REGULAR COMMISSION MEETING
TUESDAY, FEBRUARY 6, 2018 – 9:30 A.M.

AGENDA

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE (Susan Lien Longville, Chair)

2. ROLL CALL

3. PUBLIC COMMENTS
Members of the public may address the Commission on items within the jurisdiction of the Commission; however, no action may be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code §54954.2(b).

4. CONSENT CALENDAR
All matters listed on the Consent Calendar are considered routine and non-controversial and will be acted upon by the Commission by one motion as listed below.

A. APPROVAL OF MEETING MINUTES: JANUARY 16, 2018 ......................................................... 7
   Recommendation: Approve as posted.

5. NEW BUSINESS
   A. MEMORANDUM OF UNDERSTANDING (MOU) WITH THE HOUSING AUTHORITY OF THE CITY OF RIVERSIDE | POLICY PRINCIPLES FOR THE DISADVANTAGED COMMUNITIES INVOLVEMENT PROGRAM (CM#2018.9) ........................................ 13
      Presenter: Mike Antos
      Recommendation: Review and provide feedback about the following:
      1) Policy principles that describe the implementation of the Disadvantaged Communities Involvement Program; and,
      2) DRAFT Memorandum of Understanding (MOU) with the Housing Authority of the City of Riverside to research and evaluate potential programs and projects that develop permanent supportive housing for individuals living unsheltered within riparian areas that will provide an opportunity for the watershed to realize improvements in water quality, riparian and aquatic habitat, recreational areas in the shared region of interest, and reducing the loss of life in flood events.
B. **WECAN PROGRAM – MOU SECOND AMENDMENT WITH WEST VALLEY WATER DISTRICT AND TASK ORDER NO. 3 FOR ECOTECH SERVICES, INC. (CM#2018.10)**

**Presenter:** Mike Antos  
**Recommendation:** Approve a Second Amendment to the Memorandum of Understanding (MOU) with the West Valley Water District and the associated Task Order No ECOT397-03 with EcoTech Services, Inc., for an amount not to exceed $27,600 for irrigation repairs at homes to ensure they qualify to participate in WECAN Program.

C. **PROPOSITION 84 2015 GRANT AGREEMENT AMENDMENT – RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PROJECT (CM#2018.11)**

**Presenter:** Ian Achimore  
**Recommendation:** Direct staff to execute an amendment to the Grant Agreement between SAWPA and the Department of Water Resources to reflect the revised 2015 Integrated Watershed Protection Program.

D. **QUITCLAIM OF EASEMENT – CITY OF LAKE ELSINORE (CM#2018.15)**

**Presenter:** Carlos Quintero  
**Recommendation:** Quitclaim an existing easement for utility and roadway purposes to the City of Lake Elsinore.

E. **PROPOSITION 1 IRWM STATUS AND SACRAMENTO TRIP (CM#2018.12)**

**Presenter:** Mark Norton  
**Recommendation:** Receive and file.

F. **SPONSORSHIP OF MAVEN’S NOTEBOOK AND CALIFORNIA WATER LIBRARY (CM#2018.17)**

**Presenter:** Rich Haller  
**Recommendation:** Approve a donation of $500 to Maven’s Notebook and $1,000 to the California Water Library.

G. **COMMISSIONER REPRESENTATION ON THE OWOW STEERING COMMITTEE (CM#2018.13)**

**Presenter:** Rich Haller  
**Recommendation:** Adopt Resolution No. 2018-1 establishing a rotation of appointments to the One Water, One Watershed (OWOW) Steering Committee and rescinding Resolution No. 2017-12.

H. **REQUEST FOR APPROVAL TO ATTEND INTERNATIONAL CONFERENCE (CM#2018.16)**

**Presenter:** Rich Haller  
**Recommendation:** Authorize SAWPA staff member Mike Antos to attend the Sino-American Technology & Engineering Conference in Beijing, China, May 13-20, 2018, for a total of five (5) working days, excluding travel, lodging and per diem expenses.

I. **SAWPA WEBSITE – WWW.SAWPA.ORG (CM#2018.14)**

**Presenter:** Dean Unger  
**Recommendation:** Receive and file.
6. INFORMATIONAL REPORTS
   Recommendation: Receive for information.

   A. CHAIR’S COMMENTS/REPORT
   B. COMMISSIONERS’ COMMENTS
   C. COMMISSIONERS’ REQUEST FOR FUTURE AGENDA ITEMS

7. CLOSED SESSION
   A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1)
      Name of Case: Spiniello Companies v. Charles King Company, Inc., Santa Ana Watershed Project Authority, The Ohio Casualty Insurance Company (Superior Court of Los Angeles BC616589)
   B. PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATOR
      SAWPA Designated Representative: General Manager Richard E. Haller
      Non-Represented Employees: All SAWPA employees

8. ADJOURNMENT

Americans with Disabilities Act: If you require any special disability related accommodations to participate in this meeting, please call (951) 354-4230 or email kberry@sawpa.org. Notification at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

Materials related to an item on this agenda submitted to the Commission after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, and available at www.sawpa.org, subject to staff’s ability to post documents prior to the meeting.

Declaration of Posting
I, Kelly Berry, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on Thursday, February 1, 2018, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.org and posted in SAWPA’s office at 11615 Sterling Avenue, Riverside, California.

/s/
Kelly Berry, CMC
### 2018 SAWPA Commission Meetings/Events

First and Third Tuesday of the Month

(NOTE: Unless otherwise noticed, all Commission Workshops/Meetings begin at **9:30 a.m.**, and are held at SAWPA.)

<table>
<thead>
<tr>
<th>January</th>
<th>February</th>
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<tbody>
<tr>
<td>1/2/18</td>
<td>Commission Workshop [cancelled]</td>
</tr>
<tr>
<td>1/16/18</td>
<td>Regular Commission Meeting</td>
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<tr>
<td>March</td>
<td>April</td>
</tr>
<tr>
<td>3/6/18</td>
<td>Commission Workshop</td>
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<tr>
<td>3/20/18</td>
<td>Regular Commission Meeting</td>
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<td>May</td>
<td>June</td>
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<tr>
<td>5/1/18</td>
<td>Commission Workshop</td>
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<tr>
<td>5/8 – 5/11/18</td>
<td>ACWA Spring Conference, Sacramento</td>
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<tr>
<td>5/15/18</td>
<td>Regular Commission Meeting</td>
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<tr>
<td>July</td>
<td>August</td>
</tr>
<tr>
<td>7/3/18</td>
<td>Commission Workshop</td>
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<tr>
<td>7/17/18</td>
<td>Regular Commission Meeting</td>
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<tr>
<td>September</td>
<td>October</td>
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<tr>
<td>9/4/18</td>
<td>Commission Workshop</td>
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<tr>
<td>9/18/18</td>
<td>Regular Commission Meeting</td>
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<tr>
<td>November</td>
<td>December</td>
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<tr>
<td>11/6/18</td>
<td>Commission Workshop</td>
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<td>11/20/18</td>
<td>Regular Commission Meeting</td>
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<td></td>
<td>11/27 – 11/30/18 ACWA Fall Conference, San Diego</td>
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# SAWPA COMPENSABLE MEETINGS

Commissioners and Alternate Commissioners will receive compensation for attending the meetings listed below, pursuant to the Commission Compensation, Expense Reimbursement, and Ethics Training Policy.

**IMPORTANT NOTE:** These meetings are subject to change. Prior to attending any meetings listed below, please confirm meeting details by viewing the website calendar using the following link:


## MONTH OF: FEBRUARY

<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>MEETING DESCRIPTION</th>
<th>LOCATION</th>
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<tbody>
<tr>
<td>2/2/18</td>
<td>10:30 AM</td>
<td>OWOW 3.0 Integrated Stormwater Pillar Meeting</td>
<td>Riverside County Flood Control</td>
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<td>1995 Market Street</td>
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<td></td>
<td>Riverside, CA</td>
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<tr>
<td>2/6/18</td>
<td>CANCELLED</td>
<td>PA 23 Committee Meeting [CANCELLED]</td>
<td>CANCELLED</td>
</tr>
<tr>
<td>2/8/18</td>
<td>10:30 AM</td>
<td>Water Resource Optimization Pillar Mtg</td>
<td>SAWPA</td>
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<tr>
<td>2/12/18</td>
<td>10:00 AM</td>
<td>Water Use Efficiency Pillar Mtg</td>
<td>WMWD</td>
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<td>14205 Meridian Pkwy</td>
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<td></td>
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<td>Riverside, CA</td>
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<tr>
<td>2/14/18</td>
<td>9:00 AM</td>
<td>Lake Elsinore/Cyn Lake TMDL TF Mtg</td>
<td>SAWPA</td>
</tr>
<tr>
<td>2/14/18</td>
<td>10:00 AM</td>
<td>Climate Risk/Response Pillar Mtg</td>
<td>SAWPA</td>
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<tr>
<td>2/14/18</td>
<td>1:30 PM</td>
<td>Basin Monitoring Program Task Force Mtg</td>
<td>SAWPA</td>
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<tr>
<td>2/15/18</td>
<td>CANCELLED</td>
<td>LESJWA Board Meeting</td>
<td>CANCELLED</td>
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<tr>
<td>2/22/18</td>
<td>8:00 AM</td>
<td>PA 22 Committee Meeting</td>
<td>SAWPA</td>
</tr>
<tr>
<td>2/22/18</td>
<td>9:30 AM</td>
<td>OWOW Pillar Integration Mtg</td>
<td>SAWPA</td>
</tr>
<tr>
<td>2/26/18</td>
<td>2:00 PM</td>
<td>OWOW Disadvantaged &amp; Tribal Communities Pillar</td>
<td>SAWPA</td>
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## MONTH OF: MARCH

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<thead>
<tr>
<th>DATE</th>
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<th>MEETING DESCRIPTION</th>
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<tbody>
<tr>
<td>3/14/18</td>
<td>10:00 AM</td>
<td>Climate Risk/Response Pillar Mtg</td>
<td>SAWPA</td>
</tr>
<tr>
<td>3/14/18</td>
<td>1:30 PM</td>
<td>Workshop -- Basin Monitoring Program Task Force 101</td>
<td>SAWPA</td>
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<tr>
<td>3/14/18</td>
<td>2:30 PM</td>
<td>Basin Monitoring Program Task Force Mtg</td>
<td>SAWPA</td>
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<td>SAWPA</td>
</tr>
<tr>
<td>3/22/18</td>
<td>11:00 AM</td>
<td>OWOW Steering Committee Mtg</td>
<td>SAWPA</td>
</tr>
<tr>
<td>3/26/18</td>
<td>2:00 PM</td>
<td>OWOW Disadvantaged &amp; Tribal Communities Pillar Meeting</td>
<td>SAWPA</td>
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The Regular Commission Meeting of the Santa Ana Watershed Project Authority was called to order at 9:30 a.m. by Chair Longville at the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California, only; the telephone conference as noticed was not connected.

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**

2. **ROLL CALL**
   Roll call was duly noted and recorded by the acting Clerk of the Board.

3. **PUBLIC COMMENTS**
   There were no public comments.

4. **WELCOME – HOPE SMYTHE**
   Chair Longville asked that everyone join the Commission in welcoming Hope Smythe, Executive Officer of the Santa Ana Regional Water Quality Control Board. Ms. Smythe shared the Regional Board’s goals, vision, and priorities for the Santa Ana River watershed.

5. **CONSENT CALENDAR**
   A. **APPROVAL OF MEETING MINUTES: DECEMBER 19, 2017**
      Recommendation: Approve as posted.
B. **TREASURER’S REPORT: DECEMBER 2017**  
Recommendation: Approve as posted.

**MOVED,** approve the Consent Calendar.

Result: **Adopted (Unanimously)**

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<thead>
<tr>
<th>Motion/Second:</th>
<th>Whitaker/Hall</th>
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<tbody>
<tr>
<td>Ayes:</td>
<td>Evans, Hall, Longville, Sullivan, Whitaker</td>
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<tr>
<td>Nays:</td>
<td>None</td>
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<td>Abstentions:</td>
<td>None</td>
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<td>Absent:</td>
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6. **NEW BUSINESS**

A. **TECHNICAL WRITING SERVICES – WOODARD & CURRAN (CM#2018.3)**

Mark Norton provided a PowerPoint presentation outlining SAWPA’s need for technical/grant writing services. Norton noted that current and future contracts would be used to prepare various briefing documents for roundtables and Proposition 84 OWOW project implementation, SAWPA’s Business Plan Update, and Brine Line marketing materials.

**MOVED,**
1. Authorize staff to execute Task Order No. RMC504-401-03 with Woodard & Curran in the amount of $34,992 to provide technical writing services in support of the SAWPA Roundtables and Prop 84 project support;
2. Provide feedback on sample outreach brochure format; and,
3. Authorize transfer of $111,842 from labor and $40,570 from benefits budgeted for a full time staff position for FYE 2018 to technical/grant writing consultant support for the following funds: 100, 370-01, 370-02, 373, 374, 384-01, 386, 387, 392.

Result: **Adopted (Unanimously)**

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<tr>
<th>Motion/Second:</th>
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<td>Abstentions:</td>
<td>None</td>
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<tr>
<td>Absent:</td>
<td>None</td>
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B. **POLICY PRINCIPLES AND MEMORANDUM OF UNDERSTANDING (MOU) WITH THE HOUSING AUTHORITY OF THE CITY OF RIVERSIDE (CM#2018.4)**

Rich Haller provided a status report about a Memorandum of Understanding with the Housing Authority of the City of Riverside, and asked that staff be directed to develop policy principles regarding use of Disadvantaged Community Involvement (DCI) project development funding for consideration at the February 6, 2018 SAWPA Commission meeting. Chair Longville noted the General Managers have expressed a desire to provide input and therefore the expectation would be that the Commission consider draft documents on February 6.

Haller expressed the importance of clearly defining SAWPA’s role; SAWPA is not a housing authority but is interested in impacts to water quality. Staff will ensure this is clearly articulated in the documentation. Haller confirmed this would be an ongoing relationship not limited to a particular project. Commissioner Evans noted the importance of the program and that SAWPA’s fundamental goal is water quality in the river.
Commissioner Sullivan noted his position that there should be some distinction between the homeless and disadvantaged communities and what SAWPA will provide to both of those communities. Commissioner Sullivan recommended consideration be given to the message SAWPA sends as we move forward in defining this program.

Chair Longville emphasized that analysis activities would utilize existing grant funding already programmed for this.

**MOVED**, authorize staff to develop policy principles regarding use of Disadvantaged Community Involvement (DCI) project development funding for consideration at the February 6, 2018 SAWPA Commission meeting.

Result: **Adopted (Unanimously)**  
Motion/Second: Evans/Sullivan  
Ayes: Evans, Hall, Longville, Sullivan, Whitaker  
Nays: None  
Abstentions: None  
Absent: None

C. **FINALIZATION OF WATERSHED SIGNAGE WITH BRI COMMUNICATIONS (CM#2018.5)**  
Ian Achimore provided a brief summary of the finalization of the watershed signage with Bri Communications reporting the signs will remain in place for four years. Staff may seek future approval for the signs to remain in place if they prove to be an effective communication tool with the public.

This item was for informational and discussion purposes; no action was taken on Agenda Item No. 5.C.

D. **WASTE WATER INTERCEPTOR CAPACITY AGREEMENT – AMENDMENT NO. 2 (CM#2018.6)**  
David Ruhl presented a background overview of the SARI Mainline Relocation as it relates to Amendment No. 2 to the Waste Water Interceptor Capacity Agreement.

**MOVED**, authorize the execution of Amendment No. 2 to the Waste Water Interceptor Capacity Agreement.

Result: **Adopted (Unanimously)**  
Motion/Second: Sullivan/Hall  
Ayes: Evans, Hall, Longville, Sullivan, Whitaker  
Nays: None  
Abstentions: None  
Absent: None
E. **REACH 4B UPPER RELOCATION – NOTICE OF EXEMPTION (CM#2018.7)**
Carlos Quintero presented a summary background for a Notice of Exemption for the proposed Reach 4B Upper Relocation project to comply with California Environmental Quality Act (CEQA) requirements.

**MOVED,** authorize staff to file a Notice of Exemption with the Riverside County Clerk’s Office for the proposed Reach 4B Upper Relocation project to comply with the California Environmental Quality Act (CEQA) requirements.

Result: **Adopted (Unanimously)**
Motion/Second: Hall/Sullivan
Ayes: Evans, Hall, Longville, Sullivan, Whitaker
Nays: None
Abstentions: None
Absent: None

F. **RESOLUTION NO. 2018-1 – ROTATION OF COMMISSION APPOINTMENTS TO THE OWOW STEERING COMMITTEE (CM#2018.8)**
Rich Haller presented Resolution No. 2018-1 regarding rotation of Commission appointments to the One Water, One Watershed (OWOW) Steering Committee. Commissioner Hall explained her calendar conflict. Chair Longville expressed concern regarding alternate assignments and how it affects the Committee. Commissioner Sullivan suggested postponing the decision. Larry McKenney offered an explanation of why alternates are not allowed, and several options were suggested and discussed.

Staff was directed to conduct a poll of OWOW Steering Committee members in order to determine possible alternative meeting dates for scheduling future meetings.

7. **INFORMATIONAL REPORTS**
The following oral/written reports/updates were received and filed.

A. **CASH TRANSACTIONS REPORT – NOVEMBER 2017**
B. **INTER-FUND BORROWING – NOVEMBER 2017 (CM#2018.1)**
C. **PERFORMANCE INDICATORS/FINANCIAL REPORTING – NOVEMBER 2017 (CM#2018.2)**
D. **OWOW QUARTERLY STATUS REPORT: OCTOBER 1 2017 – DECEMBER 31 2017**
E. **ROUNDTABLE QUARTERLY STATUS REPORT: OCTOBER 1 2017 – DECEMBER 31 2017**
F. **SAWPA GENERAL MANAGERS MEETING NOTES – JANUARY 9, 2018**
G. **STATE LEGISLATIVE REPORT**
H. **CHAIR’S COMMENTS/REPORT**
There were no comments/reports from the Chair.
I. **COMMISSIONERS’ COMMENTS**
Commissioner Evans thanked Hope Smythe and Regional Board staff for their many past efforts.
J. **COMMISSIONERS’ REQUEST FOR FUTURE AGENDA ITEMS**
There were no additional requests for future agenda items.
8. CLOSED SESSION
Chair Longville recessed the meeting to Closed Session at 10:45 a.m. Designated personnel essential to the discussion of Agenda Item Nos. 8.A. and 8.B. were present during the Closed Sessions.

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1)
Name of Case: Spiniello Companies v. Charles King Company, Inc., Santa Ana Watershed Project Authority, The Ohio Casualty Insurance Company (Superior Court of Los Angeles BC616589)

B. PURSUANT TO GOVERNMENT CODE SECTION 54957.6 - CONFERENCE WITH LABOR NEGOTIATOR
SAWPA Designated Representative: General Manager Richard E. Haller
Non-Represented Employees: All SAWPA employees

Chair Longville resumed Open Session at 11:20 a.m. There was no reportable action.

9. ADJOURNMENT
There being no further business for review, Chair Longville adjourned the meeting at 11:21 a.m.

Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, February 6, 2018.

_____________________________________
Susan Lien Longville, Chair

Attest:

_____________________________________
Kelly Berry, CMC
Clerk of the Board
COMMISSION MEMORANDUM NO. 2018.9

DATE: February 6, 2018

TO: SAWPA Commission

SUBJECT: Memorandum of Understanding (MOU) with the Housing Authority of the City of Riverside
Policy Principles for the Disadvantaged Communities Involvement Program

PREPARED BY: Mike Antos, Senior Watershed Manager

RECOMMENDATION

It is recommended that the Commission review and provide feedback about the following:

1) Policy principles that describe the implementation of the Disadvantaged Communities Involvement Program
2) Memorandum of Understanding (MOU) with the Housing Authority of the City of Riverside to research and evaluate potential programs and projects that develop permanent supportive housing for individuals living unsheltered within riparian areas, and provide improvements for water quality, riparian and aquatic habitat, and recreational areas in the shared region of interest

BACKGROUND

Proposition 1 IRWM funding included a requirement for DWR to spend no less than 10% on a Disadvantaged Community Involvement Program which would ensure that members of disadvantaged communities, economically distressed areas, and underrepresented communities were able to participate in IRWM Planning and develop needed projects for implementation. SAWPA, as the approved Regional Water Management Group of the Santa Ana River funding region, was issued this work following submittal of a grant application.

The Disadvantaged Communities Involvement Program (DCI Program) in the region has three Program Elements, within which are twenty separate activities. Within Program Element Three are three activities 1) support the OWOW Plan Update 2018 program, 2) CivicSpark Water Fellows, and 3) Technical Assistance to Communities.

This third activity has a budget of $2.97 million, of which $2.45 million is currently un-allocated to specific tasks. This was by-design in the grant proposal. The intention is that, during the first two Program Elements, the DCI Program team will be interviewing and engaging with many communities and community members, some of whom have previously never been engaged by the IRWM process. From this work new challenges or opportunities will present themselves, and then the Technical Assistance to Communities task will involve selecting an appropriate set to accomplish with the available funds.

The grant application, and the grant agreement, describe a process whereby the Technical Advisory Committee of the DCI Program will consider the list of potential technical assistance efforts, prioritize them using a defined criterion, and then propose specific activities to the OWOW Steering Committee for their concurrence. Once approved, the suite of technical assistance activities would come before the
SAWPA Commission for concurrence, and for action on any necessary requests-for-proposals, task orders, or other contractual and grant administrative needs.

**DISCUSSION**

The attached policy principles (Attachment 1) were developed in response to an action by the SAWPA Commission on January 16, 2018, which directed SAWPA staff to enumerate policy principles that will guide the activity of SAWPA in administering and implementing the DCI Program, in particular the third Program Element activity of Technical Assistance to Communities.

**BACKGROUND**

As a component of the Proposition 1 Disadvantaged Communities Involvement Program (DCI Program), SAWPA is considering how the people experiencing homelessness in the watershed are together an *underrepresented community* in water and watershed planning. The DCI Program grant to SAWPA from DWR supported a Homelessness & Water Symposium in June 2017. Emilio Ramirez, City of Riverside Deputy Director of Community & Economic Development Department was invited to participate as a panelist. SAWPA Commissioner Tom Evans attended the event.

Following the Symposium, Commissioner Evans was approached by colleagues at the City of Riverside about a meeting between the two organizations to consider collaborative work related to homelessness. This meeting was held 10/25/17, at which Commissioners Evans and Longville and Alternate Commissioner Navarro attended. A set of notes from that meeting, originally included with the General Managers report to the Commission on 11/7/17 is attached to this memo (Attachment 2).

Those in attendance at the meeting encouraged staff-level development of a framework for partnership, which was completed over the past months, resulting in the Memorandum of Understanding herein described.

During the past year SAWPA staff researched, conducted meetings, and held two symposia focused on the intersections between homelessness and water management (Attachments 3,4). SAWPA has learned during this time that there are many ways the two items are related (Attachment 5).

Foremost among the lessons learned during this period is the importance of partnerships in alleviating homelessness and the water related challenges faced by and caused by those who are experiencing homelessness. SAWPA has led in efforts to build collaborative plans and programs that support sustainable water management in the region, and given the crisis of homelessness currently faced by the four counties of the watershed this MOU and the work it will produce can help bring more collaborative successes to a significant challenge with social and water dimensions.

**DISCUSSION**

This MOU (Attachment 6) will formalize a partnership between the Housing Authority of the City of Riverside and SAWPA that will generate additional research, planning, and leadership on the issues of homelessness and water. Efforts will be undertaken to develop and seek funding for a pilot program within the City of Riverside that will produce permanent supportive housing while also restoring degraded riparian and aquatic habitat and producing new recreational assets.
CRITICAL SUCCESS FACTORS

OWOW CSF #1 - Continued support from SAWPA commission of OWOW Steering Committee’s decision-making authority as a means of ensuring trust, transparency, and external communications.

OWOW CSF #2 - Active participation of a diverse group of stakeholders representing counties, cities, and water districts, as well as the private sector and the regulatory, environmental, and environmental justice communities who integrate the different interests in the watershed beyond political boundaries. Ensuring all perspectives are heard and valued.

OWOW CSF #5 - A strong reputation and sufficient capacity within SAWPA staff for strategic facilitation, planning, communication, leadership and community engagement

RESOURCE IMPACTS

Staff time associated with the implementation of the MOU will be funded by 100, 373, and 398 accounts. The DCI Program is entirely grant funded within the 398 account.

Attachments:
1. Draft Policy Principles for the Disadvantaged Communities Involvement Program
2. Memo in 11/7/17 GM Report
4. Blog post recap of December 2017 Homelessness & Water Symposium
5. Homelessness & Water Symposium 2 Handout
6. Draft MOU between Housing Authority of the City of Riverside and SAWPA
From the Strategic Plan, approved April 2011 by the SAWPA Commission

Our Mission

SAWPA strives to make the Santa Ana River Watershed sustainable through fact-based planning and informed decision-making, regional and multijurisdictional coordination, and the innovative development of policies, programs, and projects. Our mission is accomplished through a number of specific functions:

- Maintaining peace in the watershed;
- Facilitating conflict resolution through collaborative processes;
- Preparing an integrated watershed-wise water management plan that provides a unified vision for the watershed;
- Operating the Inland Empire Brine Line to convey salt out of the watershed and support economic development;
- Developing water-related initiatives, particularly those that require the participation of several entities;
- Identifying, pursuing, securing and administering supplemental funds for the watershed; and
- Influencing legislation for the benefit of the watershed.

Disadvantaged Communities Involvement Program

Policy Principles

The Disadvantaged Communities Involvement Program is supported by the solid foundation of knowledge and outreach developed throughout earlier OWOW planning efforts. The program is 1) exploring the strengths and needs of overburdened communities in the watershed, 2) through engagement and education is uncovering and sharing the needs and capacities within the water agencies and communities, and 3) ensuring integrated water management projects that are supported by communities are made ready for implementation and prioritized in the OWOW Plan Update 2018.

In pursuit of these outcomes, the following policy principles are adopted by the SAWPA Commission:

- It is in the interest of SAWPA to partner formally or informally with disadvantaged communities or organizations that serve disadvantaged communities in the Santa Ana River watershed for planning (research and evaluation) about challenges and opportunities related to water management and watershed health.
- Collaborative efforts, including or led by SAWPA, that involve multiple interested public agencies or community groups will be emphasized; however, SAWPA can pursue bilateral partnerships that produce knowledge or case examples which can be widely shared in the watershed.
• SAWPA will seek or join partnerships for developing long-term solutions that achieve multiple benefits, have multiple funding options, and appropriately distribute authority and responsibility.

• Following affirmative action by the existing OWOW governance structure, implementation of pilot projects may be undertaken.

• Partnerships formalized with agreements or memoranda of understanding will have specific limits such that SAWPA’s role aligns with its mission, work proposed will have defined funding sources, and the term of the agreement will be defined by the work and/or funding. SAWPA staff will provide routine updates to the Commission about the work of formal partnerships.


• The DCI Program has funding to support technical assistance to communities, and the development of programs and projects. This funding was granted to SAWPA by DWR based on the following language in the grant proposal. This language supports the governance model for allocating those resources to technical assistance or program/project development opportunities identified during the program.

  o During engagement efforts, the program team will learn of projects, plans and programs. Some will be items already known to the OWOW process, while others may be entirely new challenges or opportunities. Following evaluation of these projects, plans and programs, an appropriate set will receive Technical Assistance (TA) in preparation for future IRWM and other funding opportunities.

   The evaluation of the projects, plans, and programs will follow a set of evaluation criteria to-be developed by the Program Technical Advisory Committee. These criteria will evaluate the items for Technical Assistance, and propose a suite of efforts to be funded. This suite will be presented for action to the OWOW Steering Committee [and thereafter the SAWPA Commission], after which SAWPA will execute agreements as-needed with proponents, hire contractors using generally accepted procedures, or develop new task-orders for project partners who may take-on additional technical assistance work.

   This effort may also link to the State Board [Proposition 1] Technical Assistance Program, via the CSU DACC and Cal Rural Water Association which are both statewide TA providers.
• The DCI Program Technical Advisory Committee is described thusly in the grant agreement:

  o The TAC will include a representative from each of the program partners and will recruit other members from disadvantaged communities in the watershed. The TAC will meet at least quarterly to advise the DCI Program efforts, and will assist with developing community connections.

• The DCI Program Technical Advisory Committee will include nine members, five of whom are from the program partners (as was described in the grant agreement). The other four will be selected to provide technical expertise about implementing projects which support members of disadvantaged communities.

• The TAC to-date, meeting with only six members, has selected an every-other month meeting schedule for 1 hour by phone. Additional, face-to-face, or longer meetings can be scheduled as needed.
Meeting with City of Riverside about Housing First initiative

Following the June 29, 2017 Homelessness & Water Symposium conducted by SAWPA as component of the Disadvantaged Communities Involvement Program, at which Emilio Ramirez (City of Riverside Deputy Director of Community & Economic Development Department) participated as a panelist, SAWPA staff was contacted by the City with interest in having a meeting, which was held last week (10/25/2017) at SAWPA.

The discussion centered around a Housing First initiative that City of Riverside is developing, and the possibility of partnering with SAWPA on the planning and implementation of a project that is in-part focused on improving water quality by permanently relocating people who are homeless from a river location. This pilot project could serve as a model for other locations along the SAR. City staff introduced the idea of an MOU to describe the partnership. SAWPA staff will explore the concept and upon development of more details, will present the concept to the OWOW Steering Committee and Commission for consideration and possible further action. The City is developing a broad city-wide Housing First initiative for City Council consideration in January, within which may be mention of SAWPA as a possible partner. The project timeline seems to work well with the DCI Program timeline in SAWPA’s grant agreement with DWR.

Through the DCI Program, and our engagement with statewide partners through the Roundtable of Regions, we have developed an understanding of the many links between homelessness & water, shown in the table at right. Direct links to SAWPA’s mission are italicized, however all are broadly linked to the California Integrated Regional Water Management Program, which for SAWPA is the OWOW Program.

As next steps, Mike Antos will work with Dep. Dir. Ramirez and his staff to better understand the project, the benefits to water quality in the SAR, and the proposed partnership. We will advise the OWOW Steering Committee on November 16th about this effort, and I will report to the Commission once we have more details, likely November 21st meeting.

Meeting attendees:

SAWPA: Susan Lien Longville, Tom Evans, Gil Navarro, Rich Haller, Larry McKinney, Mike Antos, Ken Gutierrez (Consultant, Land Use & Water Planning Pillar)

Riverside: Al Zelinka (Asst. City Manager), Alex Nguyen (Asst. City Manager), Kris Martinez (Public Works Director), Emilio Ramirez (Dep. Dir. Community & Economic Development Dept.)
Homelessness & Water Symposium

Members of the water and social services sectors from across the Santa Ana River Watershed convened at a symposium last month to identify connections between the challenges of homelessness and water management. The event was part of grant-supported effort to identify the strengths and needs of underserved communities through the Santa Ana Watershed Project Authority’s Disadvantaged Communities Involvement (DCI) Program.

People who live in encampments along the Santa Ana River and its tributaries can be at risk from flooding, and they often do not have safe or affordable access to water for drinking and sanitation. Some regulators point to trash from encampments as a source of pollution, and some high costs of cleaning them up.

After six months of talks with homeless services providers, sheriff departments, flood control districts, the ACLU, and nonprofit leaders, SAWPA held the Homelessness and Water Symposium to look for ways the water sector could ensure the human right to water is upheld for people who are homeless. SAWPA, a joint-powers authority created by five water districts, develops, plans, and undertakes common projects to address water resources needs and water quality control and protection. The agency partnered with the Inland Empire Waterkeeper to host the symposium on June 29 at Fairmount Park in Riverside. About 65 people attended.

The symposium helped establish a link between water sector members and people who cannot access water for drinking and sanitation because they do not have homes or money. While collaborative efforts exist to end homelessness in the watershed, including Orange, Riverside, and San Bernardino counties, water management is generally not part of these efforts, and it is unclear where exactly it should fit.
“A homeless person is invisible to (water sector engineers) and their services,” said Mike Antos, SAWPA senior watershed manager, at the event. “Absent a connection, they are at a loss.”

One homeless assistance approach with growing county support in the watershed is “Housing First.” It connects homeless individuals and families with permanent supportive or affordable housing, and it differs because it does not include barriers to entry, such as treatment programs or sobriety. Housing First is based on the principle that everyone can achieve housing stability and that homelessness is rooted in a housing crisis in the United States. Permanent supportive housing has been shown to improve outcomes and increase retention for people who are chronically homeless.

In the Housing First homeless assistance approach, water resources issues are present in the cost of water at businesses and in utilities for people placed in housing, said Damien O’Farrell, the CEO of Path of Life Ministries, during the first panel on homelessness in the watershed.

Give people who are homeless a home, and you solve their needs for water for bathing, drinking, and toilets, said O’Farrell, whose organization provides housing in western Riverside County. He added that ongoing utility payments can be difficult for shelters to cover and can be difficult for formerly homeless people to afford.

To start the second panel on the Human Right to Water and its implications, Rev. Amanda Therese Ford of the Environmental Justice Coalition for Water (EJCW) described Assembly Bill 685, which took effect in 2012 and recognized that “every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.” EJCW is based in Sacramento and advocates for a community-based movement for the democratic allocation of water statewide.

The coalition can’t implement or ensure the Human Right to Water in a meaningful way as it is currently written, Ford said.

There may be room in municipal separate storm sewer system (MS4) permits to get cities to provide assistance to homeless communities, specifically for sanitation issues, said Adam Fischer, chief of the Inland Storm Water Unit of the Santa Ana Regional Water Quality Control Board and a panelist. The permitees—the cities and counties—could have a significant role to play, he said.

“The question for us is, ‘How do we write a permit that addresses the Human Right to Water?’” he said.

The Santa Ana Regional Water Quality Control Board protects the beneficial uses of water from any source of pollution. On the Human Right to Water panel, Fischer said it would take a community involvement effort to change the perception of what constitutes a beneficial use of the river to include people who are homeless living by it.
“Who are you protecting the water for?” asked Anne Rios, a panelist and executive director of Think Dignity, a San Diego nonprofit with a mobile showers and water distribution program for people who are homeless. “When my agency thinks about dignity, it’s dignity for all.”

The room was silent when Angel Mayeld, a homeless advocate in Orange County and a member of the OC Poverty Alleviation Coalition, shared her experiences living in an encampment along the riverbed, buying baby wipes to stay clean, watching another homeless woman spend five hours filling up jugs of water, and moving her tent seven times in eight months because of flooding or law enforcement.

About 9,000 people are homeless on a given night within Orange, Riverside, and San Bernardino counties, according to the 2017 point-in-time count, and many live along the Santa Ana River and its tributaries. In areas of Orange County alone, about 480 unsheltered people were counted living in the riverbed earlier this year, according to the Orange County Health Care Agency.

Mayeld said being homeless is expensive and time consuming, and many homeless people feel they're being treated like animals, having to fight day in and day out for survival. To improve water management and county programs, Mayeld emphasized how important it would be to establish trust with the people in encampments first.

“There are many people by the river who are hiding, like I first did when I was homeless,” she said. “I hid from you because of the stigma.”

“We need to cross this barrier of fear that I don’t know you. Because I do know you, I know you went through something,” Mayeld added.
For the keynote, Chris Brokate spoke about founding the Clean River Alliance, a nonprofit sponsored by the Russian Riverkeeper in Guerneville in Sonoma County. Brokate organized a trash pickup service for people who are homeless by giving them trash bags and offering a set location where they could deliver the trash they collected each week. In 18 months people living in riverbed encampments delivered 70,000 lbs of trash that would have otherwise polluted the water, he said at the event.

As reflected by Brokate's work, the Santa Ana River Watershed is not the only region trying to tackle this issue. In Los Angeles, nonprofits have also set up mobile showers; in Contra Costa, the flood control district produced a report on encampments related to their customs and living conditions; and in Marin County, agencies and residents have used a website to share information about encampments and increase coordination.

The Inland Empire Waterkeeper and SAWPA are eager to consider another event on homelessness and water management or to contribute to a workshop held by city and county officials, who have expressed interest in forming a special task force on this issue. Through the DCI Program, SAWPA will also continue to work with stakeholders to incorporate the strengths and needs of homeless communities in the One Water One Watershed plan and in an ethnographic report by mid 2018.

Below is a full list of the panelists:

**Panel One: The State of Homelessness in the Santa Ana River Watershed**
- Eve Garrow, the homelessness policy analyst and advocate for the ACLU of Southern California.
- Deputy Sheriff Michael Jones, San Bernardino County Sheriff's Department Homeless Outreach and Proactive Enforcement (HOPE) team
- Damien O'Farrell, CEO of Path of Life Ministries, the largest homeless shelter and housing provider in western Riverside County
- Emilio Ramirez, deputy director for Community and Economic Development for the City of Riverside

**Panel Two: Considering a Human Right to Water**
- Adam Fischer, chief of the Inland Storm Water Unit at the Santa Ana Regional Water Quality Control Board
- Rev. Amanda Theresa Ford, coalition coordinator at the Environmental Justice Coalition for Water
- Angel Maysfield, Orange County homeless advocate and member of the Orange County Poverty Alleviation Coalition
- Anne Rios, executive director of Think Dignity, a San Diego nonprofit with a Transitional Storage Center, Mobile Showers, and Homeless Youth Legal and Advocacy Project
Finding Solutions to a Wicked Problem

After a successful Homelessness and Water Symposium held in June 2017, SAWPA and the Inland Empire Waterkeeper partnered to hold a follow-up symposium on December 7th at the Fullerton Public Library Conference Center. Members of water and social service public agencies, as well as elected leaders, nonprofit staff, and community members from Orange, San Bernardino, Riverside, Los Angeles, and San Diego counties gathered for discussion about the nexus of homelessness and water.

The interactive format welcomed dialog, such as San Bernardino supervisor Josie Gonzalez, pictured on the right, addressing fellow symposium attendees.
In the photo above, symposium attendees discuss the challenges of good data about people experiencing homelessness while gathered around a map of homeless encampments in the watershed.

The symposium further illuminated the value and appropriateness of partnerships between social services providers and water agencies to support communities of people experiencing homelessness.

To start the day, symposium facilitator Dr. Mike Antos, Senior Watershed Manager at SAWPA, shared that the wildfires in Los Angeles and Ventura counties had prevented panelists Jim Brown of the San Fernando Rescue Mission and Leepi Shimkhada of the Los Angeles County Department of Health Services from joining the symposium as planned. He explained that the theme of the event was a progression from the first symposium. At the first symposium the focus was on introducing water managers to the social services sector players and their ongoing response to homelessness. At this second event, now that the two worlds have met, the focus was on how to practically move forward through on alleviating homelessness to help people and the watershed.

Dr. Cheryl-Marie Hansberger, from the Mayor's office in the City of Riverside, kicked off the first panel.

The first panel discussed the value of partnerships in the work of alleviating homelessness, and managing water. Dr. Cheryl-Marie Hansberger, Chief of Staff for Riverside Mayor Rusty Bailey, spoke first about the city’s Love Your Neighbor Initiative that recruits the help of faith-based leaders to help support and shelter “neighbors without homes.” When the city began the effort, they were overwhelmed by positive response by members of faith based organizations in Riverside and from smaller cities adjacent to or nearby Riverside. Based on this response from the community, the City of Riverside realized the program should be expanded to be regional in its approach and impact. Over time the strong community engagement provided important voices that led to new policy, countering the all-to-frequent sense of “not-in-my-backyard”. Dr. Hansberger shared that their most important lesson learned as they undertook this initiative was the need to diversify the resources, both people and money, to tackle homelessness. Public government funding is a critical piece, but often has restrictions on how it gets spent. Having outside grants, other cities, and civil-society partners has
been an important answer to limited and restricted resources. Dr. Hansberger concluded with, “[the] focus on partnerships has been life-changing for us.”

Mike Carmon, of the nonprofit OC United, on the first panel.

Mike Carmon spoke next about the Jobs for Life Program at the Fullerton faith-based non-profit, OC United, which focuses on supporting vulnerable community members. Jobs for Life is an 8-week training program that supports character development, social and work skills, all through a focus on honesty, courage and loyalty. Each student is assigned a mentor who will be with them for one year. OC United has developed partnerships with businesses who agree to provide interviews to graduates of the program for entry-level job positions. Carmon talked about the successes of the program in helping people as young as 23 and as old as 73 find careers and head down the path towards securing permanent housing.

Thomas P. Evans, a SAWPA Commissioner, on the first panel.

Thomas P. Evans, SAWPA Commissioner and Director of the Western Municipal Water District, shared that the water management agencies spend hundreds of millions of dollars building projects and conducting programs that maintain water quality in the streams of the Santa Ana River Watershed, and that homelessness and those investments are not considered together. Providing safety for all people in the river, and assuring that water supplies are protected are significant missions for many agencies. He shared his new awareness that a common goal is shared by these water agency missions and those who are working specifically to support people experiencing homelessness. When water managers consider projects and expenditures, he believes there are ways to achieve water agency missions while also supporting Housing First principles, in partnership with cities and others who are working to alleviate homelessness.

During dialog following the presentations, the California legislative policy defined a Human Right to Water was discussed. On September 12, 2012, Governor Brown signed AB 685, making California the first state in the United States to legislatively recognize the human right to water. Under Water Code Section 106.3 California
now acknowledges that “every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.” Water is not only necessary for consumption, but is a linchpin for modern sanitation practices, a point which Dr. Antos highlighted to kick off the second panel which focused on the nexus between homelessness, water, and public health.

Three public health experts with experience supporting people experiencing homelessness made up the second panel.

The first speaker was Dr. Matthew Zahn, a pediatric infectious disease specialist. He affirmed that people who are experiencing homelessness suffer predominantly from ailments related to a lack of sanitation. Lack of access to clean bathrooms and water for washing in the homeless population is the driver to public health issues such as the Hepatitis A outbreaks which occurred in several southern California cities in the summer of 2017. Dr. Zahn shared that hepatitis A is spread fecal-orally and that if there is access to adequate sanitation facilities and proper practices are followed, there is no reason for a virus like Hepatitis A to spread. Zahn stated that “the sanitation situation that exists in Homeless populations in San Diego...is the driver for the issue here. It is the reason why we are having an outbreak we simply do not see in other populations in this country.” Dr. Zahn affirmed that we must make sure we are advocating for the right things and make sure there are sanitary facilities for all, not exclusive of individuals experiencing homelessness. He cautioned, however, that providing bathrooms or porta-potties that become overwhelmed by heavy use of large populations, or are not properly maintained, can spread illnesses. Zahn argued that adequate access to sanitation facilities is not just a public health concern but simply the humane thing to do. Dr. Zahn recognized that there are challenges of maintaining population health but that these challenges can be overcome by the right people being at the table. Dr. Zahn urged that by having various invested and knowledgeable stakeholders at the table, we can begin to collectively address the problem from a holistic and multi-faceted standpoint.

Mark Faucette from the LA County Department of Health Services (DHS), who joined the panel as a substitute for Leepi Shimkhada, spoke about the Housing for Health Division, which improves health outcomes for the vulnerable homeless populations. Housing for Health provides permanent supportive housing, recuperative care, and specialized primary care to individuals experiencing homelessness and who suffer from complex physical and behavioral health conditions. After giving a brief introduction to the program, Mr. Faucette highlighted that the success of Housing for Health lies in the emphasis that the program has placed on collaboration with other service providers in the community. During questions, Faucette referenced a recent study released by RAND Corporation about the fiscal impact of housing those who are experiencing homelessness. The report found that in LA County a 60% decrease in cost to the government is achieved when moving someone who is homeless into permanent supportive housing with appropriate medical care.

Paul Leon, a public health nurse who is CEO and founder of Illumination Foundation spoke last on the panel. Illumination Foundation was founded in recognition that people experiencing homelessness who are discharged from the hospital frequently lack access to appropriate recuperative care. Mr. Leon commented that when individuals come through his program for recuperative care for infirmities like trauma, they often have underlying ailments that are attributable to lack of sanitation (e.g. hepatitis, tuberculosis). Mr. Leon advocated that when moving forward in addressing issues related to homelessness, we need permanent supportive housing with programs for substance abuse and mental health services. Mr. Leon closed his panel address imploring that “we need to address this problem. Many of us in the community have the answer but we have to react, and now.”

After a brief break for lunch the Symposium wrapped up with a keynote speech from Megan Brousseau, a lifelong Riverside resident and Associate Director of the Inland Empire Waterkeeper. Ms. Brousseau emphasized that there are direct links between environmental health, social service, and public health. Ms. Brousseau took the occasion to unveil a collaboration between Inland Empire Waterkeeper and the City of Riverside on the Clean Camp Coalition program. The Clean Camp Coalition will work with individuals who are experiencing homelessness to empower them and provide them with the resources they need to keep their camps clean (e.g. garbage bags and scheduled trash pick-up). Ms. Brousseau underscored her program’s
mission, stating that “we believe at Waterkeeper that the truest way to get clean water is through stewardship, through giving the river to the people, allowing them to love it and have a vested interest in it.”

Fullerton Councilmember Bruce Whitaker, Executive Director & CEO of Orange County Coastkeeper Garry Brown, and Director of Western Municipal Water District Tom Evans assemble care packages of clean socks, toothbrushes, and toothpaste to be handed out to individuals in need.

¹ Both Homelessness & Water symposia are components of the Disadvantaged Communities Involvement Program conducted by SAWPA via a Proposition 1 Integrated Regional Water Management grant administered by the California Department of Water Resources.


Leave A Comment

Name (required)  Email (required)  Website

Comment...

POST COMMENT
The 2017 Point-in-time Homeless Count found Riverside County and Orange County respectively have 2,413 and 4,792 people experiencing homelessness, and San Bernardino County reported a count of 1,866 individuals without permanent shelter. Los Angeles County recently reported over 58,000 homeless community members.

Citynet, a local nonprofit organization that works with people experiencing homelessness, reported in August 2017 that 422 adults live along the Santa Ana River Trail from Chapman Avenue to Ball Road.

In September 2017 the city council of Anaheim declared a health and safety state of emergency in an effort to prioritize initiatives to alleviate homelessness within the city.

Flood Risk
The lives of people living within the banks of streams are at risk from unexpected high flows and floods. Their property can also be lost to high flows, and can produce flooding concerns downstream.

Water Quality
Streamside encampments can contribute to bacteria and trash pollution, both subjects to regulatory requirements in the Clean Water Act.

Sanitation and Health
People experiencing homelessness rarely have access to bathrooms for urination and defecation. Washing to remain healthy is also often impossible or difficult, a reality which can have grave health consequences.

Human Right to Water
In January 2013 California enshrined a Human Right to Water in law. It says that every human being has the "right to safe, clean, affordable and accessible water adequate for human consumption, cooking and sanitary purposes."

Providing these rights to people without reliable homes will be a significant challenge requiring shared attention.

Riparian Habitat & Recreation
Seeking to avoid attention, the banks and bottoms of streams are often chosen for encampments by people experiencing homelessness. This use can conflict with efforts to maintain healthy riparian habitat and recreational areas.
Understanding the links between Homelessness & Water in the Santa Ana River Watershed

**Flood Protection**

**The Issue:** People experiencing homelessness who live in the riverbed are at greater risk of hazards from increased river flow and flooding. This issue affects riverbed homeless encampments on multiple levels. Primarily, those living in the riverbed are at immediate personal risk of being swept away in the case of a flood. Additionally, floodwater and riparian habitat can be contaminated with waste and sewage that is picked up in the flow during a flood event.

**A Possible Model:** Citynet (http://citynet.org/) and Orange County Rangers conduct outreach along the Santa Ana River Trail prior to anticipated flood events and dam discharge to ensure the safety of the people experiencing homelessness who live in the flood channel.

**Water Quality**

**The Issue:** Streamside encampments can contribute bacteria and trash pollution to the water bodies. Parts of the watershed hold regulatory limits on how much bacteria can be in the water; trash is also regulated under the Clean Water Act. Both pollutants can cause harm to habitat, plants and animals, and people.

**A Possible Model:** Downtown Streets Team out of San Jose (http://streetsteam.org/san-jose) in collaboration with Santa Clara Valley Water District has recruited people experiencing homelessness to help clean the Coyote Creek. The Clean Creeks, Healthy Communities project has restored recreational activity to the Coyote Creek area, as well as allowing for the return of natural riparian habitat.

**Sanitation and Health**

**The Issue:** Without adequate bathroom facilities and water service in homeless encampments raw sewage and garbage leach into the waterways, significantly degrading water quality, which can lead to greater infrastructural costs for water agencies. The lack of bathrooms and water can also lead to compromised hygiene, which can pose a health risk. The summer 2017 hepatitis A outbreaks in San Diego and Los Angeles are examples of public health emergencies that have been tracked back to homeless encampments that lacked adequate public facilities.

**A Possible Model:** Lava Mae (https://lavamae.org) repurposes retired buses into showers and toilets on wheels to deliver hygiene and “radical hospitality” among homeless communities in San Francisco and Los Angeles.

**Human Right to Water**

**The Issue:** People experiencing homelessness do not have access to “safe, clean, affordable and accessible water adequate for human consumption, cooking and sanitary purposes”, which was declared a human right in California law, in 2013.

**A Possible Model:** The California State Water Resources Control Board provides a Human Right to Water Portal (https://www.waterboards.ca.gov/water_issues/programs/hr2w/), a website for the public to find information about California’s effort to assure that every Californian has access to safe, clean and affordable drinking water. Legislation has been considered that would support this human right for all Californians. Additional work is needed at all levels of government as this California law becomes policy, and practice throughout the state. Homelessness presents significant challenges to enacting this policy.

**Riparian Habitat & Recreational Areas**

**The Issue:** Waste from encampments ends up in the waterways, harming fragile habitat, stressing endangered species, and discourages recreation by many users. The risk of cooking and heating fires becoming uncontrolled is considerable.

**A Possible Model:** Russian Riverkeeper (https://russianriverkeeper.org/) out of Sonoma County has instituted an innovative program to provide people experiencing homelessness with trash pickup service to help them keep the Russian River clean and build trust with the community.
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF RIVERSIDE
AND
THE SANTA ANA WATERSHED PROJECT AUTHORITY

1. PARTIES: This Memorandum of Understanding (MOU) is entered into by and between the Housing Authority of the City of Riverside, a public body, corporate and politic (“Authority”) and the Santa Ana Watershed Project Authority, a California Joint Powers Authority (“SAPWA”), on this ___ day of ____________, 2018.

2. PURPOSE OF THIS MOU: The purpose of this MOU is to support an intergovernmental partnership to confront the challenges of homelessness in the portions of the Santa Ana River watershed that encompass the City of Riverside and its region of interest. Efforts will include, but are not limited to, researching and evaluating the potential for programs or projects that help those living unsheltered in riparian areas by providing permanent supportive housing, while restoring degraded water quality, native habitat and recreational areas. SAWPA and the Authority share a mutual interest in working together in efforts that support mutual objectives and solutions in these policy areas.

3. ROLES AND RESPONSIBILITIES: The roles and responsibilities of SAWPA, and the Authority are defined in Exhibit “A” attached hereto and incorporated herein by reference.

4. TERM OF AGREEMENT: This MOU is effective upon the signatures of the parties, for a period of five (5) years, and/or the exhaustion of applicable funding, whichever occurs first. The length of the term of the MOU may be modified at any time by the written consent of the parties. The MOU may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least thirty (30) days prior to the date of termination.

5. MUTUAL HOLD HARMLESS: The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, elected officials, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys’ fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees.

6. GOVERNING LAW AND JURISDICTION: The existence, validity, construction, operation and effect of this MOU and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in the superior court in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
7. **TERMINATION:** In addition to the other methods of terminating this MOU, as provided herein, this MOU may be terminated for any reason by the Authority or SAWPA, at any time upon thirty (30) days’ notice in writing.

8. **ENTIRE AGREEMENT:** This MOU embodies the entire agreement between the parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the parties at the time of execution of this MOU. This MOU may only be modified or amended by the mutual consent of the parties in writing.

9. **NOTICES:** Service of any notices, bills, invoices or other documents required or permitted under this MOU shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

   **Authority:**
   City of Riverside
   Housing Authority
   ATTN: Housing Authority Manager
   3900 Main Street, 5th Floor
   Riverside, CA 92522

   **SAWPA:**
   Santa Ana Watershed Project Authority
   ATTN: Contracts Administration
   11615 Sterling Avenue
   Riverside, CA 92503-4979

10. **SEVERABILITY:** Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this MOU shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this MOU is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this MOU and shall not affect any other provision, term, condition, covenant, and/or restriction, of this MOU and the remainder of the MOU shall continue in full force and effect.

11. **PARAGRAPH TITLES:** The paragraph titles of this MOU are (i) inserted only for the convenience of the parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the MOU to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this MOU or in any way affect the agreement of the parties set out in this MOU.

12. **AUTHORITY:** The individuals executing this MOU and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective parties to the terms and conditions hereof and thereof.

13. **COUNTERPARTS:** This MOU may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Two (2) duplicate originals of this Agreement shall be executed each of which shall be deemed to be an original.

Signatures on following page.
IN WITNESS WHEREOF, Authority and SAWPA have caused this MOU to be duly executed the day and year first above written.

HOUSING AUTHORITY OF THE
CITY OF RIVERSIDE

SANTA ANA WATERSHED PROJECT
AUTHORITY

By: _____________________   By: _____________________
Executive Director                      Richard E. Haller, P.E., ENV SP
General Manager

ATTEST:

By: _____________________
Authority Secretary

Approved as to Form:     Approved as to Form:

By: _____________________   By: _____________________
Authority General Counsel    SAWPA Counsel

CA: 17-2032
ATTACHMENT “A”

PARTNERSHIP ROLES AND RESPONSIBILITIES

Santa Ana Watershed Project Authority (“SAWPA”) shall work together with the Housing Authority of the City of Riverside (“Authority”) on researching and evaluating potential programs and projects that support permanent supportive housing for individuals living unsheltered within riparian areas, and provide improvements for water quality, riparian and aquatic habitat, and recreational areas in the shared region of interest. Accomplishing these outcomes will include:

1. Appropriately aligning water management goals with adopted housing plan goals and identifying funding opportunities, to support programs and projects that diminish homelessness while providing water-related improvements within the shared region of interest in the Santa Ana River watershed.

2. Working with the Authority through the One Water One Watershed (OWOW) planning process to support broad-based collaboratives such as the Authority’s and that help diminish homelessness while providing water-related improvements.

3. Evaluating with the Authority how a housing first program, when focused on assisting individuals living in riparian areas, can provide multiple water and watershed improvements, including but not limited to better water quality.

4. Examine methods to cooperatively develop and seek funding for a comprehensive pilot program that provides unsheltered people living adjacent to Hole Creek (sometimes called Hole Lake) permanent supportive housing, while protecting them from floods, achieving improvements in water quality, riparian and aquatic habitat, and recreational accessibility in and around Hole Creek and its tributaries.

5. Developing one or more long-term programmatic approaches to supporting watershed health through integration between water managers and public and private sector social services providers.

6. Meeting annually, or more often as deemed necessary, to ensure that collaborative efforts are optimal for achieving the desired outcomes.

Authority shall work together with SAWPA to research and evaluate projects and programs that support improvements of water quality, riparian and aquatic habitat, and recreational use while providing permanent supportive housing for individuals who are homeless or at-risk of homelessness and are living in riparian areas in the shared area of interest in the Santa Ana River watershed by:

1. Appropriately aligning housing plan goals with adopted watershed goals and identifying funding opportunities, to support programs and projects that provide water-related
improvements while diminishing homelessness within the shared region of interest in the Santa Ana River watershed.

2. Working with SAWPA through the OWOW Planning process to support broad-based collaboratives that help diminish homelessness and provide water-related improvements.

3. Evaluating with SAWPA how a Housing First program, when focused on assisting individuals living in riparian areas, can provide multiple water and watershed improvements, including but not limited to better water quality.

7. Examine methods to cooperatively develop and seek funding for a comprehensive pilot program that provides unsheltered people living adjacent to Hole Creek (sometimes called Hole Lake) permanent supportive housing, while protecting them from floods, achieving improvements in water quality, riparian and aquatic habitat, and recreational accessibility in and around Hole Creek and its tributaries.

5. Developing one or more long-term programmatic approaches to supporting watershed health through integration between water managers and public and private sector social services providers.

6. Meet annually, or more often as deemed necessary, to ensure that collaborative efforts are being optimized to apply for available sources of funding.
COMMISSION MEMORANDUM NO. 2018.10

DATE: February 6, 2018
TO: SAWPA Commission
SUBJECT: WECAN Program – MOU Second Amendment with West Valley Water District and Task Order 3 for EcoTech Services, Inc.
PREPARED BY: Mike Antos, Senior Watershed Manager

RECOMMENDATION
It is recommended that the Commission approve a Second Amendment to the Memorandum of Understanding (MOU) with the West Valley Water District and the associated Task Order No ECOT397-03 with EcoTech Services, Inc. for an amount not to exceed $27,600 for irrigation repairs at homes to ensure they qualify to participate in WECAN Program.

DISCUSSION
The West Valley Water District (WVWD) is a funding partner in the Water-Energy Community Action Network (WECAN) Program via an MOU with SAWPA dated March 16, 2016. The WECAN Program, initially funded by a State of California Water-Energy Nexus grant and local partners, has grown following action by the Commission (Memorandum 2017.30, March 7, 2017) which approved an MOU amendment with West Valley Water District to affect additional turf removals in their service area.

The West Valley Water District has requested that SAWPA direct EcoTech Services, Inc. to provide repairs to irrigation systems at homes where customers are interested in participating in WECAN, but do not qualify because the irrigation system does not meet the program minimums. To accomplish this work, WVWD has provided $27,600 to SAWPA that can be used to pay invoices submitted by EcoTech Services, Inc. for irrigation repair work in the West Valley Water District.

To permit WVWD to pay SAWPA $27,600, the MOU Amendment #2 lays out the terms of that payment and the associated work. The Task Order directs EcoTech Services, Inc. to undertake this work.

RESOURCE IMPACTS
WECAN in the West Valley Water District by EcoTech Services Inc. and SAWPA staff, in the context of this memorandum, is entirely funded by resources provided to SAWPA by West Valley Water District (Fund 397EXPAN).

ATTACHMENTS:
1. MOU Amendment #2
2. Task Order ECOT397-03
SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("Amendment") is entered into this 6th day of February 2018 by and between the Santa Ana Watershed Project Authority, a public agency of the State of California ("SAWPA") and the West Valley Water District, a public agency of the State of California ("District"). SAWPA and District are at times hereinafter referred to individually as the “Party,” and collectively as the “Parties.”

RECITALS

A. SAWPA and District executed a Memorandum of Understanding, entitled Implementation and Administration of the Water-Energy Community Action Network Project, dated March 16, 2016 ("MOU"). Each initially capitalized term shall have the meaning given it in the MOU, unless specifically defined herein.

B. The MOU provides that SAWPA would perform the services set forth herein.

C. Section 3 of the MOU provides, in part, that the Parties may agree to changes to the scope of services which changes must be authorized in writing and executed by the Parties.

D. The Parties hereto desire to amend and supplement the MOU to modify the scope of services on the terms and conditions set forth herein.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE TO AMEND AND SUPPLEMENT THIS MOU AS FOLLOWS:

1. SAWPA agrees, in addition to the services SAWPA agreed to perform in the MOU, to provide irrigation repairs to West Valley Water District customers who are otherwise eligible to participate in the Water-Energy Community Action Network program, and whose irrigation system would make them ineligible for the program.

3. Subject to the limitations set forth in the MOU, District agrees to provide to SAWPA, following the execution of this Amendment and upon receipt of an invoice, twenty-seven thousand six hundred dollars ($27,600) to be used to supply irrigation repairs to West Valley Water District customers in the WECAN program.

4. SAWPA shall perform the irrigation repairs in accordance with the WECAN schedule set forth in the MOU.

5. Except as otherwise amended and supplemented in Sections 1 through 4 above, the terms and conditions of the MOU shall remain in full force and effect, including but not limited to: (a) provisions related to the Scope of Services shall relate to the irrigation repairs; and (b) provisions relating to payment for the Scope of Services shall relate to the payment for the irrigation repairs. Notwithstanding the immediately preceding sentence, the MOU shall be interpreted in a manner consistent with the intent of this Amendment.

IN WITNESS WHEREOF, the SAWPA and District have caused this Amendment to be executed as of the day and year first above written.
SAWPA:
Santa Ana Watershed Project Authority
a public agency of the State of California

By_________________________________
Richard E. Haller, P.E., General Manager

DISTRICT:
West Valley Water District
a public agency of the State of California

By_________________________________
CONTRACTOR: EcoTech Services, Inc.  
2143 Myrtle Avenue  
Monrovia, CA 91016

VALUE: A total not-to-exceed $27,600

PAYMENT: Monthly, Upon Proper Invoice

REQUESTED BY: Mike Antos, Sr. Watershed Manager  
February 6, 2018

FINANCE: ________________________________  
Karen Williams, CFO  
Date

FINANCING SOURCE:  
Acct. Coding: 397EXPAN-6112-01  
Acct. Description: General Consulting

COMMISSION AUTHORIZATION REQUIRED: YES (x)  
NO ( )
Commission Memo #2018.10

This Task Order is issued by the Santa Ana Watershed Project Authority (hereafter “SAWPA”) to EcoTech Services, Inc. (hereafter “Contractor”) pursuant to the Agreement between SAWPA and Contractor entitled Agreement for Services by Independent Contractor, dated March 7, 2017 (expires June 30, 2019).

I. PROJECT NAME OR DESCRIPTION  
Water-Energy Community Action Network Landscaping Project

II. SCOPE OF WORK / PROJECT SUMMARY  
Contractor shall continue to provide all labor, materials, and equipment for the project. Contractor shall, while carrying out the WECAN Phase 2 work in West Valley Water District (WVWD), confront interested WVWD customers who are ineligible because their irrigation systems do not meet the program minimums. Contractor, in consultation with SAWPA, shall use this task order to affect repairs to irrigation systems to make them qualify for WECAN Phase 2, allowing those WVWD customers to benefit from the program.

III. PERFORMANCE TIME FRAME  
Contractor shall begin work upon the date this Task Order is signed by the Authorized Officer and shall complete performance of such services by or before September 30, 2018.

IV. SAWPA LIAISON  
Mike Antos, Watershed Manager, or his designee shall serve as liaison between SAWPA and the Contractor.

V. COMPENSATION  
For all services rendered by Contractor pursuant to this Task Order, Contractor shall receive up to a total not-to-exceed sum of $27,600. Payment for such services shall be made within 30 days upon receipt of timely and proper invoices from Contractor, as required by the above-mentioned Agreement. Each such invoice shall be provided to SAWPA by Contractor within 15 days after the end of the month in which the services were performed.
VI. CONTRACT DOCUMENTS PRECEDENCE

In the event of a conflict in terms between and among the contract documents herein, the document item highest in precedence shall control. The precedence shall be:

a. The Agreement for Services by Contractor.
b. The Task Order or Orders issued pursuant to the Agreement, in numerical order.
c. Exhibits or Attachments attached to each Task Order, which may describe, among other things, the Scope of Work, compensation therefore, and State grant requirements.
e. Drawings incorporated by reference.

In witness whereof, the parties have executed this Task Order on the date indicated below.

SANTA ANA WATERSHED PROJECT AUTHORITY

__________________________________________
Richard E. Haller, P.E., General Manager

Date

ECOTECH SERVICES, INC.

___________________________________________  _____________________
(Signature)  Date

Print /Type Name
DATE: February 6, 2018
TO: SAWPA Commission
SUBJECT: Proposition 84 2015 Grant Agreement Amendment - Riverside County Flood Control and Water Conservation District Project
PREPARED BY: Ian Achimore, Senior Watershed Manager

RECOMMENDATION
Direct staff to execute an amendment to the Grant Agreement between SAWPA and the Department of Water Resources to reflect the revised 2015 Integrated Watershed Protection Program.

DISCUSSION
The Riverside County Flood Control and Water Conservation District (District) is one of three project proponents included in the Proposition 84 2015 Integrated Regional Water Management Grant Agreement. Their project, the 2015 Integrated Watershed Protection Program includes three components focused on providing flood protection and water supply to western Riverside County:

1. San Jacinto River Levee, Stage 4, Phase 1: will install an approximately 2.5 mile long and approximately 10 to 12 feet high river levee in western Riverside County will provide all-weather access into and out of the San Jacinto Valley in western Riverside County and remove approximately 967 acres and approximately 445 structures from the San Jacinto River 100 year floodplain.

2. Bautista Optimization Pond: will expand upon the existing recharge facilities, which include a series of 6 recharge ponds constructed adjacent to Bautista Channel, by constructing six new basins and their corresponding inlet and outlet facilities within an approximate 16-acre site with an approximate benefit of 1,200 acre feet per year.

3. Beaumont Master Drainage Plan (MDP) Line 16: will install an approximately 6,800 foot reinforced concrete water conveyance pipeline that will connect recharge ponds owned and operated by the Beaumont-Cherry Valley Water District to areas that collect stormwater from a tributary area of approximately 500 acres.

Due to funding limitations from the cost sharing partner, the City of San Jacinto, for the San Jacinto River, Stage 4, Phase 1 component, the District is seeking to replace the levee component with the following flood control channel component in western Riverside County:

- Sunnymead MDP Line B (also known as Heacock Channel), Stages 3 and 4: will improve an existing earthen channel to an ultimate 100-year concrete facility. As a result of contaminated groundwater, the project design eliminated the sub drain system and weep holes to prevent potential exposure of contaminated ground water to surface water. Once this project is constructed, it will provide flood protection for healthcare facilities, federal properties, and approximately 127 residences and businesses in the City of Moreno Valley. Furthermore, the constructed project will remove an approximately 28 acres of known FEMA floodplain Zone A and approximately 200 acres of FEMA...
floodplain Zone D. Zone D is defined as possible but undetermined flood hazard, however, the District had done a preliminary floodplain study which identified such flood hazard within Zone D.

The benefit of replacing San Jacinto River Levee, Stage 4, Phase 1 component with Heacock Channel is that construction of the channel’s right of ways have been secured, environmental permits have been acquired, and construction is already underway and can be completed within the existing timeline of the grant. In comparison, the City of San Jacinto’s cost share for the levee component, which as of November 2017 is estimated to be between $2,300,000 and $7,600,000 for 117 acres of land, and is estimated to take many years to acquire far exceeding the grant contract completion schedules.

The amendment would shift grant funding between the two components as shown in Table A. below. For ease of administration, this amendment would be processed with the Santa Ana River Conservation and Conjunctive Use Program changes that were approved by the Commission on December 19, 2017.

### Table A
2015 Integrated Watershed Protection Program Budget Amendment

<table>
<thead>
<tr>
<th>Component</th>
<th>Grant Amount</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Jacinto River Levee, Stage 4, Phase 1</td>
<td>$3,660,000</td>
<td>$22,564,000</td>
</tr>
<tr>
<td>Bautista Optimization Pond</td>
<td>$174,302</td>
<td></td>
</tr>
<tr>
<td>Beaumont MDP Line 16</td>
<td>$1,220,000</td>
<td>$5,179,600</td>
</tr>
<tr>
<td>Sunnymead MDP Line B, Stages 3 and 4 (Heacock Channel)</td>
<td>$3,660,000</td>
<td>$19,309,925</td>
</tr>
<tr>
<td><strong>Total Before Heacock Channel Replacement</strong></td>
<td><strong>$5,054,302</strong></td>
<td><strong>$30,494,000</strong></td>
</tr>
<tr>
<td><strong>Total With Heacock Channel Replacement</strong></td>
<td><strong>$5,054,302</strong></td>
<td><strong>$27,886,525</strong></td>
</tr>
</tbody>
</table>

**BACKGROUND**
March Joint Powers Authority (MJPA) was the project manager for design, as well as for securing the necessary right of way and environmental permits for Heacock Channel. Funding for the design was provided by MJPA, City of Moreno Valley and the District. Funding for Construction was approved on October 23, 2015, by the Air Force Reserve Command (AFRC) and the District. AFRC agreed to contribute $7,600,000 and the District would fund the remaining portion of the project. On July 12, 2017, the Heacock Channel component was awarded to Sukut Construction, LLC in the amount of $13,591,604.

**CRITICAL SUCCESS FACTORS**
The following OWOW critical success factors are addressed by this action:
1. Administration of the OWOW process and plan in a highly efficient and cost-effective manner.
2. Data and information needed for decision-making is available to all.

**RESOURCE IMPACTS**
The changes proposed to the project will result in DWR amendments and modifications to the District’s sub-agreement. The SAWPA labor time associated with these changes will be charged to SAWPA’s grant administration budget for Prop 84 2015 IRWM grant program and sufficient funding has been budgeted for such changes.
Attachments:
1. Sunnymead MDP Line B, Stage 3 and 4 Project Map
2. March Air Reserve Base Contaminated Groundwater Plume
3. Sunnymead MDP Line B, Stage 3 and 4 Cost Share Agreement
HEACOCK CHANNEL STAGE 3 EXTENDS FROM THE INTERSECTION OF CACTUS AND HEACOCK TO SOUTH OF GENTIAN AVENUE. THE FACILITY IS A CONCRETE LINED TRAP CHANNEL FROM CACTUS AVENUE TO APPROXIMATELY 600 FT SOUTH OF JPK MEYERS DRIVE. DOWSTREAM OF THIS POINT IS A RECTANGULAR CHANNEL.

HEACOCK CHANNEL STAGE 4 EXTENDS FROM 600 FT SOUTH OF GENTIAN AVE TO PERRIS VALLEY CHANNEL, LATERAL A. THE PROJECT WILL BE CONSTRUCTED ON MARS PROPERTY AND A SMALL STRIP OF EXISTING HEACOCK STREET RIGHT OF WAY.

LEGEND
MORENO VALLEY COMMUNITY SERVICES DISTRICT - MV CSD
MARCH AIR RESERVE BASE (MARB)
MARCH JOINT POWERS AUTHORITY - MJPA
STAGE 3 - ALSO KNOWN AS PHASE I & II
STAGE 4 - ALSO KNOWN AS PHASE III
EXISTING PERRIS VALLEY CHANNEL, LATERAL A
MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE
AND
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Made and entered into between March Air Reserve Base (MARB), an Air Force Reserve Component (AFRC) installation, hereinafter referred to as "USAF", acting by and through the Commander, 452nd Air Mobility Wing, and the Riverside County Flood Control and Water Conservation District, hereinafter referred to as "DISTRICT", a public agency organized and existing pursuant to Chapter 48 of the Appendix to the California Water Code, with its principal place of business at 1995 Market Street, Riverside, CA 92501.

WITNESSETH:

WHEREAS, USAF and DISTRICT wish to work collaboratively to expedite the completion of certain storm water management facilities known as the Heacock Channel Phases 1, 2 and 3 (as shown on the final approved construction drawings) hereinafter collectively referred to as "PROJECT" in order to provide necessary flood control and drainage protection to the adjacent areas; and

WHEREAS, USAF owns a portion of adjoining property on and along the PROJECT at the MARB, hereinafter referred to as "PHASE 3", and as illustrated on the attached Exhibit A, and made a part hereof; and

WHEREAS, the March Joint Powers Authority, hereinafter referred to as "MJPA" administered the design contract for PROJECT, including PHASE 3, pursuant to Section II.2 of an existing Cooperative Agreement and subsequent MOA executed July 28, 2014, hereinafter collectively referred to as "CO-OP" (attached hereto as Exhibit B and made a part hereof), completing PROJECT design plans; and

WHEREAS, DISTRICT, MJPA and City of Moreno Valley are jointly funding design and construction of Phases 1 and 2 of PROJECT; and

WHEREAS, DISTRICT will contract construction of all three Phases of PROJECT. DISTRICT is requesting funding in the amount of approximately seven million six hundred six thousand dollars ($7,606,700) from USAF to complete PHASE 3 construction.

NOW, THEREFORE, USAF accepts the responsibility to pay the construction costs for PHASE 3, approximated at seven million six hundred six thousand seven hundred dollars ($7,606,700), but not to exceed nine million five hundred eight thousand three hundred seventy-five dollars ($9,508,375). Costs exceeding seven million six hundred six thousand seven hundred dollars ($7,606,700) shall require written approval by USAF.
1. BASIS OF DESIGN: Pursuant to CO-OP, MJPA will ensure that the design for PROJECT meets all requirements of the Federal, State or local regulatory agencies. Further, the design must comply with the specific requirements of DISTRICT and USAF and all plans must be submitted to District and USAF for review and approval.

2. CONSTRUCTION: DISTRICT shall construct PROJECT inclusive of PHASE 3 pursuant to applicable California Public Contract Code. DISTRICT shall keep an accurate accounting of all actual construction costs associated with each Phase and, upon completion, provide USAF with a final accounting of construction costs, including change orders for PHASE 3.

3. MAINTENANCE: Upon completion of PROJECT, and DISTRICT acceptance thereof, DISTRICT shall be solely responsible for operation and maintenance of PROJECT.

4. REAL PROPERTY INTEREST: Where PROJECT is proposed on USAF property, USAF will provide DISTRICT (to DISTRICT’S satisfaction) all rights necessary to construct, and subsequently operate and maintain PROJECT in perpetuity. Said rights may be in the form of fee-simple, appropriate exclusive easement(s), or equivalent, or some other form sufficient for DISTRICT to construct, operate and maintain PROJECT. Final form and terms shall be mutually acceptable to both USAF and DISTRICT.

5. PAYMENTS: Certified invoices shall be forwarded to the Air Force for reimbursement at the following address: 452nd Base Civil Engineer, 610 Meyer Drive, Bldg. 2403, March ARB, CA 92518-2166 and payments will be processed within 30 days of receipt.

a. Invoice for ($7,606,700) may be submitted by DISTRICT upon approval (evidenced via wet signatures by MARB and DISTRICT) of the construction drawings but not prior to October 1, 2016.

b. Following bid opening but subject to prior USAF approval, DISTRICT will invoice USAF for as-bid PHASE 3 costs exceeding $7,606,700 but not to exceed $9,508,375.

c. DISTRICT reserves the right, at DISTRICT’S sole discretion to reject any and all bids and not award contract for PROJECT, if such is deemed in the best interest of DISTRICT.

d. Upon completion of PROJECT and establishment of actual construction costs for PHASE 3, DISTRICT will submit final cost accounting to USAF.
i. Subject to prior approval of any costs in excess of $7,606,700 by USAF, DISTRICT will invoice USAF for balance of PHASE 3 construction cost subject to not to exceed $9,508,375.

ii. In the event final costs are less than USAF contribution, DISTRICT will return any unexpended funds within 90 days of filing of Notice of Completion.

e. It is mutually understood that, unless this MOA is amended, all disbursed funds shall be returned to USAF if the construction contract for PROJECT, inclusive of PHASE 3, is not awarded prior to August 31, 2017.

6. AVAILABILITY OF FUNDS: Funds are not presently available for PROJECT. USAF'S obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for PROJECT purposes can be made. No legal liability on the part of USAF for any payment may arise until funds are made available to the 452nd Air Mobility Wing for this contract and until DISTRICT receives notice of such availability, to be confirmed in writing by USAF.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

BY

WARREN D. WILLIAMS
General Manager-Chief Engineer

UNITED STATES OF AMERICA

BY

RUSSELL A. MUNCY, Brig Gen
USAFR, 452nd Air Mobility Wing
Commander

Date

1 3 APR 2016

Date

1 3 APR 2016
HEACOCK CHANNEL PHASE 3 EXTENDS FROM 900-FT SOUTH OF GENTIAN AVE TO PERRIS VALLEY CHANNEL LATERAL A. THE PROJECT WILL BE CONSTRUCTED ON MARB PROPERTY AND A SMALL STRIP OF EXISTING HEACOCK STREET RIGHT OF WAY.

NOTE: ALSO KNOWN AS STAGE 4
Exhibit B –

“CO-OP”

Tri-party (Moreno Valley/MJPA/DISTRICT) Cooperative Agreement for Design
executed March 12, 2013

&

2-Party (USAF/MJPA) supplemental design MOA
executed July 28, 2014
COOPERATIVE AGREEMENT
Sunnymead MDP – Line B, Stage 3 (Heacock Channel)
Project No. 4-0-00011

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT, hereinafter called "DISTRICT", the CITY OF MORENO
VALLEY, hereinafter called "CITY", and the MARCH JOINT POWERS AUTHORITY,
hereinafter called "MJPA", hereby agree as follows:

RECATALS

A. DISTRICT, CITY and MJPA wish to work collaboratively to expedite the
completion of certain stormwater management facilities identified in DISTRICT'S Sunnymead
Master Drainage Plan (MDP) as Line B, hereinafter called "HEACOCK CHANNEL-STAGE
3", in order to provide necessary flood control and drainage to the adjacent area; and

B. HEACOCK CHANNEL-STAGE 3 consists of the following channel
segments: (i) from Cactus Avenue southerly to approximately 1,000 LF south of Meyer Drive,
hereinafter called PHASE 1, (ii) from PHASE 1 southerly to March Air Reserve Base's
(MARB) Z-Street Channel located approximately 1,000 LF south of Gentian Avenue,
hereinafter called PHASE 2, and (iii) from Z-Street Channel southerly to Perris Valley Channel
Lateral A, hereinafter called PHASE 3, as collectively shown in concept in red on Exhibit "A"
attached hereto and made a part hereof. PHASE 1, PHASE 2 and PHASE 3 are hereinafter
collectively called "DISTRICT DRAINAGE FACILITIES"; and

C. Associated with the construction of DISTRICT DRAINAGE FACILITIES
is the construction of certain inlet structures, certain catch basins, connector pipes and any other
associated improvements located within CITY held easements or rights of way, hereinafter
called "CITY APPURTENANCES"; and

D. Associated with the construction of DISTRICT DRAINAGE FACILITIES
is the construction of certain inlet structures, certain catch basins, connector pipes and any other
associated improvements located within MJPA held easements or rights of way, hereinafter
called "MJPA APPURTENANCES"; and

E. Together DISTRICT DRAINAGE FACILITIES, CITY
APPURTENANCES and MJPA APPURTENANCES are hereinafter called "PROJECT"; and

F. All parties recognize and acknowledge that the complete engineering
design and subsequent construction of PHASE 3 will be deferred until such time that
significant funding is secured from the March Air Reserve Base (MARB) and/or from alternate
sources; and, therefore, CITY will limit its funding for engineering design, environmental
review, and regulatory permitting efforts on PHASE 3 to a preliminary design level analysis
and report, hereinafter called "PDR", consisting of properly defined design parameters such as
i) the vertical and horizontal alignments, (ii) channel configuration, and (iii) hydraulics capacity
necessary for PHASE 3 to ensure that PHASE 1 and PHASE 2 will be a fully functional flood
control system upon construction completion; and

G. With that said, CITY has budgeted one million two hundred fifty thousand
dollars ($1,250,000) to fund MJPA to (i) prepare all aspects of engineering design, including
the preparation, processing, implementation and administration of all necessary environmental
studies and documents, environmental regulatory permits, and any associated mitigation
requirements for the construction, operation, and maintenance of PHASE 1 and PHASE 2, and
(ii) prepare a PDR for PHASE 3 as set forth herein; and

H. MJPA agrees to (i) administer a design contract, (ii) complete all necessary
environmental studies and documents, (iii) secure all necessary environmental regulatory
permits, (iv) implement all mitigation required as part of the environmental and regulatory
permitting processes for the construction, operation, and maintenance of PHASE 1 and PHASE 2 and (v) prepare a PDR for PHASE 3 as set forth herein; and

I. MJPA shall collect drainage fees, hereinafter called "DRAINAGE FEES", from those developments, including the master developer of March LifeCare Campus, that are located within the MJPA jurisdiction and whose storm runoff is tributary to HEACOCK CHANNEL-STAGE 3. MJPA agrees to forward to DISTRICT any DRAINAGE FEES collected for the purpose of constructing PHASE 1 and/or PHASE 2 under the terms and conditions of this Agreement.

J. MJPA has also conditioned the master developer of March LifeCare Campus to fully fund and construct an ultimate bridge structure at Meyer Drive, hereinafter called "BRIDGE". MJPA agrees to accept ownership and responsibility for the operation and maintenance of BRIDGE upon completion of construction. In the event that MJPA chooses to allow master developer of March LifeCare Campus, in lieu of constructing BRIDGE, to deposit funding for BRIDGE construction in advance of DISTRICT DRAINAGE FACILITIES construction, MJPA agrees to transfer said funds to DISTRICT for the construction of BRIDGE as a part of DISTRICT'S construction for PHASE 1. DISTRICT is willing to incorporate BRIDGE into its PHASE 1 construction contract provided that MJPA pays DISTRICT for the cost of constructing BRIDGE as set forth herein; and

K. CITY and MJPA agree to fund and secure, respectively, all temporary construction easements and permanent rights of way or easements necessary for the design, construction, operation, and maintenance of PHASE 1 and PHASE 2; and

L. CITY and MJPA agree to fund and secure, respectively, all rights of way and easements as may be necessary for all mitigation required as part of the environmental and regulatory permitting processes to offset any potential adverse impacts associated with the
design, construction, operation, and maintenance of PHASE 1 and PHASE 2; and

M. In the event that significant funding is secured from the MARB and/or alternate sources for the completion of engineering design and subsequent construction of PHASE 3, MJPA agrees to complete PHASE 3 by (i) administering a design contract, (ii) completing all necessary environmental studies and documents, (iii) securing all necessary environmental regulatory permits for the construction, operation and maintenance of PHASE 3, (iv) securing all necessary temporary construction easements and permanent rights of way or easements for construction, operation and maintenance of PHASE 3, (v) securing all rights of way and easements as may be necessary for all mitigation required for construction, operation and maintenance of PHASE 3, and (vi) implementing all mitigation required as part of the environmental and regulatory permitting processes for the construction, operation, and maintenance of PHASE 3; and

N. DISTRICT agrees to construct DISTRICT DRAINAGE FACILITIES provided that (i) funding becomes available and is appropriately budgeted for and approved by DISTRICT'S Board of Supervisors, and (ii) CITY and MJPA comply with all applicable terms and conditions as set forth in this Agreement; and

O. DISTRICT may choose to construct DISTRICT DRAINAGE FACILITIES either in segments or in its entirety depending upon the availability of funds; and

P. CITY and MJPA agree to accept ownership and responsibility for the operation and maintenance of CITY APPURTENANCES and MJPA APPURTENANCES, respectively, upon completion of construction; and

Q. DISTRICT agrees to accept ownership and responsibility for the operation and maintenance of PHASE 1, PHASE 2 or PHASE 3 as applicable, upon completion of construction for that particular segment of DISTRICT DRAINAGE FACILITIES; and
R. MJPA agrees to continue to negotiate with MARB regarding MARB'S financial participation in the design and construction of PHASE 3. In the event that MJPA is successful in their negotiations, MJPA agrees to forward to DISTRICT any funding received from MARB as a contribution for completion of PHASE 3 construction; and

S. DISTRICT, CITY and MJPA acknowledge it is in the best interest of the public to proceed with the construction of PROJECT at the earliest possible date.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION I

CITY shall:

1. Pursuant to California Environmental Quality Act (CEQA), act as a Responsible Agency and, as such, will have the corresponding responsibility to fulfill the obligations of a CEQA Responsible Agency with respect to PROJECT.

2. Pay MJPA to prepare, or cause to be prepared, separate plans and specifications for PHASE 1 and PHASE 2, hereinafter called "PHASE 1 IMPROVEMENT PLANS" and "PHASE 2 IMPROVEMENT PLANS", respectively, in accordance with applicable CITY and DISTRICT standards and to submit to DISTRICT for review and approval.

3. Pay MJPA to prepare, or cause to be prepared, PDR for PHASE 3.

4. Secure or cause to be secured, all necessary rights of way, easements, rights of entry and temporary construction easements as may be needed to construct, inspect, mitigate, operate and maintain PHASE 1 and PHASE 2 located within CITY'S jurisdictional boundaries.

5. Pay MJPA to secure, or cause to be secured, all necessary permits, approvals, licenses or agreements required by any Federal, State, or local resource or regulatory
agencies pertaining to the construction, operation and maintenance of PHASE 1 and PHASE 2.

Such documents, hereinafter called "REGULATORY PERMITS", may include, but are not limited to, a Section 404 permit issued by U.S. Army Corps of Engineers, a Section 401 Water Quality Certification and/or Waste Discharge Requirements issued by the California Regional Water Quality Control Board (CRWQCB) and/or State Water Resources Control Board, a Streambed Alteration Agreement issued by the California Department of Fish and Wildlife.

6. Pay MJPA to implement, or cause to be implemented, all environmental mitigation required in association with the construction, operation and maintenance of PHASE 1 and PHASE 2.

7. Pay MJPA to prepare, or cause to be prepared, all rights of way and easements documents deemed necessary by DISTRICT for the construction, operation and maintenance of PHASE 1 and PHASE 2.

8. Provide DISTRICT with copies of all REGULATORY PERMITS for the construction, operation and maintenance of PHASE 1 and PHASE 2, including any subsequent renewal or amendments thereto, for review and approval prior to final execution or acceptance by CITY or MJPA.

9. Provide DISTRICT, at the time of providing PHASE 1 and/or PHASE 2 IMPROVEMENT PLANS as set forth in Section 1.2., and prior to DISTRICT'S solicitation of bids for the construction of PHASE 1 and/or PHASE 2 pursuant to Section III.6., with duly executed easement(s) to the public for flood control and drainage purposes, including ingress and egress, or grant deed(s) of fee title where appropriate, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of PHASE 1 and/or PHASE 2, as appropriate. The easement(s) or grant deed(s) shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property.
described in the easement(s) or grant deed(s).

10. At the time of recordation of the conveyance document(s) as set forth in Section I.9., furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the estimated fee value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT’S interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are deemed acceptable.

11. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain PROJECT located within CITY owned rights of way or easements.

12. Order the relocation of all utilities installed by permit or franchise within CITY rights of way that are in conflict with PROJECT and which must be relocated at the utility company’s expense.

13. At its sole cost and expense, conduct periodic inspections of PHASE 1, PHASE 2 and/or BRIDGE construction, as applicable, for quality control purposes.

14. Upon completion of any segments of PROJECT construction and CITY’S receipt of DISTRICT’S Notice of Completion, assume ownership and sole responsibility for the operation and maintenance of CITY APPURTENANCES.
SECTION II

MJPA shall:

1. Pursuant to CEQA, assume the sole Lead Agency role for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. Prepare, or cause to be prepared, PHASE 1 IMPROVEMENT PLANS and PHASE 2 IMPROVEMENT PLANS as set forth in Section I.2., in accordance with applicable CITY and DISTRICT standards, and submit to CITY and DISTRICT for their review and approval. In the event that MJPA secured significant funding from the MARB and/or from alternate sources for the completion of engineering design and subsequent construction of PHASE 3, MJPA shall also prepare, or cause to be prepared, plans and specifications for PHASE 3, hereinafter called "PHASE 3 IMPROVEMENT PLANS", in accordance with applicable DISTRICT standards, and submit to DISTRICT for review and approval.

3. Prepare, or cause to be prepared, PDR for PHASE 3.

4. Secure, or cause to be secured, all necessary rights of way, easements, rights of entry and temporary construction easements as may be needed to construct, inspect, mitigate, operate and maintain PROJECT located outside of CITY'S jurisdictional boundaries.

5. Secure, or cause to be secured, all REGULATORY PERMITS necessary for the construction, operation and maintenance of PROJECT.

6. Ensure copies of all REGULATORY PERMITS, including any subsequent renewal or amendments thereto, are provided to DISTRICT for review and approval prior to its final execution or acceptance by CITY or MJPA.

7. Implement, or cause to be implemented, all environmental mitigation required in association with the construction, operation and maintenance of PROJECT.
8. Prepare, or cause to be prepared, all right of way documents deemed necessary by DISTRICT for the construction, and operation and maintenance of PROJECT.

9. Ensure DISTRICT is provided, at the time of providing IMPROVEMENT PLANS as set forth in Section II.2., and prior to DISTRICT'S soliciting of bids for the construction of PROJECT pursuant to Section III.6., with duly executed easement(s) to the public for flood control and drainage purposes, including ingress and egress, or grant deed(s) of fee title where appropriate, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of PROJECT. The easement(s) or grant deed(s) shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

10. At the time of recordation of the conveyance document(s) as set forth in Section II.9., furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the estimated fee value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are deemed acceptable.

11. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain PROJECT within MJP A owned rights of way or easements.

12. Order the relocation of all utilities installed by permit or franchise within MJP A rights of way that are in conflict with PROJECT and which must be relocated at the utility company's expense.

13. Within thirty (30) months of execution of this Agreement, endeavor to
have (i) the design for PHASE 1 and PHASE 2 completed, (ii) the PDR for PHASE 3 completed, (iii) all necessary environmental documents for PROJECT completed, (iv) all necessary environmental permits for PROJECT secured, (v) all environmental mitigation required in association with the construction, operation and maintenance of PHASE 1 and PHASE 2 implemented, and (vi) all necessary rights of way for PHASE 1 and PHASE 2 secured.

14. In the event that MJPA wishes to have DISTRICT construct BRIDGE as part of PHASE 1 construction:

(i) Submit a written request to DISTRICT (Attn: Design & Construction Division) regarding MJPA’S intent for DISTRICT to construct BRIDGE and provide all necessary documents for DISTRICT to construct BRIDGE as part of its PHASE 1 construction contract prior to DISTRICT advertising PHASE 1 for construction bids; and

(ii) Pay DISTRICT in the amount of 100% of bid price for BRIDGE construction, hereinafter called "INITIAL PAYMENT", upon receipt of DISTRICT invoice and bid documents; and

(iii) Pay DISTRICT for the difference between the final construction cost of BRIDGE and MJPA’S INITIAL PAYMENT as established in Section II.14.(ii) upon receipt of DISTRICT invoice as set forth in Section III.17; and

(iv) Accept sole responsibility for ownership, operation and maintenance of BRIDGE upon (a) receipt of DISTRICT’S Notice of Completion of PHASE 1, and (b) receipt of reproducible copy of record drawing plans for BRIDGE.
15. Within thirty (30) days of receiving written notice of DISTRICT'S intent to advertise any phase of PROJECT for construction pursuant to Section III.6., forward to DISTRICT any DRAINAGE FEES or other funds collected as a contribution for completion of that particular phase of PROJECT construction, as appropriate.

16. At its sole cost and expense, conduct periodic inspections of PROJECT and/or BRIDGE construction, as applicable, for quality control purposes.

17. Assume ownership and sole responsibility for the operation and maintenance of MJPA APPURTENANCES upon (a) receipt of DISTRICT'S Notice of Completion of PROJECT or any phase thereof, and (b) receipt of reproducible copy of record drawing plans for PROJECT or any phase thereof.

18. At its sole cost and expense, pay for all MJPA'S administrative costs associated with PROJECT.

SECTION III

DISTRICT shall:

1. Pursuant to CEQA, act as a Responsible Agency and, as such, will have the corresponding responsibility to fulfill the obligations of a CEQA Responsible Agency with respect to PROJECT.

2. At its sole cost and expense, review, comment and approve, as appropriate, all REGULATORY PERMITS, including any subsequent renewal or amendments thereto, prior to final execution or acceptance by CITY and MJPA.

3. At its sole cost and expense, review, comment and approve, as appropriate, PROJECT IMPROVEMENT PLANS.

4. At its sole cost and expense, review, comment and approve, as appropriate, all rights of way documents necessary for the construction and operation and maintenance of
PROJECT pursuant to Sections I.7 and II.8.

5. Record, or cause to be recorded, the easement(s) or grant deed(s) provided by CITY and/or MJPA pursuant to Sections I.9 and II.9.

6. Provide CITY and MJPA with written notice that DISTRICT intends to advertise PROJECT or any phase thereof for construction within thirty (30) days.

7. Advertise, award and administer a public works construction contract(s) for PROJECT or any phase thereof at its sole discretion.

8. Provide CITY and MJPA with written notice that DISTRICT has awarded a construction contract for PROJECT or any phase thereof.

9. Construct, or cause to be constructed, PROJECT or any phase thereof pursuant to a DISTRICT administered public works construction contract, in accordance with PROJECT IMPROVEMENT PLANS approved by DISTRICT, CITY and MJPA.

10. Construct, or cause to be constructed, BRIDGE as part of PHASE 1 provided MJPA's written request as set forth in Section II.14 (i) allows adequate time for DISTRICT to incorporate BRIDGE plans and specifications into its PHASE 1 construction contract prior to DISTRICT advertising PHASE 1 for construction bids.

11. Invoice MJPA for INITIAL PAYMENT, at the time of providing written notice to MJPA of the award of a construction contract, as set forth in Section III.8, for one hundred percent (100%) of the construction bid price for BRIDGE in the event that DISTRICT agrees to construct BRIDGE as part of its PHASE 1 construction contract.

12. Prior to commencing construction, schedule and conduct a pre-construction meeting between DISTRICT, DISTRICT'S construction manager, DISTRICT'S construction contractor(s), CITY and MJPA. DISTRICT shall notify CITY and MJPA at least twenty (20) days prior to conducting the pre-construction meeting.
13. Within two (2) weeks of completing construction, provide CITY and/or MJPA with written notice that construction is substantially complete and request that CITY and/or MJPA, as appropriate, conduct a final inspection of PROJECT or any phase thereof and BRIDGE, if applicable.

14. Upon completion of construction but prior to CITY and MJPA'S acceptance of CITY APPURTENANCES and MJPA APPURTENANCES, respectively, for ownership and responsibility for operation and maintenance, provide CITY and MJPA with a copy of the Notice of Completion and a set of reproducible record drawings of CITY APPURTENANCES and MJPA APPURTENANCES, respectively.

15. Upon completion of BRIDGE construction but prior to MJPA'S acceptance of BRIDGE for ownership and responsibility for operation and maintenance, provide MJPA with a copy of the Notice of Completion and a set of reproducible record drawings of BRIDGE.

16. Upon completion of construction of PROJECT or any phase thereof assume ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES or that particular phase thereof.

17. Invoice MJPA for remainder of BRIDGE construction cost, provided that the INITIAL PAYMENT is less than the final construction cost for BRIDGE. The invoice shall include a detailed breakdown of all costs, including but not limited to payment vouchers and other such documents as may be necessary, to establish the actual cost of construction.

SECTION IV

It is further mutually agreed:

1. Any MJPA'S financial contribution received by DISTRICT shall be used by DISTRICT solely for the purpose of constructing BRIDGE and/or PROJECT as set forth herein.
2. Except as otherwise provided herein, all construction work involved with PROJECT or any phase thereof shall be inspected by DISTRICT and shall not be deemed complete until approved and accepted as complete by DISTRICT.

3. CITY and MJPA personnel may observe and inspect all work being done on PROJECT, or any phase thereof, and BRIDGE, as applicable, but shall provide any comments to DISTRICT personnel who shall be solely responsible for all communications with its construction contractor(s).

4. In the event MJPA desires to include any additional work as part of BRIDGE construction contract, MJPA shall submit a written request to DISTRICT describing the additional work desired and agree to pay DISTRICT for any agreed upon work requested. Payment for any additional work shall be based upon actual quantities of materials installed at the contract unit prices bid, or at the negotiated change order prices.

5. DISTRICT will, at its sole discretion, elect to construct PROJECT in phase(s) as funding becomes available and is appropriately budgeted.

6. CITY shall indemnify, defend, save and hold harmless DISTRICT, County of Riverside and MJPA (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 CITY (including its officers, employees, agents, representatives, independent 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: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; and (d) any other element of any kind or nature whatsoever.
7. MJPA shall indemnify, defend, save and hold harmless DISTRICT, County of Riverside and CITY (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 MJPA (including its officers, employees, agents, representatives, independent 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: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; and (d) any other element of any kind or nature whatsoever.

8. DISTRICT shall indemnify, defend, save and hold harmless CITY and MJPA (including its officers, 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 DISTRICT (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent 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: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; and (d) any other element of any kind or nature whatsoever.

9. Any notices sent or required to be sent to any party shall be mailed to the following addresses:
10. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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

12. 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 a change of venue in such proceedings to any other county.

13. This Agreement is the result of negotiations between the parties hereto and with the advice and assistance of their respective counsel. No provision contained herein shall be construed against DISTRICT solely because, as a matter of convenience, it prepared this Agreement in final form.

14. Any waiver by DISTRICT, CITY or MJPA of any breach by the others 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 thereof. Failure on the part of
DISTRICT, CITY or MJPA to require from the other exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT, CITY or MJPA from enforcement hereof.

15. 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 shall not be changed or modified except by the written consent of all parties hereto.

16. DISTRICT, CITY and MJPA each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the other's facilities.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement

on MAR 1 2 2013
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By WARREN D. WILLIAMS
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

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

APPROVED AS TO FORM:

By PAMELA J. WALLS
County Counsel

By NEAL KIPNIS
Deputy County Counsel

ATTEST:

By KEcia HARPER-IHEM
Clerk of the Board

By Deputy
(SEAL)

Cooperative Agreement
Sunnymead MDP - Line B, Stage 3 (Heacock Channel)
02/04/13
TT:blj
RECOMMENDED FOR APPROVAL:

By

AHMAD R. ANSARI, P.E.
Public Works Director/City Engineer

APPROVED AS TO FORM:

By

SUZANNE BRYANT
Acting City Attorney

ATTEST:

JANE HALSTEAD
City Clerk

CITY OF MORENO VALLEY
A municipal corporation

By

HENRY GARCIA
Manager

Cooperative Agreement
Sunnymead MDP - Line B, Stage 3 (Heacock Channel)
02/04/13
TT:blj
MARCH JOINT POWERS AUTHORITY
A joint powers agency

By
LORI STONE
Executive Director

ATTEST:
Printed Name Casey L. Allen
Title Admin/Props/mgr

APPROVED AS TO FORM:
By
Best, Best & Krieger LLP
MJPA General Counsel

Cooperative Agreement
Sunnymead MDP - Line B, Stage 3 (Heacock Channel)
02/04/13
TT:blj
MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
DEPARTMENT OF THE AIR FORCE
AND
THE MARCH JOINT POWERS AUTHORITY

Made and entered into between March Air Reserve Base (MARB), an Air Force Reserve Component (AFRC) installation, hereinafter referred to as the "USAF", acting by and through the Commander, 452nd Air Mobility Wing, and the March Joint Powers Authority, hereinafter referred to as the "MJPA", with its principal place of business at 23555 Meyer Drive, Riverside, CA 92518.

WITNESSETH:

WHEREAS, the USAF and MJPA wish to work collaboratively to expedite the completion of certain storm water management facilities known as the Heacock Channel in order to provide necessary flood control and drainage protection to the adjacent areas; and

WHEREAS, the USAF owns adjoining property on and along the Heacock Channel at the MARB, hereinafter referred to as Stage 3 of the Heacock Channel Project, and as illustrated on the attached Exhibit A; and

WHEREAS, the MJPA will administer the design contract for Stage 3 pursuant to Section II.2 of an existing Cooperative Agreement for Sunnymead MDP – Line B (hereinafter referred to as Coop Agreement) Project No. 4-0-00011 (attached hereto as Exhibit B): causing Stage 3 design plans to proceed from 35% (previously funded under the Coop Agreement) to 100% completion. The MJPA is requesting funding in the amount of approximately one hundred and twenty two thousand ($122,000) dollars by the USAF to complete the remaining portion of the Stage 3 design.

NOW, THEREFORE, the USAF accepts the responsibility to pay the remaining associated design costs, approximated at one hundred twenty two thousand dollars ($122,000), but not to exceed one hundred and fifty thousand ($150,000) dollars. Costs exceeding one hundred twenty two thousand dollars ($122,000) shall require written approval by the USAF.

1. BASIS OF DESIGN: The MJPA will ensure that the design meets all requirements of the Federal, State or local regulatory agencies. Further, the design must comply with the specific requirements of Riverside County Flood Control and Water Conservation District (District), and all plans must be submitted to District for review and approval.

2. REVIEW: The USAF reserves the right to review each design submittal for the design of Stage 3. The USAF agrees to not unduly delay the design work being performed due to its review. The MJPA shall forward copies of all design submittals and reports to USAF.

3. FINAL DESIGN DRAWINGS: The MJPA will provide the USAF with (2) sets of signed 100% complete design drawings and electronic AutoCad (2012 or newer) files upon completion of the design Stage 3 stormwater channel design. USAF acknowledges that a separate agreement with the District may be required by the District prior to that agency’s final approval of Stage 3 construction plans; however, such action is not a part of this MOA.

4. PAYMENTS: Certified invoices shall be forwarded to the Air Force for reimbursement at the following address, 452nd Base Civil Engineer, 610 Meyer Dr., Bldg. 2403, March ARB, CA 92518-2166 and payments will be processed within 30-days of receipt.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

BY [Signature]
LORI M. STONE
Executive Director
March Joint Powers Authority
23555 Meyer Drive, Riverside, CA 92518

Date: 7/29/14

UNITED STATES OF AMERICA

BY [Signature]
RUSSELL A. MUNCY, Colonel
452nd Air Mobility Wing
Commander

Date: 7/29/14
COMMISSION MEMORANDUM NO. 2018.15

DATE: February 6, 2018

TO: SAWPA Commission

SUBJECT: Quitclaim of Easement – City of Lake Elsinore

PREPARED BY: Carlos Quintero, Operations Manager

RECOMMENDATION
That the Commission quitclaim an existing easement for utility and roadway purposes to the City of Lake Elsinore.

DISCUSSION
SAWPA acquired an easement for utility and roadway purposes as part of eminent domain proceedings per document recorded on September 5, 1995 as instrument number 292030 in the Riverside County Official Records. The easement was acquired as part of the Lake Elsinore Management Project improvements to stabilize the lake levels. The City of Lake Elsinore has requested that SAWPA quitclaims the easement to allow construction of low income housing.

A flooding easement was acquired as well. The flooding easement will remain in place.

CRITICAL SUCCESS FACTORS
N/A

RESOURCE IMPACTS
There is no fee to record the quitclaim of easement. Staff time to prepare and review the easement documentation is budgeted under Fund 100 – General Fund.

Attachments:
1. Quitclaim of Easement
2. Legal Description & Plat Map
QUITCLAIM OF EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Santa Ana Watershed Project Authority ("SAWPA"), a public agency, does hereby quitclaim to the City of Lake Elsinore, a municipal corporation, that certain easement for road and utility purposes as described in that certain Final Order of Condemnation, Granted to Santa Ana Watershed Project Authority, per document recorded September 5, 1995, as Instrument No. 292030, in the Official Records of Riverside County, California.

The road and utility purposes easement legal description and plat map being quitclaimed herein are attached hereto as Exhibits “A” and “B”, respectively.

Dated: _______________________, 2018

SANTA ANA WATERSHED PROJECT AUTHORITY
A public agency

By:    ________________________________

Susan Lien Longville, Chair

ATTEST:

_________________________________
Kelly Berry, Clerk of the Board

[Certificate of Acceptance by City of Lake Elsinore required.]
EXHIBIT 'A' 
LEGAL DESCRIPTION

THAT PORTION OF REAL PROPERTY, SITUATED IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING OVER AND ACROSS A PORTION OF THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNADINO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF THAT CERTAIN STRIP EASEMENT, (40 FEET IN WIDTH), RESERVED FOR ROAD AND UTILITIES PURPOSES, AS DESCRIBED IN A FINAL ORDER OF CONDEMNATION, GRANTED TO SANTA ANA WATERSHED PROJECT AUTHORITY, PER DOCUMENTRecorded SEPTEMBER 05, 1995, AS INSTRUMENT NO. 292030, OF OFFICIAL RECORDS.

AS SHOWN ON EXHIBIT 'B', ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME
OR UNDER MY DIRECTION

SCOTT M. WILSON, P.L.S. 7434
MY LICENSE EXPIRES 12/31/19
JANUARY 03, 2018
EXHIBIT 'B'
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

NOTES:
( ) = RECORD DATA PER INSTRUMENT NO. 95-292030 O.R.
RECORDED SEPTEMBER 05, 1995

EASEMENT RIGHTS FOR ROAD & UTILITIES PURPOSES
TO BE QUITCLAIMED

EASEMENT RIGHTS TO SEEP, FLOOD, FLOW & INUNDATE
BLANKET IN NATURE – TO REMAIN

P.O.B.
ROAD & UTILITIES
EASEMENT RESERVATION

P.O.B.
MOST N’LY
CORNER
LOT 12

LOT 12
BLOCK "D", OF ELSONORE
M.B. 6/296 S.D.CO. REC.

RESUBDIVISION OF BLK 'D', OF ELSONORE
M.B. 6/296 S.D.CO. REC.

EAST LINE OF RANCHO LA LAGUNA

NEWLY PROLONGATION OF NWLY LINE OF LOT 12

APN: 365-030-001

PORTION
SE 1/4 SECTION 16
T.SS. R.4W. SB.B.M.

WILSON MIKAMI CORPORATION
9 CORPORATE PARK, SUITE 100
IRVINE, CA 92606

J.N. 10269.00  DATE: 03/03/18
COMMISSION MEMORANDUM NO. 2018.12

DATE: February 6, 2018

TO: SAWPA Commission

SUBJECT: Proposition 1 IRWM Status and Sacramento Trip

PREPARED BY: Mark Norton, Water Resources and Planning Manager

RECOMMENDATION
It is recommended that the SAWPA Commission receive and file this information report regarding Proposition 1 Integrated Regional Water Management (IRWM) Round 1 status and outcome from recent visit with Department of Water Resources (DWR) and State Water Resources Control Board (State Board) senior staff in Sacramento on January 22, 2018.

DISCUSSION
On January 25th, an informational report was provided to the OWOW Steering Committee regarding a meeting held on January 22, 2018 with Carmel Brown, Chief of the Financial Assistance Branch within the Division of Integrated Regional Water Management (IRWM) and Arthur Hinojosa, Chief, Division of IRWM to discuss the ongoing efforts to administer the IRWM program and future Proposition 1 outlays for IRWM grant funding. SAWPA staff reported that so far no further release of information about the draft Proposition 1 IRWM Implementation Round 1 Project Solicitation Package (PSP) has occurred to the Roundtable of Regions, a coalition of IRWM regions across California or to SAWPA Staff. The PSP draft will describe how DWR intends to direct and administer the first of two implementation funding rounds of Proposition 1. For our watershed, the first round was previously anticipated to be approximately $23,000,000, with possibly an additional amount of up to $6,300,000 for projects that benefit disadvantaged communities.

On January 22, 2018, SAWPA staff met with the CA Department of Water Resources senior management to discuss the merits and accomplishments of the SAWPA IRWM Plan known as One Water One Watershed Plan. Information was also being sought from them on the latest schedule for the release of the PSP. SAWPA staff also visited State Water Resources Control Board Executive Director, Eileen Sobeck, to discuss ongoing coordination efforts of other water planning such as Stormwater Resource Plans and Groundwater Sustainability Plans with IRWM plans as well as with several legislators to discuss the merits of OWOW, SAWPA Roundtables, and the Inland Empire Brine Line.

A PowerPoint presentation staff report about the visit with DWR will be provided to the SAWPA Commission.

CRITICAL SUCCESS FACTORS
- A strong reputation and sufficient capacity within SAWPA staff for strategic facilitation, planning, communication, leadership and community engagement.
- Successful implementation of an integrated regional water resource plan that reflects the watershed management needs of the public and the environment.

RESOURCE IMPACTS
No impacts.

Attachments:
1. PowerPoint Presentation – Prop 1
IRWM Funding Areas of Prop 1

1. North Coast
2. San Francisco Bay Area
3. Central Coast
4. Los Angeles
5. Santa Ana Sub-Region
6. San Diego Sub-Region
7. Sacramento River
8. San Joaquin River
9. Tulare/Kern
10. North/South Lahontan
11. Colorado River Basin
12. Mountain Counties
One Water One Watershed (OWOW) Plan is SAWPA’s Integrated Regional Water Management (IRWM) Plan

SAWPA’s service area is the Santa Ana Funding Area

SAWPA is also the only State recognized IRWM region in this Funding Area (Huge advantage!!)

Most other Funding Areas have multiple IRWM regions which have to compete for funding
## Available Prop 1 IRWM Funding

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<td>Mountain Counties</td>
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<td>$650,000</td>
<td>$1,300,000</td>
<td>$1,300,000</td>
<td>$9,490,000</td>
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<td><strong>Total</strong></td>
<td>$510,000,000</td>
<td>$10,200,000</td>
<td>$25,500,000</td>
<td>$51,000,000</td>
<td>$51,000,000</td>
<td>$372,300,000</td>
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</table>

*Remaining Statewide Funding

| Planning Solicitation | $5,000,000  |
| Implementation Solicitations | $367,300,000 |
| **TOTAL**             | $372,300,000 |
Prop 1 Implementation Eligible Projects

Included, but not limited to:
• Decision support tools
• Conjunctive use
• Improvement of water quality
• Storm water resource management
• Surface and underground water storage
• Water conveyance facilities
• Water desalination projects
• Water reuse and recycling
• Water-use efficiency and water conservation
• Watershed protection, restoration, and management projects
Prop 1 Requirements Eligible Applicants to SAWPA OWOW & Funding Match

- Public Agencies
- Non-profit Organizations
- Public Utilities
- Federally Recognized Indian Tribes
- California Native American Tribes
- Mutual Water Companies

Non-State cost share not less than 50% of total project cost
- May be waived for certain projects benefiting Disadvantaged Communities, Economically Distressed Areas & Under Represented Communities
Prop 1 Requirements (Cont.)

- Projects must be included in IRWM Plan (OWOW Plan) and:
  - Respond to climate change and
  - Contribute to regional water security (water supply reliability)

- Projects will address the most critical statewide needs by funding area and priorities for public funding

- Priority will be given to projects that leverage non-State funding or produce greatest public benefit

- Special consideration for projects that:
  - Achieve multiple benefits
  - Employ new or innovative technology or practices
DWR Principles for Change in Process

• Improve engagement between DWR and the IRWM regions to discuss how proposed projects will help the region and Funding Area.

• DWR seeks opportunity to clarify and understand projects in an application and ensure that the most critical needs within a Funding Area are met.

• Maintain competition in the process but regional competition may be accepted for those Funding Areas with one IRWM region like SAWPA.

• Ensure projects developed through DCI Program have greatest chance to receive Implementation Grant Funding.
Prop 1 Priorities

Priority will be given to projects that leverage non-State funding or produce greatest public benefit.

Special consideration for projects that:

– Cover a greater portion of the watershed
– Achieve multiple benefits and
– Employ new or innovative technology or practices
Proposed Revised Process

- Step 1 – Applicant presentation/consultation
- Step 2 – DWR response
- Step 3 – IRWM Region submits application
- Step 4 – DWR Evaluates and makes Draft Funding Recommendation
Step 1– Applicant Presentation/Consultation

Applicant presents:
- Region description and critical needs
- Potential projects that could address those needs and demonstrates how they are eligible
- How past IRWM funding has contributed to addressing the needs and how the proposed projects build on past projects
- Nature of stakeholder coordination

Critical Need Examples
- Water Supply, Water Quality, Flood Management, etc.
Step 2– DWR Response
- DWR reviews potential projects
- Does not score, but provides applicant with a list of observations and comments

Step 3 – Application
- Applicant may drop/replace/adjust projects based on DWR’s review
- IRWM Region submits application
Step 4– Application Evaluation

- DWR evaluation produces project specific and overall proposal scores
- DWR makes Draft Funding Recommendation
  - Similar to existing process, DWR will not drop individual eligible projects from a proposal
Meeting with DWR Upper Mgt - 1/22/18

- Eliminate scoring for Funding Areas with just one IRWM and Funding Areas with funding agreements
  - DWR staff still seems receptive

- Flexibility on use of disadvantaged community implementation grants after DCI Program is complete
  - DWR staff still seems receptive to allowing IRWM to shift grant timing to complete disadvantaged community involvement
Future OWOW grant applications
- 2018-19
  1st Round Implementation Projects - $23 million
- 2020-21
  2nd Round Implementation projects - $23 million
- Or 2018-2021
  Funding allocation and timing negotiated with DWR

Disadvantaged Communities projects
- $6.3 million split between these two rounds (?)
- Or funding allocation and timing negotiated with DWR
Meeting with DWR Upper Mgt - 1/22/18

Roundtable of Regions will see Conceptual Grant Application PSP (Proposal Solicitation Package) in Feb. 2018

Official release of draft PSP Apr. 2018

Final release of PSP in June 2018
# Schedule - Future Prop 1 IRWM Implementation Grants Program

<table>
<thead>
<tr>
<th>Program</th>
<th>Draft Grant Application (PSP)</th>
<th>Final Grant Application (PSP)</th>
<th>Grant Application Due to DWR</th>
<th>Execute Agreement</th>
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<tbody>
<tr>
<td>Prop 1 Round 1 Implementation &amp; Disadvantaged Communities Implementation</td>
<td>April 2018</td>
<td>June 2018</td>
<td>Late Fall 2018</td>
<td>Winter 2018/2019</td>
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<tr>
<td>Prop 1 Round 2 Implementation &amp; Disadvantaged Communities Implementation</td>
<td>Winter 2019/2020</td>
<td>Spring 2020</td>
<td>Summer 2020</td>
<td>Fall 2020</td>
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<td>Prop 1 Rounds 1 &amp; 2</td>
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<td></td>
<td>Allocation and timing of both rounds negotiated with DWR</td>
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OWOW Schedule

SAWPA Commission Meetings

- Feb 21st
- Apr 18th
- Jun 20th
- Aug 15th
- Oct 17th
- Dec 19th
- Feb 20th
- Apr 17th
- Jun 19th
- Aug 21st
- Oct 16th

- Plan Update Begin
- DCI & Planning Grant Contracts Executed
- Goals & Objectives Reviewed
- Collaborative Project Development
- Pillar Workgroups Chapter Updates
- Draft Pillar Chapters Due
- Final Pillar & General Chapters Due
- Disadvantaged Communities Involvement Program
- Grant Guidelines Released for Comments
- Final Grant Guidelines Released
- Grant Application Prepared and Submitted
- OWOW Plan Update 2018 adopted

Steering Committee Meetings

- Jan 26th
- May 25th
- July 27th
- Sept 28th
- Nov 16th
- Jan 25th
- Mar 22nd
- May 24th
- Jul 26th
- Sept 27th

DWR Implementation Grant Request Due Date – Summer 2018

- May 25th
- Feb 21st
- Apr 18th
- Jun 20th
- Aug 15th
- Oct 17th
- Dec 19th
- Feb 20th
- Apr 17th
- Jun 19th
- Aug 21st
- Oct 16th

- Grant Guidelines Released for Comments
- Final Grant Guidelines Released
- Grant Application Prepared and Submitted
- OWOW Plan Update 2018 adopted
Questions?
COMMISSION MEMORANDUM NO. 2018.17

DATE: January 16, 2018

TO: SAWPA Commission

SUBJECT: Sponsorship of Maven’s Notebook and California Water Library

PREPARED BY: Rich Haller, General Manager

RECOMMENDATION
It is recommended that the SAWPA Commission approve a donation of $500 to Maven’s Notebook and $1,000 to the California Water Library.

DISCUSSION

Maven’s Notebook

Maven’s Notebook is a website on California water featuring original news and content from a variety of other internet resources. The blog, published six days a week, follows policy on a statewide basis regarding important issues such as ground water, the water bond, and other state and federal legislation. The focus is on major planning processes such as the Bay Delta Conservation Plan, the Bay-Delta Water Quality Control Plan, and activities of the State Water Resources Control Board, the Delta Stewardship Council, and the California Water Commission.

It is proposed to support this important water blog, which is a valuable resource on water issues for SAWPA staff and the public, with a donation of $500.

California Water Library

The California Water Library (CWL) is a website designed to provide easy, organized access to published information about California Water. It offers a means by which any interested party can access the information necessary to make informed decisions regarding California’s water. The CWL provides streamlined access to a curated collection of reports, articles, essays, fact sheets, research, white papers, and other documents generated by state agencies, federal agencies, and non-governmental organizations. Research tools enable users to locate documents based on author, publisher, date, title, keyword, etc.

Making information on the Santa Ana River developed by SAWPA available to stakeholders, agencies and the public is an important goal of SAWPA. While most of these documents are available on the SAWPA website, the CWL website has been structured to search for and locate documents.

It is proposed to support this important website with a contribution of $1,000 and to post key SAR watershed documents. CWL founding sponsors include the Inland Empire Utilities Agency and San Bernardino Valley Municipal Water District.
CRITICAL SUCCESS FACTORS
OWOW CSF 5. A strong reputation and sufficient capacity within SAWPA staff for strategic facilitation, planning, communication, leadership and community engagement.

OWOW CSF 9. Data and information needed for decision-making is available to all.

RESOURCE IMPACTS
Funding is budgeted under Fund 100.

Attachments:
None.
COMMISSION MEMORANDUM NO. 2018.13

DATE: January 16, 2018

TO: SAWPA Commission

SUBJECT: Commissioner Representation on the OWOW Steering Committee

PREPARED BY: Rich Haller, General Manager

RECOMMENDATION
It is recommended that the SAWPA Commission adopt Resolution No. 2018-1 establishing a rotation of appointments to the One Water, One Watershed (OWOW) Steering Committee and rescinding Resolution No. 2017-12.

DISCUSSION
On September 5, 2017, the Commission expressed a desire to adopt a rotation of Commissioners assigned to the OWOW Steering Committee. Staff was directed to prepare a Resolution establishing the Commission Vice Chair and Secretary/Treasurer as the assigned Commission representatives to the OWOW Steering Committee, with the Vice Chair serving as convener. The term of service will remain four (4) years maximum (two years as SAWPA Secretary/Treasurer, two years as SAWPA Vice Chair).

On October 3, 2017, the Commission adopted Resolution No. 2017-12 establishing a rotation of appointments to the One Water, One Watershed (OWOW) Steering Committee in line with the historical rotation of officers among the member agencies. Resolution No. 2017-12 is attached for reference.

On January 16, 2018, staff presented Resolution No. 2018-1 for adoption in order to allow OWOW Committee attendance by an Alternate Commissioner in the absence of the Commissioner due to conflicting calendar commitments. The established rotation among the member agencies remained; however, if a Commissioner should be unable to attend an OWOW Committee meeting, the member agency’s Alternate Commissioner may attend in place of the Commissioner. After discussion, the Commission did not adopt Resolution No. 2018-1. Alternatively, staff was directed to conduct a poll of the existing OWOW Steering Committee members seeking input for possible alternate dates on which the Committee meetings could be held. A poll was conducted and there was no consensus on alternative dates.

Staff is recommending adoption of Resolution No. 2018-1, establishing that should either/both the Vice Chair and/or the Secretary-Treasurer of the Commission be unavailable to serve for all or a portion of said four (4) year term, the Commission shall appoint another SAWPA Commissioner to the OWOW Steering Committee in accordance with the established historical rotation of officers among the member agencies.

CRITICAL SUCCESS FACTORS
There is no critical success applicable to this action.

RESOURCE IMPACTS
No resource impacts.

Attachments:
1. Resolution No. 2017-12
2. Resolution No. 2018-1
RESOLUTION NO. 2017-12

A RESOLUTION OF THE COMMISSIONERS OF THE SANTA ANA WATERSHED PROJECT AUTHORITY ESTABLISHING A ROTATION OF APPOINTMENTS TO THE ONE WATER, ONE WATERSHED (OWOW) STEERING COMMITTEE

WHEREAS, the SAWPA Commission established and convened the OWOW Steering Committee in 2008 to provide oversight for the development and implementation of the OWOW Plan through a regional stakeholder process;

WHEREAS, the SAWPA Commission approved an amended governance document defining the OWOW Steering Committee roles and membership in January 2013;

WHEREAS, the governance document provides OWOW Steering Committee members shall be appointed to serve terms of four (4) years with staggered end dates;

WHEREAS, the governance document provides for two members of the SAWPA Commission to be appointed to the OWOW Steering Committee by the SAWPA Commission; and

WHEREAS, the SAWPA Commission desires that SAWPA’s participation in the OWOW Steering Committee be shared by commissioners on a rotational basis.

NOW THEREFORE, the SAWPA Commission hereby resolves as follows:

1. The two SAWPA Commission representatives appointed to the OWOW Steering Committee will henceforth be the Vice Chair and Secretary-Treasurer of the Commission.

2. The Vice Chair of the SAWPA Commission shall serve as the convener of the OWOW Steering Committee.

3. Should either/both the Vice Chair and/or the Secretary-Treasurer of the Commission be unavailable to serve for all or a portion of said four (4) year term, the Commission shall appoint another representative from the SAWPA Commission to the OWOW Steering Committee, specify the length of the term to be served or portion thereof, and when applicable designate who will serve as convener.

ADOPTED this 3rd day of October, 2017.

SANTA ANA WATERSHED PROJECT AUTHORITY

By: [Signature]

Susan Lien Longville, Chair

Attest:

[Signature]

Kelly Berry, CMC
Clerk of the Board
RESOLUTION NO. 2018-1

A RESOLUTION OF THE COMMISSIONERS OF THE SANTA ANA WATERSHED PROJECT AUTHORITY ESTABLISHING A ROTATION OF APPOINTMENTS TO THE ONE WATER, ONE WATERSHED (OWOW) STEERING COMMITTEE AND RESCINDING RESOLUTION NO. 2017-12

WHEREAS, the SAWPA Commission established and convened the OWOW Steering Committee in 2008 to provide oversight for the development and implementation of the OWOW Plan through a regional stakeholder process;

WHEREAS, the SAWPA Commission approved an amended governance document defining the OWOW Steering Committee roles and membership in January 2013;

WHEREAS, the governance document provides OWOW Steering Committee members shall be appointed to serve terms of four (4) years with staggered end dates;

WHEREAS, the governance document provides for two members of the SAWPA Commission to be appointed to the OWOW Steering Committee by the SAWPA Commission;

WHEREAS, the SAWPA Commission has established a historical rotation of officers among the member agencies;

WHEREAS, the SAWPA Commission desires that SAWPA’s participation in the OWOW Steering Committee be shared by Commissioners on the same rotational basis of member agencies as the historical rotation of officers; and

WHEREAS, the SAWPA Commission desires to provide direction should a Commissioner be unavailable to attend OWOW Steering Committee meetings.

NOW THEREFORE, the SAWPA Commission hereby resolves as follows:

1. The two SAWPA Commission representatives appointed to the OWOW Steering Committee will henceforth be the Commissioner from the member agencies whose board member has been appointed as Vice Chair and Secretary-Treasurer of the Commission.

3. The Vice Chair of the SAWPA Commission shall serve as the Convener of the OWOW Steering Committee.

4. Should either/both the Vice Chair and/or the Secretary-Treasurer of the Commission be unavailable to serve for all or a portion of said four (4) year term, the Commission shall appoint another SAWPA Commissioner to the OWOW Steering Committee in accordance with the established historical rotation of officers among the member agencies, specify the length of the term to be served or portion thereof, and when applicable designate who will serve as Convener.
5. Resolution No. 2017-12 is hereby rescinded upon adoption of this Resolution No. 2018-1.

ADOPTED this 6th day of February, 2018.

SANTA ANA WATERSHED PROJECT AUTHORITY

By: ______________________________________
    Susan Lien Longville, Chair

Attest:

___________________________________________
    Kelly Berry, CMC, Clerk of the Board
COMMISSION MEMORANDUM NO. 2018.16

DATE: February 6, 2018

TO: SAWPA Commission

SUBJECT: Request for Approval to Attend International Conference

PREPARED BY: Rich Haller, General Manager

RECOMMENDATION
That the Commission authorize SAWPA staff member Mike Antos to attend the Sino-American Technology & Engineering Conference in Beijing, China May 13-20, 2018, for a total of five (5) working days, excluding travel, lodging and per diem expenses.

DISCUSSION
A member of SAWPA staff, Mike Antos, has been invited to attend and present at the Sino-American Technology and Engineering Conference (SATEC) in Beijing China. The conference has among its six key topics both "green city" and "sponge city". Mike would present within a Water Resources session about SAWPA and efforts within the Santa Ana River watershed. This invitation comes from contacts he made at his previous place of employment (Council for Watershed Health), and a prior trip to China to consult with the Beijing Water Science and Technology Institute.

The cost to SAWPA would be the salary for the work days to travel and participate in the event. Work days are estimated at 5 days total. All other expenses will be covered by the conference organizers or the employee.

This bi-annual international conference is led by the Chinese Institute of Engineers – USA (CIE-USA), and offers a rare opportunity to learn about the technologies and best practices. A translation of their outreach materials says:

*The 12th SATEC will be held in 2018 in Beijing, focusing on six global industry transformation needs that are key to the continued economic growth of China: (1) biological medicine, (2) transformation and upgrading of coal chemical industry, (3) new materials, (4) green city, (5) sponge city, and (6) smart manufacturing equipment. The co-sponsors include two other reputable international organizations: American Society of Mechanical Engineers (ASME) and Canadian Society for Civil Engineering (CSCE). Over the past 24 years, SATEC has made various contributions to the technological transformation of China... Additionally, it has facilitated international collaboration on city management and smart manufacturing... Finally, it has promoted career growth of countless foreign experts in China.*
CIE-USA is a co-founder of SATEC, and is committed to the success of future SATEC events, which would be invaluable to China, to the United States, and to friendship and cooperation between China and the United States.

**CRITICAL SUCCESS FACTORS**

OWOW CSF 5. A strong reputation and sufficient capacity within SAWPA staff for strategic facilitation, planning, communication, leadership and community engagement.

Roundtable CSF 1. SAWPA has a strong reputation as a watershed-wide, knowledgeable, neutral and trusted facilitator, leader, and administrator of contracted activities.

**RESOURCE IMPACTS**

SAWPA staff costs are included in Fund 100 and are budgeted.
SAWPA COMMISSION MEMORANDUM NO. 2018.14

DATE: February 6, 2018

TO: SAWPA Commission

SUBJECT: SAWPA Website - www.sawpa.org

PREPARED BY: Dean Unger, Information Systems & Technology Manager

RECOMMENDATION
Receive and file this status report on the release of the new SAWPA website and some of its features and functionality.

DISCUSSION
On January 10, 2018, SAWPA launched the new SAWPA website www.sawpa.org. The website provides a refreshed look with up-to-date capabilities, ease of use, and enhanced mobile features. The goal was to provide easy access to reports and documents while modernizing the look and feel with story maps and improved graphics. The current site utilizes the most recent WordPress software release, and the site itself sits behind a cloud firewall for security.

Background
SAWPA refreshes its website interface about every 5 years. Although these websites are always being kept up to date document wise, the support software and capabilities need to be updated.

CRITICAL SUCCESS FACTORS
The SAWPA website supports all departments, projects, member agencies as well as stakeholders.

RESOURCE IMPACTS
No impact.