

Appendix C

2014 Implementation and Cost Sharing Agreement

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



407 B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
May 6, 2014

SUBJECT: Approve NPDES Stormwater Discharge Permit – 2014 Implementation Agreement for the Whitewater River Region between the District and County of Riverside, Coachella Valley Water District and Cities (listed below). District 4/District 5; Contract number of years: Five; [\$400,000]; District Funds 100%.

RECOMMENDED MOTION: That the Board of Supervisors:
Approve the 2014 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 (Permittees), and authorize the Chairman to sign the Agreement on behalf of the District.

BACKGROUND:

Summary

The 2014 Implementation Agreement sets forth program cost-sharing provisions, and the terms and conditions by which the Permittees perform and execute activities and responsibilities prescribed in the 2013 Whitewater River Region NPDES MS4 permit, which was recently adopted by the Colorado River Regional Water Quality Control Board (CRWQCB). For the past year, the Permittees have operated under the First Amendment to the 2008 Implementation Agreement, which is due to expire on June 20, 2014.

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 80,000	\$ 400,000	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 0	\$ 80,000	\$ 400,000	\$ 0	

SOURCE OF FUNDS: 25180 947540 525440 NPDES Whitewater Assessment

Budget Adjustment: N/A
For Fiscal Year: 14/15 – 18/19

C.E.O. RECOMMENDATION:

APPROVE

BY: Steven G. Horn

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 6, 2014
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

(Comp. Item 3-1)

Prev. Agn. Ref.: **District:** 4th & 5th **Agenda Number:**

11-2

FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY:
REGINAL L. NEAL
Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: AARON C. GETTIS
DATE: 5-21-14

- ☐ A-30
- ☐ Positions Added
- ☐ 4/5 Vote
- ☐ Change Order

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

FORM 11: Approve NPDES Stormwater Discharge Permit – 2014 Implementation Agreement for the Whitewater River Region between the District and County of Riverside, Coachella Valley Water District and Cities (listed below). District 4/District 5; Contract number of years: Five; [\$400,000]; District Funds 100%.

DATE: May 6, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

On June 20, 2013, the CRWQCB adopted the 2013 MS4 Permit, pursuant to Section 402(p) of the Federal Clean Water Act. The Permit designates the District and the County as Principal Permittees, and designated 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 NPDES MS4 permit requirements.

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

Impact on Residents and Businesses

Existing funding mechanisms (Whitewater Watershed Benefit Assessment Area) will be utilized for District cost-share expenditures; no incremental impact to residents or private businesses.

SUPPLEMENTAL:

Additional Fiscal Information

NPDES MS4 Permit compliance costs have historically varied from year to year. The Agreement stipulates that the District's cost-share amount is 7% of the total costs subject to cost-share for each fiscal year.

Contract History and Price Reasonableness

The 2014 Implementation Agreement renews MS4 permit compliance program cost-sharing provisions, and implementation terms and conditions for the Permittees under the 2013 MS4 Permit; an agreement of this kind has been in place in the Whitewater River Region since the 2001 Permit term. No cost changes are being recommended.

1 MUNICIPAL STORMWATER IMPLEMENTATION AND COST-SHARING AGREEMENT
2 (California Regional Water Quality Control Board –
3 Colorado River Basin Region)

4 This Municipal Stormwater Implementation and Cost-Sharing Agreement
5 ("Agreement"), dated June 20, 2014, by and between the RIVERSIDE COUNTY FLOOD
6 CONTROL AND WATER CONSERVATION DISTRICT ("DISTRICT"), the COUNTY OF
7 RIVERSIDE ("COUNTY"), the COACHELLA VALLEY WATER DISTRICT ("CVWD"), and the
8 CITIES of BANNING, CATHEDRAL CITY, COACHELLA, DESERT HOT SPRINGS, INDIAN
9 WELLS, INDIO, LA QUINTA, PALM DESERT, PALM SPRINGS and RANCHO MIRAGE
10 ("CITIES") (all, individually, "PARTY" and collectively, "PARTIES") to establish the
11 responsibilities of each PARTY concerning certain compliance and financial responsibilities in
12 connection with requirements relating to stormwater as established under the federal Clean Water
13 Act, 33 U.S.C. § 1342(p) ("CWA") and California law, including the National Pollutant Discharge
14 Elimination System ("NPDES") Municipal Separate Storm Sewer System ("MS4") Permit issued by
15 the California Regional Water Quality Control Board - Colorado River Basin Region ("CRWQCB-
16 CRB") pursuant to Order No. R7-2013-0011 (the "2013 PERMIT"), is entered into by and between
17 the PARTIES with respect to the following:

18 RECITALS

19 A. WHEREAS, Congress in 1987 added Section 402(p) to the Federal Clean Water
20 Act, which requires certain MS4 operators to obtain NPDES Permits before discharging stormwater
21 into navigable waters; and

22 B. WHEREAS, the United States Environmental Protection Agency ("EPA")
23 promulgated regulations for MS4 Permits in November 1990; and

24 C. WHEREAS, pursuant to the CWA, EPA has authorized California, through the
25 California State Water Resources Control Board ("SWRCB") and the nine Regional Water Quality
26 Control Boards to administer the NPDES Permit program within the State; and
27
28

1 D. WHEREAS, the Regional Water Quality Control Boards are authorized to
2 administer NPDES Permit programs within the boundaries of their respective regions; and

3 E. WHEREAS, on November 21, 2012, DISTRICT, COUNTY, CVWD and
4 CITIES reapplied for an area-wide NPDES MS4 Permit in accordance with the previous NPDES
5 MS4 Permit (Order No. R7-2008-0001, NPDES No. CAS617002) which expired on May 21, 2013
6 ("2008 Permit"); and

7 F. WHEREAS, the CRWQCB-CRB issued the 2013 PERMIT to DISTRICT,
8 COUNTY, CVWD and CITIES on June 20, 2013 as Order No. R7-2013-0011; and

9 G. WHEREAS, the 2013 PERMIT designates DISTRICT and COUNTY as
10 Principal Permittees and DISTRICT, COUNTY, CVWD and CITIES as Permittees; and

11 H. WHEREAS, pursuant to Section E of the 2013 PERMIT, the PARTIES will
12 continue to implement the 2008 Permit and the existing 2011 Storm Water Management Plan until a
13 revised Storm Water Management Plan ("SWMP") is approved by the CRWQCB-CRB. Such
14 SWMP is to be submitted to the CRWQCB-CRB on or before June 20, 2014; and

15 I. WHEREAS, the 2013 PERMIT requires the DISTRICT, COUNTY, CVWD
16 and CITIES to perform and/or execute certain activities and responsibilities; and

17 J. WHEREAS, DISTRICT and CVWD have agreed to perform and/or undertake
18 certain activities in order to facilitate implementation of the 2013 PERMIT requirements as well as
19 other requirements related to municipal stormwater; and

20 K. WHEREAS, the PARTIES agree that cooperation between, and sharing of costs
21 among, the DISTRICT, COUNTY, CVWD and CITIES in the administration and implementation
22 of the 2013 PERMIT and required programs and actions under the 2013 PERMIT, as well as other
23 municipal stormwater programs, are in the best interest of all PARTIES; and

24 L. WHEREAS, the PARTIES have entered into previous agreements to share costs
25 and responsibilities of compliance with prior NPDES MS4 Permits and municipal stormwater
26 programs, and wish to enter into a similar agreement with respect to the 2013 PERMIT and other
27 municipal stormwater programs.
28

1 NOW, THEREFORE, the PARTIES do mutually agree as follows:

2 1. Incorporation of 2013 PERMIT. The 2013 PERMIT is attached to this
3 Agreement as Exhibit A and is hereby incorporated by reference in its entirety and made a part of
4 this Agreement.

5 2. Incorporation of Federal and State Laws. All applicable Federal and State laws
6 and regulations in effect at the Effective Date (as defined in Section 22 of this Agreement), and as
7 may hereafter be amended during the term of this Agreement, shall govern this Agreement. In any
8 conflict between the terms of this Agreement and the provisions of such laws and regulations, the
9 latter shall control.

10 3. Responsibility for 2013 PERMIT Requirements. Each PARTY shall be solely
11 responsible for compliance with the requirements of the 2013 PERMIT within the limits of its
12 jurisdiction or as otherwise required by the 2013 PERMIT of that PARTY. All PARTIES shall
13 timely comply with such requirements of the 2013 PERMIT.

14 4. Allocation of Costs for 2013 PERMIT and other Municipal Stormwater
15 Requirements. The PARTIES agree that the costs of the responsibilities identified below shall
16 constitute "SHARED COSTS" (as defined in Section 5, below) to be divided and allocated among
17 the PARTIES as set forth in Section 5:

18 A. Public Education and HAZMAT Team. The DISTRICT shall, at its
19 discretion and in coordination with the other PARTIES, perform and/or
20 coordinate activities associated with 2013 PERMIT Part F.1.a.xvi relating
21 to HAZMAT Team responses and Part F.1.f with regard to regional public
22 education issues and the County HHW Program.

23 B. Monitoring. DISTRICT and CVWD shall perform and/or coordinate Dry
24 and Wet Weather Receiving Water and Dry and Wet Weather MS4 Outfall
25 monitoring as required by 2013 PERMIT Parts L.7 through L.10, except
26 that any monitoring performed pursuant to a follow-up Illicit
27 Connection/Illegal Discharge ("IC/ID") investigation, as described in 2013
28

1 PERMIT Parts F.1.a.ix and L.10.A, shall be conducted only by those
2 PARTIES located within the tributary area where an IC/ID incident has
3 occurred and follow-up investigation is required. DISTRICT and CVWD
4 may, at their mutual agreement, implement alternative approaches for
5 sample collection, including use of CONSULTANTS (as defined below),
6 reassigning monitoring sites between DISTRICT and CVWD, or other
7 alternative approaches intended to facilitate 2013 PERMIT compliance.
8 The DISTRICT's and CVWD's responsibilities hereunder shall include, but
9 not be limited to, the selection of 2013 PERMIT sampling sites (subject to
10 approval by the CRWQCB-CRB), the collection of samples in accordance
11 with 2013 PERMIT Parts L.7 through L.10.D, and the submission of
12 samples to approved laboratories. DISTRICT shall be responsible for the
13 conduct of special studies, as required in 2013 PERMIT page 86. CVWD
14 shall be reimbursed for its SHARED COSTS associated with sample
15 collection and laboratory analysis through the application of an equivalent
16 credit towards CVWD's fiscal year Cost-Share amount, as described in
17 Section 5.

18 (1) Notwithstanding any other provision in this Agreement, the CITY
19 of COACHELLA shall be solely responsible for all duties and costs
20 associated with the performance of Coachella Valley Stormwater
21 Channel Bacteria Indicators TMDL ("CVSC TMDL") Phase I
22 Monitoring (2013 PERMIT Part G, pages 58-59, and Part L, pages
23 85-86), including all monitoring, analysis and reporting performed
24 pursuant to its Quality Assurance Project Plan and Monitoring Plan
25 and shall be responsible, along with any other Party to this Agreement
26 which may hereafter be named as a responsible party under the CVSC
27
28

1 TMDL, to otherwise comply with monitoring requirements under the
2 CVSC TMDL.

3 C. Principal Permittee and Reporting. DISTRICT shall perform and/or
4 coordinate all responsibilities assigned to the Principal Permittees in 2013
5 PERMIT Part E.2. DISTRICT shall coordinate the preparation of, and
6 submit to the CRWQCB-CRB, the Annual Report required in 2013
7 PERMIT Parts E.2 and N, the Annual Monitoring Report required in 2013
8 PERMIT Parts L.11 and N and the Report of Waste Discharge required in
9 2013 PERMIT Part I.1. Upon DISTRICT's request, COUNTY, CVWD
10 and CITIES shall, at no cost to DISTRICT, timely provide to DISTRICT
11 (on DISTRICT-approved forms) all information needed to meet the above-
12 referenced reporting requirements. Additionally, when requested by a
13 PARTY, the DISTRICT shall provide information on 2013 PERMIT
14 programs implemented or coordinated by the District to assist that PARTY
15 in its preparation of reports required under 2013 PERMIT PART I, in
16 making a report to the CRWQCB-CRB, or in responding to requests for
17 audits or other information by the CRWQCB-CRB or EPA.

18 D. Other Municipal Stormwater Programs. In addition to programs required
19 under the 2013 PERMIT and set forth in Sections 4.A-4.C, the DISTRICT
20 shall perform and/or coordinate other programs related to municipal
21 stormwater issues (including, but not limited to, the Compliance
22 Assistance Program, development of a new NPDES MS4 permit,
23 development of potential TMDL programs, development of a CWA 303(d)
24 list of impaired waterbodies, work related to non-PARTY dischargers,
25 preparation and filing of claims for unfunded state mandates, as well as any
26 other such programs as the PARTIES shall agree).

1 E. Consultant's Services and Cooperative Agreements. In the event
2 DISTRICT retains a consultant or other professional ("CONSULTANT")
3 to develop and/or implement the programs set forth in Sections 4.A-4.D of
4 this Agreement, including scientific, engineering or legal services, the
5 SHARED COSTS associated with such services shall be shared by
6 DISTRICT, COUNTY, CVWD and CITIES in accordance with the cost
7 sharing provisions set forth in Section 5. The DISTRICT shall notify the
8 PARTIES in advance of its intent to retain a CONSULTANT and, upon
9 any PARTY's request, provide information regarding requests for
10 proposals from consultants, consultant's fee, contract timetable and
11 payment schedule to the PARTIES. COUNTY, CVWD and CITIES shall
12 have the opportunity to participate in decisions related to CONSULTANT's
13 services and the costs associated therewith.

14 5. Cost Sharing. SHARED COSTS (as defined below) for services to be
15 performed in accordance with Sections 4.A-4.E of this Agreement shall be allocated among the
16 PARTIES in accordance with the following formula:

$$17 \quad IC = \frac{((SHARED COSTS + Credits - Debits) - DISTRICT - CVWD) \times IP}{TP}$$

18
19 Where,

20 "IC" means Individual Cost for COUNTY or CITIES

21 "DISTRICT" means DISTRICT Cost-Share Amount (set at
22 7%)

23 "CVWD" means CVWD Cost-Share Amount (set at 7%,
24 adjusted to reflect performance of duties described by Section
25 4.B)

26 "IP" means COUNTY and CITIES' Individual Populations, as
27 further defined below
28

1 "TP" means the COUNTY and CITY PARTIES' total
2 population

3 SHARED COSTS = Fiscal year costs for services performed
4 in accordance with Sections 4.A-4.E of this Agreement.
5 SHARED COSTS shall include all costs required to perform
6 the activities set forth in Sections 4.A-4.E, except that in no
7 event shall SHARED COSTS include any costs arising from
8 or associated with any act or failure to act by any PARTY or
9 its employees or agents during the performance of activities
10 required under this Agreement which result in death, personal
11 injury or property damage.

12 Credits = Portion of SHARED COSTS for the previous fiscal
13 year that were not expended, and if applicable, funds received
14 from other sources, including new PARTIES, not previously
15 calculated in estimating SHARED COSTS for the current
16 fiscal year.

17 Debits = Portion of actual SHARED COSTS for the previous
18 fiscal year which exceeded estimated SHARED COSTS for
19 the previous fiscal year.

20 Each CITY's Individual Population shall be based on the most recent population
21 figures released by the California State Department of Finance. The COUNTY's Individual
22 Population shall be based on census block information adjusted to reflect the most recent
23 Department of Finance population growth data.

24 COUNTY, CVWD and CITIES shall pay to DISTRICT their share of SHARED
25 COSTS within 60 calendar days of receipt of an invoice from DISTRICT.

26 6. Other Cost-Sharing Agreements. Nothing in this Agreement shall prevent a
27 subset of fewer than all the PARTIES from agreeing with the DISTRICT to share the costs of other
28

1 municipal stormwater programs concerning such PARTIES. Such PARTIES shall agree among
2 themselves as to the cost-sharing formula for such programs.

3 7. Term of the Agreement. This Agreement becomes effective on June 20, 2014
4 and shall remain in effect until eighteen (18) months after the date that CRWQCB-CRB issues a
5 new NPDES Permit in replacement of the 2013 PERMIT. The obligation to pay SHARED COSTS
6 set forth in Section 5 shall survive the termination of this Agreement as to any PARTY which is
7 delinquent in making such payments.

8 8. Additional Parties. Any city which incorporates after the Effective Date of this
9 Agreement and which is subject to the 2013 PERMIT may seek to be added as a PARTY by
10 sending a written request to DISTRICT. If a majority of the PARTIES (each having one co-equal
11 vote) approves the addition of the city, this Agreement shall be amended to reflect the addition of
12 the city and the newly added city shall thereafter comply with all provisions of this Agreement.
13 Upon its execution of the amended Agreement, the newly added city shall be responsible for
14 SHARED COSTS in accordance with Section 5 of this Agreement for the then-current fiscal year
15 and any subsequent fiscal year. Funds paid by the newly added city during its first fiscal year under
16 this Agreement shall be credited to the PARTIES according to the formula set forth in Section 5.

17 9. Withdrawal from the Agreement. Any PARTY may withdraw from this
18 Agreement sixty (60) calendar days after giving written notice to the other PARTIES and to the
19 CRWQCB-CRB; upon said official withdrawal date, SHARED COSTS for the withdrawing
20 PARTY will cease to accrue. Withdrawal from this Agreement will not excuse non-compliance
21 with requirements of the 2013 PERMIT applicable to the withdrawing PARTY. The withdrawing
22 PARTY shall pay, within thirty (30) calendar days of receipt of a final invoice from DISTRICT, all
23 SHARED COSTS such PARTY was obligated under this Agreement to pay for the then-current
24 fiscal year, as well as any funds owed for obligations incurred in previous fiscal years. No
25 withdrawing PARTY shall be entitled to receive any refund of SHARED COSTS paid under this
26 Agreement, or to benefit from the ongoing performance of this Agreement, except to the extent
27
28

1 SHARED COSTS were overpaid as the result of errors in DISTRICT invoicing or inadvertent over-
2 payment by the withdrawing PARTY.

3 10. Removal of PARTY. As stated, COUNTY, CVWD and CITIES shall pay to
4 DISTRICT their share of SHARED COSTS within 60 calendar days of receipt of an invoice from
5 DISTRICT. Any PARTY which is more than ninety (90) calendar days delinquent in the payment
6 of any SHARED COSTS under this Agreement, or which is in material breach of any other
7 requirement applicable to that PARTY under this Agreement, shall be subject to removal as a
8 PARTY. The delinquent PARTY shall be notified in writing by the DISTRICT of its delinquent
9 status and shall be afforded an opportunity, not exceeding thirty (30) calendar days from the date of
10 the notice, to cure such status. In the event such PARTY fails or refuses to cure its delinquency, the
11 remaining PARTIES shall vote to remove the delinquent PARTY. If a majority of the PARTIES
12 (each PARTY having one co-equal vote) votes to remove the delinquent PARTY, it shall be
13 removed as a PARTY immediately upon the conclusion of such vote. The removed PARTY shall
14 pay, within thirty (30) calendar days of receipt of a final invoice from DISTRICT, all SHARED
15 COSTS such PARTY was obligated under this Agreement to pay for the then-current fiscal year, as
16 well as any funds owed for obligations incurred in previous fiscal years. Any unfilled obligations of
17 the removed PARTY under this Agreement shall survive its removal. No removed PARTY shall be
18 entitled to receive any refund of SHARED COSTS already paid under this Agreement, or any
19 benefit from the ongoing performance of this Agreement.

20 11. Non-compliance with 2013 PERMIT Requirements. Any PARTY determined,
21 in either an administrative or judicial forum, to be in non-compliance with its specific
22 responsibilities pursuant to the 2013 PERMIT shall be solely responsible for any penalties, fees,
23 damages or injunctive relief assessed in connection therewith. This Agreement is not intended to
24 and does not create any joint and several liability of the other PARTIES for such penalties, fees,
25 damages or injunctive relief.

26 12. Amendments to the Agreement. Except to add a PARTY as provided in Section
27 7, this Agreement may be amended only by consent of all PARTIES. No amendment to this
28

1 Agreement shall be effective unless it is in writing and duly signed by the authorized representatives
2 of all PARTIES.

3 13. Authorized Signatories. The PARTIES warrant and represent that the
4 individuals signing this Agreement on their behalf can and do bind the PARTIES to the terms of
5 this Agreement.

6 14. Notices. All notices shall be deemed duly given when delivered by hand, by
7 email with receipt requested, or three (3) days after deposit in the U.S. Mail, postage prepaid.
8 Notices shall be sent to representatives of the PARTIES whose names and addresses appear on
9 Exhibit B of this Agreement. The identity of such representatives may be freely changed by any
10 PARTY upon notice to the other PARTIES, and changes to Exhibit B shall not be considered an
11 amendment of this Agreement.

12 15. Governing Law and Venue. This Agreement shall be governed and construed in
13 accordance with the laws of the State of California. In any action brought to enforce this
14 Agreement, venue shall be in the Riverside County Superior Court; provided, however, that this
15 venue provision shall not affect the ability of any PARTY to seek a change of venue pursuant to
16 Code of Civil Procedure Section 394.

17 16. Severability. If any provision or provisions of this Agreement shall be held to
18 be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining
19 provisions shall not in any way be affected or impaired hereby.

20 17. Consent to Waiver and Breach. No term or provision hereof shall be deemed
21 waived and no breach excused, unless the waiver or breach is consented to in writing, and signed by
22 the PARTY or PARTIES affected. Consent by any PARTY to a waiver or breach by any other
23 PARTY shall not constitute consent to any different or subsequent waiver or breach.

24 18. Applicability of Prior Agreements. This Agreement and the exhibits attached
25 hereto constitute the entire Agreement between the PARTIES with respect to the subject matter
26 thereof; all prior agreements, representations, custom, usage, statements, negotiations and
27 undertakings concerning implementation of the 2013 PERMIT, oral or written, are superseded
28

1 hereby, except to the extent that any PARTY shall still have an outstanding obligation under any
2 such prior agreements.

3 19. Resolving Disputes. If a dispute arises under this Agreement, the disputing
4 PARTIES agree to attempt to resolve the dispute internally. Absent resolution, a mutually agreed-
5 upon mediator in Riverside County will be obtained. Any cost and fees, apart from Attorney Fees,
6 shall be shared equally among the disputing PARTIES. If such dispute is not resolved within 60
7 days after referral to the mediator, either PARTY may file the matter with the court.


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

13 21. Partnership. This Agreement does not create a partnership between the
14 PARTIES or other similar relationship nor does it impose any fiduciary obligations upon any of the
15 PARTIES, and does not bind any of the PARTIES beyond the furtherance of the intent of the
16 fulfillment of the Agreement.


17 22. Effective Date. This Agreement shall take effect on June 20, 2014 and shall
18 become binding on the PARTIES upon the date that a duly authorized representative of that
19 PARTY executes it. The PARTIES shall make all reasonable efforts to execute the Agreement
20 prior to June 20, 2014.

1 IN WITNESS WHEREOF, each PARTY has executed this Agreement as of the date set
2 forth below.

3
4 RECOMMENDED FOR APPROVAL:

5 By: 
6 WARREN D. WILLIAMS
7 General Manager-Chief Engineer

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

By: 
MARION ASHLEY, Chairman
Riverside County Flood Control and
Water Conservation District

Dated: MAY 06 2014

9 APPROVED AS TO FORM:

10 PAMELA J. WALLS
11 County Counsel

12 By: 
13 Aaron C. Gettis, Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk to the Board


By: 
Deputy

(SEAL)

14
15
16 RECOMMENDED FOR APPROVAL:

17 By: 
18 JAY ORR
19 County Executive Officer

COUNTY OF RIVERSIDE

By: 
JEFF STONE, Chairman
Board of Supervisors, County of Riverside
Third District

Dated: MAY 06 2014

ATTEST:

KECIA HARPER-IHEM
Clerk to the Board

By: 
Deputy

(SEAL)

1 APPROVED AS TO FORM:

2 By:

3 Gerald D. Shoaf
4 GERALD D. SHOAF

COACHELLA VALLEY WATER DISTRICT

By:

J.M. Barrett
J.M. BARRETT
General Manager

By:

John Powell
JOHN POWELL
President

Dated:

06/10/14

1 APPROVED AS TO FORM:

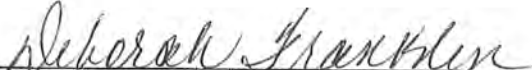
CITY OF BANNING

2 By:



3 DAVID J. ALESHIRE
4 City Attorney

By:



DEBORAH FRANKLIN
Mayor

5 ATTEST:

6 By:



7 MARIE A. CALDERON
8 City Clerk

Dated:

6-26-14

1 APPROVED AS TO FORM:

2 By: 

3 City Attorney

CITY OF CATHEDRAL CITY

By: 

Mayor

4 ATTEST:

5 By: 

6 City Clerk

Dated: 10-27-2014

1 APPROVED AS TO FORM:

2 By: 

3 CARLOS CAMPOS
4 City Attorney

CITY OF COACHELLA

By: 

DAVID GARCIA
City Manager

5 ATTEST:

6 By: 

7 BEATRICE BARAJAS
8 City Clerk

Dated: October 8, 2014

1 APPROVED AS TO FORM:

2 By:

3 Robert L. For
Steve Quintanilla, City Attorney

CITY OF DESERT HOT SPRINGS

By:

Adam Sanchez
Adam Sanchez, Mayor

4 ATTEST:

5 By:

6 Jerryl Soriano
Jerryl Soriano, City Clerk

Dated:

7/1/14

1 APPROVED AS TO FORM:

CITY OF INDIAN WELLS

2 By: Stephen P. Detsch
3 City Attorney

By: [Signature]
Mayor

4
5 ATTEST:

6 By: A. J. B. Chief Deputy Dated: June 19, 2014
7 City Clerk

1 APPROVED AS TO FORM:

2 By: 

3 City Attorney

CITY OF INDIO

By: 

Mayor

4 ATTEST:

5 By: 

6 City Clerk

Dated: 9/18/14

1 APPROVED AS TO FORM:

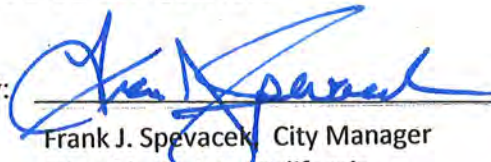
CITY OF LA QUINTA

2 By:



3 M. Katherine Jensen, City Attorney
4 City of La Quinta, California

By:



Frank J. Spevacek, City Manager
City of La Quinta, California

5 ATTEST:

6 By:



7 Susan Maysels, City Clerk
8 City of La Quinta, California

Dated:

June 18, 2014

1 APPROVED AS TO FORM:

CITY OF PALM DESERT

2 By: 

3 DAVID J. ERWIN, City Attorney

By: 

VAN G. TANNER, Mayor

4 ATTEST:

5
6 By: 

7 RACHELLE D. KLASSEN, City Clerk

Dated: May 8, 2014

1 APPROVED AS TO FORM:

CITY OF PALM SPRINGS *JTB*

2 By: *[Signature]*

3 City Attorney

By: *[Signature]*

City Manager

4
5 ATTEST:

6 By: *[Signature]*

7 City Clerk

Dated: *October 2, 2014*

10 APPROVED BY CITY COUNCIL

11 *9.17.14 25 Abbas*

1 APPROVED AS TO FORM:

CITY OF RANCHO MIRAGE

2 By:

3 Steve B. Quintanilla
4 STEVE B. QUINTANILLA
5 City Attorney

By:

Richard W. Kite
RICHARD W. KITE
Mayor

6 ATTEST:

7 By:

8 Bess McGladrey, Deputy
for CYNTHIA SCOTT
City Clerk

Dated:

April 23, 2014

EXHIBIT B

Notice Addressees

RCFCWCD

Mr. Jason Uhley
1995 Market St, Riverside, CA. 92501
951.955.1273, FAX 951.788.9965

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