



bay restoration commission

STEWARDS OF SANTA MONICA BAY

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December 10, 2012

Agenda Item #3d

To: Governing Board, SMBRC

From: Shelley Luce, Executive Director

Subject: Consideration of Approval of Integrated Regional Water Management Planning (IRWMP) Memorandum of Understanding (MOU)

Action Requested of the Governing Board:

- Governing Board approval of the revised IRWMP MOU (attached)

Summary

The SMBRC participates in the Greater Los Angeles County IRWMP which was established pursuant to specific provisions of Proposition 50 to facilitate long-term funding for various water quality, water supply, environmental, and health and safety projects within the region, pursuant to consensus among the participating entities within the region. To continue to receive planning and implementation funding from the state, the region is required to enter into an MOU that establishes the organizational structure and regional influence of the IRWMP, as well as the general decision making and consensus building structure.

Background

Since the inception of the IRWMP, the SMBRC has played a significant, active role in its development and policy direction. Executive Director Luce is a voting member of the IRWMP's Leadership Committee, representing the "Open Space" Water Management Area—essentially presenting a position that is consistent with the SMBRC's Bay Restoration Plan goals, as applied to the greater IRWMP region. SMBRC staff continues to play an active role in potential project consideration through participation in the IRWMP's various regional subcommittees, as well as at the Leadership Committee level.

This Governing Board adopted the IRWMP's original MOU in 2006 and an amended version in 2008. The 2008 authorization is set to expire at the end of 2012. The updated MOU extends the authorization to 2017 and makes minor cleanup changes. Otherwise, there are no substantive differences between the 2008 version and the one proposed here.

Becoming a signatory to the MOU is not a prerequisite to receiving funding through state bonds (such as Proposition 84), however it ensures that the SMBRC maintains an active participatory and decision making position within the IRWMP.

our mission: to restore and enhance the santa monica bay through actions and partnerships that improve water quality, conserve and rehabilitate natural resources, and protect the bay's benefits and values





Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation

This Memorandum of Understanding (MOU) is entered into by and among the following entities which are members of the Greater Los Angeles County Region Integrated Regional Water Management Plan Leadership Committee for the purpose of developing, administering, updating and implementing an Integrated Regional Water Management Plan for the Greater Los Angeles County Region: Cities of Las Virgenes Municipal Water District, Los Angeles, Malibu, Torrance, City of Los Angeles Department of Water and Power, Council for Watershed Health, Los Angeles County Flood Control District, Main San Gabriel Basin Watermaster, Metropolitan Water District, Raymond Basin Management Board, Rivers and Mountains Conservancy, San Gabriel Basin Water Quality Authority, Sanitation Districts of Los Angeles County, Santa Monica Bay Restoration Commission, Water Replenishment District, West Basin Municipal Water District. Signatories to this MOU shall hereinafter be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, it is in the interests of the Parties, and the region served by the Parties, that the water resources the Parties share in common are responsibly managed, protected, and conserved to the extent feasible; and,

WHEREAS, most of the Parties entered into an MOU in 2008 to coordinate and share information concerning water resources management planning programs and projects and other information for grant funding and Integrated Regional Water Management Plan (IRWMP) implementation, and to improve and maintain overall communication among the Parties which is set to expire on December 31, 2012.

WHEREAS, the Parties desire to enter into a new MOU to continue as a Regional Water Management Group (RWMG) to develop, administer, update and implement an IRWMP for the Greater Los Angeles County Region (defined in Exhibit A and hereinafter referred to as GLAC IRWM Region), in accordance with the Integrated Regional Water Management Planning Act of 2002, Division 6, Part 2.2 of the California Water Code as such Act may be amended hereafter.

NOW, THEREFORE, it is mutually understood and agreed as follows:

our mission: to restore and enhance the santa monica bay through actions and partnerships that improve water quality, conserve and rehabilitate natural resources, and protect the bay's benefits and values





The recitals set forth above are incorporated herein and constitute a part of the MOU among the Parties.

Upon the effective date of this MOU, the RWMG is hereby continued and includes each of the Parties.

SECTION 1: PURPOSES AND GOALS

1.1 Purposes and Goals:

The Parties desire to continue to coordinate and share information concerning water resources management planning programs and projects and other information for grant funding and IRWMP implementation, and to improve and maintain overall communication among the Parties. It is anticipated that coordination and information sharing among the Parties will assist the agencies in achieving their respective missions and contribute to the overall well-being of the GLAC IRWM Region. It is expected that all Parties will cooperate and coordinate with one another in order to achieve these goals.

SECTION 2: JOINT AGENCY PLANNING FOR PROJECTS AND PROGRAMS

2.1 Projects and Programs:

It is the intent of the Parties that they coordinate and collaborate as a RWMG to develop and implement projects and programs. Such coordination can achieve greater benefits than single purpose projects. Applicable projects and programs include, but are not limited to, the following:

2.1.1 An IRWMP for the GLAC IRWM Region.

2.1.2 Solicitation of external funding for implementation of the IRWMP for the GLAC IRWM Region.

2.2 Formation of the RWMG and Adoption of the IRWMP:

2.2.1 Leadership Committee signatories that execute this MOU shall constitute the RWMG pursuant to Cal. Water Code section 10539. The RWMG shall facilitate the development and implementation of the IRWMP for the GLAC IRWM Region. Adoption of the IRWMP for the GLAC IRWM Region in accordance with the Integrated Regional Water Management Planning Act of 2002 requires a simple majority vote of the RWMG.





2.2.2 The RWMG established by execution of this MOU will serve as the RWMG for the GLAC IRWM Region IRWM Program.

2.3 Operations of the RWMG.

2.3.1 The Parties acknowledge that previously adopted Operating Guidelines, which serve as the basis for the RWMG's decision-making process, will be reviewed and revisions will be proposed by the RWMG as necessary.

2.4 Endorsement by Other entities.

2.4.1 Other entities are encouraged to endorse this MOU by passing a resolution to demonstrate support for the GLAC-IRWM Region's IRWMP. Such endorsements do not obligate said entities beyond the demonstration of support for regional water management cooperation. Said entities will not be members of the RWMG or Parties unless they are added by amendment to the MOU upon agreement of Parties.

SECTION 3: GENERAL PROVISIONS

3.1 Term: This MOU shall become effective upon signature or counter-signature of a majority of the Parties and shall expire on December 31, 2017, or upon its replacement by the adoption of a subsequent MOU, Agreement, or Joint Powers Authority Agreement, or unless earlier terminated by mutual written agreement of a majority of the Parties. Any Party may terminate its participation in this MOU upon 60 days' written notice to the remaining Parties.

3.2 Construction of Terms: This MOU is for the sole benefit of the Parties and shall not be construed as granting rights to any person other than the Parties or imposing obligations on a Party to any person other than another Party.

3.3 Good Faith: Each Party shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the purposes and goals of this MOU and the satisfactory performance of its terms.

3.4 Governing Law: This MOU is made under and shall be governed by the laws of the State of California.

3.5 Execution: This MOU may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this MOU represent that they have the authority to bind their respective Party to this MOU.

3.6 Succession: Successor appointees shall sign this MOU prior to being seated on the Leadership Committee.

3.7 Administration: The Chair of the Leadership Committee will be responsible for the ongoing administration of the MOU.



3.8 Financial Commitment: Neither the signing of this MOU nor the adoption by the governing boards of the Parties commits any Party to any financial obligation.

3.9 Severability: The provisions of this MOU shall be deemed severable, and the invalidity, illegality or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provisions. In the event any provision of this MOU is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner which gives effect to the intent of the Parties in entering into this MOU.

3.10 This MOU may be amended or modified only by written mutual consent of all Parties that are members of the RWMG at the time of such amendment or modification. No waiver of any term or condition of this MOU or any Party shall be a continuing waiver thereof.

3.11 There may be additional Parties entering into this MOU by amendment. Any MOU amendment adding a new Party or Parties must be approved by all Parties.

3.12 If any provision of the MOU is held, determined or adjudicated to be illegal, void or unenforceable by a court of competent jurisdiction, the Parties agree that the remainder of this MOU shall be given effect to the fullest extent possible.

3.13 Notice: Any correspondence, communication or contact concerning this MOU shall be directed to the following:

Ms. Barbara Cameron
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265

Mr. Rob Beste
City of Torrance
20500 Madrona Avenue
Torrance, CA 90503

Mr. Shahram Kharaghani
City of Los Angeles, Bureau of Sanitation
2714 Media Center Drive
Los Angeles, CA 90065

Mr. Dave Pettijohn
City of Los Angeles Department of Water and Power
111 North Hope Street, Room 1460
Los Angeles, CA 90012



Ms. Nancy Steele
Council for Watershed Health
700 North Alameda Street
Los Angeles, CA 90012

Mr. Randall Orton
Las Virgenes Municipal Water District
1232 Las Virgenes Road
Calabasas, CA 91302
Ms. Gail Farber
Los Angeles County Flood Control District
900 South Fremont
Alhambra, CA 91803

Ms. Wendy La
Main San Gabriel Basin Watermaster
725 North Azusa Avenue
Azusa, CA 91702

Mr. Jeffrey Kightlinger
Metropolitan Water District
700 North Alameda Street
Los Angeles, CA 90012

Mr. Tony Zampiello
Raymond Basin Management Board
725 North Azusa Avenue
Azusa, CA 91702

Mr. Mark Stanley
Rivers and Mountains Conservancy
100 North Old San Gabriel Canyon Road
Azusa, CA 91702

Mr. Randy Schoellerman
San Gabriel Basin Water Quality Authority
1720 West Cameron Avenue, Suite 100
West Covina, CA 91790

Ms. Grace R. Chan
Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90607





Ms. Shelley Luce
Santa Monica Bay Restoration Commission
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Mr. Robb Whitaker
Water Replenishment District of Southern California
4040 Paramount Boulevard
Lakewood, CA 90712

Mr. Richard Nagel
West Basin Municipal Water District
17140 South Avalon Boulevard, Suite 210
Carson CA 90746

3.14 Notice shall be deemed as given upon personal delivery, receipt of fax confirmation, or five days after deposit in U.S. Mail, first-class postage, prepaid, and addressed as set forth above.





IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

LOS ANGELES COUNTY
FLOOD
CONTROL DISTRICT,
a body corporate and politic

By

Chief Engineer

APPROVED AS TO FORM:

By _____

