# MONTEREY COUNTY WATER RESOURCES AGENCY BOARD OF DIRECTORS PLANNING COMMITTEE

Deidre Sullivan, Chair Ken Ekelund John Huerta

TIME:	10:00 a.m.
DATE:	Thursday, January 14, 2016
PLACE:	Monterey County Water Resources Agency
	893 Blanco Circle
	Salinas, CA 93901
	(831) 755-4860

# MINUTES

# 1. Meeting Called to Order @ 10:04 a.m. by Committee Chair Sullivan.

Members present:Directors Sullivan, Ekelund and Huerta (@ 10:12 a.m.)Members absent:None

A quorum was established.

- 2. Public Comment None.
- 3. Approve the Minutes of the Planning Committee meeting held on September 16, 2015.

Committee Action: On motion and second of Directors Ekelund and Sullivan respectively, by unanimous vote approved the Minutes of the Planning Committee meeting held on September 16, 2015.

4. Consider receiving an update regarding the proposed Proposition 1 funding distributions for the Greater Monterey County Integrated Regional Water Management Plan region; and, directing Staff to support the Greater Monterey County Regional Management Group's acceptance of a funding agreement. Elizabeth Krafft, Senior Hydrologist, presented this item to the Committee. Ms. Krafft submitted a revised Memorandum of Agreement for Committee review.

Public Comment: None.

Committee Action: On motion and second of Directors Ekelund and Huerta respectively, by unanimous vote received the update and recommended that the full Board of Directors consider Staff's recommendation to support the Greater Monterey County Regional Management Group's acceptance of a funding agreement.

5. Consider receiving a report on the Prop 1 Storm Water Grant Program; and, providing direction to Staff regarding the development of a planning grant application.

Elizabeth Krafft, Senior Hydrologist, presented this item to the Committee. Public Comments: John Baillie.

Committee Action: On motion and second of Directors Ekelund and Huerta respectively, by unanimous vote received the report and recommended the development of a planning grant application be considered by the full Board of Directors.

# 6. Consider receiving a report on the Strategic Planning Session; and providing direction to Staff.

Robert Johnson, Deputy General Manager, presented this item to the Committee.

Public Comments: John Baillie.

Committee Action: On motion and second of Directors Huerta and Ekelund respectively, received the report regarding the Monterey County Water Resources Agency Strategic Planning Session, and recommended consideration by the full Board of Directors.

# 7. Set next meeting date and discuss future agenda items.

The next Planning Committee meeting will be on February 10, 2016 @ 10:00 a.m. In preparation for the development of a viable Strategic Plan, the Committee directed Staff to provide/refine information related to the Agency's Mission, Guiding Principles and Broad Goals along with additional information related to the Storm Water Grant program.

# 8. Adjournment @ 11:42 a.m.

Submitted by Wini Chambliss

Attachment: Memorandum of Agreement for Integrated Regional Water Management Planning and Funding in the Central Coast Funding Area

Approved on February 10, 2016

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January 12, 2016December 14, 2015 Draft

#### MEMORANDUM OF AGREEMENT FOR INTEGRATED REGIONAL WATER MANAGEMENT PLANNING AND FUNDING IN THE CENTRAL COAST HYRDOLOGIC REGION-FUNDING AREA

## PARTIES:

This Memorandum of Agreement (MOA) is entered into this \_\_\_\_day of \_\_\_\_ (Effective Date) among the Regional Water Management Groups listed below and referred to as "Parties" in this agreement:

## 1. Santa Cruz Integrated Regional Water Management, comprised of:

- Central Water District
- City of Santa Cruz
- □ City of Watsonville
- County of Santa Cruz
- Santa Cruz County Sanitation District
- Davenport County Sanitation District
- D Resource Conservation District of Santa Cruz County
- □ Scotts Valley Water District
- □ Soquel Creek Water District

hereinafter the Santa Cruz Region.

## 2. Pajaro River Watershed Integrated Regional Water Management, comprised of

- Pajaro Valley Water Management Agency (PVWMA)
- □ San Benito County Water District (SBCWD)
- □ Santa Clara Valley Water District (SCVWD)

hereinafter the Pajaro Valley Region.

## 3. Greater Monterey County Integrated Regional Water Management, comprised of

- Big Sur Land Trust
- □ California State University Monterey Bay

- California Water Service Company
- Castroville Community Services District
- □ City of Salinas
- City of Soledad
- Elkhorn Slough National Estuarine Research Reserve
- Environmental Justice Coalition for Water
- □ Garrapata Creek Watershed Council
- □ Marina Coast Water District
- Monterey Bay National Marine Sanctuary
- Monterey County Agricultural Commissioner's Office
- Monterey County Water Resources Agency
- Monterey Regional Water Pollution Control Agency
- Moss Landing Marine Laboratories
- Resource Conservation District of Monterey County
- □ Rural Community Assistance Corporation
- □ San Jerardo Cooperative, Inc.

hereinafter the Greater Monterey County Region.

#### 4. Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water

#### Management, comprised of

- □ Big Sur Land Trust (BSLT)
- □ City of Monterey
- □ Monterey County Water Resources Agency (MCWRA)
- □ Monterey Regional Water Pollution Control Agency (MRWPCA)
- □ Monterey Peninsula Water Management District (MPWMD)
- □ Marina Coast Water District (MCWD)
- C Resource Conservation District of Monterey County (RCDMC)

hereinafter the Monterey Peninsula Region<sup>1</sup>.

<sup>&</sup>lt;sup>1</sup> The City of Seaside is proposed to be added to the Monterey Peninsula RWMG.

#### 5. San Luis Obispo County Integrated Regional Water Management

- Atascadero Mutual Water Company
- Cal Cities Water
- California Mens Colony
- Cambria Community Services District
- Camp San Luis Obispo
- Central Coast Salmon Enhancement
- City of Arroyo Grande
- [] City of Atascadero
- City of Grover Beach
- City of Morro Bay
- □ City of Paso Robles
- L City of Pismo Beach
- City of San Luis Obispo
- County Farm Bureau
- Cuesta Community College
- County Board of Supervisors Districts 1 through 5
- Environmental at Large
- Heritage Ranch Community Services District
- D The Land Conservancy of San Luis Obispo County
- Nacimiento Regional Water Management Advisory Committee
- Los Osos Community Services District
- Morro Bay National Estuary Program
- Nipomo Community Services District
- Oceano Community Services District
- Ban Luis Coastal RCD
- San Luis Obispo County
- □ San Luis Obispo County Flood Control and Water Conservation District
- San Miguel Community Services District
- San Simeon Community Services District
- S&T Mutual Water Company

- □ Templeton Community Services District
- Upper Salinas-Las Tablas Resource Conservation District
- Upper Salinas RCD
- Agriculture at Large

hereinafter the San Luis Obispo County Region.

#### 6. Santa Barbara County Integrated Regional Water Management, comprised of

- □ City of Buellton
- City of Carpinteria
- City of Guadalupe
- D City of Goleta
- 1] City of Lompoc
- City Santa Barbara
- City of Santa Maria
- □ City of Solvang
- D County of Santa Barbara Agricultural Commissioner's Office
- □ County of Santa Barbara Parks Department
- □ Cachuma Operation and Maintenance Board (COMB)
- □ Central Coast Water Authority (CCWA)
- Heal the Ocean Water quality
- □ Casmalia Community Services District (Cuyama CSD)
- □ Vandenberg Village Community Services District (VVCSD)
- Carpinteria Sanitary District (CSD)
- □ Goleta Sanitary District (GSD)
- □ Goleta West Sanitary District (GWSD)
- 1 Cachuma Resource Conservation District (RCD) (Independent)
- □ Laguna County Sanitation District (Dependent)
- □ Santa Barbara County Water Agency (SBCWA) (Dependent)
- □ Santa Barbara County Flood Control District (SBCWA) (Dependent)
- 1) Carpinteria Valley Water District (CVWD)
- [] Goleta Water District (GWD)
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- □ Santa Maria Valley Water Conservation District (SMVWCD)
- Santa Ynez River Water Conservation District (SYRWCD)

hereinafter referred to as the Santa Barbara Region

### **RECITALS:**

- Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act\_(Public Resources Code, sections 79700 - 79798), authorizes the Legislature to appropriate funding for competitive grants for Integrated Regional Water Management (IRWM) projects. Funding is administered by the Department of Water Resources (DWR).
- B. The intent of the Act is to provide funds for projects that are included in and implemented in an adopted integrated rRegional wWater mManagement (IRWM) pPlan consistent with Part 2.2 (commencing with Section 10530) of Division 6 and respond to climate change and contribute to regional water security. In order to improve regional water self-reliance security and adapt to the effects on water supply arising out of climate change, projects funded under the Act are to:
  - (a) Help water infrastructure systems adapt to climate change, including, but not limited to, sea level rise.
  - (b) Provide incentives for water agencies throughout each watershed to collaborate in managing the region's water resources and setting regional priorities for water infrastructure.
  - (c) Improve regional water self-reliance.
- C. The Santa Cruz Region, the Pajaro Valley Region, the Greater Monterey County Region, the Monterey Peninsula Region, the San Luis Obispo County Region, and the Santa Barbara Region comprise the six Parties and collectively comprise the Funding Area. The boundaries of the Parties are shown in Attachment A.

- D. The primary intent of the six Parties to this MOA is to share allocate future Proposition 1 funding for the IRWM grant program among the six parties in a fair and equitable manner. Each Party will independently determine and prioritize projects to be funded within its Planning Region consistent with the legislative intent for a competitive grant program. This MOA is also intended to reduce the need for the Parties to compete against each other for grant funds, which creates unnecessary economic inefficiencies in implementing each Planning Region's IRWM Plan.
- The Central Coast Funding Area (Funding Area) has been allocated \$43 million through Proposition 1 for the IRWM program administered by DWR. This allocation includes the following breakdown:

DWR Administration Fee - 7% CCFA Total	\$	3,010,000
DAC Funding (20% of CCFA Total)	\$	8,600,000
Implementation Grants	<b>S</b> :	31,390,000

- 2. For the purposes of this agreement, the formula for <u>sharing allocating</u> funds among the Parties will be based on the following: one-half (1/2) of tunds are equally split among the Parties; one-quarter (1/4) of funds are split based on population percentage of each planning region based on 2009-2013 American Census Data; one-quarter of funds are split based on the percentage of area in square miles of each planning region. The division of funding shall be consistent with Attachment B.
- E. DWR may establish standards to guide the selection of IRWM projects within the funding areas identified in the measure and shall defer to approved local project selection, reviewing projects only to ensure they are consistent with Public Resources Code section 75028 (a).
- F. Each Party has prepared an accepted IRWM plan and desires close coordination to enhance the quality of planning, identify opportunities for supporting common goals and projects, and improve the quality and reliability of water in the Funding Area. The Parties will coordinate and work together with their advisory groups to identify projects of value across

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planning regions, identify funding for highly ranked projects, and support implementation.

- G. The <u>Parties Funding Area will balance the necessary each desire to retain autonomous</u> control over how funds are allocated within their respective regions, hut recognize the potentially of each planning region to plan for itself at the appropriate scale with the need to coordinate among themselves to improve inter-regional cooperation and efficiency. Since 2005, the Parties have worked to improve the IRWM planning process in the Funding Area, -to coordinate planning across planning region lines, and to facilitate the distribution appropriation of funding for IRWM projects by DWR within the Funding Area.
- H. The Parties will coordinate on grant funding requests <u>by each of the Parties</u> to ensure that the sum of the total grant requests <u>from the Funding Area</u> does not exceed the amount identified <u>by DWR</u> for the <u>fF</u>unding <u>Arearegion</u>.

The RECITALS are incorporated herein and the PARTIES hereby inutually agree as follows: **1. Definitions** 

The following terms and abbreviations, unless otherwise expressly defined in their context, shall mean:

A. Funding Area – The 11 regions and sub-regions referenced in Public Resources Code section 79744 (a) and allocated a specific amount of funding to support IRWM activities. The Central Coast Funding Area incorporates lands in the Central Coast Regional Water Quality Control Board jurisdiction as of 2004, including portions of the counties of Santa Clara (south of Morgan Hill), San Mateo (southern portion), Santa Cruz, San Benito, Monterey, Kern (small portions), San Luis Obispo, Santa Barbara, Ventura (northern portion).

B. **RWMG** – A Regional Water Management Group is comprised of at least three agencies, two of which must have statutory authority over water management. An RWMG is the documented leader of IRWM planning and implementation efforts in a planning region.

C. Planning Region - Planning Regions integrate stakeholders, agencies and projects in their

regions and coordinate with other Planning Regions and DWR. The boundaries of the six Planning Regions in the Central Coast Funding Area are shown in Attachment A.

E. Watershed Overlay Areas – Identified areas within a watershed that cross planning region boundaries. Watershed Overlay Areas should be subject to special coordination and collaboration between the appropriate planning regions to ensure maximum watershed benefits in the IRWM plans of the Funding Area. Watershed overlays exist in all six of the Central Coast planning regions.

G. Watershed Overlay Projects – Projects identified in a Watershed Overlay Area identified as valuable and benefiting from cross boundary coordination.

H. **Common Programs** – Programs eligible for IRWM funding that are identified by the Planning Regions as benefiting multiple planning regions and have participation from at least two Planning Regions.

#### 2. General Planning Cooperation

All planning regions will meet prior to providing feedback to DWR on Proposed Guidelines for the IRWM Program and before submitting applications for grant funding from DWR. The actual number of meetings will depend on the amount and intensity of planning and coordination efforts of the Planning Regions. The efforts of these meetings will be to enhance the quality of planning, identify opportunities for supporting common goals and projects, and to improve the quality and reliability of water in the Funding Area. The planning efforts will support the watershed-based approach through integration and coordination across planning regions in the watershed overlay areas.

#### 3. Mutual Plan Reference and Consistency

Each plan prepared in the funding area will contain references to the entire Funding Area, to the coordination that is occurring among planning regions, and to this MOA. Each planning region will share its description of these matters with other planning regions to promote consistency with the goal of using common language as the IRWM plans are modified. The six RWMGs also will

seek to place these common sections as an Appendix in their plans. Further consistency or cooperative efforts may be added with the agreement of the Parties.

#### 4. Coordination of Submittals and Applications

To facilitate DWR's review process, all planning regions will coordinate their submittals for IRWM grant applications. To the greatest extent practicable, tThe planning regions may will develop common sections, tables and maps as appropriate for review, and place them in the same locations in their submittals and applications. The planning regions will preface their submittals and applications with information noting the common material and its location in the documents.

#### 5. Watershed Overlay Areas

The Planning Regions will cooperate in identifying Overlay Projects that cross Planning Region houndaries. Overlay Projects that benefit multiple planning regions will be identified and may be jointly funded, administered, or implemented. A watershed overlay subcommittee in each of the Planning Regions would be recommended for coordination and due consideration in those Planning Regions' project selection processes.

#### 6. Common Programs

Common programs found to be of high value for all planning regions will be identified and <u>considered recommended</u> for high priority placement in the planning regions' ranking of projects for funding. These may include programs to address Disadvantaged Community issues, Watershed Overlay projects, and shared responsibilities for management of watersheds that cross Planning Region boundaries. While each Planning Region will select projects in accordance with its own process, the regions <u>may will</u> cooperate on the implementation of common projects <u>or</u> programs if these efforts are selected for funding.

#### 7. Advisory Committee Cross Membership

Each Planning Region with Watershed Overlay Areas is encouraged to will invite representatives from the adjoining RWMGs to participate as a non-voting member in its determinations of projects and programs affecting the Watershed Overlay Areas. The intent of this is section is committee to promote understanding, communication and coordination between Planning Regions with

## Watershed Overlay Areas.

#### 8. Scope of the Agreement

Nothing contained within this MOA binds the parties beyond the scope or term of this MOA unless specifically documented in subsequent agreements, amendments or contracts. Moreover, this MOA does not require any commitment of funding beyond that which is voluntarily committed by separate board actions, but recognizes in kind contributions of RWMG agencies and stakeholders. Non-substantive or minor changes to this MOA that have the <u>unanimous vote support</u> of <u>the</u> Parties all RWMG agencies may be documented to become part of this MOA.

#### 9. Term of Agreement

The term of this <u>MOUMOA</u> is from its Effective Date shown above until all funds allocated to the Funding Area as shown in Attachment B have been awarded by DWR to the Funding Area, unless extended by mutual agreement of the Parties.

## 10. Modification or Termination

This MOUMOA may be modified or terminated with the concurrence of the <u>PartiesRWMG</u> agencies and effective upon execution of the modification or termination by all <u>Partiesthe RWMG</u> agencies.

#### 11. Withdrawal

No PARTY may withdraw from the terms of this MOA unless such termination is agreed to by unanimous vote of the Partiesall of the RWMG agencies.

## 12. Notice

Any notices sent or required to be sent to any party shall be mailed to the following addresses:

## The Santa Cruz Region

The Pajaro Valley Region

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#### The Greater Monterey County Region

<u>The Monterey Peninsula Region</u> Larry Hampson, District Engineer Monterey Peninsula Water Management District P.O. Box 85, Monterey CA 93942 larry@mpwmd.net

#### The San Luis Obispo County Region

Mladen Bandov, Water Resources Engineer San Luis Obispo County Public Works Department 976 Osos Street, Room 206, San Luis Obispo CA 93408 mbandov@co.slo.ca.us

## The Santa Barbara Region

#### 13. Funding Uncertainties

The <u>PartiesRWMG agencies</u> cannot be assured of the results of these coordination efforts and applications for funding. Nothing within this MOA should be construed as creating a promise or guarantee of future funding. No liability or obligation shall accrue to the Parties if DWR does not provide the funding. The Parties are committed to planning and coordinating notwithstanding IRWM funding. The form of such coordination may change based on the sources of funding.

#### 14. Indemnification

To the fullest extent permitted by law, each Party shall defend, indemnify and hold harmless the other Parties, their consultants, and each of their directors, officers, agents, and employees from and against all liability, claims, damages, losses, expenses, and other costs including costs of defense and attorneys' fees, arising out of or resulting from or in connection with work performed pursuant to this

MOUMOA. Such obligation shall not apply to any loss, damage, or injury, as may be caused by the sole negligence or willful misconduct of a Party, its directors, officers, employees, agents, and consultants.

#### 13. Other Provisions

The following provisions and terms shall apply to this agreement.

A. This MOA is to be construed in accordance with the laws of the State of California. Any action at law or in equity brought by any of the Parties shall be brought in a court of competent jurisdiction within the Party's County that files an action against another Party for a breach of this MOA, and the Parties hereto waive all provisions of law providing for change of venue in such proceedings to any other county.

B. If any provision of this MOA is held by a court to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.

C. This MOA is the result of negotiations between the Parties hereto and with the advice and assistance of their respective counsels. No provision contained herein shall be construed against any Party because of its participation in preparing this MOA

D. Any waiver by a Party of any breach by the other of any one or more of the terms of this MOA shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any of the respective Parties to require from the others exact, full and complete compliance with any terms of the MOA shall not be construed to change the terms hereof or to prohibit the Party from enforcement hereof.

E. This MOA may be executed and delivered in any number of counterparts or copies, hereinafter called "Counterpart", by the Parties hereto. When each Party has signed and delivered at least one Counterpart to the other parties hereto, each Counterpart shall be deemed an original and, taken together, shall constitute one and the same MOA, which shall be binding and effective as to the Parties hereto.

F. This MOUMOA 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 MOA shall not be changed or modified except by the written consent of all Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown on the attached counterpart signature pages:

The Santa Cruz Region

The Pajaro Valley Region

The Greater Monterey County Region

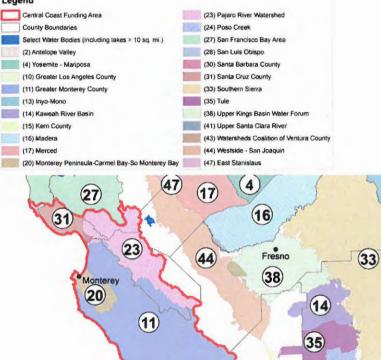
The Monterey Peninsula Region

The San Luis Obispo County Region

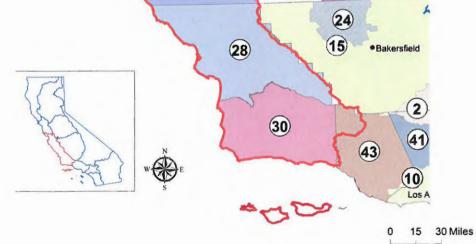
The Santa Barbara Region

## Attachment A - Central Coast Funding Area Map





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#### Attachment B Allocation of Proposition 1 Funds

Each of the six planning regions has IRWM project and program needs that far exceed the funding allocated to the funding area. Significant local match funding for selected projects is available in each planning region. Funding for planning and timing of implementation may vary among the planning regions. Because of these factors and because not all of the Proposition 1 funding will be made available at the same time, the RWMG members will cooperate and coordinate on individual funding cycle applications to ensure that the sum of the total grant requests does not exceed the amount identified for the funding region in any given cycle. Total allocations to the parties will be divided according to the schedule below. The allocations to the six planning regions are indicated in percentages of the total funds that will be available over the life of the program.)

## Table 1 - Central Coast Funding Area Allocation

Total Proposition 1 IRWM Funding to CCFA	\$ 43,000,000
Breakdown of Prop 1 to CCFA:	
DWR fees (5% program delivery, 2% bond administration)	\$ 3,010,000
DAC Funding (20% of CCFA Total) - 2 Rounds	\$ 8,600,000
Implementation Grants - 2 Rounds	\$ 31,390,000

## Table 2 - Basis of Central Coast Funding Area Allocations

Central Coast Funding Area Regions Allocation Option #1 (1/2 Equal Split Among Regions) + (1/4 % by population) + (1/4 % by acreage)	Baseline Factor (1/6 based on 6 Regions in CCFA)	Population	Population Factor (% of CCFA Total)	Area (sq.miles)	Area Factor (% of CCFA Total)	Overall Factor (% of CCFA funds)	
Santa Cruz	16.67%	281,401	14.89%	376	3.39%	12.90%	
Pajaro River Watershed	16.67%	327,183	17.32%	1,295	11.68%	15.58%	
Greater Monterey	16.67%	384,947	20.38%	3,199	28.85%	20.64%	
Monterey Peninsula	16.67%	131,088	6.94%	341	3.08%	10.84%	
San Luis Obispo	16.67%	309,187	16.37%	3,322	29.96%	19.91%	
Santa Barbara	16.67%	455,468	24.11%	2,555	23.04%	20.12%	
Totals	100.00%	1,889,274	100.00%	11,088	100.00%	100.00%	

	Sa	nta Cruz		ijaro Valley Watershed	Greater Monterey	Mor	nterey Peninsula	s	ian Luis Obispo	Sa	nta Barbara	Total CCFA
ALLOCATION OPTION #1 (Bay Area)			-									
Allocation Option #1 - DAC Funds ((1/2 Equal Split Among Regions) + (1/4 % by population) + (1/4 % by acreage))	\$	1,109,810	\$	1,340,107	\$ 1,775,034	\$	931,966	\$	1,712,669	\$	1,730,414	\$ 8,600,000.00
Allocation Option #1 - Impl'n Funds (1/2 Equal Split Among Regions) + (1/4 %by population) + (1/4 % by acreage))	\$	4,050,805	\$	4,891,390	\$ 6,478,875	\$	3,401,677	\$	6,251,243	\$	6,316,010	\$ 31,390,000.00
Total Allocation Option #1	\$	5,160,615	\$	6,231,497	\$ 8,253,910	\$	4,333,643	\$	7,963,912	\$	8,046,424	

## Table 3 - Summary of Funds Available to Each Planning Region (less DWR fees)