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2
3 **AGREEMENT**

4 National Pollutant Discharge Elimination System
5 Urban Runoff Discharge Permit
6 Implementation Agreement
7 Santa Ana Region
8 (Santa Ana Drainage Area)

9 This Agreement, entered into as of this 9th day of February, 2011 by
10 the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
11 (herein called DISTRICT), the COUNTY OF RIVERSIDE (herein called COUNTY), and the
12 CITIES OF BEAUMONT, CALIMESA, CANYON LAKE, CORONA, EASTVALE, HEMET,
13 LAKE ELSINORE, MENIFEE, MORENO VALLEY, MURRIETA, NORCO, PERRIS,
14 RIVERSIDE, SAN JACINTO and WILDOMAR, (herein called CITIES), establishes the
15 responsibilities of each party concerning compliance with the National Pollutant Discharge
16 Elimination System (NPDES) Urban Runoff Discharge Permit (NPDES Permit) issued by the
17 California Regional Water Quality Control Board - Santa Ana Region pursuant to Order No.
18 R8-2010-0033. This Agreement effectively terminates the Implementation Agreement adopted
19 on December 16, 2003.

20 RECITALS

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

23 WHEREAS, Section 402(p) of the CWA requires certain municipalities,
24 industrial facilities and persons conducting certain construction activities to obtain an NPDES
25 Permit before discharging stormwater into navigable waters; and

26 WHEREAS, Section 402(p) further requires the Federal Environmental
27 Protection Agency (EPA) to promulgate regulations for NPDES Permit applications; and
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2 WHEREAS, EPA adopted such regulations in November 1990; and

3 WHEREAS, EPA delegated authority to the California Regional Water Quality
4 Control Board-Santa Ana Region (RWQCB-SAR) to administer the NPDES permitting process
5 within the boundaries of that region; and
6

7 WHEREAS, DISTRICT was created to provide for the control of flood and
8 stormwaters within the County of Riverside and is empowered to investigate, examine, measure,
9 analyze, study and inspect matters pertaining to flood and stormwaters; and
10

11 WHEREAS, the COUNTY and CITIES have land use authorities and own and
12 operate Municipal Separate Storm Sewer System (MS4) facilities; and

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

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

18 WHEREAS, RWQCB-SAR issued a NPDES Permit to DISTRICT, COUNTY
19 and CITIES on October 25, 2002; and
20

21 WHEREAS, on April 27, 2007 DISTRICT, COUNTY and CITIES submitted an
22 NPDES Permit Application for an area-wide NPDES Permit; and

23 WHEREAS, the NPDES Permit Application was submitted in accordance with
24 the previous NPDES Permit (Order No. R8-2002-0011, NPDES No. CA 618033) which expired
25 on October 26, 2007; and
26

27 WHEREAS, RWQCB-SAR issued a new NPDES Permit to DISTRICT,
28 COUNTY and CITIES on January 29, 2010; and

1
2 WHEREAS, the NPDES Permit governing municipal stormwater discharges
3 meets both the requirements of Section 402(p)(3)(B) of the CWA and all requirements
4 applicable to an NPDES Permit issued under RWQCB-SARs discretionary authority in
5 accordance with Section 402(a)(1)(B) of the CWA; and
6

7 WHEREAS, the NPDES Permit designates DISTRICT as the "Principal
8 Permittee", and COUNTY and CITIES as "Co-Permittees"; and
9

10 WHEREAS, cooperation between DISTRICT, COUNTY and CITIES in the
11 administration and implementation of the NPDES Permit is in the best interests of DISTRICT,
12 COUNTY and CITIES; and
13

14 WHEREAS, DISTRICT is willing to share the expertise of its staff with
15 COUNTY and CITIES so that they can join in implementing the requirements of the NPDES
16 Permit; and
17

18 WHEREAS, the RWQCB-SAR and the RWQCB-San Diego Region are
19 currently contemplating amendments to Order No. R8-2010-0033 and pending Order No. R9-
20 2010-0016 that would effectively allow MURRIETA and WILDOMAR to be wholly regulated
21 under Order No. R9-2010-0016 and MENIFEE to be wholly regulated under Order No. R8-
22 2010-0033; and
23

24 WHEREAS, MURRIETA and WILDOMAR would be subject to the LAKE
25 ELSINORE/CANYON LAKE NUTRIENT TMDL, independent of Order No. R8-2010-0033,
26 and therefore may be interested in participating in joint programs developed under this
27 Agreement to address the LAKE ELSINORE/CANYON LAKE NUTRIENT TMDL; and
28

WHEREAS, DISTRICT, COUNTY and CITIES are to perform certain activities
prescribed in the NPDES Permit and related to management of the NPDES Permit compliance

1
2 program that will benefit all parties.

3
4 NOW, THEREFORE, the parties hereto do mutually agree as follows:

5 1. Incorporation of the NPDES Permit. The NPDES Permit issued to
6 DISTRICT, COUNTY and CITIES by RWQCB-SAR pursuant to Order No. R8-2010-0033 is
7 attached to this Agreement as EXHIBIT A and is hereby incorporated by reference in its entirety
8 and made a part of this Agreement.

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

11 a. DISTRICT shall assume the responsibilities and meet the requirements
12 of the NPDES Permit by complying with Section III.A
13 (RESPONSIBILITIES OF THE PRINCIPAL PERMITTEE) and:
14

15 (1) Performing or coordinating all the joint sampling data collection
16 and assessment requirements described in the NPDES Permit
17 MONITORING AND REPORTING PROGRAM.

18 (2) Performing all of the joint reporting requirements described in
19 the NPDES Permit MONITORING AND REPORTING
20 PROGRAM. With respect to such joint reporting requirements,
21 the DISTRICT shall specifically:

22 (a) Prepare the required narrative for all joint reports; and

23 (b) Provide COUNTY and CITIES an opportunity to review
24 and comment on any such narrative.
25

26 The cost for implementing the requirements of the joint activities
27 shall be jointly funded as shared costs as described in paragraphs 3
28

1
2 and 4 of this Agreement.

3 b. DISTRICT, at no cost to COUNTY and CITIES, shall assume the
4 responsibilities and meet the requirements of the NPDES Permit by:

5 (1) Complying with Section III.A (RESPONSIBILITIES OF THE
6 PRINCIPAL PERMITTEE).

7
8 (2) Complying with Sections IV (LOCAL IMPLEMENTATION
9 PLAN), V (DISCHARGE PROHIBITIONS), VI (EFFLUENT
10 LIMITATIONS, DISCHARGE SPECIFICATIONS AND
11 OTHER TMDL RELATED REQUIREMENTS), VII
12 (RECEIVING WATER LIMITATIONS), VIII (LEGAL
13 AUTHORITY/ENFORCEMENT), IX (ILLICIT
14 CONNECTIONS/ILLEGAL DISCHARGES (IC/ID); LITTER,
15 DEBRIS AND TRASH CONTROL), X (SEWAGE SPILLS,
16 INFILTRATION INTO THE MS4 SYSTEMS FROM
17 LEAKING SANITARY SEWER LINES, SEPTIC SYSTEM
18 FAILURES AND PORTABLE TOILET DISCHARGES), XII
19 (NEW DEVELOPMENT (INCLUDING SIGNIFICANT
20 REDEVELOPMENT)), XIII (PUBLIC EDUCATION AND
21 OUTREACH), XIV (PERMITTEE FACILITIES AND
22 ACTIVITIES), XV (TRAINING PROGRAM FOR
23 STORMWATER MANAGERS, PLANNERS, INSPECTORS
24 AND MUNICIPAL CONTRACTORS), XVI (NOTIFICATION
25
26
27
28

1
2 REQUIREMENTS), XVII (PROGRAM MANAGEMENT
3 ASSESSMENT/DAMP REVIEW), XVIII (FISCAL
4 RESOURCES), XIX (MONITORING AND REPORTING
5 PROGRAM), XX (PROVISIONS), XXI (PERMIT
6 MODIFICATION), XXII (PERMIT EXPIRATION AND
7 RENEWAL) as they pertain to DISTRICT facilities and
8 operations.
9

10 c. COUNTY and CITIES shall, at no cost to DISTRICT, assume the
11 responsibilities and meet the requirements of the NPDES Permit for
12 land area and facilities within their individual jurisdictions by:
13

14 (1) Complying with Section III.B (RESPONSIBILITIES OF THE
15 CO-PERMITTEES).

16 (2) Complying with Sections IV (LOCAL IMPLEMENTATION
17 PLAN), V (DISCHARGE PROHIBITIONS), VI (EFFLUENT
18 LIMITATIONS, DISCHARGE SPECIFICATIONS AND
19 OTHER TMDL RELATED REQUIREMENTS), VII
20 (RECEIVING WATER LIMITATIONS), VIII (LEGAL
21 AUTHORITY/ENFORCEMENT), IX (ILLICIT
22 CONNECTIONS/ILLEGAL DISCHARGES (IC/ID); LITTER,
23 DEBRIS AND TRASH CONTROL), X (SEWAGE SPILLS,
24 INFILTRATION INTO THE MS4 SYSTEMS FROM
25 LEAKING SANITARY SEWER LINES, SEPTIC SYSTEM
26 FAILURES, AND PORTABLE TOILET DISCHARGES), XI
27
28

1
2 (CO-PERMITTEE INSPECTION PROGRAMS), XII (NEW
3 DEVELOPMENT (INCLUDING SIGNIFICANT
4 REDEVELOPMENT)), XIII (PUBLIC EDUCATION AND
5 OUTREACH), XIV (PERMITTEE FACILITIES AND
6 ACTIVITIES), XV (TRAINING PROGRAM FOR
7 STORMWATER MANAGERS, PLANNERS, INSPECTORS
8 AND MUNICIPAL CONTRACTORS), XVI (NOTIFICATION
9 REQUIREMENTS), XVII (PROGRAM MANAGEMENT
10 ASSESSMENT/DAMP REVIEW), XVIII (FISCAL
11 RESOURCES), XIX (MONITORING AND REPORTING
12 PROGRAM), XX (PROVISIONS), XXI (PERMIT
13 MODIFICATION), XXII (PERMIT EXPIRATION AND
14 RENEWAL) as they pertain to COUNTY and CITIES facilities
15 and operations.
16
17

18
19 (3) Demonstrating compliance with all NPDES Permit requirements
20 through timely implementation of the approved Drainage Area
21 Management Plan (DAMP) and any approved modifications,
22 revisions, or amendments thereto.

23 (4) Providing to DISTRICT (on DISTRICT approved forms) all
24 information needed to satisfy the reporting requirements
25 described in the NPDES Permit MONITORING AND
26 REPORTING PROGRAM. The COUNTY and CITIES shall
27 specifically:
28

(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. Budgets. On or before January 15 of each year, the DISTRICT shall prepare and submit a budget for the next fiscal year to the Santa Ana/Santa Margarita Technical Advisory Committee (TAC). The budget shall include anticipated costs and fees for District services or consultant services to prepare manuals, develop programs, implement programs, engage legal counsel on behalf of the Permittees or perform studies relevant to the entire Permit Area. Once consensus has been reached amongst the TAC, the budget will be submitted to the Management Steering Committee.

4. 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 Permit 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 within the Permit Area. 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.,:

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

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.

The total shared cost of consultant services shall not exceed \$1,000,000.00 annually.

COUNTY and CITIES shall be notified of DISTRICT'S request for proposals from consultants, selection of a consultant, consultant's fee, and contract timetable and payment schedule through the TAC.

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

In the event that a subset of the COUNTY or CITIES require the services of a consultant or consultants to prepare manuals, develop programs, implement programs, engage legal counsel, perform studies or any work to satisfy sub-regional permit requirements, the costs of said consultant services shall be shared by the involved parties, in such a manner as approved by the involved parties. The involved parties may utilize this Agreement to hire a consultant. Tasks performed consistent to this paragraph shall not be subject to the total shared cost limit of \$1,000,000 for area-wide programs.

5. Term of the Agreement. The term of this Agreement shall commence on the date the last duly authorized representative of DISTRICT, COUNTY or CITIES executed it. The term of the Agreement shall continue to eighteen (18) months after the date that RWQCB-SAR issues a new NPDES Permit in replacement of the existing NPDES Permit (Order No. R8-

1
2 2010-0033, NPDES No. CAS 618033) issued on January 29, 2010, unless each of the Co-
3 Permittees either amends this agreement or withdraws in accordance with the terms of this
4 Agreement.
5

6 6. Additional Parties. Any City which incorporates after the date of issuance
7 of the NPDES Permit and/or after the date of execution of this Agreement may file a written
8 request with DISTRICT asking to be added as a party. Upon receipt of such a request,
9 DISTRICT shall solicit the approval or denial of each Co-Permittee. If a majority of the Co-
10 Permittees, each having one, co-equal vote, approves the addition of the City, DISTRICT, on
11 behalf of the Co-Permittees, will ask RWQCB-SAR to add the City to the NPDES Permit as an
12 additional Co-Permittee. Once the City is made an additional Co-Permittee to the NPDES
13 Permit, this Agreement shall be amended to reflect the addition, and the City shall, thereafter,
14 comply with all provisions of the NPDES Permit and this Agreement. Upon execution of the
15 amended Agreement, the City shall be responsible for the shared costs discussed in Section 4 of
16 this Agreement for the current and any subsequent budget year.
17

18 7. Withdrawal from the Agreement. Any party may withdraw from this
19 Agreement 60 calendar days after giving written notice to DISTRICT and RWQCB-SAR. The
20 withdrawing party shall agree in such notice to file for a separate NPDES Permit and to comply
21 with all of the requirements established by RWQCB-SAR. In addition, withdrawal shall
22 constitute forfeiture of all of the withdrawing party's share of the costs paid described in Section
23 4 of this Agreement for that fiscal year. The withdrawing party shall be responsible for all
24 lawfully assessed penalties as a consequence of withdrawal. The cost allocations to the
25 remaining parties will be recalculated in the following budget year.
26
27

28 8. Non-compliance with Permit Requirements. Any party found in non-

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2 compliance with the conditions of the NPDES Permit within its jurisdictional boundaries shall
3 be solely liable for any lawfully assessed penalties. This Agreement is not intended to and does
4 not create any joint and several liability of the parties for such penalties. Common or joint
5 penalties shall be calculated and allocated between the parties according to the formula outlined
6 in Section 4 of this Agreement.
7

8 9. Amendments to the Agreement. This Agreement may be amended by
9 consent of the parties which represent a majority of the percentage contribution as described in
10 Section 4 of this Agreement. Each party's vote shall be calculated according to the percentage
11 contribution of each party as described in Section 4 of this Agreement. No amendment to this
12 Agreement shall be effective unless it is in writing and signed by the duly authorized
13 representatives of the majority of the parties.
14

15 10. Authorized Signatories. The General Manager-Chief Engineer of
16 DISTRICT, the Chief Executive Officer of COUNTY and the City Managers of CITIES (or
17 their designees) shall be authorized to execute all documents and take all other procedural steps
18 necessary to file for and obtain an NPDES Permit(s) or amendments thereto.
19

20 11. Notices. All notices shall be deemed duly given when delivered by hand;
21 or three (3) days after deposit in the U.S. Mail, postage prepaid.

22 12. Governing Law. This Agreement will be governed and construed in
23 accordance with laws of the State of California. If any provision or provisions of this
24 Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and
25 enforceability of the remaining provisions shall not in any way be affected or impaired hereby.
26

27 13. Consent to Waiver and Breach. No term or provision hereof shall be
28 deemed waived and no breach excused, unless the waiver or breach is consented to in writing,

1
2 and signed by the party or parties affected. Consent by any party to a waiver or breach by any
3 other party shall not constitute consent to any different or subsequent waiver or breach.
4

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

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

15 //

16 //

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

NOV 30 2010

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By Steve Thomas
For WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By David H.K. Huff
DAVID H.K. HUFF
Deputy County Counsel

By Karen Barte
Deputy

(SEAL)

Agreement – National Pollutant Discharge Elimination System
Urban Runoff Discharge Permit Implementation Agreement –
Santa Ana Region

AM:cw
P8/134125

COUNTY OF RIVERSIDE

By Marion Ashley
MARION ASHLEY, Chairman
Riverside County Board of Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By David H.K. Huff
DAVID H.K. HUFF
Deputy County Counsel

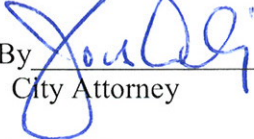
ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

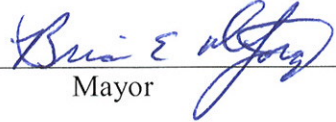
By Kallie B. B. B.
Deputy

(SEAL)


APPROVED AS TO FORM:

By 
City Attorney

CITY OF BEAUMONT

By 
Mayor

ATTEST:

By  (Deputy)
City Clerk

(SEAL)

APPROVED AS TO FORM:

By *Kerri H. Smith*
City Attorney

CITY OF CALIMESA

By *Rebecca C. Zmora*
Mayor

ATTEST:

By *Patricia L. Hudes*
City Clerk

(SEAL)

APPROVED AS TO FORM:

By Elizabeth Mauchon
City Attorney

CITY OF CANYON LAKE

By [Signature]
Mayor

ATTEST:

By Lori Moss
City Clerk

(SEAL)

APPROVED AS TO FORM:

By 
City Attorney

ATTEST:

By 
City Clerk

(SEAL)

CITY OF CORONA

By 
Mayor

APPROVED AS TO FORM:

By J. E. Cunningham
City Attorney

CITY OF EASTVALE

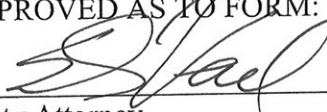
By [Signature]
Mayor

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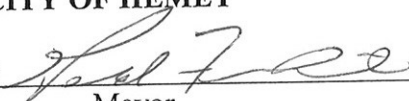
By Tracy L. Daughney
City Clerk

(SEAL)

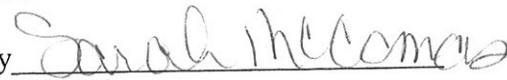
APPROVED AS TO FORM:

By 
City Attorney

CITY OF HEMET

By 
Mayor

ATTEST:

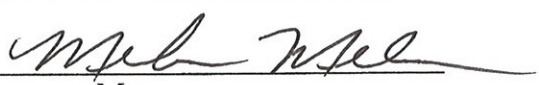
By 
City Clerk

(SEAL)

APPROVED AS TO FORM:

By 
City Attorney

CITY OF LAKE ELSINORE

By 
Mayor

ATTEST:

By 
City Clerk

(SEAL)

APPROVED AS TO FORM:

By K. Feld
City Attorney

CITY OF MENIFEE

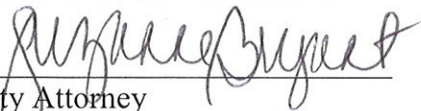
By Wallace Edgerton
Mayor

ATTEST:

By H. Bennett
City Clerk

(SEAL)

APPROVED AS TO FORM:

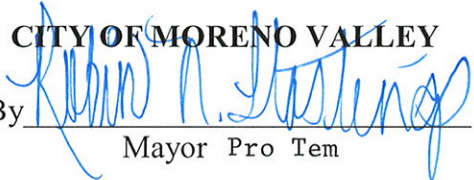
DEPUTY By 
City Attorney

ATTEST:

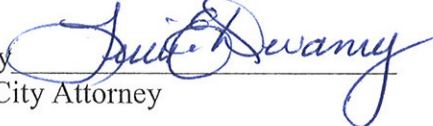
By 
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By 
Mayor Pro Tem

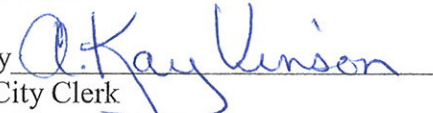
APPROVED AS TO FORM:

By 
City Attorney

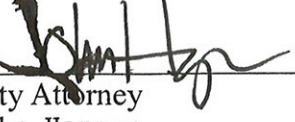
CITY OF MURRIETA

By 
Mayor

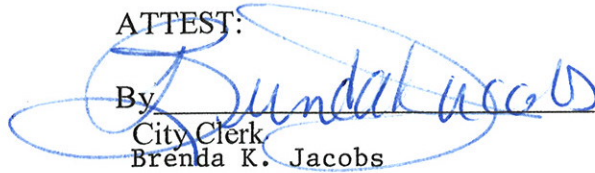
ATTEST:

By 
City Clerk
12-7-2010
(SEAL)

APPROVED AS TO FORM:

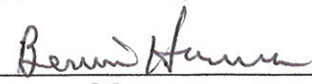
By 
City Attorney
John Harper

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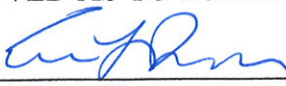
By 
City Clerk
Brenda K. Jacobs

(SEAL)

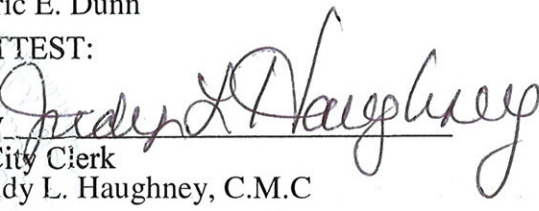
CITY OF NORCO

By 
Mayor Pro Tem
Berwin Hanna

APPROVED AS TO FORM:

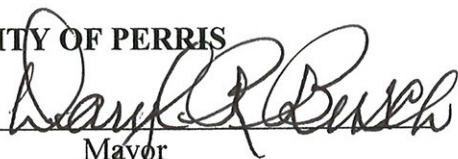
By 
City Attorney
Eric E. Dunn

ATTEST:

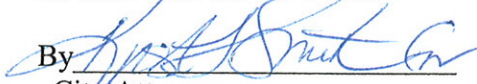
By 
City Clerk
Judy L. Haughney, C.M.C

(SEAL)


CITY OF PERRIS

By 
Mayor
Daryl R. Busch

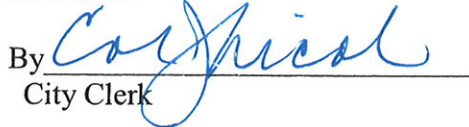
APPROVED AS TO FORM:

By 
City Attorney

CITY OF RIVERSIDE

By 
Mayor

ATTEST:

By 
City Clerk

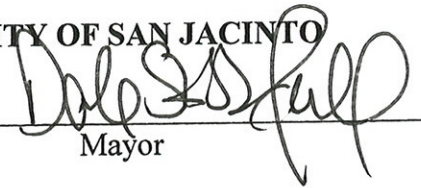
Dated: January 21, 2011

(SEAL)


APPROVED AS TO FORM:

By 
City Attorney

CITY OF SAN JACINTO

By 
Mayor

ATTEST:

By 
City Clerk

(SEAL)

APPROVED AS TO FORM:

By Torrey
City Attorney

CITY OF WILDOMAR

By Masha Swanson
Mayor

ATTEST:

By Debbie A. Lee
City Clerk

(SEAL)