



# bay restoration commission

STEWARDS OF SANTA MONICA BAY

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January 21, 2016

Agenda Item #3 a iv

To: Executive Committee, SMBRC

From: Tom Ford, Executive Director

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

**Action Requested of the Executive Committee:**

Review and recommend Governing Board consideration of approval of the revised IRWMP MOU (attached).

**Background**

The Greater Los Angeles Area IRWMP 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. In order 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 by serving as a voting member of the IRWMP's Leadership Committee, representing the "Open Space" Water Management Area. Staff assigned to the SMBRC also play an active role in potential project consideration through participation in the IRWMP's regional subcommittees that cover various parts of the Santa Monica Bay watershed. These representations are consistent with the goals of the Bay Restoration Plan (BRP), facilitate BRP implementation funding, and facilitate collaboration of project implementation throughout the greater IRWMP region.

This Governing Board adopted the IRWMP's original MOU in 2006 and a revision to the MOU in October 2008 which broadened the funding sources applicable to the IRWMP. The latest revision presented here for consideration pertains to the addition of two provisions (highlighted in the attachment below) that clarify membership requirements of the IRWMP's Leadership Committee.

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.



**Memorandum of Understanding for  
Integrated Regional Water Management Planning and  
Implementation for the  
Greater Los Angeles County Region**

This Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation ("**MOU**") is dated (*month, day*) 2015 ("**Effective Date**") and is between the signatories to this MOU, each of which is referred to individually as a "**Party**" and collectively as the "**Parties**."

The Parties are each local agencies or non-profit organizations involved with regional water management issues in the Greater Los Angeles County ("**GLAC**") area shown on Exhibit A (the "**GLAC Region**").

It is in the best interests of the Parties and the GLAC Region that the Parties' shared water resources are responsibly managed, protected, and conserved to the extent feasible.

Pursuant to the Integrated Regional Water Management Planning Act of 2002, Division 6, Part 2.2 of the California Water Code (the "**Act**"), several of the Parties entered into a Memorandum of Understanding in 2008 ("**2008 MOU**"), which was renewed in 2012 ("**2012 MOU**"). The purpose of those memoranda of understanding was to formally establish a governance structure called the "Leadership Committee" 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.

The 2012 MOU established that the Leadership Committee would become the Regional Water Management Group ("**RWVG**") for the GLAC Region, in accordance with the Act. The 2012 MOU will expire on December 31, 2017.

The Parties intend by this MOU to continue the RWVG, provide procedures for adding and replacing members of the RWVG, and to develop, administer, update, and implement an IRWMP for the GLAC Region.

The Parties therefore agree as follows:

**SECTION 1. PURPOSES AND GOALS**

The Parties desire 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 Parties in achieving their respective missions and contribute to the overall well-being of the GLAC Region.

## SECTION 2. JOINT PLANNING FOR PROJECTS AND PROGRAMS

### 2.1 Projects and Programs:

The Parties intend to coordinate and collaborate to develop and implement projects and programs. The Parties recognize that coordinated projects 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 Region; and

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

2.2 Formation of the RWMG. The Parties hereby re-establish and continue the RWMG pursuant to California Water Code section 10539.

2.3 Governance and Operations of the RWMG. The RWMG is also known as the "Leadership Committee" and is composed of the Parties. The RWMG's procedures are set forth in the *Guidelines for the Operation of the Regional Water Management Group and Steering Committees for the Greater Los Angeles County Region Integrated Regional Water Management Plan* ("**Operating Guidelines**") attached as Exhibit B. The Operating Guidelines serve as the basis for the RWMG's decision-making process, and will be reviewed by the RWMG as necessary and may be amended by vote of the RWMG according to the voting procedure set forth in the Operating Guidelines. The Operating Guidelines must be consistent with this MOU, and are void to the extent they are in conflict with this MOU.

2.4 New Parties: Any non-Party may become a member of the RWMG and a Party to this MOU upon the following conditions:

2.4.1 The prospective member is a public agency or non-profit organization that has a role in water supply or water management and is approved as a member according to the procedures set forth in the Operating Guidelines (as that term is defined above); and

2.4.2 The prospective member formally approves and duly executes and agrees to be bound by this MOU; and

2.4.3 The prospective member is approved by a majority vote of the Leadership Committee.

2.5 Membership Requirement and Notification: When a non-Party entity is voted to be a member of the RWMG, that member-elect must approve and sign this MOU within 90 days after election in order to be formally seated on the RWMG. Upon the member-elect's approval of this MOU, the member-elect will automatically become a Party under this MOU, and may replace an outgoing Party in accordance with the Operating Guidelines. Exhibit C to this MOU will be changed to add the new Party and to delete the outgoing Party, if any. Exhibit C will be made public on the RWMG's website, and the Chair of the Leadership Committee shall cause a written notice of the Party change to be mailed to all Parties within 10 business days after the change. The addition of (or replacement of a Party by) a new member-elect will be made through this procedure and does not require an amendment to this MOU.

#### 2.4.2.6 Preparation and Adoption of the IRWMP

2.4.12.6.1 The RWMG will facilitate the development and implementation of the IRWMP for the GLAC IRWM Region.

2.4.22.6.2 The Parties each hereby adopt and approve the IRWMP. The Parties also hereby adopt and approve any updated IRWMP that is approved by the RWMG according to the procedures set forth in the Operating Guidelines.

2.52.7 Endorsement by Other Entities. The Parties should encourage other entities to adopt resolutions endorsing the GLAC IRWM Region's IRWMP. Endorsements do not obligate entities beyond the demonstration of support for regional water management cooperation. Entities endorsing the GLAC IRWM Region's IRWMP will not be members of the RWMG or Parties unless they are added to the MOU in accordance with Section 2.

### **SECTION 3. GENERAL PROVISIONS**

3.1 Term: This MOU will become effective on approval of a majority of the Parties and will expire on December 31, 2020.

3.2 Construction of Terms: This MOU is for the sole benefit of the Parties and does not grant rights to any non-Party or impose obligations on a Party in favor of any non-Party.

3.3 Good Faith: Each Party shall use reasonable efforts and work 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 will be governed by the laws of the State of California.

3.5 Execution: This MOU may be executed in counterparts and the signed counterparts will 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.~~

3.6 Termination: This MOU may be 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. When a Party is no longer a member of the RWMG, that Party's participation in this MOU automatically terminates. Termination of a Party pursuant to this provision does not prevent that terminated party from endorsing the IRWMP.

3.7 Administration: The Chair of the Leadership Committee will be responsible for the ongoing administration of this 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 are severable, and the invalidity, illegality or unenforceability of any provision of this MOU will not affect the validity or enforceability of any other provisions. If 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 Amendments: 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 the amendment or modification. No waiver of any term or condition of this MOU or any Party will be a continuing waiver.

3.11 Supersession: This MOU supersedes and replaces the 2008 MOU and the 2012 MOU, both of which are of no further force or effect.

3.12 Notice:

3.12.1 Any correspondence, communication or contact concerning this MOU must be directed to the Parties at the name and address listed in Exhibit C. The Parties agree to timely inform the Chair of the Leadership Committee of any changes needed in the name or address of their respective representatives. After such a change is made pursuant to the Operating Guidelines, the Chair will provide all Parties with an updated copy of Exhibit C. The Chair shall ensure that a current version of Exhibit C is posted to the RWMG's website.

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

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

*[Signatures appear on following pages.]*

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

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

MARY C. WICKHAM

| ~~Interim~~ County Counsel

By \_\_\_\_\_  
Deputy