

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

216B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
March 10, 2015

SUBJECT: Approval of the Funding Agreement for Support for the Implementation and Administration of the Watershed Programs for Lake Elsinore, Canyon Lake and San Jacinto River; 3 years; 1st/3rd/5th Districts; [\$60,000 total]; District funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Funding Agreement between the District and the Lake Elsinore and San Jacinto Watershed Authority ("LESJWA"); and
2. Authorize the Chairman to execute the Agreement on behalf of the District.

BACKGROUND:

Summary

Continued on page 2

[Signature]
WARREN D. WILLIAMS
General Manager-Chief Engineer

LMD:blm
P8/167339

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 20,000	\$ 20,000	\$ 60,000	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 20,000	\$ 20,000	\$ 60,000	\$ N/A	

SOURCE OF FUNDS: Continued on page 2

Budget Adjustment: NO
For Fiscal Year: 14/15-16/17

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
DATE: 1/14/15
BY: GREGORY P. PRIAMOS

FISCAL PROCEDURES AFFIRMED
JEANINE J. REY, FINANCE DIRECTOR
BY: Jeanine J. Rey 1/20/15 Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.:

District: 1,3,5

Agenda Number:

11-7

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FORM 11: Approval of the Funding Agreement for Support for the Implementation and Administration of the Watershed Programs for Lake Elsinore, Canyon Lake and San Jacinto River; 3 years; 1st/3rd/5th Districts; [\$60,000 total]; District funds 100%

DATE: March 10, 2015

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

This Agreement is necessary for the District to contribute funds to support the Lake Elsinore and San Jacinto Watershed Authority's implementation and administration of the watershed programs to facilitate water quality improvements in Lake Elsinore, Canyon Lake and their tributary watersheds.

The Lake Elsinore and San Jacinto Watershed Authority (LESJWA) is a Joint Powers Authority whose mission is to improve water quality and wildlife habitats in Lake Elsinore, Canyon Lake and the surrounding San Jacinto watershed.

The Santa Ana Region National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit requires Permittees, including the District, County of Riverside and Cities of Beaumont, Canyon Lake, Hemet, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Perris, Riverside, San Jacinto and Wildomar (known collectively as MS4 PERMITTEES), to take actions to reduce their contributions to the impairments of Canyon Lake and Lake Elsinore.

This Agreement allows the District, as the principal NPDES MS4 Permittee, to partner with LESJWA to: (i) satisfy the NPDES MS4 permit requirements by facilitating LESJWA's cost-effective administration of watershed management activities that promote water quality improvements, and (ii) reduce compliance and coordination costs for the NPDES MS4 Permittees through cost effective programs and the pursuit of state and federal grants.

County Counsel has approved this Agreement as to legal form.

Impact on Residents and Businesses

The regulatory requirements imposed on residents, businesses and local government by the United States Environmental Protection Agency and State of California through the NPDES MS4 program continue to escalate. The watershed programs implemented by LESJWA, in partnership with other local agencies, are designed to identify the most cost-effective path to beneficial use restoration for Lake Elsinore and Canyon Lake. This agreement will allow the District, as the principal NPDES MS4 Permittee, to partner with LESJWA in developing the most cost-efficient compliance programs that will reduce regulatory burdens for residents and businesses within areas that drain to Canyon Lake and Lake Elsinore.

SUPPLEMENTAL:

Additional Fiscal Information

Costs incurred under this Agreement will be funded by the District's annual NPDES Benefit Assessments levied in the Santa Ana Benefit Assessment Area. Sufficient funding is available in the District's budget for FY 2014-15 and will be included in the proposed budget(s) for FYs 2015-16 and 2016-17, as appropriate.

SOURCE OF FUNDS: (continued)

25190 947560 527240 NPDES Santa Ana Benefit Assessment – NPDES Contributions

ATTACHMENTS:

1. Funding Agreement

FUNDING AGREEMENT

Support for the Implementation and Administration of
the Watershed Programs for Lake Elsinore and Canyon Lake
FY 2014/15 – 2016/17

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT, hereinafter called "DISTRICT", and the LAKE ELSINORE
AND SAN JACINTO WATERSHEDS AUTHORITY, hereinafter called "LESJWA", hereby
agree as follows:

RECITALS

A. In 1998, the Santa Ana Regional Water Quality Control Board designated
Lake Elsinore and Canyon Lake in the Lake Elsinore and San Jacinto Watersheds as "impaired
water bodies" pursuant to Section 303 of the Federal Clean Water Act because of high levels of
phosphorus and nitrogen in both lakes and low dissolved oxygen in Lake Elsinore; and

B. LESJWA, a joint powers authority, was formed in April 2000 for the
purpose of implementing projects and programs to improve water quality and wildlife habitats
in Lake Elsinore, Canyon Lake and the surrounding San Jacinto watershed. LESJWA'S
member agencies include the City of Lake Elsinore, the City of Canyon Lake, the County of
Riverside, the Elsinore Valley Municipal Water District and the Santa Ana Watershed Project
Authority. LESJWA was entrusted with fifteen million dollars (\$15,000,000) in Proposition 13
voter authorized state and local funding to improve water quality and wildlife habitats in Lake
Elsinore, Canyon Lake and the surrounding San Jacinto watershed. LESJWA activities are also
supported by member agency contributions, state grant funds and partnerships with other local
agencies with common purpose; and

C. The Santa Ana Region National Pollutant Discharge Elimination System
("NPDES") Municipal Separate Storm Sewer System Permit ("MS4 PERMIT") for Riverside

1 County requires DISTRICT, County of Riverside and the Cities of Beaumont, Canyon Lake,
2 Hemet, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Perris, Riverside, San Jacinto and
3 Wildomar (known collectively as "MS4 PERMITTEES") to take actions to reduce their
4 contributions to the impairments of Canyon Lake and Lake Elsinore; and

5 D. DISTRICT serves as the principal NPDES MS4 PERMITTEE for the
6 Santa Ana Region of Riverside County; and

7 E. LESJWA'S programs include (i) facilitating the development of regional
8 treatment options for Lake Elsinore and Canyon Lake, (ii) administering regional projects such
9 as the alum treatment project, (iii) coordinating a regional task force and workshops that focus
10 on Lake Elsinore and Canyon Lake and (iv) interfacing with communities, cities, water districts
11 and county agencies that operate within the San Jacinto watershed to facilitate water quality
12 improvements in Lake Elsinore and Canyon Lake. These LESJWA programs address NPDES
13 MS4 PERMIT requirements for Canyon Lake and Lake Elsinore; and

14 F. DISTRICT, in accordance with its responsibilities as the principal NPDES
15 MS4 PERMITTEE, desires to support LESJWA'S continue implementation and administration
16 of these programs to improve water quality in Lake Elsinore, Canyon Lake and the surrounding
17 San Jacinto watershed on behalf of the MS4 PERMITTEES by contributing twenty thousand
18 dollars (\$20,000) per Fiscal Year (from July 1 to June 30) for Fiscal Year 2014/2015 through
19 Fiscal Year 2016/2017 with a further cap of not to exceed sixty thousand dollars (\$60,000) for
20 the entire term of this Agreement; and

21 G. DISTRICT and LESJWA desire to enter into this Funding Agreement to
22 set forth the terms and conditions under which DISTRICT will contribute funding towards
23 LESJWA'S watershed protection programs to improve water quality in Lake Elsinore, Canyon
24 Lake and the surrounding San Jacinto watershed.

1 NOW, THEREFORE, in consideration of the preceding recitals and the mutual
2 covenants hereinafter contained, the parties hereto mutually agree as follows:

3 SECTION I

4 LESJWA shall:

5 1. Prepare annual invoice(s) in duplicate and submit to DISTRICT
6 (Attention: Accounts Payable with duplicate copy to the Chief of Watershed Protection
7 Division) no later than April 30th of each Fiscal Year. The invoice amount shall not exceed
8 twenty thousand dollars (\$20,000) for each Fiscal Year that this Agreement remains in effect.

9 All invoices shall contain, at a minimum, the following information: a reference to the name of
10 this Agreement ("Funding Agreement – Support for the Implementation and Administration of
11 the NPDES MS4 Watershed Programs for Lake Elsinore and Canyon Lake"), current Fiscal
12 Year, invoice number and date, invoice amount and remittance address, as appropriate.
13

14 2. Use DISTRICT funds solely for LESJWA'S implementation and
15 administration of watershed protection programs which include: (i) facilitating the planning,
16 design, development and implementation of projects to improve the water quality of Lake
17 Elsinore, Canyon Lake and the surrounding San Jacinto River Watershed; (ii) administering
18 regional water quality improvement projects for the same; (iii) developing and administering
19 educational outreach programs for governmental and community representatives within the San
20 Jacinto River Watershed as necessary to promote watershed protection projects and awareness;
21 (iv) pursuing and administering grants on behalf of watershed stakeholders for watershed
22 protection projects; and (v) other related administrative expenses incurred by LESJWA in
23 support of the aforementioned programs.
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25 3. Retain employee and expense records according to customary accounting
26 methods for a period of five (5) years following the execution of this Agreement and such
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1 records shall, upon request, be made available for inspection by DISTRICT to verify
2 LESJWA'S invoices.

3 4. Make all work products produced under this Agreement available to
4 DISTRICT for DISTRICT'S use.

5 SECTION II

6 DISTRICT shall:

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8 1. Pay LESJWA, within forty-five (45) days after receipt of an appropriate
9 invoice as set forth in Section I.1. DISTRICT'S financial contribution to LESJWA shall not
10 exceed twenty thousand dollars (\$20,000) per Fiscal Year for Fiscal Years 2014/15, 2015/16
11 and 2016/17. Furthermore, DISTRICT'S total financial contribution shall not exceed a total
12 sum of sixty thousand dollars (\$60,000) over the entire term of this Agreement.
13

14 SECTION III

15 It is further mutually agreed:

16 1. DISTRICT'S financial contribution to LESJWA shall not exceed a total
17 sum of sixty thousand dollars (\$60,000) over the entire term of this Agreement.

18 2. DISTRICT'S financial contribution shall be used by LESJWA towards the
19 purpose of developing, implementing and administering watershed protection programs
20 described in Section I.2.

21 3. LESJWA shall indemnify, defend, save and hold harmless DISTRICT and
22 County of Riverside (including their respective officers, districts, special districts and
23 departments, their respective directors, officers, Board of Supervisors, elected and appointed
24 officials, employees, agents, representatives, independent contractors and subcontractors) from
25 any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out
26 of or in any way relating to LESJWA'S (including its officers, employees, agents,
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1 representatives, contractors and subcontractors) actual or alleged acts or omissions related to
2 this Agreement, performance under this Agreement or failure to comply with the requirements
3 of this Agreement, including but not limited to: (i) property damage; (ii) bodily injury or death;
4 (iii) payment of attorney's fees; or (iv) any other element of any kind or nature whatsoever.
5 This section shall survive any termination of this Agreement.
6

7 4. In the event of any arbitration, action or suit brought by DISTRICT or
8 LESJWA against the other party by reason of any breach on the part of the other party of any of
9 the covenants and agreements set forth in this Agreement, or any other dispute between
10 DISTRICT or LESJWA concerning this Agreement, the prevailing party in any such action or
11 dispute by a final judgment or arbitration award shall be entitled to have and recover from the
12 other party all costs and expenses or claims, including but not limited to, attorney's fees and
13 expert witness fees. This section shall survive any termination of this Agreement.
14

15 5. Under the provisions of this Agreement, DISTRICT shall bear no
16 responsibility whatsoever for the work conducted by LESJWA.

17 6. This Agreement is made and entered into for the sole protection and
18 benefit of the parties hereto. No other person or entity shall have any right or action based
19 upon the provisions of this Agreement.
20

21 7. This Agreement is the result of negotiations between the parties hereto,
22 and the advice and assistance of their respective counsel. The fact that this Agreement was
23 prepared as a matter of convenience by DISTRICT shall have no import or significance. Any
24 uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because
25 DISTRICT prepared this Agreement in its final form.

26 8. The obligation(s) of DISTRICT under this Agreement are limited by and
27 contingent upon the availability of DISTRICT funds. In the event that such funds are not
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1 forthcoming for any reason, DISTRICT shall immediately notify LESJWA in writing. Upon
2 LESJWA'S receipt of DISTRICT'S notification, this Agreement shall remain in force and effect
3 through the remainder of that Fiscal Year, but shall be deemed terminated and have no further
4 force or effect thereafter.

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6 9. Any notices sent or required to be sent to either party shall be mailed to the
7 following addresses:

8 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
9 1995 Market Street
10 Riverside, CA 92501
11 Attn: Watershed Protection Division

LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY
11615 Sterling Avenue
Riverside, CA 92503-4979
Attn: Mark Norton

12 10. This Agreement is to be construed in accordance with the laws of the State
13 of California.

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

17 12. Any action at law or in equity brought by any of the parties hereto for the
18 purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of
19 competent jurisdiction in the County of Riverside, State of California, and the parties hereto
20 waive all provisions of law providing for change of venue in such proceedings to any other
21 county.

22 13. Neither this Agreement nor any part thereof shall be assigned by LESJWA
23 without the prior written consent of DISTRICT.

24 14. Any waiver by DISTRICT or LESJWA of any breach by the other of any
25 one or more of the terms of this Agreement shall not be construed to be a waiver of any
26 subsequent or other breach of the same or of any other term hereof. Failure on the part of
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1 DISTRICT or LESJWA to require from the other exact, full and complete compliance with any
2 terms of the Agreement shall not be construed as in any manner changing the terms hereof, or
3 estopping DISTRICT or LESJWA from enforcement hereof.

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5 15. This Agreement is intended by the parties hereto as their final expression
6 with respect to the matters herein, and is a complete and exclusive statement of the terms and
7 conditions thereof. This Agreement may be changed or modified only upon the written consent
8 of the parties hereto.

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

2 _____
3 (to be filled in by Clerk of the Board)


4 RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL**

5 By: 
6 WARREN D. WILLIAMS
7 General Manager-Chief Engineer

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

9 APPROVED AS TO FORM:

10 GREGORY P. PRIAMOS
11 County Counsel

12 By: 
13 NEAL R. KIPNIS
14 Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board


By: _____
Deputy

16 (SEAL)

24 Funding Agreement FY 2014/15 – 2016/17
25 Lake Elsinore and San Jacinto Watershed Authority
26 01/14/15
27 TT:LMD:blm
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**LAKE ELSINORE AND SAN JACINTO
WATERSHED AUTHORITY**

By: _____


ROBERT E. MAGEE, Chair
Lake Elsinore and San Jacinto Watershed
Authority Board of Directors

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Funding Agreement FY 2014/15 – 2016/17
Lake Elsinore and San Jacinto Watershed Authority
01/14/15
TT:LMD:blm