Appendix C

2014 Implementation and Cost Sharing Agreement
SUBMITTED TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: General Manager-Chief Engineer

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.

FINANCIAL DATA

<table>
<thead>
<tr>
<th>Category</th>
<th>Current Fiscal Year</th>
<th>Next Fiscal Year</th>
<th>Total Cost</th>
<th>Ongoing Cost</th>
<th>Policy/Consent (per Exec. Office)</th>
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<tr>
<td>COST</td>
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<td>$400,000</td>
<td>Consent ☐ Policy ☐</td>
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<tr>
<td>NET DISTRICT COST</td>
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<td>$</td>
<td>$80,000</td>
<td>$400,000</td>
<td>Consent ☐ Policy ☐</td>
</tr>
</tbody>
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SOURCE OF FUNDS: 25180 947540 525440 NPDES Whitewater Assessment

C.E.O. RECOMMENDATION:

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


Keicia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy
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.
MUNICIPAL STORMWATER IMPLEMENTATION AND COST-SHARING AGREEMENT  
(California Regional Water Quality Control Board—Colorado River Basin Region)

This Municipal Stormwater Implementation and Cost-Sharing Agreement ("Agreement"), dated June 20, 2014, by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("DISTRICT"), the COUNTY OF RIVERSIDE ("COUNTY"), the 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 ("CITIES") (all, individually, "PARTY" and collectively, "PARTIES") to establish the responsibilities of each PARTY concerning certain compliance and financial responsibilities in connection with requirements relating to stormwater as established under the federal Clean Water Act, 33 U.S.C. § 1342(p) ("CWA") and California law, including the National Pollutant Discharge Elimination System ("NPDES") Municipal Separate Storm Sewer System ("MS4") Permit issued by the California Regional Water Quality Control Board - Colorado River Basin Region ("CRWQCB-CRB") pursuant to Order No. R7-2013-0011 (the "2013 PERMIT"), is entered into by and between the PARTIES with respect to the following:

RECURSALS

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

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

C. WHEREAS, pursuant to the CWA, EPA has authorized California, through the California State Water Resources Control Board ("SWRCB") and the nine Regional Water Quality Control Boards to administer the NPDES Permit program within the State; and
D. WHEREAS, the Regional Water Quality Control Boards are authorized to administer NPDES Permit programs within the boundaries of their respective regions; and

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

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

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

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

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

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

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

L. WHEREAS, the PARTIES have entered into previous agreements to share costs and responsibilities of compliance with prior NPDES MS4 Permits and municipal stormwater programs, and wish to enter into a similar agreement with respect to the 2013 PERMIT and other municipal stormwater programs.
NOW, THEREFORE, the PARTIES do mutually agree as follows:

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

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

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

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

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

   B. Monitoring. DISTRICT and CVWD shall perform and/or coordinate Dry and Wet Weather Receiving Water and Dry and Wet Weather MS4 Outfall monitoring as required by 2013 PERMIT Parts L.7 through L.10, except that any monitoring performed pursuant to a follow-up Illicit Connection/Illegal Discharge (“IC/ID”) investigation, as described in 2013
PERMIT Parts F.1.a.ix and L.10.A, shall be conducted only by those
PARTIES located within the tributary area where an IC/ID incident has
occurred and follow-up investigation is required. DISTRICT and CVWD
may, at their mutual agreement, implement alternative approaches for
sample collection, including use of CONSULTANTS (as defined below),
reassigning monitoring sites between DISTRICT and CVWD, or other
alternative approaches intended to facilitate 2013 PERMIT compliance.
The DISTRICT’s and CVWD’s responsibilities hereunder shall include, but
not be limited to, the selection of 2013 PERMIT sampling sites (subject to
approval by the CRWQCB-CRB), the collection of samples in accordance
with 2013 PERMIT Parts L.7 through L.10.D, and the submission of
samples to approved laboratories. DISTRICT shall be responsible for the
conduct of special studies, as required in 2013 PERMIT page 86. CVWD
shall be reimbursed for its SHARED COSTS associated with sample
collection and laboratory analysis through the application of an equivalent
credit towards CVWD’s fiscal year Cost-Share amount, as described in
Section 5.

(1) Notwithstanding any other provision in this Agreement, the CITY
of COACHELLA shall be solely responsible for all duties and costs
associated with the performance of Coachella Valley Stormwater
Channel Bacteria Indicators TMDL (“CVSC TMDL”) Phase I
85-86), including all monitoring, analysis and reporting performed
pursuant to its Quality Assurance Project Plan and Monitoring Plan
and shall be responsible, along with any other Party to this Agreement
which may hereafter be named as a responsible party under the CVSC
TMDL, to otherwise comply with monitoring requirements under the CVSC TMDL.

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

D. Other Municipal Stormwater Programs. In addition to programs required under the 2013 PERMIT and set forth in Sections 4.A-4.C, the DISTRICT shall perform and/or coordinate other programs related to municipal stormwater issues (including, but not limited to, the Compliance Assistance Program, development of a new NPDES MS4 permit, development of potential TMDL programs, development of a CWA 303(d) list of impaired waterbodies, work related to non-PARTY dischargers, preparation and filing of claims for unfunded state mandates, as well as any other such programs as the PARTIES shall agree).
E. Consultant’s Services and Cooperative Agreements. In the event DISTRICT retains a consultant or other professional ("CONSULTANT") to develop and/or implement the programs set forth in Sections 4.A-4.D of this Agreement, including scientific, engineering or legal services, the SHARED COSTS associated with such services shall be shared by DISTRICT, COUNTY, CVWD and CITIES in accordance with the cost sharing provisions set forth in Section 5. The DISTRICT shall notify the PARTIES in advance of its intent to retain a CONSULTANT and, upon any PARTY’s request, provide information regarding requests for proposals from consultants, consultant’s fee, contract timetable and payment schedule to the PARTIES. COUNTY, CVWD and CITIES shall have the opportunity to participate in decisions related to CONSULTANT’s services and the costs associated therewith.

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

\[ IC = ((\text{SHARED COSTS} + \text{Credits} - \text{Debits}) - \text{DISTRICT} - \text{CVWD}) \times \frac{\text{IP}}{\text{TP}} \]

Where,

"IC" means Individual Cost for COUNTY or CITIES
"DISTRICT" means DISTRICT Cost-Share Amount (set at 7%)
"CVWD" means CVWD Cost-Share Amount (set at 7%, adjusted to reflect performance of duties described by Section 4.B)
"IP" means COUNTY and CITIES’ Individual Populations, as further defined below
“TP” means the COUNTY and CITY PARTIES’ total population

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

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

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

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

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

6. Other Cost-Sharing Agreements. Nothing in this Agreement shall prevent a subset of fewer than all the PARTIES from agreeing with the DISTRICT to share the costs of other
municipal stormwater programs concerning such PARTIES. Such PARTIES shall agree among
themselves as to the cost-sharing formula for such programs.

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

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

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

payment by the withdrawing PARTY.

10. Removal of PARTY. As stated, COUNTY, CVWD and CITIES shall pay to

DISTRICT their share of SHAREDS COSTS within 60 calendar days of receipt of an invoice from

DISTRICT. Any PARTY which is more than ninety (90) calendar days delinquent in the payment

of any SHAREDS COSTS under this Agreement, or which is in material breach of any other

requirement applicable to that PARTY under this Agreement, shall be subject to removal as a

PARTY. The delinquent PARTY shall be notified in writing by the DISTRICT of its delinquent

status and shall be afforded an opportunity, not exceeding thirty (30) calendar days from the date of

the notice, to cure such status. In the event such PARTY fails or refuses to cure its delinquency, the

remaining PARTIES shall vote to remove the delinquent PARTY. If a majority of the PARTIES

(each PARTY having one co-equal vote) votes to remove the delinquent PARTY, it shall be

removed as a PARTY immediately upon the conclusion of such vote. The removed PARTY shall

pay, within thirty (30) calendar days of receipt of a final invoice from DISTRICT, all SHAREDS

COSTS such PARTY was obligated under this Agreement to pay for the then-current fiscal year, as

well as any funds owed for obligations incurred in previous fiscal years. Any unfilled obligations of

the removed PARTY under this Agreement shall survive its removal. No removed PARTY shall be

entitled to receive any refund of SHAREDS COSTS already paid under this Agreement, or any

benefit from the ongoing performance of this Agreement.

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

12. Amendments to the Agreement. Except to add a PARTY as provided in Section
7, this Agreement may be amended only by consent of all PARTIES. No amendment to this
Agreement shall be effective unless it is in writing and duly signed by the authorized representatives of all PARTIES.

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

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

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

16. **Severability.** 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.

17. **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.

18. **Applicability of Prior Agreements.** This Agreement and the exhibits attached hereto constitute the entire Agreement between the PARTIES with respect to the subject matter thereof; all prior agreements, representations, custom, usage, statements, negotiations and undertakings concerning implementation of the 2013 PERMIT, oral or written, are superseded
hereby, except to the extent that any PARTY shall still have an outstanding obligation under any such prior agreements.

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

20. Execution in Counterparts. This Agreement may be executed and delivered in any number of copies (counterparts) by the PARTIES. When each PARTY has signed and delivered at least one counterpart to the other PARTIES, 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.

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

22. Effective Date. This Agreement shall take effect on June 20, 2014 and shall become binding on the PARTIES upon the date that a duly authorized representative of that PARTY executes it. The PARTIES shall make all reasonable efforts to execute the Agreement prior to June 20, 2014.
IN WITNESS WHEREOF, each PARTY has executed this Agreement as of the date set forth below.

RECOMMENDED FOR APPROVAL:

By: WARREN D. WILLIAMS
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 6, 2014

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By: Aaron C. Gettis, Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk to the Board

COUNTY OF RIVERSIDE

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

Dated: MAY 6, 2014

ATTEST:

KECIA HARPER-IHEM
Clerk to the Board

By: Deputy
(SEAL)
APPROVED AS TO FORM:

By: Gerald D. Shoaf

GERALD D. SHOAF

COACHELLA VALLEY WATER DISTRICT

By: J.M. Barrett
General Manager

By: John Powell
President

Dated: 06/10/14
APPROVED AS TO FORM:

By: [Signature]
DAVID J. ALESHIRE
City Attorney

CITY OF BANNING

By: [Signature]
DEBORAH FRANKLIN
Mayor

ATTEST:

By: [Signature]
MARIE A. CALDERON
City Clerk

Dated: 6-26-14
APPROVED AS TO FORM:

By: [Signature]
City Attorney

ATTEST:

By: [Signature]
City Clerk

CITY OF CATHEDRAL CITY

By: [Signature]
Mayor

Dated: 10-27-2014
APPROVED AS TO FORM:

By: CARLOS CAMPOS
City Attorney

CITY OF COACHELLA

By: DAVID GARCIA
City Manager

ATTEST:

By: BEATRICE BARAJAS
City Clerk

Dated: October 8, 2014
APPROVED AS TO FORM:

By:  
Steve Quintanilla, City Attorney

ATTEST:

By:  
Jerryl Soriano, City Clerk

CITY OF DESERT HOT SPRINGS

By:  
Adam Sanchez, Mayor

Dated:  7/1/14
APPROVED AS TO FORM:

By: Stephen P. Deitsch
City Attorney

CITY OF INDIAN WELLS

By: [Signature]
Mayor

ATTEST:

By: [Signature]
Chief Clerk

Dated: June 19, 2014
APPROVED AS TO FORM:

By:  
City Attorney

ATTEST:

By:  
City Clerk

CITY OF INDIO

By:  
Mayor

Dated:  9/18/14
APPROVED AS TO FORM:

By: M. Katherine Jenson, City Attorney
City of La Quinta, California

ATTEST:

By: Susan Maysels
Susan Maysels, City Clerk
City of La Quinta, California

CITY OF LA QUINTA

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

Dated: June 18, 2014
APPROVED AS TO FORM:

By: DAVID J. ERWIN, City Attorney

CITY OF PALM DESERT

By: VAN G. TANNER, Mayor

ATTEST:

By: RACHELLE D. KLASSEN, City Clerk

Dated: May 8, 2014
APPROVED AS TO FORM:

By: [Signature]
City Attorney

ATTEST:

By: [Signature]
City Clerk

CITY OF PALM SPRINGS

By: [Signature]
City Manager

Dated: October 2, 2014

APPROVED BY CITY COUNCIL

9.17.14 A.d. Abbas
APPROVED AS TO FORM:

By: [Signature]
STEVE B. QUINTANILLA
City Attorney

CITY OF RANCHO MIRAGE

By: [Signature]
RICHARD W. KITE
Mayor

ATTEST:

By: [Signature]
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
juhley@rcflood.org

Coachella Valley Water District
Mr. Steve Bigley
PO Box 1058, Coachella, CA. 92236
760.398.2651 ext.2286, FAX 760.391.9637
sbigley@cvwd.org

City of Cathedral City
Mr. Bill Simons
68700 Avenida Lalo Guerrero,
Cathedral City, CA 92234
760.770.0360
bsimons@cathedralcity.gov

Riverside County
Mr. Steve Horn
Riverside County Executive Office
4080 Lemon St, Suite 400,
Riverside, CA. 92501
951.955.1100
schorn@rceo.org

City of Banning
Mr. Arturo Vela
99 East Ramsey St, PO Box 998
Banning, CA. 92220
951.922.3130, FAX 951.922.3141
avela@ci.banning.ca.us

City of Coachella
Ms. Berlinda Blackburn
1515 Sixth St, Coachella, CA. 92236
760.501.8114, FAX 760.398.1630
bblackburn@coachella.org
City of Desert Hot Springs
Mr. Daniel Porras
65950 Pierson Blvd,
Desert Hot Springs, CA. 92240
760.329.6411 ext.218
dporras@cityofdhs.org

City of Indio
Ms. Sara Toyoda
83-101 Ave. 45, Indio, CA. 92201
760.391.4149
stoyoda@indio.org

City of Palm Springs
Mr. Rick Minjares
3200 E. Tahquitz Cyn Way
Palm Springs, CA. 92263
760.323.8283
Rick.Minjares@palmspringsca.gov

City of Rancho Mirage
Mr. Leland Cole
69-825 Highway 111
Rancho Mirage, CA. 92270
760.770.3224, FAX 760.770.3261
lelandc@RanchoMirageCA.gov

City of Indian Wells
Mr. Bondie Baker
44-950 El Dorado Dr,
Indian Wells, CA. 92210
760.776.0237, FAX 760.346.0407
Bbaker@indianwells.com

City of La Quinta
Mr. Ed Wimmer
78495 Calle Tampico,
La Quinta, CA. 92247
760.777.7088, FAX 760.777.7155
cwimmer@la-quinta.org

City of Palm Desert
Ms. Christina Canales
73-510 Fred Waring Dr
Palm Desert, CA. 92260
760.346.0611, FAX 760.341.7098
ccanales@cityofpalmdesert.org