



**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

101 B

FISCAL PROCEDURES APPROVED
IVAN M. CHAND, FINANCE DIRECTOR

BY: *Jeanine J. Rey*
JEANINE J. REY

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
December 6, 2011

SUBJECT: National Pollutant Discharge Elimination System – Stormwater Discharge Permit Implementation Agreement – San Diego Region (Santa Margarita Drainage Area)

RECOMMENDED MOTION:

Approve the Agreement and authorize the Chairman to execute the Agreement.

BACKGROUND:

The Implementation Agreement is a requirement of, and is being updated to comply with, the NPDES Municipal Stormwater Discharge Permit (NPDES Permit) issued by the San Diego Regional Water Quality Control Board (Board Order R9-2010-0016) on November 10, 2010. (continued on page 2)

AMM:cw

Warren D. Williams

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA

Current F.Y. District Cost:	\$ 477,668 (est)	In Current Year Budget:	Yes
Current F.Y. County Cost:	\$ N/A	Budget Adjustment:	No
Annual Net District Cost:	\$ 477,668 (est)	For Fiscal Year:	FY 11/12 – 15/16

SOURCE OF FUNDS: Santa Margarita Benefit Assessment fund
25200 947580 525440

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Michael R. Shetler*
Michael R. Shetler

County Executive Office Signature

- Dep't Recomm.: Consent Policy
- Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District: 1&3

Agenda Number:

11.1 (Master P8 282)

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: National Pollutant Discharge Elimination System - Stormwater Discharge Permit
Implementation Agreement - San Diego Region (Santa Margarita Drainage Area)

SUBMITTAL DATE: December 6, 2011

Page 2

The Agreement between the District, County of Riverside, and the Cities of Murrieta, Temecula and Wildomar, revises and supersedes the currently effective Implementation Agreement to incorporate Board Order R9-2010-0016, add the new City of Wildomar, establish the responsibilities of each party with respect to the NPDES Permit, and modify cost sharing provisions to allow for increased funding of regional compliance programs and consulting services necessary to comply with the NPDES Permit.

County Counsel has approved the Agreement as to legal form. A companion item appears on the County's Board Agenda for approval this same date.

FINANCIAL:

The agreement specifies cost sharing for certain program components. Participants reimburse the District for up to \$2,200,000/year combined. Shared and non-shared costs incurred by the District will be funded by the existing Santa Margarita Benefit Assessment Area. Sufficient funding is available in the Santa Margarita Benefit Assessment Fund 25200 947580 525440. In future years, sufficient amounts will be budgeted to cover these costs.

AGREEMENT

National Pollutant Discharge Elimination System
Stormwater Discharge Permit
Implementation Agreement
San Diego Region

(Santa Margarita Drainage Area)

This Implementation Agreement ("Agreement"), entered into by the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (the "DISTRICT"), the COUNTY OF RIVERSIDE (the "COUNTY"), and the CITIES OF MURRIETA, TEMECULA and WILDOMAR (the "CITIES"), collectively referred to as "COPERMITTEES" and sometimes also referred to as "Parties", individually each as "Party", establishes the responsibilities of each Party concerning the implementation of and compliance with the National Pollutant Discharge Elimination System ("NPDES") Municipal Separate Storm Sewer System ("MS4") Discharge Permit issued by the California Regional Water Quality Control Board – San Diego Region (CRWQCB-SDR) pursuant to Order No. R9-2010-0016 (the "NPDES Permit").

RECITALS

WHEREAS, Congress in 1987 added Section 402(p) to the Federal Clean Water Act ("CWA") (33 U.S.C.§1342(p)); and

WHEREAS, Section 402(p) of the CWA requires certain municipalities to obtain NPDES Permits in order to discharge stormwater from MS4s to waters of the United States; and

WHEREAS, Section 402(p) of the CWA requires operators of certain industrial facilities to obtain NPDES permits for stormwater discharges associated with designated industrial activities, including construction activities; and

WHEREAS, Section 402(p) further requires the United States Environmental Protection Agency ("EPA") to promulgate regulations for NPDES permit applications; and

WHEREAS, EPA adopted such regulations in November 1990; and

WHEREAS, EPA delegated authority to the California State Water Resources Control Board ("SWRCB") to administer the NPDES permit process within the boundaries of the State of California; and

1 WHEREAS, SWRCB has in turn delegated its NPDES permitting authority to the
2 California Regional Water Quality Control Boards to administer the NPDES permit process
3 within the boundaries of their respective regions; and

4 WHEREAS, the jurisdiction of the CRWQCB-SDR includes that portion of
5 Riverside County known as the Santa Margarita Region; and

6 WHEREAS, DISTRICT was created to provide for, among other things, the
7 control of flood and stormwaters within the County of Riverside and is empowered to
8 investigate, examine, measure, analyze, study and inspect matters pertaining to flood and
9 stormwaters; and

10 WHEREAS, on January 15, 2009, DISTRICT, COUNTY and CITIES submitted
11 a Report of Waste Discharge as an application to renew NPDES Permit No. CAS0108766; and

12 WHEREAS, the application for renewal of the NPDES Permit was submitted in
13 accordance with the provisions of the previous NPDES permit (Order No. R9-2004-001) which
14 expired on July 14, 2009; and

15 WHEREAS, on November 10, 2010, the CRWQCB-SDR adopted Order No. R9-
16 2010-0016 to serve as Waste Discharge Requirements in accordance with Section 13263(a) of
17 the California Water Code and as an NPDES permit pursuant to Section 402(p) of the CWA; and

18 WHEREAS, the NPDES Permit meets or exceeds the requirements of Section
19 402(p)(3)(B) of the CWA; and

20 WHEREAS, the NPDES Permit designates the DISTRICT, COUNTY and
21 CITIES as COPERMITTEES; and

22 WHEREAS, the NPDES Permit requires designation of a "Principal
23 Copermittee", and DISTRICT, COUNTY and CITIES have agreed that DISTRICT will serve as
24 Principal Copermittee for the term of the NPDES Permit; and

25 WHEREAS, the Parties believe that cooperation between COPERMITTEES in
26 the administration and implementation of the NPDES Permit is in the best interest of
27 COPERMITTEES; and

28 WHEREAS, the NPDES Permit provides that the COPERMITTEES collaborate

1 in the development and implementation of various requirements of the NPDES Permit; and

2 WHEREAS, DISTRICT is willing to utilize its staff to coordinate the activities of
3 COPERMITTEES to facilitate compliance with the NPDES Permit and CWA requirements; and

4 WHEREAS, DISTRICT established the Santa Margarita Watershed Benefit
5 Assessment Area (the "BENEFIT ASSESSMENT") pursuant to District Ordinance 14 on May
6 14, 1991 to offset the DISTRICT'S program and administrative costs associated with the
7 development, implementation and management of the Federally-mandated NPDES Program and
8 DISTRICT is willing to use BENEFIT ASSESSMENT funds to support the DISTRICT's role as
9 Principal Permittee and to support regional program costs to the extent that BENEFIT
10 ASSESSMENT funds are available and can be used for regional programs; and

11 WHEREAS, COPERMITTEES are to perform and/or execute certain activities
12 prescribed in the NPDES Permit that will benefit all COPERMITTEES.

13 NOW, THEREFORE, the Parties do mutually agree as follows:

14 1. Incorporation of the NPDES Permit. The NPDES Permit is hereby
15 incorporated by reference in its entirety and made a part of this Agreement as Exhibit "A".

16 2. Delegation of Responsibilities. The responsibilities of each of the
17 COPERMITTEES under the NPDES Permit are reiterated below in subsections 2.a. and 2.b.
18 Additional delegated responsibilities of the Parties under this Agreement to implement and/or
19 comply with the NPDES Permit are set forth below in subsections 2.c. through 2.h.:

20 a. DISTRICT shall:

- 21 (1) Comply with Section M (Principal Copermittee
- 22 Responsibilities), including coordinating the development
- 23 of updates and reports on programs required under the
- 24 NPDES Permit that are jointly required of each
- 25 COPERMITTEE, including the Watershed Water Quality
- 26 Workplan ("Watershed Workplan"), Standard Storm Water
- 27 Mitigation Plan ("SSMP"), Hydromodification
- 28 Management Plan ("HMP"), a model Jurisdictional Runoff

Management Plan ("JRMP"), the Receiving Waters and MS4 Discharge Monitoring and Reporting Program No. R9-2010-0016, and any other reports prepared by the DISTRICT on behalf of the COPERMITTEES as required by Sections K.1 and K.2 of the NPDES Permit. DISTRICT will provide COUNTY and CITIES an opportunity to participate in the development and review of, and comment on, such programs, plans and reports prior to submittal to the CRWQCB-SDR.

- (2) Comply with Sections A through P (Prohibitions and Receiving Water Limitations, Non-Stormwater Discharges, Non-Stormwater Dry Weather Action Levels, Stormwater Action Levels, Legal Authority, JRMP, Watershed Workplan, Fiscal Analysis, Total Maximum Daily Loads ("TMDLs"), Program Effectiveness Assessment and Reporting, Reporting, Modifications of Programs, Receiving Waters and MS4 Discharge Monitoring and Reporting Program, Standard Provisions, Reporting Requirements and Notifications, as well as Additional Provisions, respectively), as they pertain to pollutant discharges from DISTRICT owned and operated MS4 which are generated directly from or by DISTRICT facilities and operations, at no cost to COUNTY and CITIES.

b. COUNTY and CITIES, at no cost to DISTRICT, shall, for land area within their individual jurisdictions:

- (1) Comply with Sections A through P (Prohibitions and Receiving Water Limitations, Non-Stormwater Discharges,

1 Non-Stormwater Dry Weather Action Levels, Stormwater
2 Action Levels, Legal Authority, JRMP, Watershed
3 Workplan, Fiscal Analysis, TMDLs, Program Effectiveness
4 Assessment and Reporting, Reporting, Modifications of
5 Programs, Receiving Waters and MS4 Discharge
6 Monitoring and Reporting Program, Standard Provisions,
7 Reporting Requirements and Notifications, as well as
8 Additional Provisions, respectively), as they pertain to
9 pollutant discharges from COUNTY/CITY owned and
10 operated MS4, which are generated by jurisdictional land
11 uses, facilities, and operations of the respective COUNTY
12 and CITIES.

- 13 (2) Demonstrate compliance with NPDES Permit requirements
14 through timely implementation of the JRMPs; any
15 COPERMITTEE-specific elements of the Watershed
16 Workplan and Monitoring and Reporting Program; and any
17 approved modifications, revisions or amendments thereto.
- 18 (3) Provide to DISTRICT (on DISTRICT-provided forms)
19 information needed to satisfy the reporting requirements as
20 described in Sections G, N, and Provision III of Attachment
21 E, or to respond to information requests from the
22 CRWQCB-SDR. COUNTY and CITIES shall specifically:
- 23 (a) Submit data necessary to prepare updates to the
24 Watershed Workplan to the DISTRICT no later
25 than August 31st of each year.
- 26 (b) Submit any monitoring and sampling data
27 individually collected pursuant to the MS4 Permit,
28 to the DISTRICT at least quarterly as necessary for

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DISTRICT to track and prepare reports under the Monitoring and Reporting Program. All applicable monitoring and sampling data individually collected within each fiscal year must be received by DISTRICT no later than August 15th of each year, for inclusion in the monitoring annual report that will be prepared and submitted by the District, pursuant to Section 2.e. herein.

(c) Provide one completed bound hard copy, and two electronic copies (PDF preferred) on CD or DVD, of the completed JRMP annual report to the DISTRICT no later than October 15th of each year.

(d) Provide information on existing MS4 facilities, "major outfalls" (as defined in the NPDES Permit) and/or other data as it pertains to facilities of the COUNTY or CITIES when requested by DISTRICT.

c. Public Education Program. On behalf of COPERMITTEES, DISTRICT shall conduct public education activities on a regional basis that focus on reducing pollution of urban runoff within the Santa Margarita Region, including, as appropriate, developing and disseminating broadcast, online and/or print outreach and advertising, developing brochures, and attending public events. DISTRICT shall also develop and implement mechanisms to determine the effectiveness of the regional public education program. The COUNTY and CITIES shall be individually responsible for developing and implementing any supplemental public education programs that may be necessary to target

1 individual communities or stakeholders within their respective
2 jurisdictions, pursuant to Section F.6. of the NPDES Permit.

3 d. COPERMITTEE Training Program. On behalf of
4 COPERMITTEES, and as requested by the COPERMITTEES,
5 DISTRICT shall develop and conduct regional training sessions for
6 COPERMITTEE personnel, covering the aspects of the programs
7 developed by DISTRICT pursuant to Section 2.a.(1) of this
8 AGREEMENT that are regionally uniform among
9 COPERMITTEES. The COUNTY and CITIES shall be
10 individually responsible for developing and implementing and
11 reporting upon any supplemental training that may be necessary to
12 ensure that their personnel are trained adequately regarding local
13 policies and procedures for implementing the requirements of the
14 NPDES Permit, pursuant to section F.6. of the NPDES Permit.

15 e. Monitoring Program. On behalf of the COPERMITTEES,
16 DISTRICT shall perform sampling of surface water and urban
17 runoff in accordance with the provisions of the NPDES Permit
18 Monitoring and Reporting Program ("MRP"), Attachment E
19 Provisions II.A and II.D-II.F, and prepare and submit Monitoring
20 Reports in accordance with Provision III of Attachment E. The
21 location of the sampling sites shall be determined by
22 COPERMITTEES, subject to approval by CRWQCB-SDR. For
23 Provision II.B. and II.C of the MRP, DISTRICT will coordinate
24 with COPERMITTEES in developing a plan for identifying the list
25 of outfalls to be sampled each year in accordance with the NPDES
26 Permit, and COPERMITTEES shall be individually responsible for
27 conducting outfall sampling, source identifications, and
28 enforcement as necessary for their outfalls. The COPERMITTEES

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may, subject to Section 3 herein, request the DISTRICT to conduct the initial outfall sampling required in Provisions II.B. and II.C. on behalf of the COPERMITTEES, however, all source identifications (including any follow-up sampling) and enforcement that may be required will remain the individual responsibility of the respective COPERMITTEES. The DISTRICT shall also enter into a contract with a local lab to provide analysis of water quality samples collected under the MRP. The contract shall be used strictly for water quality samples collected to comply with Provision II of the MRP. DISTRICT shall prepare and submit Monitoring Reports, as required by Provision III of Attachment E, based on data collected by the DISTRICT on behalf of the COPERMITTEES, and data provided to the DISTRICT by the COPERMITTEES in accordance with Section 2.b.(3)(b) of this Agreement.

f. Consultant Services. In the event DISTRICT requires the services of a consultant(s) to assist in performing duties conducted on behalf of the COPERMITTEES pursuant to Section 2 of this Agreement, the cost of said consultant(s) services shall be shared by COPERMITTEES in accordance with the cost sharing provisions set forth in Section 3 of this Agreement. COUNTY and CITIES shall be notified in writing of DISTRICTS request for proposals from one or more consultants, selection of a consultant, consultant's fee, contract timetable and payment schedule, and be allowed the opportunity to participate in decisions related to consultant's services. All consultant agreements are contingent upon the consulting firm's ability to meet DISTRICT standards and requirements, and where applicable approval by the DISTRICT'S

Board of Supervisors.

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2 g. Support for Regional Programs. The COPERMITTEES shall
3 jointly provide funding for certain regional efforts that benefit the
4 Santa Margarita Region, including but not limited to: County
5 Environmental Health's Compliance Assistance Program; the
6 County Fire Department's Hazardous Materials Team; County
7 Environmental Health's Household Hazardous Waste and
8 Antifreeze, Batteries, Oil and Paint collection program; the
9 DISTRICT'S membership with the California Stormwater Quality
10 Association on behalf of COPERMITTEES; the DISTRICT'S
11 administration of Principal Permittee duties, and other NPDES
12 support activities as described in this Agreement, or as needed and
13 agreed to by the COPERMITTEES. Where these programs are
14 implemented countywide in support of other NPDES permit
15 regions, the DISTRICT shall estimate the portion of the total cost
16 of these regional programs that benefits the Santa Margarita
17 Region.

18 h. Regulation and Enforcement. COUNTY and CITIES shall be
19 responsible for the regulation and enforcement of local ordinances
20 and regulations within their respective jurisdictions to ensure
21 compliance with the NPDES Permit, and to prevent pollutants
22 originating from within their respective jurisdictions from being
23 discharged into the jurisdiction of another Party in a manner which
24 could cause that Party to violate the NPDES Permit. This includes
25 the exercise of police powers and land use controls and the
26 enforcement of ordinances that COUNTY or CITIES presently
27 have adopted or may adopt in the future.
28

1 3. Shared Costs. Costs for services to be performed in accordance with
2 Sections 2.c., 2.d., 2.e. and 2.f. of this Agreement shall be shared by the Parties in accordance
3 with the procedure specified below. In December of each year of this Agreement the DISTRICT
4 shall:

- 5 a. Estimate the costs of services specified in Sections 2.c., 2.d., 2.e.
6 of this Agreement and 2.f. for the upcoming fiscal year
7 ("ESTIMATED COSTS");
- 8 b. Estimate the DISTRICT'S internal costs for developing,
9 implementing and administering the NPDES program in the Santa
10 Margarita Region as specified in 2.a. ("INTERNAL COSTS");
- 11 c. Estimate the revenues expected from the BENEFIT
12 ASSESSMENT program ("ASSESSMENT REVENUES");
- 13 d. Determine actual costs for NPDES programs administered in the
14 previous fiscal year; and
- 15 e. Determine Credits or Debits ("CREDITS" or "DEBITS") due to
16 COUNTY and CITIES based on the difference of the actual
17 contributions from the previous fiscal year with the actual
18 contributions provided by the COUNTY and CITIES for that fiscal
19 year.

20 By February 1st of each year of this Agreement, the DISTRICT, CITIES and
21 COUNTY, through a NPDES representative assigned by the General Manager-Chief Engineer,
22 City Managers, and County Executive Office, respectively, shall approve, by majority vote,
23 ESTIMATED COSTS for the upcoming fiscal year.

24 3.1 DISTRICT Contribution

25 The DISTRICT contribution ("DISTRICT CONTRIBUTION") to
26 programs specified in Sections 2.c., 2.d., 2.e., and 2.f. for the upcoming fiscal year shall be
27 determined using the following formula:

28 DISTRICT CONTRIBUTION = ASSESSMENT REVENUES -

INTERNAL COSTS - 20% ASSESSMENT REVENUE. ¹

If the calculation yields a negative result, the DISTRICT shall have no contribution for the upcoming fiscal year other than the INTERNAL COSTS it has incurred.

3.2 COUNTY and CITIES Contribution

The total shared COUNTY and CITIES contribution (the "COMBINED CONTRIBUTION") shall be determined using the following formula:

COMBINED CONTRIBUTION = ESTIMATED COSTS - DISTRICT CONTRIBUTION.

The COUNTY'S and individual CITIES' respective pro rata share of the COMBINED CONTRIBUTION ("INDIVIDUAL CONTRIBUTION") shall be determined on the basis of an equally weighted average of population and Benefit Assessment Units within the Santa Margarita Region of Riverside County. More specifically, such percentage contribution shall be calculated as the equally weighted average of:

- (a) The population of COUNTY or individual CITIES within the Santa Margarita Region, divided by the total population of the COUNTY and CITIES in the Santa Margarita Region and;
- (b) The calculated number of Benefit Assessment Units ("BAU") for COUNTY or individual CITIES, divided by the total BAU for COUNTY and individual CITIES.

The INDIVIDUAL CONTRIBUTION shall be further adjusted by any CREDITS or DEBITS due from the previous fiscal year.

The population of CITIES shall be determined by the latest California State Department of Finance population figures issued in May of each year. COUNTY population shall be based on the most current Tax Rate Area ("TRA") information best fitting the Santa Margarita Region.

The BAU count of COUNTY and CITIES shall be estimated by comparing the most current TRA information best fitting the Santa Margarita Region with the Assessment

¹ District retains 20% of assessment revenue as a reserve for District's administrative and program costs associated with the NPDES Permit pursuant to RCFC&WCD Ordinance No. 14.

1 Rolls from the current fiscal year's BENEFIT ASSESSMENT Engineer's Report.

2 COUNTY and CITIES may generate credits toward payments due by
3 providing labor or services in lieu of cash payments. DISTRICT shall determine value of labor
4 or services based on ESTIMATED COSTS for the fiscal year.

5 DISTRICT shall invoice COUNTY and CITIES for INDIVIDUAL
6 CONTRIBUTION at the beginning of each fiscal year and said invoice shall be due and payable
7 by COUNTY and CITIES within 60 days of receipt of invoice from DISTRICT. The
8 COMBINED CONTRIBUTION for COUNTY and CITIES shall not exceed \$2,200,000 (two
9 million, two hundred thousand dollars) annually under this Agreement.

10 4. Term of the Agreement. The term of this Agreement shall commence on
11 the date of execution by the duly authorized representative of at least three of the five
12 COPERMITTEES. The term of this Agreement shall extend for up to eighteen (18) months
13 beyond the period of time in which the term of the NPDES Permit remains in valid force and
14 effect, unless terminated prior to that date by agreement by all the Parties or withdrawal of all of
15 the Parties in accordance with the terms of this Agreement.

16 5. Additional Parties. Any City which incorporates after the date of issuance
17 of the NPDES Permit and/or after the commencement of this Agreement ("Prospective City")
18 may file a written request with DISTRICT asking to be added as a Party. Upon receipt of such a
19 request, DISTRICT shall solicit the approval or denial of the Parties. If a majority of the Parties,
20 each having one, co-equal vote, approves the addition of the Prospective City, this Agreement
21 shall be amended to reflect the addition, and the Prospective City shall thereafter become a Party
22 under this Agreement. Upon execution of the Amended Agreement, the Prospective City shall
23 be responsible for the shared costs discussed in Section 3 of this Agreement for the then-current
24 budget year and any subsequent budget year.

25 6. Withdrawal from the Agreement. Any Party shall be eligible to withdraw
26 from this Agreement after first giving 60 days written notice to the DISTRICT and the
27 CRWQCB-SDR. The withdrawing Party shall agree in such notice to apply with the CRWQCB-
28 SDR for a separate NPDES permit and to comply with all of the requirements established by

1 CRWQCB-SDR. In addition, withdrawal shall constitute forfeiture of all of the withdrawing
2 Party's already-paid share of the costs allocated pursuant to Section 3. The withdrawing Party
3 shall be responsible for any lawfully assessed penalties as a consequence of its withdrawal. In
4 addition, the withdrawing Party shall remain liable as an Indemnitor Party after the effective date
5 of its withdrawal as described in Section 7 below. The cost allocations to the remaining Parties
6 shall be recalculated in the following budget year.

7 7. Mutual Indemnification. Each Party (hereafter "Indemnitor Party") shall
8 indemnify, defend and hold harmless any other Party, together with that Party's employees,
9 officers, managers, governing board members, counsel, representatives and agents (collectively
10 "Indemnitee Parties"), from and against any and all damages, liabilities, losses, demands,
11 lawsuits, orders, actions, causes of action, penalties, judgments, claims, costs and expenses
12 (including reasonable attorneys' fees, including through all appeals) arising from or related to
13 any violation of the NPDES Permit or this Agreement (collectively "Losses") to the extent
14 caused by (i) by the acts or omissions of the Indemnitor Party and its employees, agents and
15 representatives, (ii) discharges from the Indemnitor Party's jurisdictional area or facilities, and/or
16 (iii) discharges from any MS4 owned or operated by the Indemnitor Party. The obligations of
17 the Indemnitor Party set forth in this Section 7 are non-exclusive and are in addition to, and do
18 not replace or modify, any other rights of action, whether at law or in equity, that any Party may
19 have against another Party. Nothing in this Agreement shall limit the ability of any Party to seek
20 any relief, legal or equitable, against any non-Party. The obligations set forth in this Section 7
21 shall survive the termination of this Agreement as to all such acts, omissions or discharges as
22 described in subparts (i) through (iii) hereinabove that occurred, or are alleged to have occurred,
23 while a Party during the term of the Agreement up until such time that it is terminated.

24 8. Amendments to the Agreement. Except as provided in Section 5, this
25 Agreement may only be amended by consent of all Parties. No amendment to this Agreement
26 shall be effective unless it is in writing and signed by the duly authorized representatives of all
27 Parties.
28

1 9. Authorized Signatories. The General Manager-Chief Engineer of
2 DISTRICT, the Chief Executive Officer of COUNTY and the City Managers of CITIES (or their
3 designees) shall be authorized to execute all documents and take all other procedural steps
4 necessary to file for and obtain an NPDES permit(s) or amendments thereto.

5 10. Notices. All notices shall be deemed duly given when delivered by hand;
6 or three (3) days after deposit in the U.S. Mail, postage prepaid. Notice to the Parties shall be
7 sent to the publically advertised mailing address for the Party.

8 11. Governing Law and Severability. This Agreement shall be governed and
9 construed in accordance with the laws of the State of California. If any provision or provisions
10 of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity,
11 legality and enforceability of the remaining provisions shall not in any way be affected or
12 impaired hereby.

13 12. Consent to Waiver and Breach. No term or provision hereof shall be
14 deemed waived and no breach excused, unless the waiver or breach is consented to in writing,
15 and signed by the Party or Parties affected. Consent by any Party to a waiver or breach by any
16 other Party shall not constitute consent to any different or subsequent waiver or breach.

17 13. Entire Agreement. This Agreement and the exhibits attached hereto
18 constitute the entire agreement between the Parties with respect to the subject matter therein; all
19 prior agreements, representations, statements, negotiations and undertakings are superseded
20 hereby.

21 14. Execution in Counterparts. This Agreement may be executed and
22 delivered in any number of counterparts or copies (counterparts) by the Parties. As each Party
23 has signed and delivered at least one counterpart to the other Parties, each counterpart shall be
24 deemed an original and, taken together, shall constitute one and the same Agreement, which
25 shall be binding and effective as to the Parties.

26 15. Non-Waiver of Objections. The entry into, and the performance of this
27 Agreement by the Parties shall not constitute, nor be construed as, any waiver of the
28 COPERMITTEES' objection to any provisions of the NPDES Permit including, without

1 limitation, any provisions identified in the Petition for Review filed by the COPERMITTEES
2 with the SWRCB, or that provisions of the NPDES Permit constitute an unfunded State mandate
3 without subvention of State funds.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed
as of the dates set forth below.

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By *Warren D. Williams*
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

Dated: 11/22/11

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk to the Board

By *Karin Watts-Bazan*
KARIN WATTS-BAZAN
Principal Deputy County Counsel

By _____
Deputy

Dated: November 21, 2011

(SEAL)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By _____
LARRY PARRISH
Interim County Executive Officer

By _____
BOB BUSTER, Chairman
Riverside County Board of Supervisors

Dated: _____

ATTEST:

KECIA HARPER-IHEM
Clerk to the Board

By _____
Deputy

(SEAL)

JU:AMM:cw
11/03/11

APPROVED AS TO FORM:

CITY OF TEMECULA

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By _____
City Attorney

By _____
Mayor

ATTEST:

By _____
City Clerk

Dated: _____

APPROVED AS TO FORM:

CITY OF MURRIETA

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By _____
City Attorney

By _____
Mayor

ATTEST:

By _____
City Clerk

Dated: _____

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By _____
City Attorney

By _____
Mayor

ATTEST:

By _____
City Clerk

Dated: _____