

## Who is SAWPA

### SAWPA is a Watershed Agency Focused on Regional Water Issues

Formed in 1968, the Santa Ana Watershed Project Authority (SAWPA) was created to help resolve interagency conflicts and address regional water issues in the Santa Ana River watershed. SAWPA tackles issues related to water supply reliability, water quality improvement, recycled water, wastewater treatment, groundwater management, and brine disposal.

## SAWPA's Role

### SAWPA Administrates the Task Force

SAWPA serves as administrator for the Task Force and facilitates meetings, administrates contract services, manages the Task Force Agreement.

### SAWPA Supports its Member Agencies with Water Planning

SAWPA is a joint powers authority of 5 member agencies that supports water resources planning. SAWPA works with legislators, funding sources, planners, regulators, and all other stakeholders including the concerned public to build collaborative, regional solutions to meet the region's water needs.

## SAWPA Regional Planning Efforts

- Basin Monitoring Program Task Force
- Emerging Constituents Program Task Force
- Imported Water Recharge Workgroup
- Regional Water Quality Task Force
- One Water One Watershed Program
- Santa Ana Sucker Conservation Team
- Lake Elsinore and Canyon Lake TMDL Task Force

## Learn More and Contact Information

For the latest information on the Middle Santa Ana River Watershed TMDL Task Force, please visit:

-  [www.sawpa.org/task-forces/middle-santa-ana-river-watershed-tmdl-taskforce/](http://www.sawpa.org/task-forces/middle-santa-ana-river-watershed-tmdl-taskforce/) OR
-  [www.CAWaterLibrary.net](http://www.CAWaterLibrary.net) OR
-  Contact Rick Whetsel at [rwhetsel@sawpa.org](mailto:rwhetsel@sawpa.org)



# MIDDLE SANTA ANA RIVER WATERSHED TMDL TASK FORCE

*The Middle Santa Ana River TMDL Task Force works on improving water quality by reducing bacterial concentrations in local waterbodies.*



## What is the Task Force?

### Middle Santa Ana River (MSAR) Watershed Total Maximum Daily Load (TMDL) Task Force

The Task Force is an 18-agency collaborative effort organized by SAWPA. It was formed in January 2006 to coordinate water quality improvement activities related to bacteria in the Middle Santa Ana River Watershed. The activities were designed to manage or eliminate sources of bacterial indicators in local waterbodies.

## What are the goals of the Task Force?

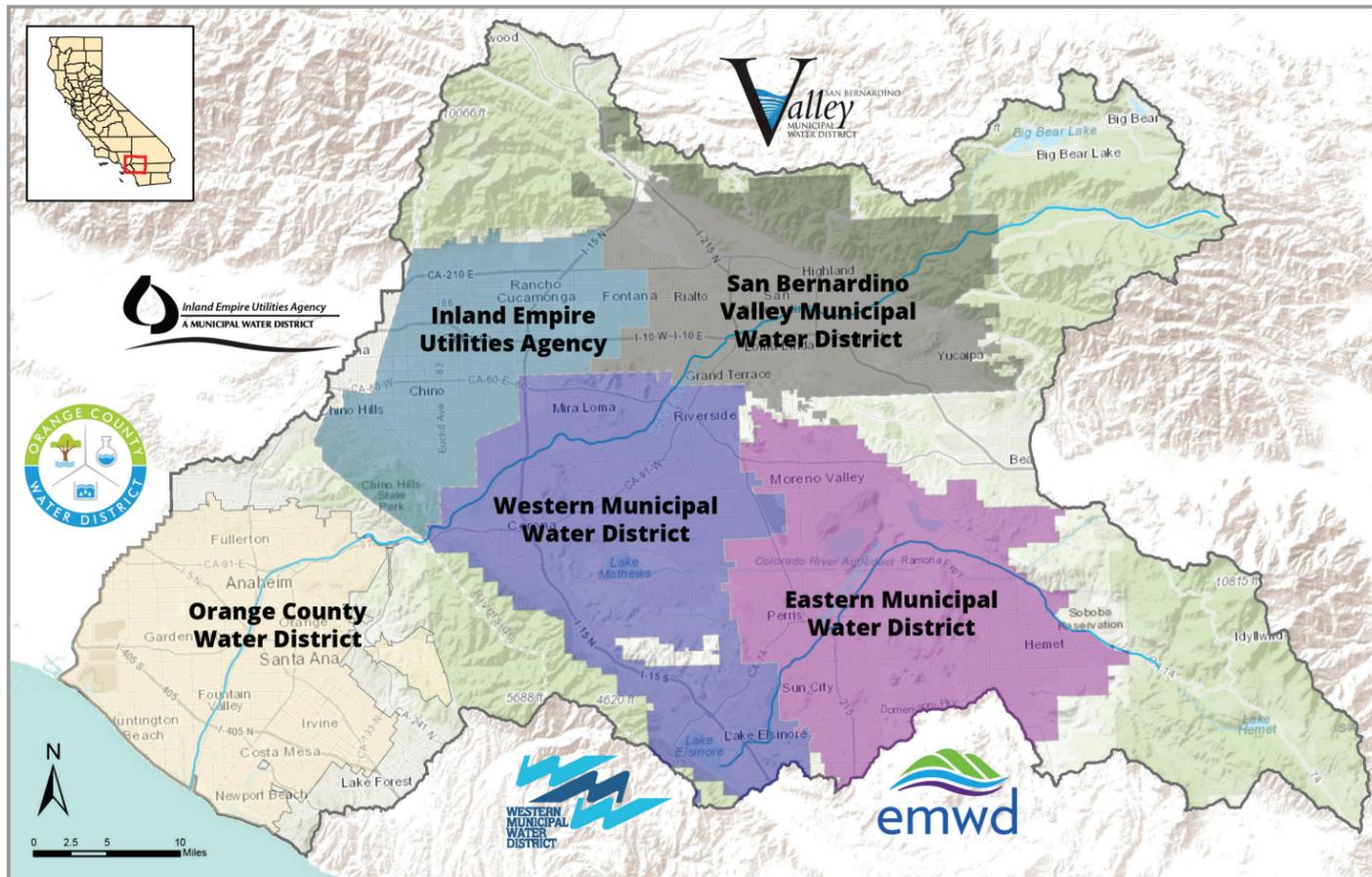
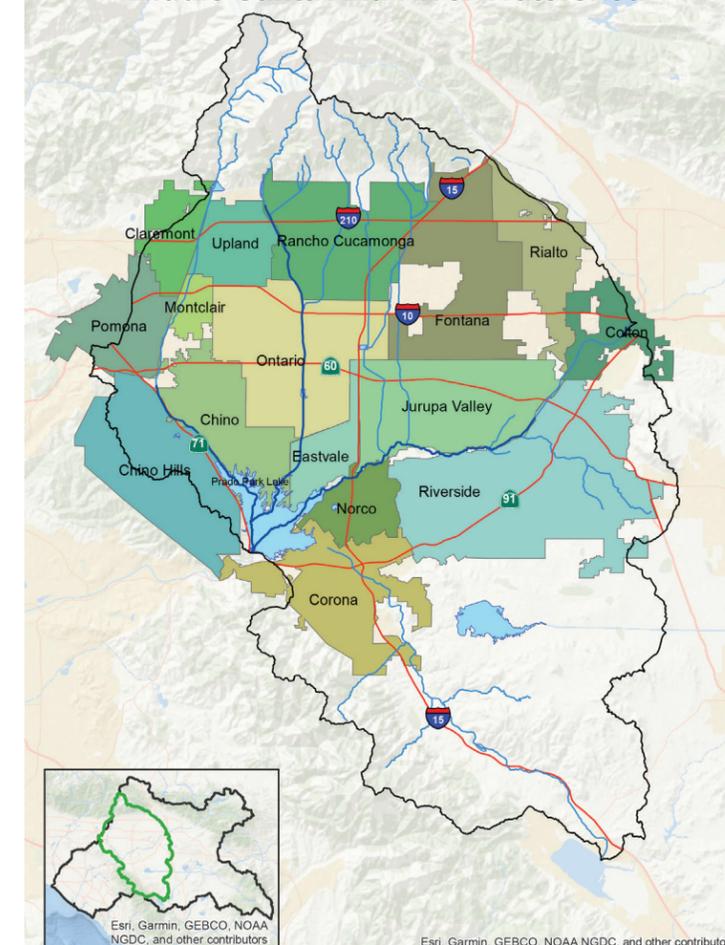
### Task Force Goal: Address Water Quality Impairment

The Task Force supports on-going source investigation efforts to identify major sources of bacterial indicators and to understand how to best address them. Task Force resources are allocated on a risk-reduction priority basis in order to achieve compliance where it will provide the greatest improvement in public health.

The Task Force:

- Supports the implementation of activities included in the counties of San Bernardino's and Riverside's Comprehensive Bacteria Reduction Plans (CBRPs)
- Serves as a forum for the counties to report to the Santa Ana Regional Water Quality Control Board (RWQCB) about progress made on the CBRPs

## Middle Santa Ana River Watershed



## Successes to Date

### Key Outcomes: Cost Savings and Water Quality Improvement



#### SANTA ANA RIVER AND ITS TRIBUTARIES ARE HEALTHIER

More than **47% reduction in bacterial indicators** in watershed has led to healthier river and easier implementation of water resource projects.



#### COST SAVINGS THROUGH JOINT PARTICIPATION IN ADDRESSING TMDL

Merging monitoring efforts has saved **tens of thousands of dollars** per year and compliance costs for agencies have been **reduced by \$2 billion**.

Over **40** STUDIES

**11** BMP PROJECTS

**11** YEARS

**\$3.2** MILLION SPENT

## Who is the Task Force?

### Collaboration in Place of New Regulation

#### 18 Stakeholders Working Together

The Task Force, administered by SAWPA brings together a large collection of key watershed stakeholders – urban stormwater discharges, agricultural operators, and the Santa Ana RWQCB – for the shared purpose of improving water quality of Middle Santa Ana River waterbodies.

#### Stakeholders

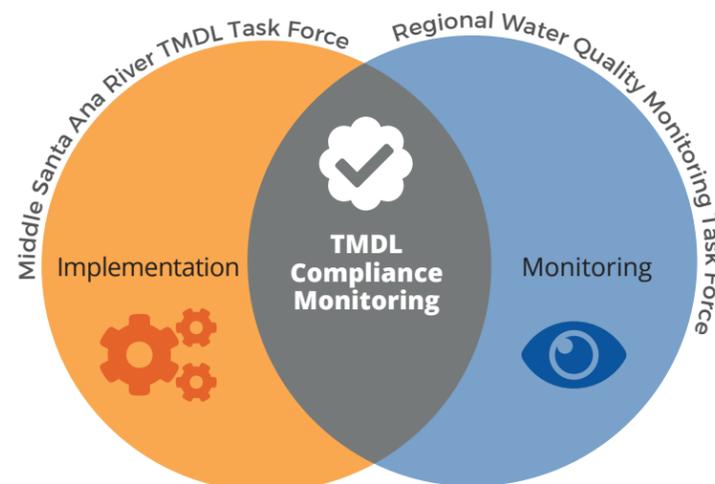
- City of Chino Hills
- City of Claremont
- City of Corona
- City of Eastvale
- City of Fontana
- City of Jurupa Valley
- City of Montclair
- City of Norco
- City of Ontario
- City of Pomona
- City of Rancho Cucamonga
- City of Rialto
- City of Riverside
- City of Upland
- County of Riverside
- San Bernardino Co. Flood Control
- Riverside County Flood Control and Water Conservation District
- Chino Basin Watermaster
- Agricultural Pool
- Santa Ana Regional Water Quality Control Board

#### MSAR TMDL Task Force Goals



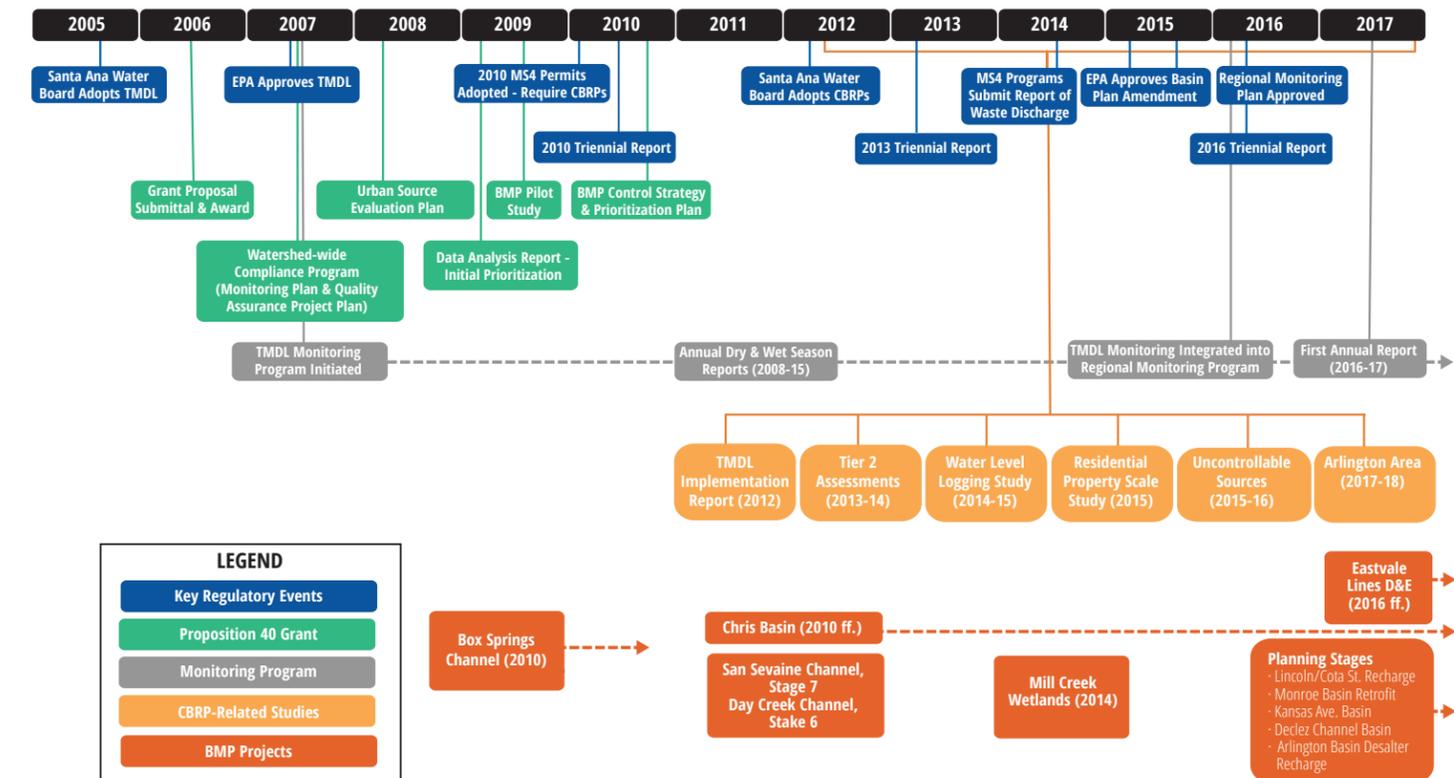
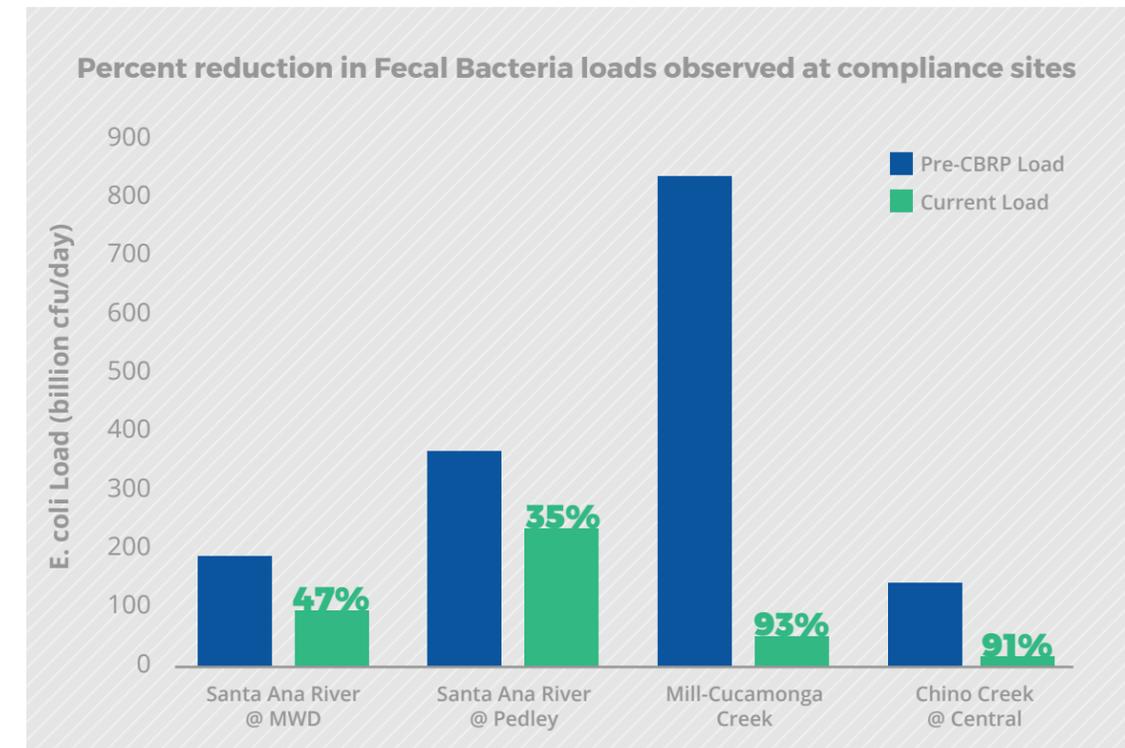
#### Key TMDL tasks

- Develop and Implement Monitoring Program
- Prepare Triennial Report
- Develop and Implement Urban Source Evaluation Plan
- Riverside Co. – Revise/Update Drainage Area Management Plan and Water Quality Management Plan (WQMP)
- San Bernardino Co. – Revise/Update Municipal Stormwater Management Plan and WQMP



## Task Force Accomplishments

Locations throughout the MSAR have seen drastic reductions in bacteria concentrations, with some no longer impaired since the implementation of the Task Force. Since the adoption of the Comprehensive Bacteria Reduction Plans in 2012, monitoring locations have seen an average 66% reduction in fecal bacteria loads.



Since the formation of the Task Force in 2006, a significant number of milestones have been achieved. These milestones have been divided into the categories of regulations, Proposition 40, monitoring, Comprehensive Bacteria Reduction Plans, and Best Management Practice Projects.

**PROPOSED**  
**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN**  
**THE HOUSING AUTHORITY OF THE CITY OF RIVERSIDE**  
**AND**  
**THE SANTA ANA WATERSHED PROJECT AUTHORITY**  
**April 17, 2018**

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 and its water resources impacts 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 programs that integrate the goal of providing permanent supportive housing for those living unsheltered in riparian areas with the goal of 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 the parties 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.
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:** 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:	SAWPA
City of Riverside Housing Authority ATTN: Housing Authority Manager 3900 Main Street, 5 <sup>th</sup> Floor Riverside, CA 92522	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: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Richard E. Haller, P.E., ENV SP  
General Manager

ATTEST:

By: \_\_\_\_\_  
Authority Secretary

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
Authority General Counsel

By: \_\_\_\_\_  
SAWPA Counsel

CA: 17-2032

## ATTACHMENT “A”

### PARTNERSHIP ROLES AND RESPONSIBILITIES

Santa Ana Watershed Project Authority (“SAWPA”) and the Housing Authority of the City of Riverside (“Authority”), with other potential partnering organizations and coalitions including but not limited to the Santa Ana Regional Water Quality Control Board, Upper Santa Ana River Habitat Conservation Plan Team, and Santa Ana River Trail and Parkway Partnership, shall work together to conduct research, plan, and coordinate feasible multi-benefit programs and projects that develop permanent supportive housing for individuals living unsheltered within riparian areas and provide improvements in the shared region of interest for water quality, riparian and aquatic habitat, recreational areas, and improved flood protection for all community members. Accomplishing these outcomes will include:

1. Partnering to support the City’s Plan to build Housing First projects in appropriate locations for the co-benefit of removing disadvantaged people from homeless encampments along the Santa Ana River and tributaries and addressing the related environmental damage that homeless encampments cause along and within the San Ana River;
2. Applying jointly or actively supporting partner applications, where appropriate, for state and federal funding to address homelessness and its related environmental damage;
3. Developing broader policies that address homelessness as a human and environmental crisis that negatively impacts cities and the watershed, potentially resulting in a SAWPA roundtable task force, which can deliver shared implementation outcomes;
4. Engaging additional public agency partners, particularly those with environmental quality or flood risk management responsibilities, with interest in joining the MOU in pursuit of shared goals;
5. Evaluating 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 and a reduced risk from flooding;
6. Sharing the lessons learned during implementation of this agreement broadly with the watershed, the state, and elsewhere as appropriate;
7. Meeting annually, or more often as deemed necessary, to ensure that collaborative efforts are optimal for achieving the desired outcomes.

Document markup reflects changes from the draft shared with Riverside on March 29, 2018.

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**Deleted:** of homelessness

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**Deleted:** impacted by people experiencing homelessness

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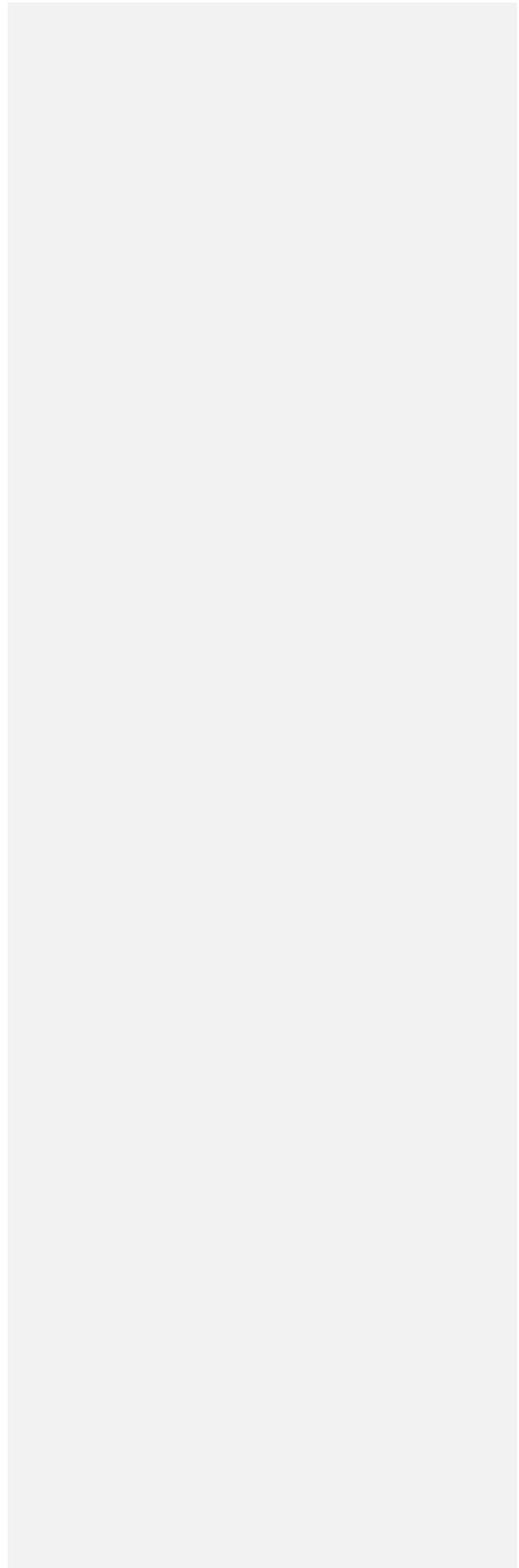
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**Deleted:** on researching  
**Deleted:** evaluating the feasibility of

**Deleted:** risk protection, including reducing the flood risk faced by those individuals living unsheltered within riparian areas.

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**Deleted:** that provide water-related improvements within the shared region  
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**Deleted:** Working together through the One Water One Watershed (OWOW) planning process to support broad-based collaborative efforts that provide water-related improvements in areas impacted by homeless populations.

**Deleted:** flood

**Deleted:** 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.  
Share