

FS Agreement No. 11MU-1105-1200-018
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
SANTA ANA WATERSHED PROJECT AUTHORITY
And The
USDA, FOREST SERVICE
SAN BERNARDINO NATIONAL FOREST
AND
CLEVELAND NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Santa Ana Watershed Project Authority, hereinafter referred to as "SAWPA," and the USDA, Forest Service, San Bernardino National Forest and the Cleveland National Forest, hereinafter referred to as the "U.S. Forest Service."

Title: Enhancing and restoring forest health and watershed function to cooperatively protect Santa Ana River Watershed water supplies and infrastructure.

- I. PURPOSE:** The purpose of this MOU is to document and encourage further cooperation between the parties to proactively improve the health and resiliency of watersheds in the Santa Ana River Watershed that are critical for delivering quality water supplies in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service administers more than 1.1 million acres of National Forest System multiple use lands in southern California within the San Bernardino and Cleveland National Forests. Precipitation in and around the mountains of these national forests provides surface flows and groundwater recharge throughout the watershed via the Santa Ana River and its tributaries. A principal purpose of the Organic Administration Act of 1897 for establishment of the Forest Reserves (predecessor to the National Forest System) was to "secure favorable conditions of water flows." Management of the public lands for forest and watershed health is a key to providing high quality water for municipal uses. A healthy ecosystem supporting natural hydrologic processes attenuates flood flows, enhances surface and groundwater quality and provides enormous water supply benefits.

The Santa Ana River Watershed provides most of the drinking water for over five million of the Watershed's residents. In an era of uncertainty about reliable water imports, these local supplies become even more crucial to the southern California's future.

The Santa Ana Watershed Project Authority (SAWPA) is a Joint Powers Authority of five member agencies:



- Eastern Municipal Water District
- Inland Empire Utilities Agency
- Orange County Water District
- San Bernardino Valley Municipal Water District
- Western Municipal Water District

Formed originally in 1968 as a planning agency, SAWPA has effectively served to resolve interagency conflicts, address regional water issues, and support the development of long-term integrated water resource planning through multi-agency agreements and partnerships in the Santa Ana River Watershed.

Along with its partners, SAWPA is well-suited to address complex issues in the Watershed due to its success in conducting numerous collaborative efforts; working closely with Federal, State and local agencies; and obtaining positive results for a variety of complex, water resource programs and projects.

SAWPA convened and administers a planning process known as One Water One Watershed (OWOW) that takes a systems approach to resource management. Through OWOW, the "Forest First" concept that links resource management and stewardship in our headwaters and the local water supply for five million residents was envisioned.

It is in the best interest of SAWPA and local water resource managers to work collaboratively with the Forest Service to ensure that the San Bernardino and Cleveland National Forests have adequate resources needed for ecosystem management within the Santa Ana River Watershed. It is in the best interest of the Forest Service to ensure that resource management decisions benefit the forest and the watershed in its entirety.

The response to the 2003 wildfires, where 185 square miles of national forest and adjacent lands were burned, was an example of such cooperation. Water agency representatives were invited to participate in BAER (Burn Area Emergency Response) Team briefings. With the help of the Forest Service, SAWPA was able to estimate downstream impacts from the fires on water quality, supply and riparian habitat. Together with the Forest Service, SAWPA sought both State and Federal funding to mitigate impacts in the burn area and to downstream water users. Our voices were more effective together than individually.

In consideration of the above premises, the parties agree as follows:

III. SAWPA SHALL:

- A. Ensure that water supply and quality concerns are communicated and coordinated with Forest Service staff.
- B. Cooperatively identify water management programs and projects that would implement mutually beneficial goals.



- C. Based on mutual agreement, provide resource and funding support for programs and projects within the Santa Ana River Watershed of the San Bernardino and Cleveland National Forests through separate agreements identified and prioritized in appropriate operating plans, that restore or protect ecosystem function.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Communicate and coordinate with the Santa Ana River Watershed stakeholder community via SAWPA regarding Santa Ana River Watershed issues and concerns.
- B. Cooperatively identify water management programs and projects that would implement mutually beneficial goals.
- C. Oversee and administer all work done within National Forest System lands including the planning and survey work needed to ensure that all activities meet applicable laws and regulations.
- D. Conduct and monitor, with partners, forest and watershed improvement programs and projects throughout the Santa Ana River Watershed.
- E. Provide appropriate resource and funding support for programs and projects within the Santa Ana River Watershed of the San Bernardino and Cleveland National Forests as it becomes available through separate agreements identified and prioritized in suitable operating plans to restore protect ecosystem function.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. Santa Ana Watershed Project Authority will meet regularly with Forest Service Staff to identify mutually beneficial management strategies and to develop joint projects when appropriate.
- B. Both agencies will participate actively in resource management planning efforts under taken by both parties.
- C. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Celeste Cantu 11615 Sterling Avenue Riverside, CA 92503 Telephone: (951) 354-4229 FAX: (951) 785-7076 Email: ccantu@sawpa.org	Jeffrey Beehler 11615 Sterling Avenue Riverside, CA 92503 Telephone: (951) 354-4239 FAX: (951) 785-7076 Email: jbeehler@sawpa.org

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Mary Beth Najera 602 S. Tippecanoe Avenue San Bernardino, CA 92408 Telephone: (909) 382-2720 FAX: (909) 383-5770 Email: mnajera@fs.fed.us	Bonnie Harris Address: 701 N. Santa Anita Avenue Arcadia, CA 91006 Telephone: (626) 574-5246 FAX: (626) 574-5363 Email: bharris@fs.fed.us

- D. **NON-LIABILITY**. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this instrument.
- E. **NOTICES**. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or SAWPA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the U.S. Forest Service Program Manager, at the address specified in the MOU.
- To SAWPA, at SAWPA's address shown in the MOU or such other address designated within the MOU.
- Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- F. **PARTICIPATION IN SIMILAR ACTIVITIES**. This MOU in no way restricts the U.S. Forest Service or SAWPA from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. **ENDORSEMENT**. Any of SAWPA's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of SAWPA's products or activities.
- H. **NONBINDING AGREEMENT**. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.



Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate instruments and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation instrument that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective instrument, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective instruments must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- I. USE OF U.S. FOREST SERVICE INSIGNIA. In order for SAWPA to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise there from, either directly or indirectly.
- K. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- L. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



- M. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. SAWPA is/are encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

" of the U.S. Forest Service, Department of Agriculture, ."

SAWPA may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. SAWPA is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- N. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. SAWPA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. SAWPA shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- P. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- Q. DEBARMENT AND SUSPENSION. SAWPA shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded,



debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should SAWPA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- R. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- S. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through 12/31/16 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- T. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

CELESTE CANTU, General Manager
Santa Ana Watershed Project Authority

July 19, 2011
Date

WILLIAM METZ, Forest Supervisor
U.S. Forest Service, Cleveland National Forest

6/16/2011
Date

JODY NOIRON, Forest Supervisor
U.S. Forest Service, San Bernardino National Forest

7/19/11
Date



The authority and format of this instrument have been reviewed and approved for signature.

BONNIE HARRIS

U.S. Forest Service Grants & Agreements Specialist

04/12/11
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



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TERRY CATLIN, Chair
Santa Ana Watershed Project Authority

07/19/11

Date