

MINUTES OF THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA

3:04/1.00 B
SEVEN OAKS
FEASIBILITY STUDY
11-23-93

FCD, Gen'l.
FCD, All River
Agree. No. 93-1118

November 23, 1993

FROM: **KEN A. MILLER, Director**
Transportation/Flood Control

SUBJECT: **AGREEMENT WITH SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND
WESTERN MUNICIPAL WATER DISTRICT FOR SEVEN OAKS DAM WATER
CONSERVATION FEASIBILITY STUDY**

RECOMMENDATION: Acting as the governing body of the San Bernardino County Flood Control District (SBCFCD), approve agreement with San Bernardino Valley Municipal Water District (SBVMWD) and Western Municipal Water District of Riverside County (WMWD).

BACKGROUND: The CORPS has completed a reconnaissance study for water conservation at Seven Oaks and Prado Dams and has determined to pursue a Feasibility Phase Study to investigate water conservation potential at the Seven Oaks Dam. This agreement outlines funding mechanisms for Seven Oaks Dam Water Conservation Feasibility Study that will be performed by the U.S. Army Corps of Engineers (CORPS). The SBCFCD, representing the three sponsors (Riverside County, Orange County and San Bernardino County) of the Santa Ana River Mainstem Project, will act as the Local Sponsor to the CORPS for this feasibility study.

REASON FOR RECOMMENDATION: Board approval is required to enact this agreement.

REVIEW BY OTHER DEPARTMENTS: This agreement was reviewed by Deputy County Counsel Charles Scolastico on November 4, 1993 and executed by San Bernardino Valley Municipal Water District on October 19, 1993.

FINANCIAL DATA: There will be no financial impact to the Department. The feasibility study requires the Local Sponsor to provide 50 percent of the total study costs to the CORPS. This agreement outlines Local Sponsor funding to be provided by SBVMWD (72.05%) and WMWD (27.95%) for the total commitment of \$1,090,000.

PRESENTER: Ken A. Miller

cc: Flood Control Dist. w/3 Agr.
S.B. Muni. Water Dist.
and Western Muni. Water Dist.
c/o Flood Control District
Auditor, w/agr.
Human Res./Af. Action
Risk Management
PWG
File w/agr.

vg

Action of the Board of Supervisors

AGREEMENT NO. 93-1118

**APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO**

MOTION	MOVE	AYE	AYE	SECOND	ABSENT
	1	2	3	4	5

EARLENE SPROAT, CLERK OF THE BOARD

BY

Earlene Sproat

DATED : NOVEMBER 23, 1993



FOR COUNTY L ONLY

E	New	Vendor Code	Dept.	Contract Number				
M	Change		SC	93-1118				
X	Cancel		A					
County Department			Dept.	Orgn.	Contractor's License No.			
Trans/Flood Control			097	097				
Flood Control District Contract Representative				Ph. Ext.	Amount of Contract			
Mina Ghaly				387-2571				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number		
Commodity Code			Estimated Payment Total by Fiscal Year					
			FY	Amount	I/D	FY	Amount	I/D
Project Name								
Seven Oaks Dam Water								
Conservation Feasi-								
bility Study								

SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT

F A S

CONTRACT TRANSMITTAL

CONTRACTOR See Signatures

Birth Date _____ Federal ID No. or Social Security No. _____

Contractor's Representative _____

Address _____ Phone _____

Nature of Contract: *(Briefly describe the general terms of the contract)*

An agreement between San Bernardino County Flood Control District (Flood Control), acting as Local Sponsor, and San Bernardino Valley Municipal Water District (San Bernardino Valley) and Western Municipal Water District of Riverside County (Western) that outlines funding responsibilities for the Seven Oaks Dam Water Conservation Feasibility Study.

THIS IS A COVER TRANSMITTAL ONLY

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form County Counsel Date <u>11-9-93</u>	Reviewed as to Affirmative Action Date <u>11-9-93</u>	Reviewed for Processing Agency Administrator/CAO Date _____
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AGREEMENT

BETWEEN THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY
SEVEN OAKS DAM WATER CONSERVATION STUDY

THIS AGREEMENT, entered into this 23rd day of November 1993, by and among the SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as "FLOOD CONTROL"), acting as Local Sponsor, and SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT (hereinafter referred to as "SAN BERNARDINO VALLEY") and WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY (hereinafter referred to as "WESTERN") to provide funding of the Local Sponsors 50% share for a "Feasibility Phase Study".

WHEREAS, Flood Control on behalf of the Santa Ana River Mainstem Sponsors (Orange County Flood Control, referred to as "ORANGE"; Riverside County Flood Control and Water Conservation District, referred to as "RIVERSIDE"; and FLOOD CONTROL) was agreed upon by the Water Agencies to be the local sponsor for the Seven Oaks Dam Water Conservation.

WHEREAS, the C/E has conducted a reconnaissance study of water conservation along the Santa Ana River at Seven Oaks under the authority of the Water Resources Development Act of 1986, Public Law 99-662, Section 903 (b), and has determined that further study in the nature of a "Feasibility Phase Study" (hereinafter called the "STUDY") is required to fulfill the intent of the study authority and to complete the extent of the federal interest in studying the feasibility of providing water conservation at Seven Oaks Dam, California.

WHEREAS, FLOOD CONTROL, the sponsor, and the "CORPS" will enter into an agreement, referred herein after as C/E's Agreement, to fund the study, where it was agreed that the authorized "Total Study Costs" shall be shared and funded 50 percent by the "CORPS" and 50 percent by the Local Sponsor; and

WHEREAS, SAN BERNARDINO VALLEY AND WESTERN will comply with the C/E's agreement; and

WHEREAS, study is currently estimated to be completed in approximately forty (40) months and the total study costs are currently estimated to be \$2,180,000 and thereby the Local Sponsors 50% share is estimated to be \$1,090,000; and

WHEREAS, Local Sponsors share is to be totally funded by "SAN BERNARDINO VALLEY" at Seventy-Two and Five Hundredths (72.05) percent and "WESTERN" at Twenty-Seven and Ninety-Five Hundredths (27.95) percent, and FLOOD CONTROL desires to establish and guarantee in advance, funding of the Local Sponsor costs.

NOW, THEREFORE, it is agreed by "SAN BERNARDINO VALLEY", "WESTERN" and FLOOD CONTROL as follows:

1. For purposes of this Agreement the following terms are defined:
 - a. The term "STUDY" shall mean the Seven Oaks Dam Water Conservation Study that is being performed by the "CORPS".
 - b. The term "Total Study Costs" shall refer to all costs incurred by the CORPS in the execution of the scope of work as has been outlined by the CORPS in the "Initial Projects Management Plan".

- c. The term "LOCAL SPONSOR COSTS" shall mean all funds requested by the CORPS and collected by FLOOD CONTROL from "SAN BERNARDINO VALLEY" AND "WESTERN" and contributed towards the completion of the study whether they be forwarded as cash or in-kind services.
2. FLOOD CONTROL shall execute the C/E's Agreement after review and consent from SAN BERNARDINO VALLEY and WESTERN.
 3. FLOOD CONTROL shall request funds each government fiscal year from "SAN BERNARDINO VALLEY" AND "WESTERN" in an amount sufficient to satisfy the Local Sponsors Cost share as requested by the "CORPS" and make such funds available to the government within Ninety (90) days of said "CORPS" request.
 4. "SAN BERNARDINO VALLEY" shall pay its 72.05% share of Local Sponsor costs to FLOOD CONTROL within Forty-Five (45) days of receipt of request from FLOOD CONTROL.
 5. "WESTERN" shall pay its 27.95% share of Local Sponsor costs to FLOOD CONTROL within Forty-Five (45) days of receipt of request of funds from FLOOD CONTROL.
 6. "SAN BERNARDINO VALLEY" and "WESTERN" funds forwarded to the Government by FLOOD CONTROL that are not dispersed or utilized by the "CORPS" for the Study within the Government fiscal year shall be carried over and applied as credit to the local sponsor cost of the succeeding fiscal year at the same 72.05/27.95 pro rata contribution rates.
 7. Should either "SAN BERNARDINO VALLEY", "WESTERN" or both fail to forward the requested yearly amounts to FLOOD CONTROL within the Forty-Five (45) days specified time shall be cause of termination of the agreement as provided for under Section 9 herein.
 8. FLOOD CONTROL shall keep books, records, documents and all other evidences pertaining to study costs and expenses incurred pursuant to this agreement to the extent and in such detail as will properly reflect total project costs. FLOOD CONTROL shall maintain said documents and make them available for review on demand by the parties of this agreement for a period of 3 years after completion of the study or termination of the agreement.
 9. This Agreement shall be binding upon all parties hereto and upon their successors and assigns and shall terminate after completion of the "study" as provided for under Section 10; provided that prior to such time and upon thirty (30) days written notice, any party to this agreement may terminate or suspend this agreement without penalty.
 10. Within One Hundred Twenty (120) days after termination of this agreement, FLOOD CONTROL shall provide a final accounting of Total Study Costs. Within Forty-Five (45) days thereafter FLOOD CONTROL will either request an additional funding amount from "SAN BERNARDINO VALLEY" and "WESTERN" or subject to reimbursement by the "CORPS", return any contributions given by "SAN BERNARDINO VALLEY" AND "WESTERN" over the Fifty (50) percent local sponsor share of total project costs at the Seventy-Two and Five Hundredths (72.05)/Twenty-Seven and Ninety-Five Hundredths (27.95) pro rata share of the total study costs.
 11. This agreement shall become effective when executed by FLOOD CONTROL and SAN BERNARDINO VALLEY. WESTERN may execute this agreement at the same time or some future date after the necessary payment arrangements have been made with the other plaintiffs in the 1969 Western - San Bernardino settlement. SAN BERNARDINO VALLEY shall pay 100% of the Local Sponsor costs as billed by FLOOD

CONTROL until WESTERN has executed this agreement. After executing the agreement, WESTERN shall pay 27.95% of any further Local Sponsor costs and WESTERN shall repay SAN BERNARDINO VALLEY 27.95% of any Local Sponsor costs which were paid 100% by SAN BERNARDINO VALLEY.

12. FLOOD CONTROL shall notify SAN BERNARDINO VALLEY and WESTERN of any meetings related to the STUDY and provide copies of communications, reports, or other documents from the C/E's related to the STUDY. FLOOD CONTROL shall provide periodic reports on the progress of the STUDY.
13. FLOOD CONTROL shall notify ORANGE and RIVERSIDE of any meetings and provide them with copies of communications, reports or other documents related to the STUDY and coordinate progress and obtain comments of preliminary reports prior to approval of final documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written and they have the authority to sign on behalf of the respective parties.

SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT

By: [Signature]
Dated: October 19, 1993

WESTERN MUNICIPAL WATER DISTRICT

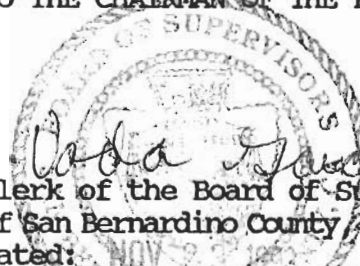
By: [Signature]
Dated: 11-18-93
By: _____

SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT

By: [Signature]
Chairman, Board of Supervisors
Dated: NOV 23 1993

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SIGNED AND CERTIFIED THAT A COPY
OF THIS AGREEMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

[Signature]
Deputy Clerk of the Board of Supervisors
of San Bernardino County, California
Dated: NOV 23 1993



APPROVED AS TO LEGAL FORM

By: [Signature]
County Counsel of San Bernardino
County
Dated: 11-9-93