



# bay restoration commission

STEWARDS OF SANTA MONICA BAY

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November 8, 2012

Agenda Item: 3 a ii

To: SMBRC Executive Committee

From: Shelley Luce, Executive Director

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

**Action Requested of the Executive Committee:**

- Recommend Governing Board approval of the revised IRWMP MOU

**Background:**

The SMBRC participates in the Greater Los Angeles Area 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.

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 a modified version again in 2008. The original MOU was specific to funding from Proposition 50, while the 2008 MOU was a broader document, applicable to any future funding source.

The 2008 MOU expires December 31, 2012 and does not have an extension provision. The new MOU will be substantively the same as the 2008 version, with only minor cleanup language. Los Angeles County Department of Public Works staff is preparing the 2012 version and will release it within a few weeks. A current MOU is necessary in order for the Los Angeles region to continue to apply for grants under this program.

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

The 2008 MOU is attached for your review.

*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*



1 MEMORANDUM OF UNDERSTANDING  
2 FOR  
3 INTEGRATED REGIONAL WATER MANAGEMENT PLANNING AND  
4 IMPLEMENTATION  
5

6 This Memorandum of Understanding (MOU) is entered into by and among  
7 members of the Greater Los Angeles County Region Integrated Regional Water  
8 Management Plan Leadership Committee for the purpose of developing, administering,  
9 updating and implementing an Integrated Regional Water Management Plan for the  
10 Greater Los Angeles County Region. Signatories to this MOU shall hereinafter be  
11 referred to individually as "Party" or collectively as "Parties".  
12

13 RECITALS  
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15 WHEREAS, it is in the interests of the Parties, and the region served by the Parties, that  
16 the water resources the Parties share in common are responsibly managed, protected, and  
17 conserved to the extent feasible; and,  
18

19 WHEREAS, the Parties desire to develop, administer, update and implement an  
20 Integrated Regional Water Management Plan (hereinafter referred to as "IRWMP") for  
21 the Greater Los Angeles County Region (defined in Exhibit A), in accordance with the  
22 Integrated Regional Water Management Planning Act of 2002, Division 6, Part 2.2 of the  
23 California Water Code as such Act may be amended hereafter.  
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25 NOW, THEREFORE, it is mutually understood and agreed as follows:  
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27 SECTION 1: PURPOSES AND GOALS  
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29 1.1 Purposes and Goals:  
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31 The Parties desire to coordinate and share information concerning water resources  
32 management planning programs and projects and other information for grant funding and  
33 IRWMP implementation, and to improve and maintain overall communication among the  
34 Parties. It is anticipated that coordination and information sharing among the Parties will  
35 assist the agencies in achieving their respective missions and contribute to the overall  
36 well-being of the region. It is expected that all parties will cooperate and coordinate with  
37 one another in order to achieve the goals written above.  
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40 SECTION 2: JOINT AGENCY PLANNING FOR PROJECTS AND PROGRAMS  
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42 2.1 Projects and Programs:  
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44 It is the intent of the Parties that they coordinate and collaborate to develop and  
45 implement projects and programs. Such coordination can achieve greater benefits than

46 single purpose projects. Applicable projects and programs include, but are not limited to,  
47 the following:

48  
49 2.1.1 An IRWMP for the Greater Los Angeles County Region.

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51 2.1.2 Solicitation of external funding for implementation of the IRWMP for the  
52 Greater Los Angeles County Region.

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54 2.2 Formation of Regional Water Management Group (RWMG) and Adoption of the  
55 IRWMP:

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57 2.2.1 Leadership Committee signatories that execute this MOU shall constitute  
58 the Regional Water Management Group (RWMG) pursuant to Cal. Water Code  
59 section 10537. The RWMG shall facilitate the development and implementation  
60 of the Greater Los Angeles County Region IRWMP. Adoption of the IRWMP  
61 for the Greater Los Angeles County Region in accordance with the Integrated  
62 Regional Water Management Planning Act of 2002 requires a simple majority  
63 vote of the RWMG.

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65 2.2.2 The Regional Water Management Group established by execution of this  
66 MOU will serve as the Regional Water Management Group for the Greater Los  
67 Angeles County Region IRWMP.

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69 2.3 Operations of the RWMG

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71 2.3.1 The Parties acknowledge that Operating Guidelines will be adopted and  
72 revised by the RWMG and will be the basis for the decision-making process.

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74 2.4 Endorsement by other parties

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76 2.4.1 Other parties are encouraged to endorse this MOU to demonstrate support  
77 for the Greater Los Angeles County IRWMP. Such endorsements do not obligate  
78 said parties beyond the demonstration of support for regional water management  
79 cooperation. Said parties will not be members of the RWMG.

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81 **SECTION 3: GENERAL PROVISIONS**

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83 3.1 Term: This MOU shall become effective on the date first written above and shall  
84 expire on December 31, 2012 or upon its replacement by the adoption of a subsequent  
85 MOU, Agreement, or Joint Powers Authority Agreement, or unless earlier terminated by  
86 mutual written agreement of a majority of the Parties. Any Party may terminate its  
87 participation in this MOU upon 60 days' written notice to the remaining Parties.

88  
89 3.2 Construction of Terms: This MOU is for the sole benefit of the Parties and shall not  
90 be construed as granting rights to any person other than the Parties or imposing  
91 obligations on a Party to any person other than another Party.

92

93 3.3 Good Faith: Each Party shall use its best efforts and work wholeheartedly and in good  
94 faith for the expeditious completion of the purposes and goals of this MOU and the  
95 satisfactory performance of its terms.

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97 3.4 Governing Law: This MOU is made under and shall be governed by the laws of the  
98 State of California.

99

100 3.5 Execution: This MOU may be executed in counterparts and the signed counterparts  
101 shall constitute a single instrument. The signatories to this MOU represent that they have  
102 the authority to bind their respective Party to this MOU.

103

104 3.6 Succession: Successor appointees shall sign this MOU prior to being seated on the  
105 Leadership Committee.

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107 3.7 Administration: The Chair of the Leadership Committee will be responsible for the  
108 ongoing administration of the MOU.

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110 3.8 Financial Commitment: Neither the signing of this MOU nor the adoption by the  
111 governing boards of the Parties commits any Party to any financial obligation.

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113 3.9 Severability: The provisions of this MOU shall be deemed severable, and the  
114 invalidity, illegality or unenforceability of any provision of this MOU shall not affect the  
115 validity or enforceability of any other provisions. In the event any provision of this MOU  
116 is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that  
117 clause in a manner which gives effect to the intent of the Parties in entering into this  
118 MOU.

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120 3.10 Effective Date: This MOU shall take effect upon signature or counter-signature of a  
121 majority of the Parties. Each additional Party shall have up to 60 days after the effective  
122 date to sign the MOU.

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### EXHIBIT A

#### Description of the Greater Los Angeles County Region IRWMP (Region)

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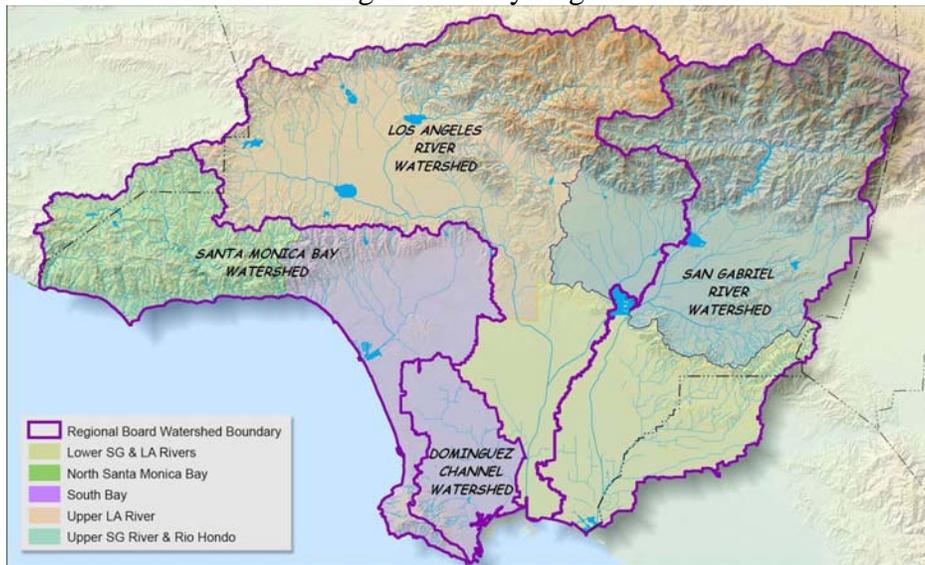
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The Region, an area of approximately 2,058 square miles, is located in coastal southern California. The Region contains portions of four counties; Los Angeles, Orange, Ventura, and San Bernardino. The region encompasses the following watersheds: The Los Angeles River watershed, the San Gabriel River watershed, the Santa Monica Bay watershed, and the Dominguez Channel watershed. The region is organized into five sub-regions: the Lower San Gabriel and Los Angeles Rivers, the North Santa Monica Bay, the South Bay, the Upper Los Angeles River, and the Upper San Gabriel River and Rio Hondo.

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Greater Los Angeles County Region Watersheds



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Greater Los Angeles County Sub-Regions



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

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Date: \_\_\_\_\_