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

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
June 18, 2013

SUBJECT: NPDES Stormwater Discharge Permit – 1st Amendment to the 2008 Implementation Agreement. **Districts Four/Five / Districts Four/Five**

RECOMMENDED MOTION: The Board approve the 1st Amendment to the 2008 Implementation Agreement between the District, County of Riverside, Coachella Valley Water District (CVWD), and the Cities of Banning, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage, and authorize the Chairman to sign the Amendment on behalf of the District.

BACKGROUND: The 2008 Implementation Agreement sets forth the terms and conditions by which the County, District, CVWD and the Cities perform and/or execute certain activities and responsibilities prescribed in the NPDES MS4 Permit issued by the Colorado Regional Water Quality Control Board – Colorado River Basin Region (CRWQCB), pursuant to Order No. R7-2008-0001. A new permit and order will be issued on or about June 20, 2013, by the CRWQCB; the 2008 Implementation Agreement is due to expire at that time.

(continued)

Steve Thomas
for **WARREN D. WILLIAMS**
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	\$ N/A	For Fiscal Year:	N/A

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

C.E.O. RECOMMENDATION: APPROVE
Steven C. Horn
BY: **Steven C. Horn, MPA**

County Executive Office Signature

FISCAL PROJECTIONS APPROVED
BY: JEANNE J. REY, FINANCE DIRECTOR
BY: REGINA L. NEAL

FORM APPROVED COUNTY BOARD
BY: KARIN L. WATTS-BAZAN
DATE: 5/20/13

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

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

SUBJECT: NPDES Stormwater Discharge Permit – 1st Amendment to the 2008 Implementation Agreement. **Districts Four/Five / Districts Four/Five**

SUBMITTAL DATE: June 18, 2013

Page 2

BACKGROUND: This 1st Amendment to the 2008 Implementation Agreement will extend the Agreement's term by one (1) year, to allow for the provisions of the next Agreement to be developed and written after the new NPDES MS4 permit has been adopted by the CRWQCB.

On November 21, 2012, the District, County, CVWD and the Cities reapplied for an area-wide NPDES MS4 Permit in accordance with the Permit requirements administered by the CRWQCB. It is anticipated that the CRWQCB will issue a new NPDES MS4 permit on or about June 20, 2013, pursuant to Section 402(p) of the Federal Clean Water Act. The Permit designates the District and the County as Principal Permittees and designates the CVWD and the Cities as Co-Permittees. It is in the best interest of both the Principal Permittees and the Co-Permittees to work cooperatively to facilitate the administration and implementation of the NPDES MS4 Permit requirements.

County Counsel has reviewed and approved the Amendment as to legal form.

SEB:cw

1 FIRST AMENDMENT TO AGREEMENT

2 National Pollutant Discharge Elimination System
3 Stormwater Discharge Permit
4 Implementation Agreement
5 (California Regional Water Quality Control Board –
6 Colorado River Basin Region)

7 This First Amendment ("First Amendment") to the agreement ("Agreement") entered
8 into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER
9 CONSERVATION DISTRICT ("DISTRICT"), the COUNTY OF RIVERSIDE ("COUNTY"), the
10 COACHELLA VALLEY WATER DISTRICT ("CVWD"), and the CITIES of BANNING,
11 CATHEDRAL CITY, COACHELLA, DESERT HOT SPRINGS, INDIAN WELLS, INDIO, LA
12 QUINTA, PALM DESERT, PALM SPRINGS and RANCHO MIRAGE ("CITIES") (individually,
13 "PARTY" and collectively, "PARTIES") to establish the responsibilities of each PARTY
14 concerning compliance with the National Pollutant Discharge Elimination System ("NPDES")
15 Municipal Separate Storm Sewer System (MS4) Permit issued by the California Regional Water
16 Quality Control Board - Colorado River Basin Region (CRWQCB-CRB) pursuant to Order No. R7-
17 2008-0001 and Order No. 01-077, is entered into by and between the PARTIES with respect to the
18 following:

18 RECITALS

19 A. WHEREAS, the CRWQCB-CRB is preparing an NPDES permit to replace
20 Order No. R7-2008-0001, which is scheduled to be adopted by the CRWQCB-CRB on or about
21 June 20, 2013 as Order No. R7-2013-0011 or such other numbered order as the CRWQCB-CRB
22 may adopt ("Order No. R7-2013-0011"); and

23 B. WHEREAS, the PARTIES wish to amend the Agreement to allow it to govern
24 the responsibilities of the PARTIES under Order No. R7-2008-0001, for as long as Order No. R7-
25 2008-0001 is effective, and under R7-2013-0011, at such time as Order No. R7-2013-0011 is
26 effective; and

1 C. WHEREAS, the Agreement provides in Section 9 that it may be amended by
2 consent of all PARTIES, provided it is in writing and duly signed by the authorized representatives
3 of all PARTIES.

4 NOW, THEREFORE, the PARTIES hereto do mutually agree as follows:

5 1. Section 1 of the Agreement is deleted in its entirety and replaced by the
6 following:

7 "NPDES Permit. A true and correct copy of the existing NPDES permit issued
8 to the Parties to the Agreement pursuant to Order No. R7-2008-0001 is attached to this Agreement
9 as Exhibit A and is hereby incorporated by reference in its entirety and made a part of this
10 Agreement. Order No. R7-2008-0001 is intended to be replaced by a new order, referred to
11 hereinafter as "Order No. R7-2013-0011". This Agreement shall also apply to Order No. R7-2013-
12 0011, the contents of which shall be incorporated by reference in its entirety and made a part of this
13 Agreement upon the effective date of Order No. R7-2013-0011. For the purpose of implementing
14 this Agreement, the term "NPDES Permit" shall mean and refer to Order No. R7-2008-0001 during
15 the time that Order No. R7-2008-0001 is effective, and shall mean and refer to Order No. R7-2013-
16 0011 at such time as Order No. R7-2013-0011 is effective."

17 2. Section 3.B. of the Agreement is deleted in its entirety and replaced by the
18 following:

19 "Monitoring Program. DISTRICT and CVWD shall perform or coordinate
20 monitoring of surface water and urban runoff in accordance with the provisions of the NPDES
21 Permit Monitoring and Reporting Program contained therein, with the exception of monitoring
22 performed pursuant to the CITY OF COACHELLA'S Quality Assurance Project Plan and
23 Monitoring Plan ("QAPPMP") to address the bacterial indicator Total Maximum Daily Load for the
24 Coachella Valley Stormwater Channel ("CVSC TMDL"). The location of NPDES Permit sampling
25 sites not part of the CVSC TMDL monitoring program ("Sites") shall be determined by DISTRICT
26 and CVWD, subject to approval by CRWQCB-CRB. More specifically:

1 A. The CITY OF COACHELLA shall be solely responsible for all duties
2 and costs associated with monitoring, analysis and reporting performed
3 pursuant to its QAPPMP and shall be responsible, along with any other
4 Party to this Agreement which may hereafter be named as a responsible
5 party under the CVSC TMDL, to otherwise comply with monitoring
6 requirements under the CVSC TMDL.

7 B. DISTRICT and CVWD shall perform NPDES Permit monitoring for all
8 Sites located within the respective limits of their jurisdictions.
9 DISTRICT and CVWD may implement alternative approaches to sample
10 collection, including use of consultants, reassigning Sites between the
11 agencies, or other alternative approaches that may ensure improved
12 permit compliance. Said alternative approaches may be implemented
13 upon the mutual agreement of CVWD and DISTRICT.

14 C. DISTRICT shall reimburse CVWD for all of its costs associated with
15 sample collection and laboratory analysis.

16 D. DISTRICT shall be reimbursed by CVWD, COUNTY and CITIES for
17 the costs of its performance of the requirements of this Section, in
18 accordance with the cost sharing provisions set forth in Section 4 of this
19 Agreement."

20 3. Section 3.E of the Agreement is deleted in its entirety and replaced by the
21 following:

22 "Desert Task Force. Each Permittee shall designate staff representatives to the
23 Desert Task Force in writing to DISTRICT. The Desert Task Force shall be responsible for
24 coordinating regional NPDES Permit and Monitoring and Reporting Program compliance activities,
25 including related communications with CRWQCB-CRB, updates to this Implementation Agreement
26 and other compliance orders issued by CRWQCB-CRB affecting the NPDES Permit, NPDES MS4
27 Monitoring and Reporting Program and/or the Whitewater River Watershed Municipal Stormwater
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1 Program Stormwater Management Plan. In addition, the Desert Task Force, or sub-committees
2 thereof, shall be the forum for distribution, discussion and decision-making of items related to
3 agreements and consultant selection related to regional compliance with the NPDES Permit."

4 4. New Section 3.J. is added to the Agreement, to read as follows:

5 "J. Notwithstanding any other provision of this Agreement, all costs, duties and
6 responsibilities associated with compliance with the CVSC TMDL, including without limitation, the
7 costs for implementing the QAPPMP and all monitoring, analysis, report preparation and other
8 tasks required for compliance with the CVSC TMDL, shall be the sole responsibility of the CITY
9 OF COACHELLA and/or, as appropriate, any other PARTY to this Agreement which may hereafter
10 be added as a responsible party under the CVSC TMDL, and shall not be a shared cost under
11 Section 4 of the Agreement or be the responsibility of any other PARTY to the Agreement."

12 5. Section 5 of the Agreement is deleted in its entirety and replaced by the
13 following:

14 "Term of the Agreement. The term of this Agreement shall commence on the
15 date the last duly authorized representative of DISTRICT, COUNTY, CVWD or CITIES executes
16 it. The Agreement shall remain in effect until the earlier of one (1) year after the effective date of
17 Order No. R7-2013-0011 or the date this Agreement is replaced by a new agreement covering
18 implementation of Order No. R7-2013-0011."

19 6. Section 14 of the Agreement is deleted in its entirety and replaced by the
20 following:

21 "Applicability of Prior Agreements. This Agreement, the First Amendment and
22 the exhibits attached thereto constitute the entire agreement between the PARTIES to the
23 Agreement with respect to the subject matter thereof; all prior agreements, representations,
24 statements, negotiations and undertakings concerning implementation of the NPDES Permit within
25 the limits of CRWQCB-CRB's jurisdictional area are superseded hereby."

26 7. Exhibit A to the Agreement is hereby deleted in its entirety and replaced with
27 Exhibit A attached to this First Amendment and incorporated herein by reference.

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1 8. Except as amended herein, all other provisions of the Agreement remain in full
2 force and effect.

3 9. This First Amendment shall be effective upon the date the last duly authorized
4 representative of the PARTIES executes it and shall become effective only when fully executed by
5 each PARTY.

6 10. This First Amendment may be executed and delivered in any number of copies
7 (counterparts) by the PARTIES. When each PARTY has signed and delivered at least one
8 counterpart to the other PARTIES, each counterpart shall be deemed an original and, taken together,
9 shall constitute one and the same First Amendment, which shall be binding and effective as to the
10 PARTIES.

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1 IN WITNESS WHEREOF, the PARTIES have caused this First Amendment to be executed
2 as of the date the last duly authorized representative executes it.

3 RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

4
5 By: Steve Thomas
6 *for* WARREN D. WILLIAMS
7 General Manager-Chief Engineer

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

8 Dated: JUNE 6, 2013

9 APPROVED AS TO FORM:

ATTEST:

10 PAMELA J. WALLS
11 County Counsel

KECIA HARPER-IHEM
Clerk to the Board

12 By: Karin Watts-Bazan
13 Karin Watts-Bazan, Deputy

By: _____
Deputy

14 Dated: May 28, 2013

(SEAL)

16 RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

17
18 By: _____
19 JAY ORR
County Executive Officer

By: _____
JOHN J. BENOIT, Chairman
Board of Supervisors, County of Riverside
Fourth District

20 Dated: _____

ATTEST:

21
22 KECIA HARPER-IHEM
23 Clerk to the Board

By: _____
Deputy

(SEAL)

26 SEB:cw:bjp
27 P8/153401