

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

310 B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
March 18, 2008

SUBJECT: NPDES Stormwater Discharge Permit – 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

RECOMMENDED MOTION:

Approve the Agreement and authorize the Chairman to sign the Agreement on behalf of the District.

BACKGROUND:

This Implementation Agreement sets forth the terms and conditions by which the County, District, CVWD and the Cities perform and/or execute certain activities and responsibilities prescribed in the NPDES MS4 Permit issued by the Colorado Regional Water Quality Control Board – Colorado River Basin Region (CRWQCB), pursuant to Order No. 01-077. A new permit and order will be issued on May 21, 2008, by the CRWQCB.

(continued)

ABC:cw
P8/118110

Steve Thomas
FOR **WARREN D. WILLIAMS**
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*
Alex Gann

County Executive Office Signature

Dep't
Recomm.:
Per Exec.
Ofc.:

Policy
☐

Consent
☐

Policy
☒

Consent
☐

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT
On motion of Supervisor Buster, seconded by Supervisor Tavaglione and duly carried,
IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Wilson and Ashley
Nays: None
Absent: None
Date: March 18, 2008
xc: Flood

Nancy Romero
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. Ref.: 3.17 of 2/26/2008 | District: 4th & 5th | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

11.2

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

AGREEMENT

National Pollutant Discharge Elimination System
Stormwater Discharge Permit
Implementation Agreement
(California Regional Water Quality Control Board -
Colorado River Basin Region)

This Agreement, entered into by 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),
establishes the responsibilities of each party concerning compliance with the National Pollutant
Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit
(NPDES Permit) issued by the California Regional Water Quality Control Board - Colorado River
Basin Region (CRWQCB-CRB) pursuant to Order No. 01-077.

RECITALS

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

B. WHEREAS, Section 402(p) of the CWA requires certain operators of MS4s,
industrial facilities and persons conducting certain construction activities to obtain NPDES Permits
before discharging stormwater into navigable waters; and

C. WHEREAS, Section 402(p) further requires the Federal Environmental
Protection Agency (EPA) to promulgate regulations for NPDES Permit applications; and

D. WHEREAS, EPA promulgated such regulations and adopted them in November
1990; and

E. WHEREAS, pursuant to the CWA, EPA has delegated authority to the California
State Water Resources Control Board (SWRCB) to administer the NPDES Permit process within the
State; and

F. WHEREAS, SWRCB has in turn delegated its NPDES permitting authority to

1 the Regional Water Quality Control Boards to administer the NPDES Permit process within the
2 boundaries of their respective regions; and

3 G. WHEREAS, DISTRICT and CVWD are authorized to provide for the control of
4 flood and stormwaters within their respective jurisdictions and are empowered to investigate,
5 examine, measure, analyze, study and inspect matters pertaining to flood and stormwaters; and

6 H. WHEREAS, on March 9, 2006, DISTRICT, COUNTY, CVWD and CITIES
7 reapplied for an area-wide NPDES Permit in accordance with the current NPDES Permit (Order No.
8 01-077, NPDES No. CAS617002) which expired on September 5, 2006; and

9 I. WHEREAS, it is anticipated that CRWQCB-CRB will issue a new NPDES
10 Permit to DISTRICT, COUNTY, CVWD and CITIES on May 21, 2008 pursuant to Section 402(p)
11 of the CWA; and

12 J. WHEREAS, the NPDES Permit designates DISTRICT and COUNTY as
13 Principal Permittees and DISTRICT, COUNTY, CVWD and CITIES as Permittees; and

14 K. WHEREAS, DISTRICT, COUNTY, CVWD and CITIES are to perform and/or
15 execute certain activities and responsibilities prescribed in the NPDES Permit; and

16 L. WHEREAS, DISTRICT and COUNTY, as PRINCIPAL PERMITTEES, are
17 willing to undertake certain activities in order to facilitate implementation of the NPDES Permit
18 requirements; and

19 M. WHEREAS, cooperation between DISTRICT, COUNTY, CVWD and CITIES in
20 the administration and implementation of the NPDES Permit and resulting programs and actions is in
21 the best interest of all parties; and

22 N. WHEREAS, DISTRICT established the Whitewater Watershed Benefit
23 Assessment Area (BENEFIT ASSESSMENT) pursuant to DISTRICT Ordinance No. 14 on May 14,
24 1991 to offset DISTRICT's program and administrative costs associated with the development,
25 implementation and management of the Federally mandated NPDES program and DISTRICT is
26 willing to utilize BENEFIT ASSESSMENT funds to support DISTRICT's role as PRINCIPAL
27 PERMITTEE and to support regional program costs to the extent BENEFIT ASSESSMENT funds
28

1 are available.

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

3 1. NPDES Permit. A true and correct copy of the existing NPDES Permit issued to
4 DISTRICT, COUNTY, CVWD and CITIES by CRWQCB-CRB pursuant to Order No. 01-077 is
5 attached to this Agreement as Exhibit A and is hereby incorporated by reference in its entirety and
6 made a part of this Agreement. Order No. 01-077 will be replaced in 2008 with a new NPDES
7 Permit pursuant to Order No. R7-2008-0001. This Agreement shall also apply to Order No. R7-
8 2008-0001, the contents of which shall be incorporated by reference in its entirety and made a part of
9 this Agreement once Order No. R7-2008-0001 is finally adopted by CRWQCB-CRB. Order Nos.
10 01-077 and R7-2008-0001 shall each be known as "the NPDES Permit" for the purpose of
11 interpreting this Agreement.

12 2. Incorporation of Federal and State Laws. All applicable Federal and State laws
13 and regulations in effect at the time of issuance of the NPDES Permit, as then written, and as they
14 may be amended during the term of this Agreement, shall govern in the event they conflict with any
15 provision of this Agreement.

16 3. Delegation of Responsibilities. The responsibilities of each of the parties to this
17 agreement shall be as follows:

18 A. Public Education Program. DISTRICT shall conduct public education
19 activities on a regional basis that focus on reducing non-point source
20 pollution within the NPDES Permit area. DISTRICT shall be reimbursed
21 for its costs by COUNTY, CVWD and CITIES in accordance with the cost
22 sharing provisions set forth in Section 4 of this Agreement.

23 B. Monitoring Program. DISTRICT and CVWD shall perform or coordinate
24 sampling of surface water and urban runoff in accordance with the
25 provisions of the NPDES Permit Monitoring and Reporting Program
26 contained therein. The location of the sampling sites (Sites) shall be
27 determined by DISTRICT and CVWD, subject to approval by CRWQCB-
28

1 CRB. More specifically:

- 2 1. DISTRICT and CVWD shall perform such sampling for all Sites
3 located within the respective limits of their jurisdictions.
4 DISTRICT and CVWD may implement alternative approaches to
5 sample collection, including use of consultants, reassigning Sites
6 between the agencies, or other alternative approaches that may
7 ensure improved permit compliance. Said alternative approaches
8 may be implemented upon the mutual agreement of CVWD and
9 DISTRICT.
10 2. DISTRICT shall reimburse CVWD for all of its costs associated
11 with sample collection and laboratory analysis.
12 3. DISTRICT shall be reimbursed by CVWD, COUNTY and CITIES
13 for implementation of the NPDES Permit Monitoring and
14 Reporting Program in accordance with the cost sharing provisions
15 set forth in Section 4 of this Agreement.

16 C. Consultant's Services and Cooperative Agreements. In the event
17 DISTRICT requires the services of an agency, consultant or consultants to
18 implement NPDES program requirements, prepare manuals, develop
19 programs or perform studies relevant to the entire permitted area pursuant
20 to this Agreement, the cost of said consultant services shall be shared by
21 DISTRICT, COUNTY, CVWD and CITIES in accordance with the cost
22 sharing provisions set forth in Section 4 of this Agreement. COUNTY,
23 CVWD and CITIES shall be notified in writing of DISTRICT's request for
24 proposals from consultants, selection of a consultant, consultant's fee,
25 contract timetable and payment schedule, and be allowed the opportunity
26 to participate in decisions related to consultant's services
27

28 D. Principal Permittee Duties. DISTRICT shall coordinate, implement and,

1 when required, contribute to regional NPDES Permit compliance
2 activities; establish and update a uniform data submittal format; prepare
3 annual reports; forward information received from CRWQCB-CRB to
4 COUNTY, CVWD and CITIES; inform COUNTY, CVWD and CITIES
5 of State and Federal regulations pertaining to the MS4; and chair Desert
6 Task Force meetings. DISTRICT shall be reimbursed for said duties by
7 COUNTY, CVWD and CITIES in accordance with Section 4. Cost
8 Sharing of this Agreement.

9 E. Desert Task Force. Each Permittee shall designate staff representatives to
10 the Desert Task Force in writing to DISTRICT. The Desert Task Force
11 shall be responsible for coordinating regional NPDES Permit and
12 Monitoring and Reporting Program compliance activities, including
13 related communications with CRWQCB-CRB, updates to this
14 Implementation Agreement and compliance with Total Maximum Daily
15 Loads (TMDLs), and other compliance orders issued by CRWQCB-CRB
16 affecting the MS4 Permit, NPDES MS4 Monitoring and Reporting
17 Program and/or the Whitewater River Watershed Municipal Stormwater
18 Program Stormwater Management Plan. In addition, the Desert Task
19 Force, or sub-committees thereof, shall be the forum for distribution,
20 discussion and decision-making of items related to agreements and
21 consultant selection related to regional compliance with the NPDES
22 Permit.

23 F. Regulation and Enforcement. COUNTY and CITIES shall be responsible
24 for the adoption and enforcement of their ordinances and regulations
25 within their respective jurisdictions to ensure compliance with the NPDES
26 Permit. This includes the exercise of land use controls, the exercise of
27 police powers and the enforcement of ordinances that COUNTY or
28

1 CITIES presently have adopted or will adopt in the future, provided,
2 however, nothing in this Agreement shall be construed as requiring
3 COUNTY or CITIES to exercise such powers, controls or authorities in
4 any particular manner.

5 G. Inspection of MS4 facilities (consisting primarily of storm sewer pipe and
6 channel infrastructure). DISTRICT, COUNTY, CVWD and CITIES shall
7 perform reconnaissance surveys of their MS4 facilities as required by the
8 NPDES Permit. Any wet weather or dry weather sampling or field
9 screening for the reconnaissance surveys shall be the responsibility of
10 COUNTY or CITIES, depending on where the discharge originates. Each
11 Permittee shall be responsible for maintaining any records, tables or other
12 data that are needed to support the reporting of the survey results to
13 CRWQCB-CRB.

14 H. Submittals to CRWQCB-CRB. DISTRICT shall coordinate and submit
15 all required reports and information related to the regional compliance
16 program to CRWQCB-CRB. COUNTY, CVWD and CITIES shall
17 maintain sufficiently adequate records, information and/or data concerning
18 their program development and implementation activities to enable
19 DISTRICT to provide all required reports and submittals in a timely
20 manner. COUNTY, CVWD and CITIES shall produce or supply such
21 records, information and/or data in a reasonable manner upon request of
22 CRWQCB-CRB or DISTRICT. DISTRICT shall also keep adequate
23 records, information and/or data concerning its program development and
24 implementation activities and produce or supply same in a reasonable
25 manner upon request of CRWQCB-CRB.

26 I. Best Management Practices (BMPs) and Programs. Unless otherwise
27 specified in this Agreement, DISTRICT, COUNTY, CVWD and CITIES
28

1 shall be responsible for implementing each of the BMPs and/or other
2 programs and activities required by the NPDES Permit in accordance with
3 their authority.

4 4. Cost Sharing. Costs for services to be performed in accordance with Sections
5 3.A., 3.B., 3.C. and 3.D. of this Agreement shall be shared in accordance with the following formula:

$$6 \quad IC = (TC - DISTRICT - CVWD) \times (IP/TP)$$

7 Where,

8 IC = Individual Cost

9 TC = Total Cost

10 DISTRICT = DISTRICT Cost-Shared Amount

11 CVWD = CVWD Cost-Shared Amount

12 IP = Individual Population

13 TP = Total Population

14 The Total Cost (TC) shall be determined based on the following formula

$$15 \quad TC = \text{Shared Costs} + \text{Credits} - \text{Debits}$$

16 Where,

17 Shared Costs = Estimation of upcoming fiscal year's cost for services to
18 be performed in accordance with Sections 3.A., 3.B., 3.C. and 3.D
19 of this Agreement.

20 Credits = Portion of estimated Shared Costs for the previous fiscal year
21 that were not expended.

22 Debits = Portion of actual Shared Costs which exceeded estimated Shared
23 Costs for the previous fiscal year.

24 DISTRICT's share shall be 7% of the Total Cost.

25 CVWD's share shall be 7% of the Total Cost.

26 The population of CITIES shall be based on the latest California State Department of
27 Finance population figures issued in May of each year. COUNTY population shall be based on the
28 most current Tax Rate Area (TRA) information best fitting the NPDES Permit area.

1 If DISTRICT's compliance costs for administering and complying with the NPDES
2 MS4 Permit and this agreement are less than available BENEFIT ASSESSMENT Revenues for that
3 fiscal year and DISTRICT's BENEFIT ASSESSMENT fund has sufficient reserves, DISTRICT may
4 opt to use the excess BENEFIT ASSESSMENT revenues to offset the compliance costs for the
5 portions of COUNTY and CITIES of BANNING, DESERT HOT SPRINGS, PALM SPRINGS and
6 CATHEDRAL CITY within the BENEFIT ASSESSMENT based on each aforementioned party's
7 population within the BENEFIT ASSESSMENT AREA. Population shall be based on the most
8 current TRA and/or California Department of Finance information best fitting the BENEFIT
9 ASSESSMENT boundary.

10 5. Term of the Agreement. The term of this Agreement shall commence on the date
11 the last duly authorized representative of DISTRICT, COUNTY, CVWD or CITIES executes it. The
12 Agreement shall remain in effect until the date that CRWQCB-CRB issues a new NPDES Permit,
13 unless each of the parties withdraws sooner in accordance with the provisions of this Agreement.

14 6. Additional Parties. Any public agency (Agency) which incorporates after the
15 date of issuance of the NPDES Permit and/or after the date of execution of this Agreement may file a
16 written request with Principal Permittees asking to be added as a party. Upon receipt of such a
17 request, Principal Permittees shall solicit the approval or denial of each Permittee. If a majority of
18 the Permittees, each having one, co-equal vote, approves the addition of the Agency, the Principal
19 Permittees shall ask CRWQCB-CRB to add the Agency to the NPDES Permit as an additional
20 Permittee. Once the Agency is made an additional Permittee to the NPDES Permit, this Agreement
21 shall be amended to reflect the addition, and the Agency shall, thereafter, comply with all provisions
22 of the NPDES Permit and this Agreement. Upon execution of the amended Agreement, the Agency
23 shall be responsible for the shared costs in accordance with Section 4 of this Agreement for the
24 current and any subsequent fiscal year.

25 7. Withdrawal from the Agreement. Any party may withdraw from this Agreement
26 60 days after giving written notice to the Principal Permittees and CRWQCB-CRB. The
27 withdrawing party shall agree in such notice to file for a separate NPDES Permit and to comply with
28

1 all of the requirements established by CRWQCB-CRB. Withdrawal from the Agreement shall
2 constitute forfeiture by the withdrawing party of its share of any costs paid as described in Section 4.
3 Cost Sharing, of this Agreement and is conditioned on the payment of all costs accrued in accordance
4 with Section 4. Cost Sharing. The withdrawing party shall be responsible for all lawfully assessed
5 penalties as a consequence of its withdrawal. The cost allocations to the remaining parties shall be
6 recalculated in the following fiscal year, in accordance with Section 4. Cost Sharing.

7 8. Non-compliance with Permit Requirements. Any party found to be in non-
8 compliance with the conditions of the NPDES Permit shall be solely liable for any lawfully assessed
9 penalties resulting from such non-compliance. Common or joint penalties shall be calculated and
10 allocated among the responsible parties as determined by the CRWQCB-CRB and any related
11 proceedings and according to the formula outlined in Section 4 of this Agreement.

12 9. Amendments to the Agreement. Except as provided in Section 6, this Agreement
13 may be amended only by consent of all parties to the Agreement. No amendment to this Agreement
14 shall be effective unless it is in writing and duly signed by the authorized representatives of all
15 parties to the Agreement.

16 10. Authorized Signatories. The General Manager-Chief Engineer of DISTRICT,
17 General Manager-Chief Engineer of CVWD, the Executive Officer of COUNTY and the City
18 Managers of CITIES (or their designees) are authorized to execute this Agreement and all
19 amendments hereto, to take all other procedural steps necessary to carry out the terms of this
20 Agreement and to file for and obtain an NPDES Permit(s) or amendments thereto.

21 11. Notices. All notices shall be deemed duly given when delivered to the designated
22 Desert Task Force representative by hand; or three (3) days after deposit in the U.S. Mail, postage
23 prepaid.

24 12. Governing Law. This Agreement shall be governed and construed in accordance
25 with the laws of the State of California. If any provision or provisions of this Agreement shall be
26 held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining
27 provisions shall not in any way be affected or impaired hereby.
28

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

5 14. Applicability of Prior Agreements. This Agreement and the exhibits attached
6 hereto constitute the entire Agreement between the parties with respect to the subject matter; all prior
7 agreements, representations, statements, negotiations and undertakings concerning the NPDES
8 Permit within the limits of CRWQCB-CRB's jurisdictional area are superseded hereby.

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

14 //

15 //

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date, the last duly authorized representative executed it. This Agreement will only become effective when fully executed by each of the parties hereto.

RECOMMENDED FOR APPROVAL:

By _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Dated: FEB 26 2008

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

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

APPROVED AS TO FORM:

JOE RANK
County Counsel

By David H. K. Huff
David H. K. Huff, Deputy

Dated: 2/15/08

ATTEST:

NANCY ROMERO
Clerk to the Board

By Tamara Schumann
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

By Larry Parrish
LARRY PARRISH
County Executive Officer

Dated: FEB 26 2008

COUNTY OF RIVERSIDE

By Roy Wilson
Roy Wilson, Chairman
Board of Supervisors, County of Riverside
Supervisor, Fourth District

ATTEST:

NANCY ROMERO
Clerk to the Board

By Tamara Schumann
Deputy

(SEAL)

1 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of
2 the date the last duly authorized representative executed it. This Agreement will only become
3 effective when fully executed by each of the parties hereto.

4 RECOMMENDED FOR APPROVAL:

5 By Steve Thomas
6 ~~FOR~~ WARREN D. WILLIAMS
7 General Manager-Chief Engineer

8 Dated: 03-05-08

10 APPROVED AS TO FORM:

11 JOE RANK
12 County Counsel

13 By David H. K. Huff
14 David H. K. Huff, Deputy

15 Dated: 3/11/08

17 RECOMMENDED FOR APPROVAL:

18 By _____
19 LARRY PARRISH
20 County Executive Officer

21 Dated: _____

22 ATTEST:

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

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

ATTEST:

NANCY ROMERO
Clerk to the Board

By Nancy Romero
Deputy

(SEAL)

COUNTY OF RIVERSIDE.

By Roy Wilson
ROY WILSON, Chairman
Board of Supervisors, County of Riverside

NANCY ROMERO
Clerk to the Board

By Nancy Romero
Deputy

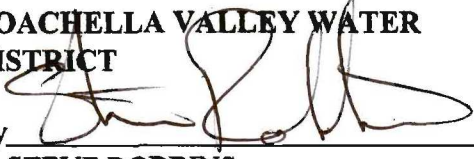
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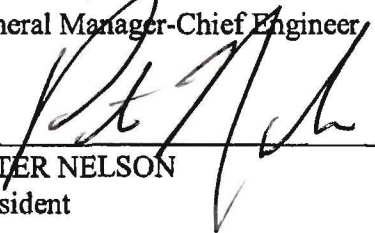
27 JEU:cw
28 P8/117865
02/08/08

APPROVED AS TO FORM:

By 

**COACHELLA VALLEY WATER
DISTRICT**

By 
STEVE ROBBINS
General Manager-Chief Engineer

By 
PETER NELSON
President

Dated: 7/27/08

APPROVED AS TO FORM:

By 
City Attorney

CITY OF BANNING

By 
Mayor

ATTEST:

By 
City Clerk

Dated: 5-19-08

APPROVED AS TO FORM:

CITY OF CATHEDRAL CITY

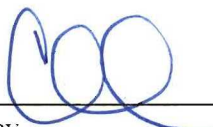
By 
City Attorney

By 
Mayor

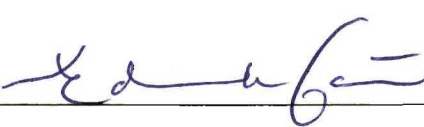
ATTEST:

By  Dated: 5-14-08
City Clerk

APPROVED AS TO FORM:

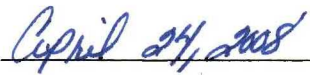
By _____
City Attorney

CITY OF COACHELLA

By _____
Mayor

ATTEST:

By _____
City Clerk

Dated: _____

APPROVED AS TO FORM:

By Rubei Duma
City Attorney

ATTEST:

By Olivia Reed
Interim City Clerk

CITY OF DESERT HOT SPRINGS

By Yvonne Parks
Mayor

Dated: 9/17/08

APPROVED AS TO FORM:

CITY OF INDIAN WELLS

By Stephen P. Denton
City Attorney


By Mary J. Roche
Mayor

ATTEST:

By [Signature] Chief Deputy
City Clerk

Dated: April 3, 2008

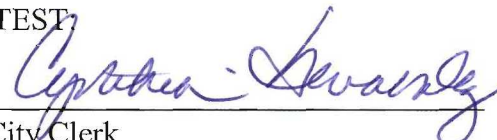
APPROVED AS TO FORM:

By 
City Attorney

CITY OF INDIO

By 
Mayor

ATTEST:

By 
City Clerk

Dated: 4/10/08

APPROVED AS TO FORM:

CITY OF LA QUINTA


By 
City Attorney

By 
Mayor

ATTEST:
By 
City Clerk

Dated: May 22, 2008

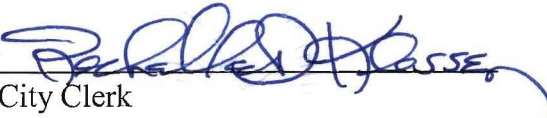
APPROVED AS TO FORM:

By 
City Attorney

CITY OF PALM DESERT

By 
Mayor

ATTEST:

By 
City Clerk

Dated: 5-2-08

APPROVED AS TO FORM:

By

City Attorney

CITY OF PALM SPRINGS

By

City Manager

ATTEST:

By


City Clerk

Dated:

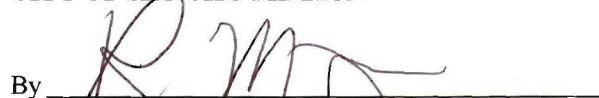
APPROVED BY CITY COUNCIL

3.6.08 26 ASB24

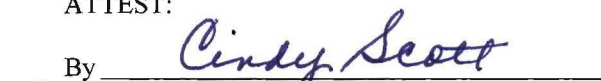
APPROVED AS TO FORM:

By 
City Attorney, Steve Quintanilla

CITY OF RANCHO MIRAGE

By 
Mayor, Ron Meepos

ATTEST:

By 
for City Clerk, Elena Keeran

Dated: 5/9/08