTEGRATED REGIONAL WATER MANAGEMENT PLANNING
FOR THE UPPER SANTA MARGARITA WATERSHED**

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of _____ 2010 ("Effective Date") among the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the COUNTY OF RIVERSIDE, hereinafter called "COUNTY", and the RANCHO CALIFORNIA WATER DISTRICT, hereinafter called "RCWD".

RECITALS

A. WHEREAS, the Department of Water Resources is administering a grant program for Integrated Regional Water Management or "IRWM" Planning and;

B. WHEREAS, DISTRICT, COUNTY, and RCWD, each hereinafter individually called "AGENCY" and collectively "AGENCIES", are willing to cooperate and work collaboratively with the stakeholders of the Upper Santa Margarita Watershed in Riverside County to prepare the IRWM Plan for the geographic area described on Exhibit 'A' attached hereto ("Planning Region") as accepted by the Department of Water Resources in the Regional Acceptance Process; and

C. WHEREAS, the AGENCIES collectively cover the entire planning area to be covered by this IRWM plan that contains significant need for major public infrastructure and conservation projects; and

D. WHEREAS, the AGENCIES collectively have made significant investments in planning for flood control, management and water conservation, water supply and reliability, recycled water, habitat preservation and conservation and related water management strategies; and

E. WHEREAS, the AGENCIES collectively and with the Stakeholder Advisory Committee represent all entities significant to water management planning in the area; and

F. WHEREAS, the AGENCIES have the authority and willingness to act in the best interest of the Planning Region in planning and implementing IRWM efforts; and

G. WHEREAS, the AGENCIES are committed to conduct planning efforts in an open accessible process including the Stakeholder Advisory Committee and the public; and

H. WHEREAS, RCWD is willing to take the lead funding role in contracting for planning, making application for funding and implementing funded efforts on behalf of Eastern Municipal Water District and Western Municipal Water District and the planning area; and

I. WHEREAS, the AGENCIES have the institutional and fiscal capacity and systems to carry out planning and implementation efforts; and

J. WHEREAS, the AGENCIES are willing to provide funding or in-kind assistance as set forth herein and as mutually agreeable in separate board actions; and

K. WHEREAS, the AGENCIES previously executed a Memorandum of Understanding in 2007, which expired on December 31, 2010 and all AGENCIES wish to continue the efforts under this agreement which supersedes the 2007 agreement; and

L. WHEREAS, The AGENCIES will each benefit from their participation in this MOU.

NOW, THEREFORE, the AGENCIES hereby mutually agree as follows:

1. RCWD shall facilitate the completion of work required to collect and compile existing plans and current information into a IRWM plan and submit a grant application to the State for funding consideration.

2. Each AGENCY hereby designates its General Manager or Chief Executive to represent its board as the person charged with the authority to review and approve the IRWM Plan for the Planning Region or extending this agreement.

3. The MOU authorizes that applications be made to the California Department of Water Resources or other State or Federal Departments to obtain Integrated Regional Water Management Planning and Implementation Grants pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 et seq.), and the Disaster Preparedness and Flood Prevention Bond Act of 2006, (Public Resource Code Section 7096 et seq.), or future sources of funding and to enter into agreements to receive grant funds for the Upper Santa Margarita IRWM Watershed Planning area.

The General Manager of the Rancho California Water District is hereby authorized and directed to prepare the necessary data, conduct investigations, file such applications, and execute grant agreements with the California Department of Water Resources , contract to disburse funds to designated partners or sub-grantees, and to make changes as needed to contracts or other documents to implement the IRWM process to the benefit of the Planning Region.

4. This MOU authorizes the establishment of a Stakeholder Advisory Committee (hereinafter "Committee") subject to the terms of this MOU and any applicable rules that the AGENCIES may promulgate. The AGENCIES will review and select by consensus the members of the Committee from stakeholder organizations in the Planning Region. Stakeholders represent their agency or organization and serve at the pleasure of the AGENCIES and may not be required to contribute funds except in-kind services. No more than one representative of any organization shall be named to the Committee. The representative shall represent all interests of the organization and the region. The Committee

acts in an advisory role to the AGENCIES for plan goals and priorities outreach and project integration. Stakeholders need not be a member of the Committee to participate in the planning process. The Committee may become dormant or be disbanded if no planning efforts are ongoing or it is no longer needed.

5. The plan, application and related efforts provided for in this MOU aggregate, compile and integrate existing plans and documents as well as solicit new projects and programs. Nothing in these plans, documents or actions limits the authority of the AGENCIES or their powers or modifies any of the referenced plans, ordinances or actions of the AGENCIES, committee members, or stakeholders.

6. Nothing contained within this MOU binds the parties beyond the scope or term of this MOU unless specifically documented in subsequent MOU amendments or contracts. Moreover, this MOU does not require any commitment of funding beyond those voluntarily committed by separate board actions but recognizes in-kind contributions of AGENCIES and stakeholders.

7. The AGENCIES cannot be assured of the results or success of the IRWM plan and application for funding. Nothing within this MOU should be construed as creating a promise or guarantee of future funding nor shall any liability accrue to the AGENCIES from any third party or one of the AGENCIES should funding not be forthcoming. Nor shall any additional liability accrue to RCWD by its willingness to act as lead for contracting and application on behalf of the AGENCIES.

8. This MOU may be terminated by any of the AGENCIES with 120 days notice to all AGENCIES and stakeholders. The term of this MOU is from its effective date shown above to December 31, 2015 unless extended or replaced by other agreements.

9. Withdrawal of AGENCIES or addition of other agencies not included will be allowed with the concurrence of the parties and upon execution of this agreement's terms by their governing board.

10. Any notices sent or required to be sent to any party shall be mailed to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501

COUNTY OF RIVERSIDE
4080 Lemon Street, 4th Floor
Riverside, CA 92501-3656

RANCHO CALIFORNIA WATER DISTRICT
42135 Winchester Road
Temecula, CA 92590

11. Each AGENCY, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the other AGENCIES, their consultants, and each of their directors, officers, agents, and employees from and against all liability, claims, damages, losses, expenses and other costs including costs of defense and attorneys' fees, arising out of or resulting from or in connection with the performance of the work performed pursuant to this MOU; such obligation shall not apply to any loss, damage or injury, as may be caused solely and exclusively by the fault or negligence of an AGENCY.

12. This MOU is to be construed in accordance with the laws of the State of California.

13. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.

14. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto

waive all provisions of law providing for change of venue in such proceedings to any other county.

15. This MOU is the result of negotiations between the parties hereto and with the advice and assistance of their respective counsel. No provision contained herein shall be construed against DISTRICT solely because, as a matter of convenience, it prepared this MOU in final form.

16. Any waiver by AGENCIES of any breach by the other of any one or more of the terms of this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any of the respective AGENCIES to require from the others exact, full and complete compliance with any terms of the MOU shall not be construed as in any manner changing the terms hereof, or stopping the respective AGENCIES from enforcement hereof.

17. This MOU may be executed and delivered in any number of counterparts or copies, hereinafter called "COUNTERPART", by the parties hereto. When each party has signed and delivered at least one COUNTERPART to the other parties hereto, each COUNTERPART shall be deemed an original and, taken together, shall constitute one and the same MOU, which shall be binding and effective as to the parties hereto.

18. This MOU is intended by the parties hereto as their final expression with respect to the matters herein, and is a complete and exclusive statement of the terms and conditions thereof. This MOU shall not be changed or modified except by the written consent of all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

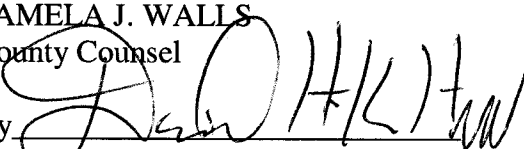
By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER_IHEM
Clerk of the Board

By _____
DAVID HUFF
Deputy County Counsel

By _____
Deputy

Dated August 6, 2010

(SEAL)

RECOMMENDED FOR APPROVAL:

RANCHO CALIFORNIA WATER DISTRICT

By _____
MATT STONE, General Manager

By _____
LISA HERMAN, Board President

APPROVED AS TO FORM:

ATTEST:

C. MICHAEL COWETT
Legal Counsel

KELLI E. GARCIA
Secretary of the Board of Directors

By _____

By _____

Memorandum of Understanding
NPDES – Santa Margarita IRWM

ATTACHMENT A

GEOGRAPHIC DESCRIPTION OF THE PLANNING REGION

This graphic will be replaced with the area shown in the Regional Acceptance Process document in the final form agreement.

