

FORWARDED APPROVED COUNTY COUNSEL

BY: *Anita C. Willis*

DATE

12-9-15

ANITA C. WILLIS

Departmental Concurrence

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

702



**FROM:** Executive Office

**SUBMITTAL DATE:**  
November 24, 2015

**SUBJECT:** Approval of the Amended and Restated Memorandum of Understanding (MOU) for the Upper Santa Margarita Watershed Integrated Regional Watershed Management Plan (IRWMP). Districts 1 and 3 [\$125,000].

**RECOMMENDED MOTION:** That the Board of Supervisors:

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

**BACKGROUND:**

Summary

This Amended and Restated MOU sets forth the terms and conditions by which the County will participate in the ongoing joint effort with the District and RCWD to solicit grant opportunities as applicable to each member agency under the recently approved 2014 IRWMP.

*Steve Horn*  
Steve Horn  
Sr. Management Analyst

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 25,000	\$ 25,000	\$ 125,000	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 25,000	\$ 25,000	\$ 125,000	\$ N/A	
SOURCE OF FUNDS: NPDES - 11050				Budget Adjustment: No	
				For Fiscal Year: 15/16-19/20	

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

APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: January 5, 2016  
 xc: E.O., Flood

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

(Comp. Item 11-1)

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

Prev. Agn. Ref.: 3.14 of 8/31/2010 | District: 1 & 3 | Agenda Number:

3-3

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Approval of the Amended and Restated Memorandum of Understanding (MOU) for the  
Upper Santa Margarita Watershed Integrated Regional Watershed Management Plan (IRWMP).  
Districts 1 and 3 [\$125,000].**

**DATE: November 24, 2015**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary (continued)**

Approved by the Board of Supervisors on May 20, 2014, the updated 2014 IRWMP built upon and enhanced the Region's collaborative efforts to ensure a sustainable water supply through more efficient use of water, protect and improve water quality, and promote environmental stewardship. The 2014 IRWM Plan Update is a living document that is expected to be updated periodically, and allows the Region to adapt to changes in needs, regulations, resources and climate. The success of IRWMP relies on the continued participation of stakeholders in the IRWM Program throughout the 25-year planning horizon. The complete plan can be viewed at <http://www.ranchowater.com/index.aspx?NID=259>.

In previous years, RCWD and the District have contributed toward the management and implementation of previous IRWMP processes by which the County was a beneficiary. The attached Amended and Restated MOU obligates the County to contribute a minimal level of funding for management of the IRWMP program through FY 2019/2020. Future grant awards, associated management, and administrative fees will be borne by the individual, applicable agency on a case-by-case basis during the term of this MOU.

A companion item appears on the District's agenda this same day.

**Impact on Residents and Businesses**

Approval of this MOU will not result in any negative impacts to residents and businesses. On the contrary, approval of this MOU will enable the County to participate in significant grant funding opportunities available because of the passage of Proposition 1 water bond in 2014.

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

This Amended and Restated Memorandum of Understanding ("MOU") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2015 ("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 continue preparing, implementing and updating 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 administrative 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 Region; 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 was superseded by an executed Memorandum of Understanding in 2010, which expires on December 31, 2015, and all AGENCIES wish to continue the efforts and extend that 2010 agreement pursuant to this agreement which amends, restates, and supersedes the 2010 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 the IRWM Plan and submit grant applications 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 Water Quality, Supply and Infrastructure Improvement Act of 2014 (Public Resources Code Section 79740 et seq.), 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 RCWD 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 previously reviewed and selected by consensus the members of the Committee from stakeholder organizations in the Planning Region in 2007 and 2013, and will review and select by consensus additional members of the Committee from stakeholder organizations in the Planning Region as part of future IRWM Plan updates or by stakeholder request. 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 IRWM Plan, grant applications 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.

7. The AGENCIES shall provide a share of funding for management of the IRWM Program, and intend to provide a share of funding for the preparation of IRWM Planning and Implementation Grant applications, preparation of IRWM Plan updates, and management of IRWM Planning and Implementation Grant contracts with the California Department of Water Resources, as follows:

- a. The AGENCIES shall equally share funding for a consultant to manage the IRWM Program.
- b. The AGENCIES intend to provide a share of funding for a consultant to prepare IRWM Planning and Implementation Grant applications. The appropriate funding share will be calculated and announced on a case by case basis as grant opportunities become available and may incorporate reimbursement from recipients of grant awards via administrative fees charged to the grant.

c. The AGENCIES intend to provide a share of funding for a consultant to prepare IRWM Plan updates. The funding share to be provided by the AGENCIES shall be determined in the future when IRWM Plan updates are required by the State or otherwise necessary. The cost to update the IRWM plan may be offset by IRWM Planning Grant awards.

d. The AGENCIES intend that grant recipients would bear a share of funding needed to manage IRWM Planning and Implementation Grant contracts with California Department of Water Resources via an administrative fee taken out of the grant awards. The appropriate funding share will be calculated on case by case basis as grants are awarded.

8. 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.

9. 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, 2020, unless extended or replaced by other agreements.

10. 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.

11. 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, 4<sup>th</sup> Floor  
Riverside, CA 92501-3656

RANCHO CALIFORNIA WATER DISTRICT  
42135 Winchester Road  
Temecula, CA 92590

12. 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.

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

14. 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.

15. 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.

16. 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.



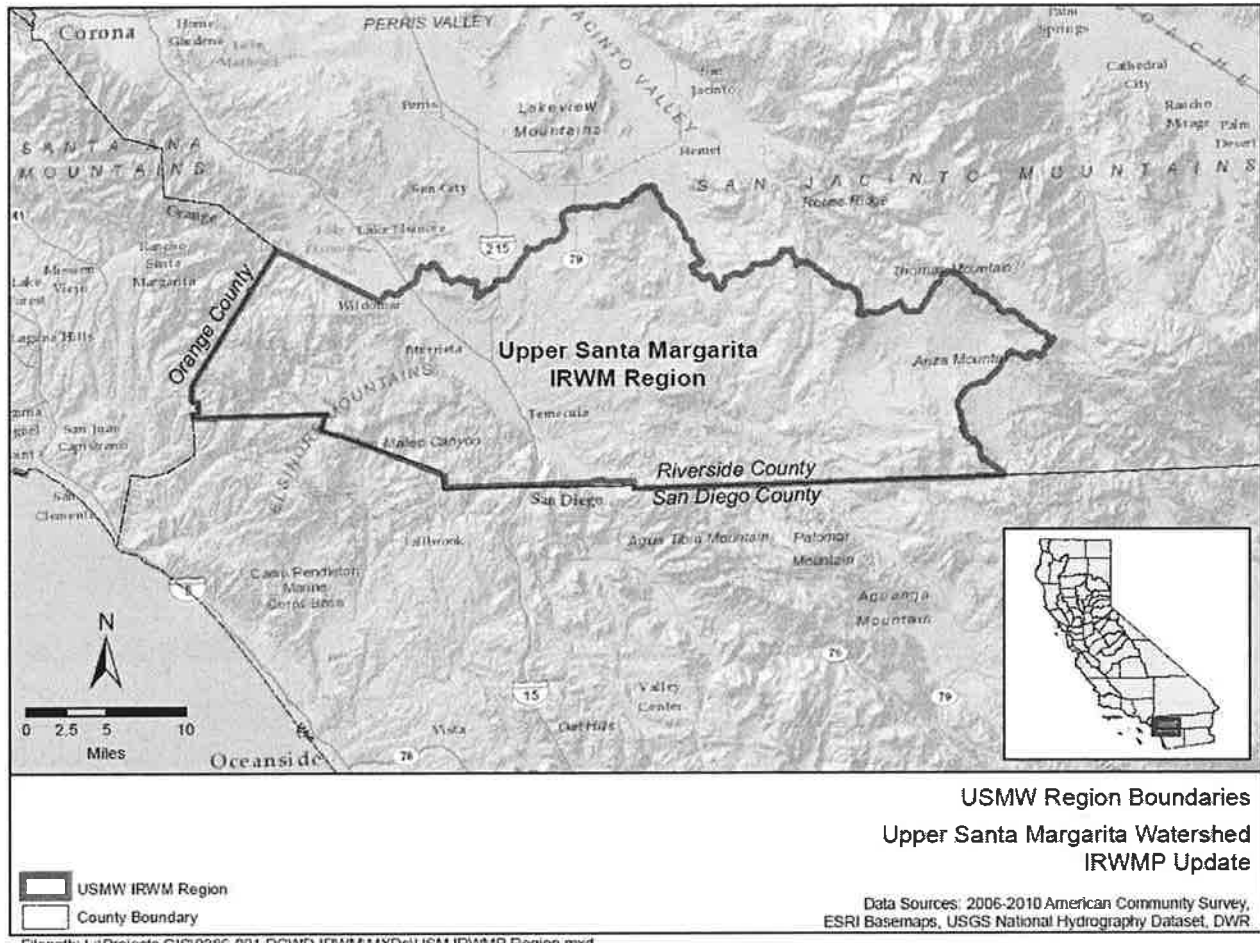
17. Any waiver by AGENCIES of any breach by the other of any one or more of the terms of this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any of the respective AGENCIES to require from the others exact, full 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.

18. 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.

19. 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.

ATTACHMENT A

GEOGRAPHIC DESCRIPTION OF THE PLANNING REGION



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

JAN 05 2016

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By Jay E. Orr  
JAY ORR  
Riverside County Executive Officer

COUNTY OF RIVERSIDE

By John J. Benoit  
**JOHN J. BENOIT** Chairman  
Riverside County Board of Supervisors

APPROVED AS TO FORM:

GREG PRIAMOS  
County Counsel

By Aaron Gettis  
AARON GETTIS  
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By Kecia Harper-Ihem  
Deputy

Dated 12-9-15

(SEAL)

RECOMMENDED FOR APPROVAL:


By   
JEFF ARMSTRONG, General Manager

**RANCHO CALIFORNIA WATER DISTRICT**

By   
JOHN E. HOAGLAND, Board President

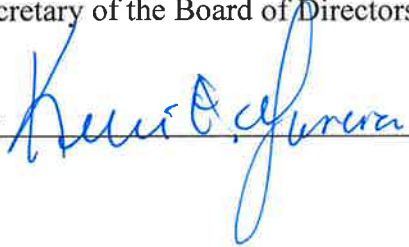
APPROVED AS TO FORM:

JAMES GILPIN  
Legal Counsel

By   
\_\_\_\_\_

ATTEST:

KELLI E. GARCIA  
Secretary of the Board of Directors

By   
\_\_\_\_\_

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

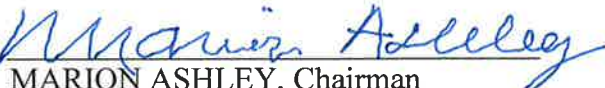
JAN 05 2016

(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

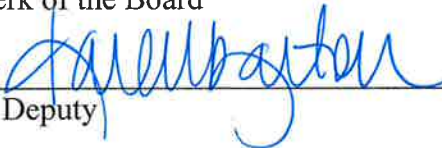
APPROVED AS TO FORM:

ATTEST:

GREG PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By   
AARON GETTIS  
Deputy County Counsel

By   
Deputy

Dated 12-9-15

(SEAL)

Memorandum of Understanding  
To Conduct Integrated Regional Water Management  
Planning for the Upper Santa Margarita Watershed