



**SUBMITTAL TO THE BOARD OF DIRECTORS
RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
13.1
(ID # 3927)

MEETING DATE:

Tuesday, April 11, 2017

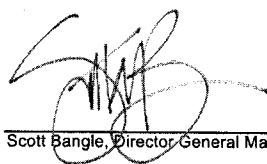
FROM : REGIONAL PARK & OPEN SPACE DISTRICT:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Memorandum of Intent regarding the Diamond Valley Lake Recreation Area; District 3; [\$0]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the Memorandum of Intent ("MOI") among The City of Hemet, The Metropolitan Water District of Southern California, The Valley-Wide Recreation and Park District, The Riverside County Regional Park and Open-Space District, and Eastern Municipal Water District Regarding the Diamond Valley Lake Recreation Area; and
2. Authorize the Chairman of the Board of Directors for the Regional Park and Open-Space District ("District") to execute the MOI on behalf of the District.

ACTION: Policy



Scott Bangle, Director General Manager / Park Director

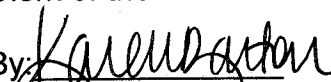
3/27/2017

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Abstain: None
Date: April 11, 2017
xc: Parks

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment:	NO
			For Fiscal Year:	
			2016/17	

BACKGROUND

Summary

The purpose of the Memorandum is to memorialize efforts among the Parties to develop a uniform vision for implementing a series of self-sustaining private and/or public sector recreational improvements on real property owned by MWD in the vicinity of Diamond Valley Lake and to establish a stakeholder implementation committee for purposes of advancing these recreational projects.

The Park District manages and controls open space and recreational areas at Lake Skinner and the Multi Species Reserve which are adjacent to the Diamond Valley Lake Recreation Area (DVL) and feels that involvement in the planning and development of DVL is critical to ensure cohesive and compatible facilities, trails, and recreational opportunities in the area.

The Memorandum will at all times remain non-binding, notwithstanding any public, oral or written statements, or other conduct, unless and until the Parties enter into a separate written agreement to proceed with any of the recreational projects identified through this Memorandum process.

County Counsel has reviewed the MOI and approved as to legal form.

Impact on Citizens and Businesses

Cooperative planning and development of the area will hopefully lead to desirable and sustainable recreational activity areas for the residents of Riverside County.

Attachments:

MOI - Memorandum of Intent among the City of Hemet, The Metropolitan Water District of Southern California, The Valley-Wide Recreation and Park District, The Riverside County Regional Park and Open-Space District, and Eastern Municipal Water District Regarding the Diamond Valley Lake Recreation Area

SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA


Alex Gann

4/4/2017



Gregory V. Priapio, Director County Counsel

3/27/2017

**MEMORANDUM OF INTENT AMONG THE CITY OF HEMET, THE
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, THE
VALLEY-WIDE RECREATION AND PARK DISTRICT, THE RIVERSIDE COUNTY
REGIONAL PARK & OPEN-SPACE DISTRICT, AND EASTERN MUNICIPAL
WATER DISTRICT REGARDING THE DIAMOND VALLEY LAKE RECREATION
AREA**

This Memorandum of Intent ("Memorandum") is made by and among the City of Hemet ("Hemet"), the Metropolitan Water District of Southern California ("MWD"), the Valley-Wide Recreation and Park District ("Valley-Wide"), the Riverside County Regional Park and Open-Space District, a special district ("County Parks") and Eastern Municipal Water District ("EMWD") (sometimes hereinafter collectively referred to as the "Parties").

1. **Purpose.** The purpose of this Memorandum is to memorialize efforts among the Parties to develop a uniform vision for implementing a series of self-sustaining private and/or public sector recreational improvements on real property owned by MWD in the vicinity of Diamond Valley Lake ("DVL" or "DVL Area") as described herein, and to establish a stakeholder implementation committee ("Implementation Committee") for purposes of advancing these recreational projects. This Memorandum will at all times remain non-binding, notwithstanding any public, oral or written statements, or other conduct, unless and until the Parties enter into a separate written agreement to proceed with any of the recreational projects identified through this Memorandum process.

2. **Goals.** The Parties' goals under this Memorandum are to:

- 2.1. Maximize access to and interaction with the environmental resources;
- 2.2. Undertake economically feasible and self-sustaining improvements that are implemented when private sector investment and/or public agency funding is made available;
- 2.3. Construct improvements for the purpose of providing a broad set of recreational, cultural and educational opportunities;
- 2.4. Complete improvements that complement existing successful recreational and open space uses in the DVL Area;
- 2.5. Identify and engage in strategic public-private-partnerships to implement the vision for the DVL Area, including collaborative partnerships between the Parties; and

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2.6. Establish the Implementation Committee in accordance with Section 5 of this Memorandum for the purpose of coordinating and overseeing the administration of this Memorandum and the implementation of the recreational improvements described herein.

3. **Background.** In or around 2002, MWD and Hemet entered into a statutory development agreement pursuant to Government Code §§ 65846 et seq. entitled DVL Recreation Area Development Agreement (“Development Agreement” or “DA-03-02”) which authorized recreational uses on MWD-owned land. The Development Agreement specifies that “Owner [MWD] cannot at this time specifically predict when, or the rate at which, the Project will be developed. Such decisions depend upon numerous factors, which are not within the control of Owner, such as market orientation and demand, availability of financing, interest rates, absorption, competition, and other similar market factors.” (DA-03-02, ¶ 2.9.1)

3.1. The Development Agreement has a 15-year term and expires in January 2018, unless extended by Hemet and MWD. In or around August 2002, the City of Hemet adopted the Diamond Valley Lake Park Specific Plan. Hemet and MWD through separate negotiations may seek to extend the Development Agreement and/or modify the Diamond Valley Lake Park Specific Plan. Such negotiations are outside the scope of this Memorandum.

3.2. In June 2015, the then Mayor of Hemet assembled a committee composed of agencies and community representatives (“Ad Hoc Committee”) to evaluate recreational and other opportunities at DVL and to develop a path forward to achieve a more robust recreation and eco-tourist hub to promote improved quality of life and economic opportunity for the region.

3.3. The Ad Hoc Committee met eight (8) times over a 14-month period and, through a facilitated consensus-based process, developed a strategy that includes a vision statement and objectives for future recreational projects described below.

3.4. The Ad Hoc Committee meetings included representatives from the following public and private stakeholders:

3.4.1. Hemet City Council, Planning Commission and staff;

- 3.4.2. MWD Board of Directors and staff;
- 3.4.3. Valley-Wide Board of Directors and staff;
- 3.4.4. County of Riverside Third District Board of Supervisors staff representative;
- 3.4.5. EMWD Board of Directors and staff;
- 3.4.6. State of California 28th District Senator Jeff Stone staff representative;
- 3.4.7. Soboba Band of Luiseño Indians Tribal Council and staff;
- 3.4.8. Western Science Center Board and staff;
- 3.4.9. San Jacinto Valley business community; and
- 3.4.10. Members of the public and local residents.

4. **Effect of Memorandum.** This Memorandum is a planning tool prepared by the Parties. The Parties do not make financial commitments by executing this Memorandum or by forming or participating in the proposed Implementation Committee. Proposed recreational projects will be privately funded unless Committee's respective governing boards or councils appropriate funds for project implementation or for private-public partnerships.

- 4.1. This Memorandum is intended solely as an expression of general intent and interest and is to be used for general coordination purposes only. The Parties agree that this Memorandum does not create any formal agreement, obligation, right, duty, or otherwise, to restrict the use of real property or to finance, develop or construct any of recreational projects or related facilities of any kind whatsoever. The Parties have no contractual duties to one another, and the Parties agree and acknowledge that no implied covenants attach to this Memorandum including, but not limited to, the implied covenant of good faith and fair dealing.
- 4.2. This Memorandum does not prohibit MWD from: (i) negotiating with the Parties or other outside interests with respect to uses for and development of MWD land; (ii) entering into formal agreements with the Parties or other outside interest with respect to MWD land and any other subject of this Memorandum; and (iii) propose different or additional terms to those contained in this Memorandum.

4.3. The Parties may unilaterally terminate all activities with the other Parties concerning the subject matter of this Memorandum without liability, and without explanation, cause or reason.

4.4. This Memorandum does not constitute any pre-commitment by any of the Parties' respective future or present boards or councils nor does it commit any specific funding for the potential preferred recreational projects.

4.5. A Party that takes any actions in furtherance of or in reliance on this Memorandum does so at its own cost, expense, and risk.

5. **Formation of Implementation Committee.** Within ninety (90) days of the effective date of this Memorandum, the Parties shall meet and form an Implementation Committee. The purpose of the Implementation Committee is to oversee progress of milestones identified by the Parties for the implementation of the recreation improvements described in this Memorandum. The Implementation Committee shall be comprised of one or more representatives of the Parties as designated by each Party, plus a minimum of one representative from each of the entities identified in Section 3.4, and other members as deemed appropriate by the Parties. The membership, term of service, responsibilities, meeting decision protocol and meeting frequency of the Implementation Committee shall be determined at the sole discretion and by a majority vote of the Parties with each Party entitled to one vote. The Implementation Committee and its members shall conduct themselves in accordance with the Ralph M. Brown Act (California Government Code Section 54950 et seq). The Implementation Committee may use the Robert's Rules of Order as a general guide for specific rules of order and procedure or may outline its own by a majority vote of the Parties. Should the Implementation Committee not be formed by the Parties within time ninety (90) days of the effective date of this Memorandum, representatives of the Parties designated by each Party shall become the Implementation Committee.

6. **Vision Statement for the DVL Area.** The Parties adopt the following Vision Statement for the DVL Area which is intended to describe desired uses for the area and provide a framework for the completion of the tasks and activities that are a part of this Memorandum. This vision statement is as follows:

"Maximize the unique attributes of the DVL Area by creating an eco-community destination that integrates active and passive recreation, a healthy living setting,

cultural resources, and environmental preservation in a manner that produces a highly desirable place to live and visit.”

7. **Description of Proposed Recreational Projects for the DVL Area.** The component recreational improvements contemplated in this Memorandum are proposed by the Parties to be located on non-operational property owned exclusively by MWD in the vicinity of DVL (“MWD land”) which includes 4,500-acre DVL and 13,500-acre Southwestern Riverside County Multi-Species Reserve (“SRCMSR”). MWD land is bordered by Domenigoni Parkway to the north, State Street to the east, Lake Skinner to the south, and Winchester Road to the west. (Exhibit “A”, attached hereto and by this reference incorporated herein)

7.1. For purposes of describing what is desired if duly approved by any of the Parties and in the context of the vision for the DVL Area, and to provide a non-binding description of the potential scope of responsibilities of the Parties, the Parties have identified seven (7) desirable component recreational projects (“recreational projects,” individually a “recreational project”) for the DVL Area which are consistent with the aim of the Vision Statement and are intended to provide a foundation for further economic development.

7.2. The Parties wish to support the vision and implement the recreational projects listed below and depicted on Exhibit B, subject to approval by the applicable governing boards or councils of the Parties and the contingencies described in Section 10.

7.2.1. Running, walking and bicycling cleared and maintained trail below the DVL East Dam;

7.2.2. Regional trail interconnections between DVL, the Salt Creek Trail and the Lake Skinner Trail;

7.2.3. Expanded leisure spaces;

7.2.4. Expanded, active sports complex with ball fields and support facilities;

7.2.5. Recreation lagoon (East Basin);

7.2.6. Camping and recreational vehicle overnight accommodation facilities; and

7.2.7. Improved access road to DVL East Marina for full usage.

8. **Implementation.** The Parties acknowledge that the implementation of each of Project is dependent on numerous factors, including but not limited to, approval by their respective

governing boards or councils, environmental permitting, funding for capital construction, funding for operations, maintenance and replacement, partnerships with private sector investment and/or development, safety and security, and other key constraints. Each of these constraints will ultimately determine the implementation schedule by the Party identified as Lead Agency on a specific recreational project. As guidance, a list of opportunities and constraints were identified by the AD Hoc Committee and are shown in Exhibit C. A description of the anticipated roles and responsibilities of the Parties for each recreational project is as follows:

- 8.1. Running, walking and bicycling cleared and maintained trail below the DVL East Dam. This is the existing network of dirt roads and trails between the East Dam, State Street, Newport Road, and the Valley-Wide sports complex. Some of these trails were previously used in mud run events. These trails will remain dirt, as they currently exist, and will be improved as necessary to serviceable conditions and maintained as needed.
 - 8.1.1. Lead Agency: Valley-Wide
 - 8.1.2. Capital Funding: Valley-Wide with the support of the Parties, will seek grant funding for the project, as needed.
 - 8.1.3. Planning and Entitlement: The trails already exist therefore no planning and entitlement work is necessary. Valley-Wide will secure appropriate rights-of-way from the landowner, MWD.
 - 8.1.4. Design, Permitting and Construction: The trails exist therefore design, permitting and construction will not be necessary, only maintenance of existing trails.
 - 8.1.5. Management, Operations and Maintenance and Security: Valley-Wide will manage and maintain the trail and procure all necessary insurance. Additionally, security for the facility will be managed by Valley-Wide. All management, operations and maintenance and security requirements will be the subject of a separate agreement between Valley-Wide and MWD.

8.1.6. Marketing and Promotion: Upon completion of the project, the Parties will make a good faith effort to include promotional material regarding the trail in all promotional materials regarding the DVL area.

8.2. Regional trail interconnections between DVL, the Salt Creek Trail and the Lake Skinner Trail. This is the network of trails connecting the Salt Creek Trail, the trails at DVL, and Lake Skinner. The Lakeview Trail, and the North Hills trails and certain trails at Lake Skinner already exist. County Parks is planning and constructing a trail project known as the Salt Creek Trail Project (which is separate from the potential recreational projects described herein) and is also jointly funding a study with MWD for the trails connecting DVL and Lake Skinner. These trails are essential for regional trail connectivity.

8.2.1. Lead Agencies: MWD and County Parks

8.2.2. Capital Funding: Subject to approval from their respective governing boards, MWD and County Parks would seek to share costs, and seek grant funding and potential private funding for this Project.

8.2.3. Planning and Entitlement: MWD and County Parks will complete all planning documents for trail interconnections with support from Hemet and seek cooperation from the Reserve Management Committee ("RMC") of the SRCMSR for the approval of such documents, as required.

8.2.4. Design, Permitting and Construction: MWD, the RMC and County Parks will work collaboratively to complete plans and specifications and obtain approvals from the appropriate land-use agency. All environmental documentation will be in compliance with the California Environmental Quality Act (CEQA). MWD will act as the Lead Agency, in close coordination with County Parks. All environmental and permitting mitigation costs and requirements will be the responsibility of MWD and County Parks. Once approved and permitted for construction, MWD and County Parks will be responsible for construction of the project. Hemet will provide support and assist in the portion of the Salt Creek Trail that lies within its incorporated city boundaries and its sphere of influence.

- 8.2.5. Management, Operation, Maintenance and Security:** MWD and County Parks will be responsible for the management, operation, maintenance and security of the trail segments within their respective properties, including all necessary insurance. All management, operations and maintenance and security requirements will be a separate agreement between MWD and County Parks, and will conform with the Multi-Species Habitat Conservation Plan (MSHCP).
- 8.2.6. Marketing and Promotion:** Upon completion of the project, the Parties, including MWD, County Parks and Hemet, will make a good faith effort to promote the trails in the DVL Area.
- 8.3. Expanded leisure spaces.** These are leisure and comfort spaces approximately one quarter acre or less and would be located adjacent to the trail below the DVL East Dam identified in Section 8.1 and are intended to provide opportunities for passive enjoyment of the DVL area such as sitting to enjoy the outdoors, sunrise, and sunset in conjunction with trail usage. It is anticipated that these leisure spaces may include features such as benches, picnic tables, educational areas, and shade structures. These could be constructed individually as resources become available, and would be designed to require the minimum of maintenance.
- 8.3.1. Lead Agency:** Valley-Wide
- 8.3.2. Capital Funding:** Valley-Wide with the support of Hemet and other Parties, will seek grant funding. MWD and EMWD will provide staff resources to Valley-Wide for grant acquisition and processing. These could be sponsored by community organizations, or could be Eagle Scout projects.
- 8.3.3. Planning and Entitlement:** Valley-Wide will secure any necessary entitlement approvals for leisure space construction from Hemet, and will secure appropriate rights-of-way from the landowner, MWD. Such approvals will not be unreasonably withheld and will be provided at no cost my MWD and the City of Hemet.
- 8.3.4. Design, Permitting and Construction:** While construction will be minimal, Valley-Wide will complete plans and specifications and obtain approvals from

Hemet and MWD. To the extent permitted by law, review and approval will not be unreasonably withheld. Valley-Wide will prepare environmental documentation in compliance with CEQA and will act as Lead Agency. Valley-Wide will also prepare and process any needed permits through regulatory agencies. All environmental permitting mitigation costs and requirements will be the responsibility of Valley-Wide. Once approved and permitted for construction, Valley-Wide will be responsible for the construction of the project.

8.3.5. Management, Operations and Maintenance, Asset Replacement, and Security: Once completed, Valley-Wide will be responsible for all management and maintenance responsibilities associated with the parks, including necessary insurance. Additionally, security for the facilities will be managed by Valley-Wide and MWD. All management, operations and maintenance, and security requirements will be subject of a separate agreement between MWD and Valley-Wide.

8.3.6. Marketing and Promotion: Upon completion of the project, the Parties will make a good faith effort to include promotional material regarding leisure spaces in all promotional materials regarding the DVL Area.

8.4. Expanded active sports complex with ball fields and support facilities. This component would expand the existing Valley-Wide sports complex at DVL to include additional ball fields, courts, and/or a gymnasium to accommodate indoor sports. This could be phased in, or constructed as funds become available.

8.4.1. Lead agency: Valley-Wide

8.4.2. Capital Funding: Valley-Wide with the support of the Parties will seek outside grant funding. EMWD will provide staff resources to Valley-Wide for grant acquisition and processing.

8.4.3. Planning and Entitlement: Valley-Wide will secure any necessary entitlement approvals for construction of the sports complex from Hemet and will secure appropriate rights-of-way from the landowner, MWD. Such approvals will not be unreasonably withheld.

- 8.4.4. Design, Permitting and Construction:** Valley-Wide will complete plans and specifications and obtain approvals from Hemet and MWD. To the extent permitted by law, review and approval will not be unreasonably withheld. Valley-Wide will also prepare environmental documentation in compliance with CEQA and may act as Lead Agency, and MWD will act as Responsible Agency. Valley-Wide will also prepare and process any needed permits through regulatory agencies. All environmental and permitting mitigation costs and requirements will be the responsibility of Valley-Wide. Once approved and permitted for construction, Valley-Wide will be responsible for construction of the project.
- 8.4.5. Management, Operations and Maintenance, Asset Replacement and Security:** Once completed, Valley-Wide will be responsible for all management and maintenance responsibilities associated with this Project, including all necessary insurance. Additionally, security for the Project will be managed by Valley-Wide. All management, operations and maintenance, asset replacement strategy and security requirements will be subject of a separate agreement between Valley-Wide and MWD.
- 8.4.6. Marketing and Promotion:** Upon completion of the project, the Parties will make good faith effort to include promotional material regarding the complex in all promotional materials regarding the DVL area.
- 8.5. Recreation lagoon (East Basin).** This is the lagoon site east of the East Dam that was excavated during DVL construction. This lagoon is referenced in many DVL planning documents, including the DVL Lake Park Land Use Plan SP-02-01 (PA3, Recreation lake and swim lagoon) and is depicted in early maps of the DVL complex. The purpose of the lagoon is to facilitate body contact recreation since DVL is a non-body contact reservoir.
- 8.5.1. Lead Agency:** MWD
- 8.5.2. Capital Funding:** MWD will assume the role of lead agency in working with the Hemet, EMWD and the private sector to secure necessary funding.

Advancement of a recreation lagoon is contingent on private sector investments and MWD Board approval.

- 8.5.3. Planning and Entitlement:** MWD will secure any necessary entitlement approvals for lagoon construction with support from Hemet. MWD will secure appropriate rights-of-way. MWD, Hemet and EMWD will enter into a separate agreement regarding the planning, water source and associated recreational plan for the facility.
- 8.5.4. Design, Permitting and Construction:** MWD will complete plans and specifications and obtain approvals from Hemet. To the extent permitted by law, such review and approval will not be unreasonably withheld. MWD will also prepare environmental documentation in compliance with CEQA and will act as Lead Agency. All environmental and permitting mitigation costs and requirements will be the responsibility of MWD. Once approved for construction, MWD will be responsible for the construction of the project.
- 8.5.5. Management, Operations and Maintenance, Asset Replacement and Security:** All management, operations and maintenance and security requirements will be subject of a separate agreement between MWD, and/or Valley-Wide and/or County Parks, who will be responsible for all operations and maintenance and may engage a private sector concessionaire to operate the recreation lagoon facility. This may be done in conjunction with the Camping and recreational vehicle overnight accommodation facilities described in Section 8.6.
- 8.5.6. Marketing and Promotion:** Upon completion of the project, the Parties will make a good faith effort to include promotional material regarding the lagoon in all promotional materials regarding the DVL area.
- 8.6. Camping and recreational vehicle (C&RV) overnight accommodation facilities.**
The camping accommodation would facilitate tent and RV camping in the area east of the East Dam and/or near the East Marina. Currently during sporting tournaments and other events, RVs park in the dirt lots surrounding the ball fields. In addition to other campers, this facility could accommodate existing demand for

guests attending events and tournaments, or for use of the recreation lagoon described in Section 8.5.

8.6.1. Lead Agency: Valley-Wide in coordination with County Parks and MWD will collaborate to identify a private C&RV Developer for the project.

8.6.2. Capital Funding: C&RV Developer will provide private sector funding for the construction of all necessary capital improvements.

8.6.3. Planning and Entitlement: C&RV Developer will seek to secure any necessary entitlement approvals for C&RV overnight accommodation facilities construction from Hemet, and will use its best efforts to secure appropriate rights-of-way from the landowner, MWD. To the extent permitted by law, such approvals will not be unreasonably withheld by MWD or the City of Hemet.

8.6.4. Design, Permitting and Construction: C&RV Developer will complete plans and specifications and obtain approval from Hemet and MWD. Review and approval will not be unreasonably withheld and will be provided at no cost. C&RV Developer or its designee will also prepare environmental documentation in compliance with CEQA and will act as Lead Agency. C&RV Developer will also prepare and process any needed permits through regulatory agencies. All environmental and permitting mitigation costs and requirements will be the responsibility of the C&RV Developer. Once approved and permitted for construction, C&RV Developer will be responsible for construction of the project.

8.6.5. Management, Operations and Maintenance, Asset Replacement and Security: Once complete, C&RV Developer will be responsible for all management and maintenance functions associated with the campgrounds, including all necessary insurance. Additionally, security for the Project will be managed by C&RV Developer. All management, operations and maintenance and security requirements will be subject of a separate agreement between MWD, C&RV Developer and any private concessionaire(s).

8.6.6. Marketing and Promotion: Upon completion of the project, the Parties will make a good faith effort to promote and market facilities in the DVL area.

8.7. Improved access road to DVL East Marina for full time usage. Currently East Marina usage is limited to daylight hours due to wildlife crossing constraints. Constructing certain wildlife improvements would facilitate early morning, evening and night activities and events, as approved by MWD. This enhancement will greatly improve the utility and functionality of the East Marina.

8.7.1. Lead Agency: MWD

8.7.2. Capital Funding: MWD may provide capital funding for the project or may seek grant funding sources.

8.7.3. Planning and Entitlement: MWD will secure any necessary approvals for improved access and will secure appropriate rights-of-way from Hemet. To the extent permitted by law, such approvals will not be unreasonably withheld.

8.7.4. Design, Permitting and Construction: MWD will complete plans and specifications and obtain final review from the Hemet and the SRCMSR. To the extent permitted by law, review and approval will not be unreasonably withheld and will be provided at no cost. MWD will also prepare any necessary environmental documentation in compliance with CEQA and act as Lead Agency. All environmental and permitting mitigation costs and requirements will be the responsibility of MWD.

8.7.5. Management, Operations and Maintenance, Asset Replacement and Security: Once completed, MWD will be responsible for all management and maintenance responsibilities associated with the improved access, including all necessary insurance and security.

8.7.6. Marketing and Promotion: Upon completion of the project, the Parties will make a good faith effort to market and promote events and activities that utilize the extended hours provided by the improved marina access.

9. **Term.** This Memorandum is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties, and shall be in effect for a period of ten (10) years. The Parties will use reasonable best efforts to participate as Implementation Committee

members during the term of this Memorandum, during which time the Parties will use reasonable efforts to adopt and implement the potential and preferred recreational projects identified herein, subject to approval by the Parties' respective governing boards or councils. This Memorandum may be extended for additional ten (10) year terms upon mutual agreement of the parties.

10. Contingencies. The recreational projects developed through this Memorandum are contingent upon the approval and modification by the Parties' respective governing boards or councils, and are also contingent upon the Parties' ability to secure: environmental permitting; funding for capital construction; funding for operations, maintenance and replacement; provisions for providing on-going safety and security; successful participation by the private sector in investment and/or development; the availability of staff resources; and other items deemed necessary to complete such recreational projects.

11. Media. Public information such as press releases, media interviews, public service announcements, marketing and promotional materials concerning the Parties, stakeholders or the Implementation Committee and efforts made under this Memorandum shall be proposed to and approved by a unanimous vote of the Parties.

12. Exhibits

- 12.1.** Exhibit A: Map identifying Diamond Valley Lake Area
- 12.2.** Exhibit B: Map identifying each component and location
- 12.3.** Exhibit C: Opportunities and Constraints

(Signature Provisions on following pages)

13. **Signatures.** In witness whereof, the Parties to this Memorandum through their duly authorized representatives have executed this Memorandum on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Memorandum as set forth herein.

The effective date of this MEMORANDUM is the date of the signature last affixed to this page.

The Metropolitan Water District of Southern California

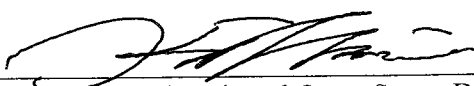
Date

City of Hemet

Date

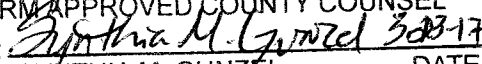
Valley-Wide Recreation and Park District

Date



Riverside County Regional Park and Open-Space District
KEVIN JEFFRIES

APR 11 2017

Date
FORM APPROVED COUNTY COUNSEL
BY: 
SYNTHIA M. GUNZEL DATE

ATTEST:
KECIA HARPER-IHEM, Clerk
By 
DEPUTY

Eastern Municipal Water District

Date