

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



ITEM  
11.3  
(ID # 3920)

MEETING DATE:  
Tuesday, April 18, 2017

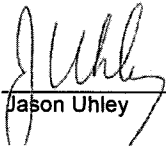
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: 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.

ACTION: Policy

  
Jason Uhley

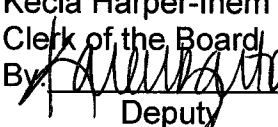
4/5/2017

---

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries 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  
Date: April 18, 2017  
xc: Flood

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$20,000	\$20,000	\$ 60,000	N/A
<b>NET COUNTY COST</b>	\$20,000	\$20,000	\$ 60,000	N/A
<b>SOURCE OF FUNDS:</b> 25190 947560 527240 NPDES Santa Ana Benefit Assessment – NPDES Contributions			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 17/18-19/20	

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

**BACKGROUND:**

**Summary**

This Agreement is necessary for the District to continue 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 like the successful alum treatment in Canyon Lake, 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. The agreement is on LESJWA's April 19, 2017 agenda, for approval.

**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

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

beneficial use restoration for Lake Elsinore and Canyon Lake. This Agreement will allow the District, as the principal NPDES MS4 Permittee, to continue its successful partnership 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 2017-2018 and will be included in the proposed budget(s) for FYs 2018-19 and 2019-20, as appropriate.

**ATTACHMENT:**

Funding Agreement

  
Jeanine Rey

3/27/2017

  
Steve C. Horn

4/10/2017

  
Gregory V. Priamos, Director County Counsel

3/28/2017

FUNDING AGREEMENT

Support for the Implementation and Administration of  
the Watershed Programs for Lake Elsinore and Canyon Lake  
FY 2017/18 – 2019/20

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 River Watershed. LESJWA'S  
member agencies include the Cities of Lake Elsinore and Canyon Lake, County of Riverside,  
Elsinore Valley Municipal Water District and 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 River 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  
County requires DISTRICT, County of Riverside and the 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; and

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

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

11 F. DISTRICT, in accordance with its responsibilities as the principal NPDES  
12 MS4 PERMITTEE, desires to continue its support of LESJWA'S implementation and  
13 administration of these programs to improve water quality in Lake Elsinore, Canyon Lake and  
14 the surrounding San Jacinto River Watershed on behalf of the MS4 PERMITTEES by  
15 contributing twenty thousand dollars (\$20,000) per Fiscal Year (from July 1<sup>st</sup> to June 30<sup>th</sup>) for  
16 Fiscal Year 2017/2018 through Fiscal Year 2019/2020 with a further cap of not to exceed sixty  
17 thousand dollars (\$60,000) for the entire term of this Agreement; and

18 G. DISTRICT and LESJWA desire to enter into this Funding Agreement to  
19 set forth the terms and conditions under which DISTRICT will contribute funding toward  
20 LESJWA'S watershed protection programs to improve water quality in Lake Elsinore, Canyon  
21 Lake and the surrounding San Jacinto River Watershed.

22 NOW, THEREFORE, in consideration of the preceding recitals and the mutual  
23 covenants hereinafter contained, the parties hereto mutually agree as follows:  
24

25 SECTION I

26 LESJWA shall:

- 27 1. Prepare annual invoice(s) in duplicate and submit to DISTRICT  
28 (Attention: Accounts Payable with duplicate copy to the Chief of Watershed Protection  
Division) no later than April 30<sup>th</sup> of each Fiscal Year. The invoice amount shall not exceed



SECTION III

It is further mutually agreed:

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

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

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

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

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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

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

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

9. This Agreement is to be construed in accordance with the laws of the State of California.

10. If any provision of this Agreement 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.

11. 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 the Agreement 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.

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

13. Any waiver by DISTRICT or LESJWA of any breach by the other of any one or more of the terms of this Agreement 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



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DISTRICT or LESJWA to require from the other exact, full and complete compliance with any terms of the Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or LESJWA from enforcement hereof.

14. This Agreement 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 Agreement may be changed or modified only upon the written consent of the parties hereto.

//

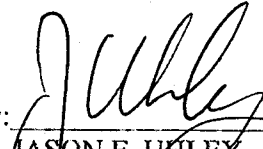
//

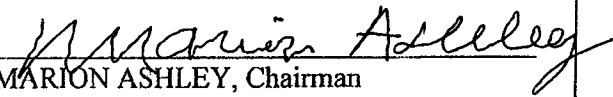
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on  
APR 18 2017

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

By:   
JASON E. UHLEY  
General Manager-Chief Engineer

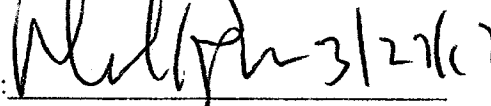
By:   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

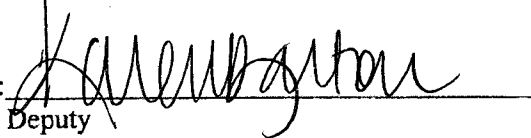
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By:  3/27/17  
NEAL R. KIPNIS  
Deputy County Counsel

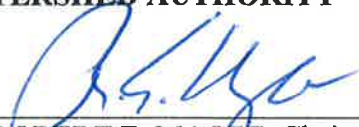
By:   
Deputy

(SEAL)

Funding Agreement FY 2017/18 – 2019/20  
Lake Elsinore and San Jacinto Watershed Authority  
02/07/17  
SEM:blm:cw

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**LAKE ELSINORE AND SAN JACINTO  
WATERSHED AUTHORITY**

By:   
\_\_\_\_\_  
ROBERT E. MAGHEE, Chair  
Lake Elsinore and San Jacinto Watershed  
Authority Board of Directors

Funding Agreement FY 2017/18 – 2019/20  
Lake Elsinore and San Jacinto Watershed Authority  
02/07/17  
SEM:blm:cw