

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



ITEM: 11.2
(ID # 12538)

MEETING DATE:

Tuesday, June 09, 2020

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the First Amendment to the Funding Agreement Support for the Implementation and Administration of the Watershed Programs for Lake Elsinore and Canyon Lake Between the Riverside County Flood Control and Water Conservation District and the Lake Elsinore and San Jacinto Watersheds Authority for an Additional Three Years (Fiscal Years 2020/2021-2022/2023), CEQA Exempt, Districts 1, 3 and 5. [\$60,000 Total, \$20,000 Annually – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the First Amendment ("Amendment") to the Funding Agreement Support for the Implementation and Administration of the Watershed Programs is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Approve the First Amendment between the Riverside County Flood Control and Water Conservation District ("District") and the Lake Elsinore and San Jacinto Watersheds Authority ("LESJWA") for \$20,000 annually for an additional three years (Fiscal Years 2020/2021-2022/2023);
3. Authorize the Chairwoman of the Board to execute the same on behalf of the District;
4. Authorize the District's General Manager-Chief Engineer to execute any non-substantive amendments, subject to County Counsel approval; and
5. Direct the Clerk of the Board to return two (2) executed Amendments to the District.

ACTION: Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

5/27/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 9, 2020
xc: Flood

Kecia R. Harper
Clerk of the Board

By:
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 20,000	\$ 60,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 25190-947560-527240 (NPDES Santa Ana Assessment/NPDES Contributions)			Budget Adjustment: No	
			For Fiscal Year: 20/21-22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

LESJWA is a Joint Powers Authority whose mission is to improve water quality and wildlife habitats in Lake Elsinore, Canyon Lake and the surrounding San Jacinto watershed.

The Santa Ana Region National Pollutant Discharge Elimination System ("NPDES") Municipal Separate Storm Sewer System ("MS4") Permit ("MS4 Permit") requires permittees, including the District, County of Riverside and the Cities of Beaumont, Canyon Lake, Hemet, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Perris, Riverside, San Jacinto and Wildomar (known individually as "MS4 Permittee" and collectively as "MS4 Permittees"), to take actions to reduce their contributions to the impairments of Canyon Lake and Lake Elsinore.

The Funding Agreement Support for the Implementation and Administration of the Watershed Programs for Lake Elsinore and Canyon Lake ("Agreement") for Fiscal Years 2017/2018 to 2019/2020 was approved by the Board of Supervisors for the District on April 18, 2017 (Minute Order 11.3). The Agreement allowed the District, as the principal MS4 Permittee, to partner with LESJWA to (i) satisfy the MS4 Permit requirements by facilitating LESJWA's cost-effective administration of watershed management activities that promote water quality improvements like the successful alum treatment in Canyon Lake, and (ii) reduce compliance and coordination costs for the MS4 Permittees through cost-effective programs and the pursuit of state and federal grants.

This Amendment will extend the term by three fiscal years (Fiscal Years 2020/2021-2022/2023) and increase the contract amount by \$60,000, bringing the total financial contribution to LESJWA to \$120,000. The Amendment will also allow the District to continue to support LESJWA's implementation and administration of Watershed Programs to facilitate water quality improvements in Lake Elsinore, Canyon Lake and their tributary watersheds.

County Counsel has approved the Amendment as to legal form. LESJWA has executed the Amendment.

Prev. Agn. Ref.: MT#3920 11.3 of 04/18/17

Environmental Findings

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Pursuant to CEQA, execution of the Amendment was determined to be exempt from CEQA under State CEQA Guidelines Section 15061(b)(3). Section 15061(b)(3) or the "common sense exemption" applies to activities where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The Amendment merely identifies the standard provisions that the District and LESJWA shall adhere to when providing funding for the proposed action. Based on the details provided in the Amendment, the District has determined that there is no possibility that the activity may have a significant effect on the environment.

Impact on Residents and Businesses

The regulatory requirements imposed on residents, businesses and local government by the Federal Government and the State of California through the NPDES MS4 program continue to escalate. The watershed programs implemented by LESJWA, in partnership with other local agencies, are designed to identify the most cost-effective path to beneficial use restoration for Lake Elsinore and Canyon Lake. This Amendment will allow the District, as the principal MS4 Permittee, to continue its successful partnership with LESJWA in developing cost-efficient compliance programs that will reduce regulatory burdens for residents and businesses within areas that drain to Canyon Lake and Lake Elsinore.

Additional Fiscal Information

Following are the estimated costs for the Watershed Programs for Lake Elsinore and Canyon Lake per fiscal year:

Watershed Programs for Lake Elsinore and Canyon Lake Agreement	Financial Contribution
• Fiscal Year 2017/2018	\$20,000
• Fiscal Year 2018/2019	\$20,000
• Fiscal Year 2019/2020	\$20,000
Agreement Subtotal	\$60,000
Amendment	
• Fiscal Year 2020/2021	\$20,000
• Fiscal Year 2021/2022	\$20,000
• Fiscal Year 2022/2023	\$20,000
Amendment Subtotal	\$60,000
TOTAL FINANCIAL CONTRIBUTION	\$120,000

Costs incurred under this Amendment will be funded by the District's annual NPDES Benefit Assessments levied in the Santa Ana Benefit Assessment Area. Sufficient funding is available in the District's Fiscal Year 2020-2021 budget and will be included in the proposed budgets for Fiscal Years 2021-2022 through 2022-2023, as appropriate.

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ATTACHMENTS:

1. First Amendment to the Funding Agreement

RKM: blm

P8/231126



Jason Farin, Principal Management Analyst

6/2/2020



Gregory L. Priamos, Director County Counsel

5/31/2020

FIRST AMENDMENT TO FUNDING AGREEMENT
Support for the Implementation and Administration of
the Watershed Programs for Lake Elsinore and Canyon Lake
FY 2017/2018 – FY 2022/2023

This First Amendment to Funding Agreement ("First Amendment"), dated June 9, 2020 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic ("DISTRICT"), and the LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY, a joint powers authority ("LESJWA"). DISTRICT and LESJWA, the parties to this First Amendment, will be referenced herein individually as a "Party" and collectively as "Parties". The Parties hereby agree as follows:

RECITALS

A. DISTRICT and LESJWA have entered into that certain Funding Agreement dated April 18, 2017 ("Original Agreement") pursuant to which DISTRICT, as the principal National Pollutant Discharge Elimination System ("NPDES") permittee for the Santa Ana Region of Riverside County, would contribute funding toward LESJWA's watershed protection programs to improve water quality in Lake Elsinore, Canyon Lake and the surrounding San Jacinto River Watershed.

B. The Original Agreement together with this First Amendment are collectively referred to herein as the "Agreement".

C. The Parties wish to amend the Original Agreement to extend the term period and increase the total financial contribution amount for DISTRICT.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Recital F of the Original Agreement is hereby replaced in its entirety by the following:

F. DISTRICT, in accordance with its responsibilities as the principal NPDES MS4 PERMITTEE, desires to continue its support of LESJWA'S implementation and administration of these programs to improve water

quality in Lake Elsinore, Canyon Lake and the surrounding San Jacinto River Watershed on behalf of the MS4 PERMITTEES by contributing twenty thousand dollars (\$20,000) per Fiscal Year (from July 1st to June 30th) for Fiscal Year 2017/2018 through Fiscal Year 2022/2023 with a further cap of not to exceed one hundred twenty thousand dollars (\$120,000) for the entire term of this Agreement; and

2. Section I.3. of the Original Agreement is hereby replaced in its entirety by the following:

I.3. Retain employee and expense records according to customary accounting methods for a period of five (5) years after final payment and such records shall, upon request, be made available for inspection by DISTRICT to verify LESJWA'S invoices.

3. Section II.1. of the Original Agreement is hereby replaced in its entirety by the following:

II.1. Pay LESJWA within forty-five (45) days after receipt of an appropriate invoice as set forth in Section I.1. DISTRICT's financial contribution to LESJWA shall not exceed twenty thousand dollars (\$20,000) per Fiscal Year for Fiscal Years 2017/2018, 2018/2019, 2019/2020, 2020/2021, 2021/2022 and 2022/2023. Furthermore, DISTRICT's total financial contribution shall not exceed a total sum of one hundred twenty thousand dollars (\$120,000) over the entire term of this Agreement.

4. Section III.1. of the Original Agreement is hereby replaced in its entirety by the following:

III.1. DISTRICT'S financial contribution to LESJWA shall not exceed a total sum of one hundred twenty thousand dollars (\$120,000) over the entire term of this Agreement.

5. The provisions of this First Amendment shall prevail over any inconsistent or conflicting provisions of the Agreement as heretofore amended and shall supplement the remaining provisions thereof.

6. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this First Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement, and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either DISTRICT or LESJWA.

7. This First Amendment shall not be binding or consummated until its approval by the DISTRICT's Board of Supervisors and fully executed by the Parties.

8. This First Amendment to Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on

JUN 09 2020

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By

Jason E. Uhley
JASON E. UHLEY
General Manager-Chief Engineer

By

Karen S. Spiegel
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By

Synthia M. Gunzel
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By

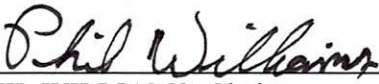
Priscilla Kasso
Deputy

(SEAL)



First Amendment to Funding Agreement w/ Lake Elsinore and San Jacinto Watersheds Authority
Support for the Implementation and Administration of
the Watershed Programs for Lake Elsinore and Canyon Lake
FY 2017/2018 – FY 2022/2023
03/12/2020
RKM:mc

**LAKE ELSINORE AND SAN JACINTO
WATERSHEDS AUTHORITY**

By 
PHIL WILLIAMS, Chair
Lake Elsinore and San Jacinto Watersheds
Authority Board of Directors

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03/12/2020
RKM:mc