

2427



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

**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
October 4, 2016

**SUBJECT:** Memorandum of Understanding to Conduct Integrated Regional Water Management Planning for the San Gorgonio Region; 5th District; up to \$150,000 per year subsequently; District funds 100%

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

1. Approve the Memorandum of Understanding to conduct Integrated Regional Water Management Planning for the San Gorgonio Region between the participating public agencies identified in the Agreement.

**BACKGROUND:**

**Summary**

The purpose of the Memorandum of Understanding (MOU) is to facilitate the cooperation and a collaborative effort with the stakeholders of the San Gorgonio Region in Riverside County.

Continued on page 2.

SEM:bad:bjp  
P8/207125

*[Signature]*  
**JASON E. UHLEY**  
 General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$150,000	\$150,000	\$150,000	\$0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$150,000	\$150,000	\$150,000	\$0	

<b>SOURCE OF FUNDS:</b> 25150 525440 947480 Professional Services	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 16/17

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

**County Executive Office Signature**

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

On motion of Supervisor Jeffries, seconded by Supervisor Washington 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:** October 4, 2016  
**xc:** Flood

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

**11-3**

**Prev. Agn. Ref.:** | **District:** 5th | **Agenda Number:**

MT 2427

FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]* 9/21/16  
 DATE  
 GREGORY P. PRIAMOS

FISCAL PROCEDURES APPROVED  
 JEANINE J. REY, FINANCE DIRECTOR  
 BY: *[Signature]* 9/20/16  
 JEANINE J. REY  
 Departmental Concurrence

A-30  
 4/5 Vote  
 Positions Added  
 Change Order

RCED SEP22:16 AM 10:51

RECEIVED RIVERSIDE COUNTY  
CLERK/BOARD OF SUPERVISORS  
2016 SEP 26 PM 3: 58

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

**FORM 11:** Memorandum of Understanding to Conduct Integrated Regional Water Management Planning for the San Gorgonio Region; 5th District; up to \$150,000 per year subsequently; District funds 100%]

**DATE:** October 4, 2016

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

The MOU will facilitate the implementation of the Integrated Regional Water Management Plan (IRWM) for the San Gorgonio Region (Plan).

The MOU authorizes, among other things, that applications be made to the California Department of Water Resources, or other state or federal departments, to obtain IRWM Planning and Implementation Grants pursuant to the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Public Resources Code 79740 et seq.) or other future sources of funding for Integrated Watershed Management Plan programs, and to enter into agreements to receive grant funds for the San Gorgonio Region.

**FINANCIAL:**

The MOU does not obligate the District to make any financial contributions; however, contingent on future planning efforts, it is anticipated that the financial contribution could be up to \$150,000 per year.

**IMPACT ON RESIDENTS AND BUSINESSES:**

The IRWM allows applications to be made for State grant funds which, if awarded by the State, would contribute to the construction of needed water resource projects in the region.

**MEMORANDUM OF UNDERSTANDING  
TO CONDUCT INTEGRATED REGIONAL WATER MANAGEMENT PLANNING  
FOR THE SAN GORGONIO REGION**

This Memorandum of Understanding ("MOU") is made and entered into this 23<sup>rd</sup> day of September 2016 ("Effective Date") among the CITY OF BANNING, BANNING HEIGHTS MUTUAL WATER COMPANY, CABAZON WATER DISTRICT, HIGH VALLEYS WATER DISTRICT, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, and the SAN GORGONIO PASS WATER AGENCY, each hereinafter individually called "AGENCY" and collectively "AGENCIES".

RECITALS

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

B. WHEREAS, the AGENCIES are willing to cooperate and work collaboratively with the stakeholders of the Banning and San Gorgonio Pass area to form an IRWM Region through the Department of Water Resources' IRWM Regional Acceptance Process, prepare an IRWM Plan and implement a regional planning process for the geographic area described on Exhibit 'A' attached hereto ("Planning Region") if 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 water resources projects and programs; and

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

E. WHEREAS, the AGENCIES collectively and with the Stakeholder Advisory Committee represent 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

1  
2 G. WHEREAS, the AGENCIES are committed to conduct planning efforts in  
3 an open accessible process including the Stakeholder Advisory Committee and the public; and

4 H. WHEREAS, the CITY OF BANNING is willing to take the lead  
5 administrative role in contracting for planning, making applications for funding and  
6 implementing funded efforts on behalf of all potential project proponents and stakeholders within  
7 the Planning Region; and

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

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

12 L. WHEREAS, the AGENCIES will each benefit from their participation in  
13 this MOU.

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

15 1. The CITY OF BANNING shall facilitate work required to create and  
16 maintain an IRWM Plan and submit grant applications on behalf of the AGENCIES for funding  
17 consideration under the IRWM Program.

18 2. Each AGENCY hereby designates its General Manager/Chief Executive, or  
19 his or her designated representative, to represent its board as the person charged with the authority  
20 to review and approve the IRWM Plan and other IRWM related documents and efforts conducted  
21 by or on behalf of the IRWM Planning Region, subject to any individual AGENCY board  
22 approval required by law. Approval of IRWM Plans, documents and efforts shall be based on a  
23 consensus of the AGENCIES' designated representatives, to be further defined in the IRWM Plan  
24 section discussion on governance to be prepared.

25 3. The MOU authorizes that applications be made to the California Department  
26 of Water Resources or other State or Federal departments to obtain IRWM Planning and  
27 Implementation Grants pursuant to the Water Quality, Supply and Infrastructure Improvement  
28 Act of 2014 (Public Resources Code Section 79740 et seq.), or future sources of funding and to  
enter into agreements to receive grant funds for the Planning Region. Subject to reaching

1  
2 consensus as described in Paragraph 2, above, the City Manager of CITY OF BANNING, or his  
3 or her designee, is hereby authorized and directed to prepare the necessary data, conduct  
4 investigations, file such applications, and execute grant agreements with the California  
5 Department of Water Resources, contract to disburse funds to designated partners or sub-grantees  
6 (potentially including any one or more of the AGENCIES) and to make changes as needed to  
7 contracts or other documents to implement the IRWM process to the benefit of the Planning  
8 Region.

9           4. This MOU authorizes the establishment of a Stakeholder Advisory  
10 Committee (hereinafter "Committee") subject to the terms of this MOU and any applicable rules  
11 that the AGENCIES may promulgate. The AGENCIES will review and select by consensus  
12 members, to be further defined in the IRWM Plan section discussion on governance that will be  
13 prepared, of the Committee from stakeholder organizations in the Planning Region. Stakeholders  
14 represent their agency or organization and serve at the pleasure of the AGENCIES and shall not  
15 be required (but may be asked) to contribute funds except in-kind services. No more than one  
16 representative of any organization shall be named to the Committee. The representative shall  
17 represent all interests of the organization and the Planning Region. The Committee acts in an  
18 advisory role to the AGENCIES for plan goals and priorities outreach and project integration.  
19 Stakeholders need not be members of the Committee to participate in the planning process. The  
20 Committee may become dormant if no planning efforts are ongoing or it is no longer needed.

21           5. The IRWM Plan, grant applications and related efforts provided for in this  
22 MOU aggregate, compile and integrate existing plans and documents as well as solicit new  
23 projects and programs. Nothing in such existing or future plans, documents or actions, limits the  
24 authority of the AGENCIES or their powers or modifies any of the referenced plans, ordinances  
25 or actions of the AGENCIES, committee members or stakeholders.

26           6. Nothing contained within this MOU binds the parties beyond the scope or  
27 term of this MOU unless specifically documented in subsequent MOU amendments or contracts.

28           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

1 and Implementation Grant applications, preparation of an initial IRWM Plan and updates, and  
2 management of IRWM Planning and Implementation Grant contracts with the California  
3 Department of Water Resources, as follows:  
4

- 5 a. The CITY OF BANNING, RIVERSIDE COUNTY FLOOD  
6 CONTROL AND WATER CONSERVATION DISTRICT, and the  
7 SAN GORGONIO PASS WATER AGENCY shall equally share  
8 funding for a consultant, or mutually agreed upon in-kind services, to  
9 manage the IRWM Program.
- 10 b. The AGENCIES intend to provide a share of funding for a consultant  
11 to prepare IRWM Planning and Implementation Grant applications.  
12 The appropriate funding share will be calculated and announced on a  
13 case by case basis as grant opportunities become available and may  
14 incorporate reimbursement from recipients of grant awards via  
15 administrative fees charged to the grant.
- 16 c. The AGENCIES intend to provide a share of funding for a consultant  
17 to prepare an IRWM Plan and subsequent updates. The CITY OF  
18 BANNING, RIVERSIDE COUNTY FLOOD CONTROL AND  
19 WATER CONSERVATION DISTRICT, and the SAN GORGONIO  
20 PASS WATER AGENCY agree to equally share match costs for the  
21 initial planning grant to establish the IRWM Program. The funding  
22 share for future efforts to be provided by the AGENCIES shall be  
23 determined in the future during the scoping of the IRWM Plan and  
24 updates to reflect requirements by the Department of Water Resources  
25 or otherwise necessary. The cost to update the IRWM plan may be  
26 offset by IRWM Planning Grant awards.
- 27 d. The AGENCIES intend that grant recipients would bear a share of  
28 funding needed to manage IRWM Planning and Implementation Grant  
contracts with California Department of Water Resources via an

1  
2 administrative fee taken out of grant awards, as allowed under the  
3 applicable grant. The appropriate funding share will be calculated on  
4 case by case basis as grants are awarded.

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

11 9. The term of this MOU is ten (10) years from its effective date shown above,  
12 unless replaced or amended in writing by other written agreement(s) or terminated by majority  
13 vote of the AGENCIES. Notwithstanding the foregoing, any AGENCY may withdraw from  
14 participation as an AGENCY, without forfeiting its ability to participate as a stakeholder, by  
15 giving to each of the other AGENCIES sixty (60) days' written notice of its intent to withdraw  
16 from participation as an AGENCY.

17 10. Any entity not listed herein as an AGENCY will be allowed to become an  
18 AGENCY under this MOU with the majority concurrence of all existing AGENCIES and upon  
19 the execution of this MOU terms by its governing board.

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

22 CITY OF BANNING  
23 176 E Lincoln Street  
24 P.O. Box 998  
25 Banning, CA 92220

BANNING HEIGHTS MUTUAL WATER  
COMPANY  
Board president  
7091 Bluff Street  
Banning, CA 92220

25 CABAZON WATER DISTRICT  
26 P.O. Box 2967  
27 Cabazon, CA 92230

HIGH VALLEYS WATER DISTRICT  
47781 Twin Pines Road  
Banning, CA 92220

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

SAN GORGONIO PASS WATER  
AGENCY  
1210 Beaumont Avenue  
Beaumont, CA 92223



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2 12. Each AGENCY, to the fullest extent permitted by law, shall defend,  
3 indemnify and hold harmless the other AGENCIES, and their respective consultants, and each  
4 of their directors, officers, agents, and employees from and against all liability, claims, damages,  
5 losses, expenses and other costs including costs of defense and attorneys' fees, arising or resulting  
6 from or in connection with the action(s) or omission(s) of that AGENCY, or arising or resulting  
7 from or in connection with any action(s) or omission(s) taken by a majority of the AGENCIES  
8 with approval of the AGENCY from whom indemnification is sought.

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

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

14 15. Any action at law or in equity brought by any of the parties hereto for the  
15 purpose of enforcing a right or rights provided for by this MOU shall be heard in a court of  
16 competent jurisdiction in the County of Riverside, State of California, and the parties hereto  
17 waive all provisions of law providing for change of venue in such proceedings to any other  
18 county.

19 16. This MOU is the result of negotiations between the parties hereto and with  
20 the advice and assistance of their respective counsel. No provision contained herein shall be  
21 construed against CITY OF BANNING solely because, as a matter of convenience, it prepared  
22 this MOU in final form.

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

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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 AGENCIES 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 AGENCIES hereto.

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RECOMMENDED FOR APPROVAL:      **CITY OF BANNING**

By \_\_\_\_\_  
MICHAEL ROCK  
City Manager

Dated \_\_\_\_\_

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RECOMMENDED FOR APPROVAL:

**BANNING HEIGHTS MUTUAL  
WATER COMPANY**

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name  
Board President

\_\_\_\_\_  
Print Name  
Director

Dated \_\_\_\_\_

1 RECOMMENDED FOR APPROVAL: CABAZON WATER DISTRICT

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3 By

ROBERT LYNK  
Chairman

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6 Dated

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RECOMMENDED FOR APPROVAL:

**HIGH VALLEYS WATER DISTRICT**

By \_\_\_\_\_  
ERNEST WRIGHT  
Board President

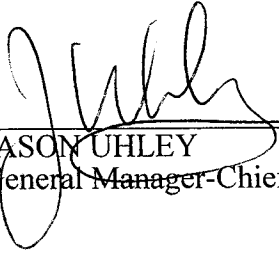
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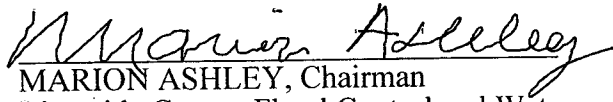
RECOMMENDED FOR APPROVAL:

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

By

  
\_\_\_\_\_  
JASON UHLEY  
General Manager-Chief Engineer

By

  
\_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

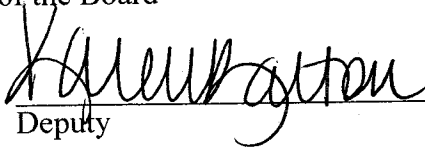
GREG PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By

  
\_\_\_\_\_  
AARON GETTIS  
Deputy County Counsel

By

  
\_\_\_\_\_  
Deputy

Dated

9-21-16

(SEAL)

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RECOMMENDED FOR APPROVAL:      **SAN GORGONIO PASS WATER AGENCY**

By \_\_\_\_\_  
JEFF DAVIS  
General Manager

Dated \_\_\_\_\_



ATTACHMENT A

MAP OF THE PLANNING REGION

