

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



ITEM: 11.7
(ID # 22040)

MEETING DATE:
Tuesday, June 06, 2023

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Second 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 Five Years (Fiscal Years 2023/2024 -2027/2028), CEQA Exempt, All Districts. [\$100,000 Total Amendment Cost – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Second Amendment to Funding Agreement ("Second Amendment") Support for the Implementation and Administration of the Watershed Programs is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3);

Continued on Page 2

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

5/23/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Gutierrez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Gutierrez
Nays: None
Absent: Spiegel
Date: June 6, 2023
xc: Flood

Kimberly A. Rector
Clerk of the Board

By:
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the Second Amendment between the Riverside County Flood Control and Water Conservation District ("District") and the Lake Elsinore and San Jacinto Watersheds Authority ("LESJWA") for an additional five years (Fiscal Years 2023/2024 - 2027/2028);
3. Authorize the Chair of the District's Board to execute the Second Amendment documents on behalf of the District;
4. Authorize the District's General Manager-Chief Engineer to execute any non-substantive amendments, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the Board to return two (2) executed Second Amendment documents to the District.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 20,000	\$ 100,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 25190-947560-527240 (NPDES Santa Ana Benefit Assessment/ NPDES Contributions)			Budget Adjustment: No	
			For Fiscal Year: 23/24-27/28	

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 Funding Agreement Support for the Implementation and Administration of the Watershed Programs for Lake Elsinore and Canyon Lake ("Agreement"), approved by the District's Board of Supervisors on April 18, 2017 [Minute Order 11.3], 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. In addition, the First Amendment, approved by the District's Board of Supervisors on June 9, 2020 [Minute Order 11.2], extended the term by three fiscal years (Fiscal Years 2020/2021-2022/2023) and increased the contract amount by \$60,000, bringing the total financial contribution to LESJWA to \$120,000.

This Second Amendment also extends the term by five fiscal years to allow the District to continue to support LESJWA's implementation and administration of Watershed Programs to

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facilitate water quality improvements in Lake Elsinore, Canyon Lake and their tributary watersheds and increases the contract amount by \$100,000, bringing the total financial contribution to LESJWA to \$220,000.

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

Prev. Agn. Ref.: MT#3920 11.3 of 04/18/17
MT#12538 11.2 of 06/09/20

Environmental Findings

Pursuant to CEQA, execution of the Second Amendment was determined to be exempt from CEQA under CEQA Guidelines Section 15061(b)(3). Section 15061(b)(3), 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 Second 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 Second 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 Second 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

Costs incurred under this Second 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 2023/2024 recommended budget and will be included in the proposed budgets for Fiscal Years 2024/2025 through 2027/2028, as appropriate.

ATTACHMENT:

1. Second Amendment to the Funding Agreement

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OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



Jason Farin, Principal Management Analyst 5/31/2023



Kristine Bell-Valdez, Supervising Deputy County Counsel 5/23/2023

Second Amendment To Funding Agreement
Support for the Implementation and Administration of
the Watershed Programs for Lake Elsinore and Canyon Lake
FY 2023/2024 – FY 2027/2028

This Second Amendment to Funding Agreement ("Second Amendment"), dated June 6, 2023 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 Second 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 [DISTRICT's Board Agenda Item No. 11.3], hereinafter called "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. On June 9, 2020 [DISTRICT's Board Agenda Item No. 11.2], DISTRICT and LESJWA entered into that certain First Amendment, hereinafter called ("First Amendment") to continue its support of LESJWA's implementation and administration of these programs on behalf of the Santa Ana Region National Pollutant Discharge Elimination System ("NPDES") Municipal Separate Storm Sewer System Permit ("MS4 PERMIT") for 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 collectively as "MS4 PERMITTEES").

C. The Original Agreement together with First Amendment are collectively referred to herein as ("Agreements").

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D. The Parties wish to amend Agreements to extend the term period for an additional five (5) years to address NPDES MS4 PERMIT requirements for Canyon Lake and Lake Elsinore.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto do hereby mutually agree as follows:

1. Recital F of Agreements are 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 MS4 PERMITTEES by contributing an additional amount of One Hundred Thousand Dollars (\$100,000) for Fiscal Years 2023/2024, 2024/2025, 2025/2026, 2026/2027, and 2027/2028, with a further cap of not to exceed Two Hundred Twenty Thousand Dollars (\$220,000) over the entire term of this Agreement; and

2. Section II.1. of the Agreements are hereby replaced in its entirety by the following:

II.1. Pay LESJWA within forty-five (45) calendar days after receipt of an appropriate invoice as set forth in Section I.1. . DISTRICT's financial contribution to LESJWA shall not exceed the total sum of Twenty Thousand Dollars (\$20,000) per fiscal year for Fiscal Years 2017/2018, 2018/2019, 2019/2020, 2020/2021, 2021/2022, 2023/2024, 2024/2025, 2025/2026, 2026/2027, and 2027/2028. Furthermore, DISTRICT's total

financial contribution shall not exceed a total sum of Two Hundred Twenty Thousand Dollars (\$220,000) over the entire term of this Agreement.

3. 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 Two Hundred Twenty Thousand Dollars (\$220,000) over the entire term of this Agreement.

4. CAPITALIZED TERMS. Second Amendment to prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreements, as heretofore amended. The provisions of this Second Amendment shall prevail over any inconsistency or conflicting provisions of the Agreements as heretofore amended and shall supplement the remaining provisions thereof.

5. MISCELLANEOUS. Except to the extent specifically deleted, added to, amended or modified herein, all the terms, covenants and conditions of said Agreements shall remain in full force and effect and shall apply with the same force and effect between the parties hereto. Subject to the provisions of the Agreements 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 Second Amendment or the Agreements shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreements, and all such other provisions shall remain in full force and effect. The language in all parts of the Agreements shall be construed according to its normal and usual meaning and not strictly for or against either DISTRICT or LESJWA.

6. EFFECTIVE DATE. This Second Amendment shall not be binding or consummated until July 1, 2023, and its approval by DISTRICT's Board of Supervisors and fully executed by the Parties.

7. This Second Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

8. Each Party of this Second Amendment agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Second Amendment. The Parties further agree that the electronic signatures of the Parties included in this Second Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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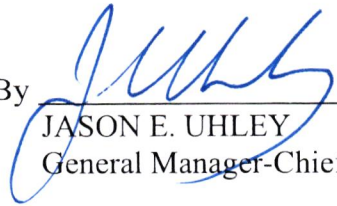
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IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment

on 6/6/23
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
JASON E. UHLEY
General Manager-Chief Engineer

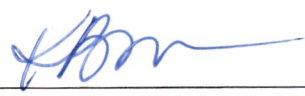
By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By 
Deputy

(SEAL)

Second Amendment to Funding Agreement
Support for the Implementation and Administration of the
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FY 2023/2024 – FY 2027/2028
04/05/23
SAK:blm

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**LAKE ELSINORE AND SAN JACINTO
WATERSHEDS AUTHORITY**

DocuSigned by:

Dale Welty

Dale Welty, Chair

Lake Elsinore and San Jacinto Watersheds
Authority Board of Directors

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