

APPENDIX E
2003 Santa Ana Region Implementation Agreement

AGREEMENT

National Pollutant Discharge Elimination System
Stormwater Discharge Permit
Implementation Agreement
Santa Ana Region
(Santa Ana Drainage Area)

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This Agreement, entered into as of this 16 day of Dec, 2003 by the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (herein called DISTRICT), the COUNTY OF RIVERSIDE (herein called COUNTY), and the CITIES OF BEAUMONT, CALIMESA, CANYON LAKE, CORONA, HEMET, LAKE ELSINORE, MORENO VALLEY, MURRIETA, NORCO, PERRIS, RIVERSIDE and SAN JACINTO, (herein called CITIES), establishes the responsibilities of each party concerning compliance with the National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit (NPDES Permit) issued by the California Regional Water Quality Control Board - Santa Ana Region pursuant to Order No. R8-2002-0011.

RECITALS

WHEREAS, in 1987 Congress 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, industrial facilities and persons conducting certain construction activities to obtain an NPDES Permit before discharging stormwater into navigable waters; and

WHEREAS, Section 402(p) further requires the Federal 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 Regional Water Quality

12/16/03

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2 Control Board-Santa Ana Region (RWQCB-SAR) to administer the NPDES permitting process
3 within the boundaries of that region; and

4 WHEREAS, DISTRICT was created to provide for the control of flood and
5 stormwaters within the County of Riverside and is empowered to investigate, examine, measure,
6 analyze, study and inspect matters pertaining to flood and stormwaters; and

7
8 WHEREAS, on August 30, 2000 DISTRICT, COUNTY and CITIES submitted an
9 NPDES Permit Application for an area-wide NPDES Permit; and

10 WHEREAS, the NPDES Permit Application was submitted in accordance with the
11 previous NPDES Permit (Order No. 96-30, NPDES No. CA 618033) which expired on March 8,
12 2001; and

13 WHEREAS, RWQCB-SAR issued a new NPDES Permit to DISTRICT, COUNTY
14 and CITIES on October 25, 2002; and

15
16 WHEREAS, the NPDES Permit governing municipal stormwater discharges meets
17 both the requirements of Section 402(p)(3)(B) of the CWA and all requirements applicable to an
18 NPDES Permit issued under RWQCB-SARs discretionary authority in accordance with Section
19 402(a)(1)(B) of the CWA; and

20 WHEREAS, the NPDES Permit designates DISTRICT as the "Principal Permittee",
21 and COUNTY and CITIES as "Co-Permittees"; and

22
23 WHEREAS, cooperation between DISTRICT, COUNTY and CITIES in the
24 administration and implementation of the NPDES Permit is in the best interests of DISTRICT,
25 COUNTY and CITIES; and

26 WHEREAS, DISTRICT is willing to share the expertise of its staff with COUNTY
27 and CITIES so that they can join in implementing the requirements of the NPDES Permit; and
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2 WHEREAS, DISTRICT, COUNTY and CITIES are to perform certain activities
3 prescribed in the NPDES Permit that will benefit all parties.

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

5 1. Incorporation of the NPDES Permit. The NPDES Permit issued to DISTRICT,
6 COUNTY and CITIES by RWQCB-SAR pursuant to Order No. R8-2002-0011 is attached to this
7 Agreement as EXHIBIT A and is hereby incorporated by reference in its entirety and made a part of
8 this Agreement.
9

10 2. Delegation of Responsibilities. The responsibilities of each of the parties shall
11 be as described in the NPDES Permit and reiterated as follows:

12 a. DISTRICT, at no cost to COUNTY and CITIES, shall assume the
13 responsibilities and meet the requirements of the NPDES Permit by:

14 (1) Complying with Section I. A. (RESPONSIBILITIES OF THE
15 PRINCIPAL PERMITTEE).

16 (2) Complying with Sections II (DISCHARGE
17 LIMITATIONS/PROHIBITIONS), III (RECEIVING WATER
18 LIMITATIONS), IV (IMPLEMENTATION AGREEMENT), V
19 (LEGAL AUTHORITY), VI (ILLICIT CONNECTIONS /
20 ILLEGAL DISCHARGES; LITTER, DEBRIS AND TRASH
21 CONTROL), VII (SEWAGE SPILLS, INFILTRATION INTO MS4
22 SYSTEMS FROM LEAKING SANITARY SEWER LINES,
23 SEPTIC SYSTEM FAILURES, AND PORTABLE TOILET
24 DISCHARGES), VIII (NEW DEVELOPMENT (INCLUDING
25 SIGNIFICANT REDEVELOPMENT)), IX (MUNICIPAL
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INSPECTION PROGRAM), X (EDUCATION AND OUTREACH), XI (MUNICIPAL FACILITIES PROGRAMS AND ACTIVITIES), XII (MUNICIPAL CONSTRUCTION PROJECTS / ACTIVITIES), XIII (PROGRAM MANAGEMENT / DAMP REVIEW), XIV (MONITORING AND REPORTING), XV (PROVISIONS), and XVI (PERMIT EXPIRATION AND RENEWAL) as they pertain to District facilities and operations.

(3) Performing all the sampling data collection and assessment requirements described in the NPDES Permit MONITORING AND REPORTING PROGRAM.

(4) Performing all the reporting requirements described in the NPDES Permit MONITORING AND REPORTING PROGRAM. With respect to such reporting requirements, the DISTRICT shall specifically:

- (a) Prepare the required narrative for all reports; and
- (b) Provide COUNTY and CITIES an opportunity to review and comment on any such narrative.

b. COUNTY and CITIES shall, at no cost to DISTRICT, assume the responsibilities and meet the requirements of the NPDES Permit for land area and facilities within their individual jurisdictions by:

- (1) Complying with Section I.B. (RESPONSIBILITIES OF THE CO-PERMITTEES).
- (2) Complying with Sections II (DISCHARGE LIMITATIONS /

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PROHIBITIONS), III (RECEIVING WATER LIMITATIONS), IV (IMPLEMENTATION AGREEMENT), V (LEGAL AUTHORITY), VI (ILLICIT CONNECTIONS / ILLEGAL DISCHARGES; LITTER, DEBRIS AND TRASH CONTROL), VII (SEWAGE SPILLS, INFILTRATION INTO MS4 SYSTEMS FROM LEAKING SANITARY SEWER LINES, SEPTIC SYSTEM FAILURES, AND PORTABLE TOILET DISCHARGES), VIII (NEW DEVELOPMENT (INCLUDING SIGNIFICANT REDEVELOPMENT)), IX (MUNICIPAL INSPECTION PROGRAM), X (EDUCATION AND OUTREACH), XI (MUNICIPAL FACILITIES PROGRAMS AND ACTIVITIES), XII (MUNICIPAL CONSTRUCTION PROJECTS / ACTIVITIES), XIII (PROGRAM MANAGEMENT / DAMP REVIEW), XIV (MONITORING AND REPORTING), XV (PROVISIONS), and XVI (PERMIT EXPIRATION AND RENEWAL) as they pertain to COUNTY and CITIES facilities and operations.

- (3) Demonstrating compliance with all NPDES Permit requirements through timely implementation of the approved Drainage Area Management Plan (DAMP) and any approved modifications, revisions, or amendments thereto.
- (4) Providing to DISTRICT (on DISTRICT approved forms) all information needed to satisfy the reporting requirements described

in the NPDES Permit MONITORING AND REPORTING PROGRAM. The COUNTY and CITIES shall specifically:

(a) Provide information on existing stormwater facilities and/or other data as it pertains to COUNTY or CITIES facilities when requested by DISTRICT.

(b) Submit their individual reports to DISTRICT for incorporation into DISTRICT'S narrative no later than November 1 of each year.

3. Shared Costs. In the event DISTRICT requires the services of a consultant or consultants to prepare manuals, develop programs or perform studies relevant to the entire permitted area, the cost of said consultant services will be shared by DISTRICT, COUNTY and CITIES. The shared costs shall be allocated as follows:

<u>Party</u>	<u>Percentage Contribution</u>
DISTRICT	50
COUNTY & CITIES	50

The individual percentage contribution from COUNTY and individual CITIES shall be a function of population. More specifically, such contribution shall be calculated as the population of COUNTY or individual CITIES, divided by the total population of all the Co-Permittees multiplied by 50, i.e.,:

$$\begin{aligned} \text{Contribution (\%)} &= 50(x_n/x_{tot}) \\ X_n &= \text{population of COUNTY or individual CITIES} \\ X_{tot} &= \text{total population of COUNTY and CITIES in the} \\ &\quad \text{Santa Ana Drainage Area} \\ 50 &= \text{total percentage excluding DISTRICT portion} \end{aligned}$$

The population of COUNTY and CITIES will be based on the latest California State Department of Finance population figures issued in May of each year.

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2 The total shared cost of consultant services shall not exceed \$200,000.00
3 annually.

4 COUNTY and CITIES shall be notified in writing of DISTRICT'S request for
5 proposals from consultants, selection of a consultant, consultant's fee, and contract timetable and
6 payment schedule.

7 COUNTY and CITIES shall pay to DISTRICT their share of the shared costs
8 within 60 days of receipt of an invoice from DISTRICT.
9

10 4. Term of the Agreement. The term of this Agreement shall commence on the
11 date the last duly authorized representative of DISTRICT, COUNTY or CITIES executed it. The
12 term of the Agreement shall be indefinite or as long as required for compliance with the CWA,
13 unless each of the Co-Permittees withdraws in accordance with the terms of this Agreement.

14 5. Additional Parties. Any City which incorporates after the date of issuance of
15 the NPDES Permit and/or after the date of execution of this Agreement may file a written request
16 with DISTRICT asking to be added as a party. Upon receipt of such a request, DISTRICT shall
17 solicit the approval or denial of each Co-Permittee. If a majority of the Co-Permittees, each having
18 one, co-equal vote, approves the addition of the City, DISTRICT, on behalf of the Co-Permittees,
19 will ask RWQCB-SAR to add the City to the NPDES Permit as an additional Co-Permittee. Once
20 the City is made an additional Co-Permittee to the NPDES Permit, this Agreement shall be amended
21 to reflect the addition, and the City shall, thereafter, comply with all provisions of the NPDES Permit
22 and this Agreement. Upon execution of the amended Agreement, the City shall be responsible for
23 the shared costs discussed in Section 3 of this Agreement for the current and any subsequent budget
24 year.
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27 6. Withdrawal from the Agreement. Any party may withdraw from this
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2 Agreement 60 days after giving written notice to DISTRICT and RWQCB-SAR. The withdrawing
3 party shall agree in such notice to file for a separate NPDES Permit and to comply with all of the
4 requirements established by RWQCB-SAR. In addition, withdrawal shall constitute forfeiture of
5 all of the withdrawing party's share of the costs described in Section 3 of this Agreement. The
6 withdrawing party shall be responsible for all lawfully assessed penalties as a consequence of
7 withdrawal. The cost allocations to the remaining parties will be recalculated in the following
8 budget year.
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10 7. Non-compliance with Permit Requirements. Any party found in non-
11 compliance with the conditions of the NPDES Permit within its jurisdictional boundaries shall be
12 solely liable for any lawfully assessed penalties. Common or joint penalties shall be calculated and
13 allocated between the parties according to the formula outlined in Section 3 of this Agreement.
14

15 8. Amendments to the Agreement. This Agreement may be amended by consent
16 of the parties which represent a majority of the percentage contribution as described in Section 3 of
17 this Agreement. Each party's vote will be calculated according to the percentage contribution of each
18 party as described in Section 3 of this Agreement. No amendment to this Agreement shall be
19 effective unless it is in writing and signed by the duly authorized representatives of the majority of
20 the parties.

21 9. Authorized Signatories. The General Manager-Chief Engineer of DISTRICT,
22 the Chief Executive Officer of COUNTY and the City Managers of CITIES (or their designees) shall
23 be authorized to execute all documents and take all other procedural steps necessary to file for and
24 obtain an NPDES Permit(s) or amendments thereto.
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26 10. Notices. All notices shall be deemed duly given when delivered by hand; or
27 three (3) days after deposit in the U.S. Mail, postage prepaid.
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11. Governing Law. This Agreement will be governed and construed in accordance with laws of the State of California. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired hereby.

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

13. Applicability of Prior Agreements. This Agreement and the exhibits attached hereto constitute the entire Agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

14. Execution in Counterparts. This Agreement may be executed and delivered in any number of counterparts or copies ("counterpart") by the parties hereto. When each party has signed and delivered at least one counterpart to the other parties hereto, each counterpart shall be deemed an original and, taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the parties hereto.

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IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

WARREN D. WILLIAMS
General Manager-Chief Engineer

By James A. Venable
JAMES A. VENABLE, Chairman

Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

WILLIAM C. KATZENSTEIN
County Counsel

NANCY ROMERO
Clerk to the Board

By Timothy J. Davis
TIMOTHY J. DAVIS, Deputy

By Nancy Romero
Deputy

Dated DEC 16 2003

(SEAL)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

LARRY PARRISH
County Executive Officer

By Larry Parrish

By John F. Tavaglione
JOHN F. TAVAGLIONE, Chairman
Riverside County Board of Supervisors

Dated DEC 16 2003

ATTEST:

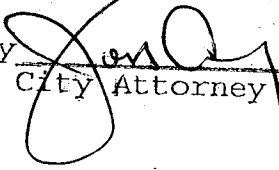
NANCY ROMERO
Clerk to the Board

By Nancy Romero
Deputy

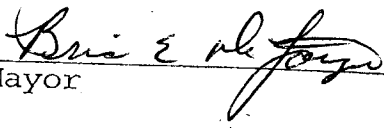
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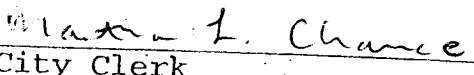
APPROVED AS TO FORM:

By 
City Attorney

CITY OF BEAUMONT

By 
Mayor

ATTEST:

By 
City Clerk

(SEAL)

Executed on May 5, 2003, at Calimesa, California.

CITY OF CALIMESA

By: Gregory V. Schook
Gregory V. Schook, Mayor

ATTEST:

By: Harry Jensen
Harry Jensen, City Clerk/City Manager

Approved as to form:

Marguerite P. Battersby
Marguerite P Battersby, City Attorney

Date: May 13, 2003

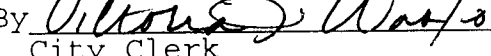
APPROVED AS TO FORM:

By 
City Attorney

CITY OF CORONA

By 
Mayor

ATTEST:

By 
City Clerk

(SEAL)

APPROVED AS TO FORM:

By Elizabeth L. Martyn
City Attorney

CITY OF CANYON LAKE

By Jack Wamsley
Mayor

ATTEST:

By H. Bennett
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY *Julia Diaz*
City Attorney

CITY OF HEMET

BY *Lori VanCradle*
Mayor

ATTEST:

BY *Stephen B. Clayton*
City Clerk

(SEAL)

APPROVED AS TO FORM:

By Barbara Leibold
City Attorney

CITY OF LAKE ELSINORE

By Samela Party
Mayor

ATTEST:

By Dieter Kasad
City Clerk

(SEAL)

APPROVED AS TO FORM:

By *Robert O. Hemick*
City Attorney

CITY OF MORENO VALLEY

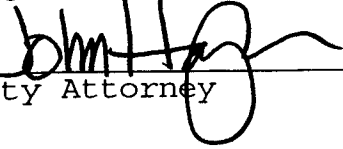
By *M. A. Bell*
Mayor

ATTEST:

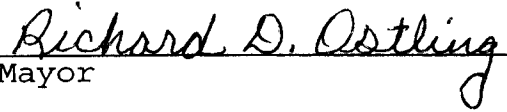
By *Alice Reed*
City Clerk

(SEAL)

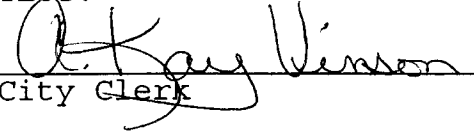
APPROVED AS TO FORM:

By 
City Attorney

CITY OF MURRIETA

By 
Mayor

ATTEST:

By 
City Clerk

(SEAL)

APPROVED AS TO FORM:

By John Hag
City Attorney

CITY OF NORCO

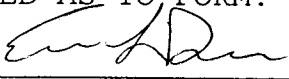
By George Suen
Mayor


ATTEST:

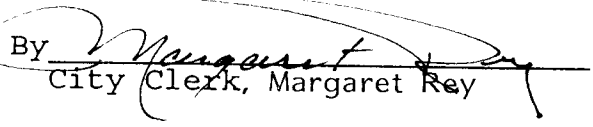
By Cheryl
City Clerk, Deputy

(SEAL)

APPROVED AS TO FORM:

By 
City Attorney, Eric Dunn

CITY OF PERRIS
By 
Mayor, Daryl R. Busch

ATTEST:
By 
City Clerk, Margaret Rey

(SEAL)

APPROVED AS TO FORM:

By *Susan Wilson*
City Attorney

CITY OF RIVERSIDE

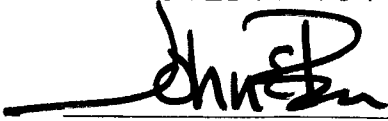
By *Ronald Laven*
Mayor

ATTEST:

By *C. J. Pical*
City Clerk


(SEAL)

APPROVED AT TO FORM:




John E. Brown, City Attorney
Best Best & Krieger

CITY OF SAN JACINTO

By 
Jim Ayres, Mayor

ATTEST:


Dorothy L. Chouinard, City Clerk

TMR:pln
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4/28/03