

**STATE OF CALIFORNIA
CALIFORNIA REGIONAL WATER QUALITY CONTROL
BOARD SANTA ANA REGION**

In the Matter of:

Western Riverside County Regional)
Wastewater Authority)
14205 Meridian Parkway)
Riverside, CA 92518)
Attn: Jeffrey D. Sims, Administrator)

ORDER No. R8-2016-0004

**SETTLEMENT AGREEMENT AND
STIPULATIONS FOR ENTRY OF
MANDATORY MINIMUM PENALTIES
(STIPULATED ORDER)**

This Settlement Agreement and Stipulation for Entry of Mandatory Minimum Penalties ("Order" or "Stipulated Order") is entered into by and between the Division Chief of the California Regional Water Quality Control Board, Santa Ana Region ("Regional Water Board"), on behalf of the Regional Water Board Prosecution Team ("Prosecution Team") and the Western Riverside County Regional Wastewater Authority (the "Respondent") (collectively "Parties"), and is presented by the Prosecution Team and the Respondent to the Regional Water Board, or its delegee, for adoption as an Order by settlement, pursuant to Government Code section 11415.60.

SECTION 1: RECITALS

Background

1. The Respondent owns the Western Riverside County Regional Water Reclamation Plant ("RWRP"), which is a tertiary treatment facility that treats up to 8 million gallons per day and serves the cities of Norco and Corona, and the Jurupa Communities Services District, Home Gardens Sanitary District, and Western Municipal Water District. Treated municipal wastewater is discharged into the Santa Ana River, Reach 3, a water of the United States.
2. On 18 July 2008, the Regional Water Board adopted Waste Discharge and Producer/User Reclamation Requirements ("WDRs"), Order No. R8-2008-0005, NPDES No. CA8000316, for the Respondent for the discharge of wastewater from its RWRP.
3. Self-Monitoring reports, submitted by the Respondent for the RWRP, show a total of 22 reported effluent limit violations of total coliform and turbidity during the period of July 2013 through June 2015, 19 of which are subject to Mandatory Minimum Penalties (MMPs) pursuant to California Water Code section 13385 subdivision (i). The violations are summarized in Attachment A of this Order.

Legal Authority

4. California Water Code section 13385 subdivision (i) requires assessment of mandatory minimum penalties and states, in relevant part, the following:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each violation whenever the person does any of the following four or more times in any period of six consecutive months, except that the requirement to assess the mandatory minimum penalty shall not be applicable to the first three violations:

- a) Violates a waste discharge requirement effluent limitation.
 - b) Fails to file a report pursuant to Section 13260.
 - c) Files an incomplete report pursuant to Section 13260.
 - d) Violates a toxicity effluent limitation contained in the applicable waste discharge requirements where the waste discharge requirements do not contain pollutant-specific effluent limitations for toxic pollutants.
5. WDRs No. Order R8-2008-0005 Effluent Limitations IV.A (e)(1)(c) sets the turbidity of the filtered effluent not to exceed 10 NTU at any time.
6. WDRs Order No. R8-2008-0005 Effluent Limitations IV.A (e)(2) sets the following limits for disinfected effluent:
- a. The weekly average concentration of total coliform bacteria shall not exceed a Most Probable Number (MPN) of 2.2 total coliform bacteria per 100 milliliters (ml).
 - b. The number of total coliform bacteria shall not exceed an MPN of 23 total coliform bacteria per 100 ml in more than one sample in any 30-day period.
 - c. No total coliform bacteria sample shall exceed an MPN of 240 total coliform bacteria per 100 ml.
7. California Water Code section 13385 subdivision (l) states:
- a. In lieu of assessing penalties pursuant to subdivision (h) or (i), the state board or the regional board, with the concurrence of the discharger, may direct a portion of the penalty amount to be expended on a supplemental environmental project in accordance with the enforcement policy of the state board. If the penalty amount exceeds fifteen thousand dollars (\$15,000), the portion of the penalty amount that may be directed to be expended on a supplemental environmental project may not exceed fifteen thousand dollars (\$15,000) plus 50 percent of the penalty amount that exceeds fifteen thousand dollars (\$15,000).
 - b. For the purposes of this section, a "supplemental environmental project" means an environmentally beneficial project that a person agrees to undertake, with the approval of the regional board, that would not be undertaken in the absence of an enforcement action under this section.

- c. This subdivision applies to the imposition of penalties pursuant to subdivision (h) or (i) on or after January 1, 2003, without regard to the date on which the violation occurs.

Alleged Violations

8. The Respondent is alleged to have violated Order No. R8-2008-0005 and the California Water Code by discharging wastewater with constituents in excess of permit limitations to waters of the United States. These violations are subject to mandatory minimum penalties.
9. According to the Respondent's self-monitoring reports, the Respondent committed the following violations for the effluent limitations described above: one in July 2013, one in October 2013, one in December 2013, one in August 2014, one in September 2014, three in November 2014, five in December 2014, three in January 2015, three in May 2015, and three in June 2015.
10. Of those violations, 19 are subject to mandatory minimum penalties under Water Code section 13385 subdivision (i).

Accordingly, the **total mandatory minimum penalty is fifty-seven thousand dollars (\$57,000) (19 x \$3,000 = \$57,000).**

Settlement

11. This settlement only resolves the 19 violations listed in Attachment A that are subject to mandatory minimum penalties.
12. The Parties have engaged in settlement negotiations and agree to fully settle the matter without administrative or civil litigation and by presenting this Stipulated Order to the Regional Water Board's Executive Officer for adoption as an Order by settlement, pursuant to Government Code section 11415.60. The Prosecution Staff believes that no further action is warranted concerning the 19 violations subject to mandatory minimum penalties for violations listed in Attachment A, except as provided in this Stipulated Order, and that this Stipulated Order is in the best interest of the public.
13. To resolve by consent and without further administrative proceedings, the Parties have agreed to the imposition of **fifty-seven thousand dollars (\$57,000)** in mandatory minimum penalties against the Respondent for alleged violations of the California Water Code and Order No. R8-2008-0005, as set forth in Attachment A. The Respondent shall pay **twenty-eight thousand five hundred dollars (\$28,500)** in penalties to the Riverside-Corona Resource Conservation District ("RCRCD" or SEP Proponent) to support a Supplemental Environmental Project ("SEP") called the "Lower Tequesquite Creek Aquatic Habitat Management Project" no later than 30

days following the execution of this Stipulated Order. The SEP outlined in Attachment B shall be incorporated into this Stipulated Order and satisfies the provisions of the State Water Resources Control Board Policy on Supplemental Environmental Projects. The remaining **twenty-eight thousand five hundred dollars (\$28,500)** shall be paid to the State Water Resources Control Board Cleanup and Abatement Account.

SECTION II: STIPULATIONS

The Parties incorporate Paragraphs 1 through 13 by this reference, as if set forth fully herein, and stipulate to the entry of this Order as set forth below, and recommend that the Regional Water Board issue this Stipulated Order to effectuate the settlement:

14. This Stipulated Order is entered into by the Parties to resolve by consent and without further administrative proceedings 19 alleged violations of Order No. R8-2008-0005 as set forth in Attachment A.
15. **Mandatory Minimum Penalty:** Within thirty (30) days of adoption of this Stipulated Order, Respondent shall remit, by check, **twenty-eight thousand five hundred dollars (\$28,500)** payable to the *State Water Resources Control Board Cleanup and Abatement Account*, to the following address ("*Order No. R8-2016-0004*" shall be indicated on the check):

State Water Resources Control Board
Division of Administrative Services
ATTN: Accounting
1001 "I" Street, 18th Floor
Sacramento, California 95814

A copy of the check shall also be mailed to the following address:

Najah Amin
Santa Ana Regional Water Quality Control Board
3737 Main Street, Suite 500
Riverside, CA 92501-3348

16. **Supplemental Environmental Project:** The Respondent shall pay **twenty-eight thousand five hundred dollars (\$28,500)** to RCRCDD, for the SEP project. This is the suspended liability payment and is also due within 30 days of adoption of this Order. A check in that amount, made payable to the Riverside-Corona Resource Conservation District, shall be mailed to the Regional Water Board office at:

Najah Amin
Santa Ana Regional Water Quality Control Board
3737 Main Street, Suite 500
Riverside, CA 92501-3348

- a. The suspended liability shall be deemed satisfied once the Respondent funds the SEP project and the project is completed by the SEP Proponent in accordance with the schedule proposed in the SEP Proposal (Attachment B). The Respondent shall ensure that the SEP allocation of **twenty-eight thousand five hundred dollars (\$28,500)** is used as per the proposed budget in accordance with the schedule included in Attachment B of this Order.
 - b. **Description of the SEP:** See Attachment B.
 - b. **Deliverable Products from SEP:** See Attachment B.
 - c. **Budget and Milestones:** See Attachment B.
17. **Waiver of Hearing:** Respondent has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the Regional Water Board prior to the adoption of the Stipulated Order.
18. **Jurisdiction:** The Parties agree that the Regional Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Stipulated Order.
19. **Scope of Order:** Upon adoption by the Regional Water Board's Executive Officer, this Stipulated Order represents a final and binding resolution and settlement of all claims, violations, or causes of action alleged in this Order or which could have been asserted on the 19 violations that are subject to mandatory minimum penalties alleged in Attachment A or this Stipulated Order against the Respondent as of the effective date of this Stipulated Order. The provisions of this Paragraph are expressly conditioned on the Respondent's full payment of the administrative civil liability by the specified deadlines.
20. **Timely Payment:** Failure to make timely payment of the twenty-eight thousand five hundred dollars (\$28,500) in Paragraph 15 to the State Water Resources Control Board within thirty (30) days of the adoption of this Order shall cancel the SEP provisions for suspended penalty and that suspended penalty amount will be immediately due and payable.
21. **Denial of Liability:** Neither this Stipulated Order, nor any payment pursuant to the Order, shall constitute evidence of, or be construed as, a finding, adjudication, or acknowledgement of any fact, law, or liability, nor shall it be construed as an admission of violation of any law, rule, or regulation. However, this Order and/or any actions of payment pursuant to the Order may constitute evidence in actions seeking compliance with this Order. This Order may be used as evidence of a prior enforcement action in future actions by the Regional Water Board, against the Respondent.
22. **Covenant not to Sue:** Upon the effective date of this Stipulated Order, the Respondent shall and does release, discharge, and covenant not to sue or

pursue any civil or administrative claims against the Regional Water Board, including its officers, agents, directors, employees, contractors, subcontractors, attorneys, representatives, predecessors-in-interest, and successors and assigns for any and all claims or causes of action, of every kind and nature whatsoever, in law and equity, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, which arise out of or are related to this action.

23. **Public Notice:** The Parties agree that the proposed Stipulated Order, as signed by the Parties, will be noticed for a 30-day public comment period prior to being presented to the Regional Water Board, or its delegee, for adoption. In the event objections are raised during the public review and comment period, the Regional Water Board, or its delegee, may, under certain circumstances, require a public hearing regarding the Stipulation and Order. In that event, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the proposed Order as necessary or advisable under the circumstances. Except in such event, the Respondent agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.
24. **Procedure:** The Parties agree that the procedure that has been adopted for the approval of the settlement by the Parties and review by the public, as reflected in this Order, will be adequate. In the event procedural objections are raised prior to this Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.
25. **Waivers:** In the event that this Stipulated Order does not take effect because it is not approved by the Regional Water Board's Executive Officer, or is vacated in whole or in part by the State Water Resources Control Board or a court, the Parties acknowledge that the Prosecution Staff may proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liability for the underlying alleged violations, or may continue to pursue settlement. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in any subsequent administrative or judicial proceeding or hearing. The Parties also agree to waive any and all objections related to their efforts to settle this matter, including, but not limited to:
 - a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors and any other objections to the extent that they are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions, and therefore may have formed impressions or conclusions, prior to conducting any contested evidentiary hearing in this matter; or
 - b. Laches or delay or other equitable defenses based on the time period that the order or decision by settlement may be subject to administrative or judicial review.

26. **Appeals:** The Respondent hereby waives its right to appeal this Stipulated Order to a California Superior Court and/or any California appellate level court.
27. **Effect of Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the Prosecution Staff or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.
28. **Water Boards not Liable:** Neither the Regional Water Board members nor the Regional Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from the negligent or intentional acts or omissions by the Respondent or its respective directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Order, nor shall the Regional Water Board, its members, or staff be held as parties to or guarantors of any contract entered into by Respondent, or its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Order.
29. **No Waiver of Right to Enforce:** The failure of the Prosecution Staff or Regional Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of this Stipulated Order. The failure of the Prosecution Staff or Regional Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order. No oral advice, guidance, suggestions or comments by employees or officials of any Party regarding matters covered under this Stipulated Order shall be construed to relieve any Party regarding matters covered in this Stipulated Order. This Order relates only to the mandatory minimum penalty for 19 violations out of 22 that were listed in Attachment A of this Order. The Regional Water Board reserves all rights to take additional enforcement actions, including without limitation the issuance of administrative civil liability complaints or orders for violations other than those addressed by this Order.
30. **Regulatory Changes:** Nothing in this Stipulated Order shall excuse Respondent from meeting any more stringent requirements which may be imposed hereafter by changes in applicable and legally binding legislation or regulations.
31. **Authority to Enter Stipulated Order:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Order on behalf of and to bind the entity on whose behalf he or she executes the Order.
32. **Integration:** This Stipulated Order constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for in this Stipulated Order.
33. **Modification:** This Order shall not be modified by any of the Parties by oral representation whether made before or after the execution of this Order. All

modifications must be made in writing and approved by Respondent and the Regional Water Board or its Executive Officer.

34. **Interpretation:** This Stipulated Order shall not be construed against the party preparing it, but shall be construed as if the Parties jointly prepared it and any uncertainty and ambiguity shall not be interpreted against any one party.
35. **Third Party Claims:** Nothing in this Order shall be deemed to create any rights in favor of, or to inure to the benefit of, any third party or parties, or to waive or release any defense or limitation against third party claims.
36. **Extensions:** The Executive Officer may extend any of the due dates in this Order upon the joint request of the Parties. Such extensions must be in writing.
37. **Effective Date:** The effective date of this Order shall be the date on which it is adopted by the Executive Officer.
38. **Disputes:** In the event of a dispute, the Respondent shall file a "Notice of Dispute" with the Executive Officer or the Executive Officer's Designee within ten (10) days of discovery of the problem. The Regional Water Board and Respondent shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the Regional Water Board and the Respondent are unable to resolve the dispute, the decision of the Executive Officer or the Executive Officer Designee shall be final, unless appealed to a court of competent jurisdiction.
39. **Counterpart Signatures:** This Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document.
40. **Incorporated Attachments:** Attachment "A", Attachment "B", "Attachment C", and "Attachment D", are incorporated by reference.

IT IS SO STIPULATED¹:



Hope A. Smythe, Division Chief
For the Regional Water Board Prosecution Team

2/29/16
Date



Jeffrey D. Sims, Administrator
For WRCRWA

2-17-16
Date



Alfred B. Bonnett, District President
For Resource Conservation District

12/15/15
Date

¹ The final version of this document may include more than one page with the same page number to accommodate the various executing signatures.

HAVING CONSIDERED THE PARTIES' STIPULATIONS, THE SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD, BY AND THROUGH ITS EXECUTIVE OFFICER, FINDS THAT:

41. Issuance of this Stipulated Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code section 21000 et seq.), in accordance with sections 15061(b)(3) and 15321(a)(2), of Title 14 of the California Code of Regulations.
42. The foregoing Stipulation is fully incorporated herein and made part of this Order.

PURSUANT TO SECTION 13385 OF THE CALIFORNIA WATER CODE AND SECTION 11415.60 OF THE CALIFORNIA GOVERNMENT CODE, THE EXECUTIVE OFFICER **HEREBY ADOPTS THIS ORDER.**

Kurt V. Berchtold

Kurt V. Berchtold
Executive Officer
Santa Ana Regional Water Quality Control Board

4/4/16
Date

ATTACHMENT A

Effluent Limit Violations of NPDES Permit No. CA 8000316 Western Riverside County Regional Wastewater Treatment Plant MMP Order No.R8-2016-0004

Permit Limits	Coliform			Turbidity	Total Violations	Violations subject to Mandatory Penalties
	7-day median weekly avg. Violations	>23 more than once per month Violations	Daily Maximum Violations	Instantaneous Maximum	Number of Violations	Number of Violations
Month/Year	2.2 MPN/100ml	23 MPN/100ml	240 MPN/100ml	10 NTU		
July - 2013			1		1	0
Oct - 2013		1			1	0
Dec - 2013				1	1	0
Aug - 2014	1				1	1
Sep- 2014		1			1	1
Nov - 2014	1			2	3	3
Dec - 2014	4		1		5	5
Jan - 2015	2	1			3	3
May- 2015	2	1			3	3
June- 2015	1	1	1		3	3
Total Violations	11	5	3	3	22	19

Notes: 1 Violation that occurred in Jul. 2013 and 1 Violation in Oct. 2013 and 1 Violation in Dec. 2013 were exempted pursuant to WC Section 13385(i)(1)(D)(i).

ATTACHMENT B

Supplemental Environmental Project Proposal: "Lower Tequesquite Creek Aquatic Habitat Management Project"

The Santa Ana Water Board Prosecution Team ("Prosecution Team") and the Western Riverside County Regional Wastewater Authority ("Respondent") (collectively "Parties") agree that this resolution includes a supplemental environmental project ("SEP") as provided for as follows:

Definitions

"Cleanup and Abatement Account" is the State Water Pollution Cleanup and Abatement Account.

"Designated Water Board Representative" is the Santa Ana Regional Quality Control Board ("Regional Board") contact for the supplemental environmental project (SEP). The contact information for the representative is as follows:

Najah N. Amin
Santa Ana Regional Water Quality Control Board
3737 Main Street, Suite 500
Riverside, CA 92501
(951) 320-6362
namin@waterboards.ca.gov

"SEP Proponent" is an independent third party with whom the Respondent has contracted or otherwise engaged to implement the SEP.

Administrative Civil Liability

Respondent shall be subject to administrative liability in the total amount of fifty-seven thousand dollars (\$57,000). The administrative civil liability includes a payment, by check, of the costs of a SEP in the amount twenty-eight thousand five hundred dollars (\$28,500). The cost of the SEP ("SEP amount") shall be treated as a Suspended Administrative Civil Liability. The administrative civil liability also includes a payment, by check, of twenty-eight thousand five hundred dollars (\$28,500) to the *State Water Resources Control Board Cleanup and Abatement Account*.

Payment

Payment of the administrative civil liability shall be made in the manner described in Paragraphs 15 and 16 of the Stipulated Order.

Description of SEP

1. **Name of Project**

Lower Tequesquite Creek Aquatic Habitat Management Project

2. **Name of Organization**

Riverside-Corona Resource Conservation District ("RCRCD")
4500 Glenwood Dr.,
Riverside, CA. 92501

3. **Contacts**

Kerwin Russell, Natural Resources Manager russell@rcrcd.org 951-683-7691, ext. 203
Shelli Lamb, District Manager: lamb@rcrcd.org. 951-683-7691, ext. 202, Fax: 951-683-3814 www.rcrcd.org,

4. Project Summary

The objectives of this SEP program would be to restore native habitat fish, birds, and other species inhabiting lower Tequesquite Creek. This includes special status native fish species Santa Ana sucker and Arroyo chub that currently move into Tequesquite Creek from the mainstem Santa Ana River when there is flow to the confluence. This project would provide both habitat restoration, protection, and monitoring of restoration activities within a RCRCO operated conservation easement. This SEP project would include, but not be limited to, the following:

- Remove and control non-native vegetation (ash, palms, fig, castor bean, wild grape, etc.).
- Removal of aquatic predators
- Plant native sycamore, willow and cottonwood trees where appropriate.
- Conduct monthly water quality monitoring at three creek locations.
- Stabilize creek banks in select areas to help reduce erosion during storm events.

The Tequesquite Arroyo is one of the main arroyos within the City of Riverside, with upper portions of the watershed originating in the Box Springs Mountains and Sycamore Canyon Wilderness Park. This drainage covers approximately 40,000 acres, and is a tributary to the Santa Ana River, sub-unit 1.B, and DWR hydrologic unit 1.27. The project area encompasses a conservation easement of approximately 7.5 acres of both city and county lands, with the project area consisting mainly of mixed riparian woodland that has been highly degraded due to homeless activities, exotic plant establishment and impaired hydrologic functions from the combination of flood control activities, trash accumulation and sedimentation. An aerial location map of the creek and project area is attached.

Water sources for the creek are mainly urban runoff and storm flows. Normal flows range between 0.25 cfs up to 1 cfs, depending on the time of year. Flood flows range between 200 and 1,000 cfs. Long-term water quality testing will be conducted during the second phase of the project which is expected to begin in winter of 2015/2016 and will consist of regular exotic fish and amphibian removal, trash control, weeding, supplemental planting, fish habitat enhancement. A permanent supplemental water supply is currently being developed through the Upper Santa Ana River Habitat Conservation Plan (HCP).

The purpose of this SEP is to improve both the quality and function of habitat associated with the creek, primarily for the purposes of native fish refuge and reproduction, however these activities will benefit other species inhabiting the arroyo.

5. Proposed Activities and Methodology:

- a. Remove invasive vegetation (castor bean, arundo, tamarix, tree of heaven). Control wild grape from native tree canopies.
- b. Remove non-native aquatic predators from the creek prior to native fish spawning season to help increase survivorship of natives such as Santa ana sucker and Arroyo chub.
- c. Stabilize the banks to control erosion.
- d. Plant native alders and sycamores, where appropriate, to replace non-native vegetation.

- e. Conduct monthly water quality monitoring at three locations.
- f. Post-project monthly monitoring activities will be completed by RCRCDD staff and include water quality measurements, flow testing, invasive weed control monitoring, and access (illegal ingress) monitoring. A year-end report will document results.

The RCRCDD would lead implementation of the project as they hold the conservation easement on this section of the stream and have extensive experience with this type of habitat restoration and hold the appropriate permits for removal of aquatic predators via electrofishing. RCRCDD will also lead the invasive vegetation removal by managing hand crews experienced in weed eradication in southern California stream systems.



Figure 1. Future removal of castor bean regrowth and other exotic plants.



Figure 2. RCRCDD staff conducting non-native vegetation removal and water quality monitoring.

Map of Arroyo Tequesquite Creek, Riverside, CA



Project Area Proposed for SEP Work



6. Project Partners

Riverside-Corona Resource Conservation District ("RCRCD")
Kerwin Russell, Natural Resources Manager russell@rcrcd.org 951-683-7691, ext. 203
Shelli Lamb, District manager: lamb@rcrcd.org. 951-683-7691, ext. 202, Fax: 951-683-3814 www.rcrcd.org, 4500 Glenwood Dr., Riverside, CA. 92501

7. Project Goals

The proposed project benefits the affected watershed by improving habitat conditions in a tributary to the Santa Ana River. Benefitting species include native special status fish species, the Santa Ana sucker and Arroyo chub, by reducing aquatic predators prior to spawning season. Additionally, active replacement of non-native vegetation with natives will improve the quality of riparian habitat and creek conditions to the benefit of native birds and terrestrial species that inhabit Arroyo Tequesquite. The water quality and vegetation establishment will be monitored on a regular basis to ensure long-term improvement in the function of the habitat in the lower reach of the creek.

8. Project Schedule

January 2016 – March 2017

Tasks	Due Dates
Task 1: Identify, remove, and control non-native plants including wild grape from tree canopies.	January 2016 – April 2016
Task 2: Non-native aquatic predator control via electroshocking	February or March 2016
Task 3: Modify creek slopes for erosion control	Fall 2016
Task 4: Plant native trees	Fall 2016
Task 5: Water Quality Testing	March 2017
Task 6: Provide written reports on project results	March 2017

9. Budget : \$28,500

Tasks	Cost
Task 1: Identify, remove, and control non-native plants including wild grape	\$ 9,000
Task 2: Half-day non-native aquatic predator control (electroshocking team)	\$ 2,000
Task 3: Modify creek banks for erosion control	\$ 5,000
Task 4: Plant native trees	\$ 1,500
Task 5: Water Quality Testing	\$ 5,000
Task 6 Provide written reports on project results	\$ 1,500
Project Management and Administration	\$ 4,000
SUBTOTAL	\$ 28,000
Contingency (chemicals, additional hand tools, etc.)	\$ 500
PROJECT TOTAL	\$ 28,500

10. Nexus:

The proposed project benefits the affected watershed by improving habitat conditions in a tributary to the Santa Ana River. Benefitting species include native special status fish species, the Santa Ana sucker and Arroyo chub, by reducing aquatic predators prior to spawning season. Additionally, active replacement of non-native vegetation with natives will improve the quality of riparian habitat and creek conditions to the benefit of native birds and terrestrial species that inhabit Arroyo Tequesquite. The water quality and vegetation establishment will be monitored on a regular basis to ensure long-term improvement in the function of the habitat in the lower reach of the creek.

Representations and Agreements Regarding SEP

As a material consideration for the Santa Ana Regional Water Quality Control Board's ("Regional Board") acceptance of this Stipulated Order, the RCRC ("SEP Proponent") represents that it will

utilize the funds provided to it by Respondent to implement the SEP in accordance with the Project Schedule. Respondent understands that its promise to oversee the implementation of the SEP, in its entirety and in accordance with the Project Schedule, is a material condition of this settlement of liability between Respondent and the Regional Board. Respondent agrees that the Regional Board has the right to require SEP Proponent to implement the SEP in accordance with the terms of this Stipulated Order if it has received funds for that purpose from Respondent. The SEP Proponent agree to submit to the jurisdiction of the Regional Board to enforce the terms of this Stipulated Order and the implementation of the SEP.

A Memorandum of Agreement, or similar vehicle, between Respondent and the SEP Proponent details the respective obligations and responsibilities of Respondent and the SEP Proponent. The primary responsibility of Respondent will be to provide twenty-eight thousand five hundred dollars (\$28,500) to the SEP Proponent for completion of the SEP Project. Respondent will be tracking the progress of the SEP Project in order to determine that target dates will be met. A copy of the Memorandum of Agreement has been provided to the Regional Board and is attached hereto as Attachment C.

Publicity

Wherever the Respondent or its subcontractors or agents or the SEP proponent or its agents or subcontractors publicizes one or more elements of the SEP project, they shall state in a **prominent manner** that the project is being undertaken as part of the settlement of an enforcement action by the Regional Board against the Respondent.

Staff Costs

Regional Board staff does not anticipate any staff oversight costs for the proposed SEP.

Submittal of Progress Reports

Respondent shall ensure that quarterly progress reports are provided to the Designated Regional Board Representative; the first quarterly report is due on: April 15, 2016.

SEP Program Audit

The SEP Proponent shall allow Regional Board staff to audit the SEP project during normal business hours.

Completion Report

After completion of the SEP Project, Respondent shall ensure that a report by responsible officials representing the SEP Proponent are submitted, under penalty of perjury, to the Regional Board and the Division of Financial Assistance of the State Water Board, declaring the completion of the SEP Project and addressing how the expected outcomes or performance standards for the project were met.

Accounting Certification

Respondent shall provide the Regional Board with a final, certified, post-project accounting of expenditures unless the Regional Board determines that such an audit is unduly onerous and the Regional Board has other means to verify expenditures of work. That final accounting must be paid for by Respondent and performed by an independent third-party acceptable to the Regional Board.

Regional Board's Acceptance of Completed SEP

Upon Respondent's satisfaction of its obligations under this Order, the completion of the SEP and any audits, the Designated Regional Board Representative, shall request that the Executive Officer issue a "Satisfaction of SEP Letter." The issuance of the Satisfaction of SEP Letter shall terminate

any further obligations of the SEP Proponent and the Respondent under this Order.

Failure to Expend All Suspended Liability on the Approved SEP Project

In the event that Respondent is not able to demonstrate to the reasonable satisfaction of the Regional Board staff that it or the SEP Proponent has spent the entire SEP Amount for the completed SEP, the Respondent shall pay, the difference between the SEP funds and the actual amount expended, to the State Water Resources Control Board.

Failure to Complete the SEP

If the SEP is not fully implemented as per the Project Schedule or there has been a material failure to satisfy a Milestone Requirement, if applicable, the Designated Regional Board Representative shall issue a Notice of Violation to Respondent. As a consequence, Respondent shall be liable to pay the entire SEP funds or, some portion thereof less the value of the completion of any Milestone Requirements, if applicable. Unless otherwise ordered, Respondent shall not be entitled to any credit, offset, or reimbursement from the Regional Board for expenditures made on the SEP prior to the date of the "Notice of Violation" by the Designated Regional Board Representative. The amount of the SEP funds owed shall be determined via a "Motion for Payment of SEP Funds" before the Regional Board. Upon a determination by the Regional Board of the amount of the SEP funds, the amount owed shall be paid to the State Water Resources Control Board within thirty (30) days after the service of the Regional Board's determination. In addition, the SEP Proponent shall be liable for the Regional Board's reasonable costs of enforcement, including but not limited to legal costs and expert witness fees. Payment of the suspended liability amount will satisfy the SEP Proponent's obligations to implement the SEP.

ATTACHMENT C

Memorandum of Understanding

This shall serve as a Memorandum of Understanding by and between the Riverside-Corona Resource Conservation District ("RCRCD" or "SEP Proponent") and the Western Riverside County Regional Wastewater Authority ("Authority") for the Supplemental Environmental Project "Lower Tequesquite Creek Aquatic Habitat Management Project."

The RCRCD commits to receive funding and serve as the implementing party for the Lower Tequesquite Creek Aquatic Habitat Management Project, as detailed in the Settlement Agreement and Stipulated Order. The RCRCD will use the SEP funds of twenty-eight thousand five hundred dollars (\$28,500) in accordance with the terms of Santa Ana Regional Water Quality Control Board Order No. R8-2016-0004. The RCRCD will maintain documentation of SEP expenditures on the Quantification of Effectiveness of Treatment Wetlands in the Lower Tequesquite Creek Aquatic Habitat Management Project and will provide that documentation to the Authority or the Santa Ana Regional Water Quality Control Board upon request..

Agree:

SEP PROPONENT

DISCHARGER



Signature



Signature

President

TITLE

Administrator - WRCRWA

TITLE

12-15-15

Date

2-17-16

Date

ATTACHMENT D

State of California
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION (Region 8)

SUPPLEMENTAL ENVIRONMENTAL PROJECT (SEP)
Certificate of Completion

The following certification is provided by the SEP Proponent as proof of completion of the SEP project described below.

Project Proponent: _____

Contact Person: _____

Phone: _____ E-Mail _____

Name of Project: _____

Project Summary: (you may attach a final project report or additional sheets for project summary)

Date Project Started: _____

Date of Completion: _____

SEP Money Allocated for the Project: _____

Enforcement Order No. and Name of Discharger: _____

Date the Amount Was Sent to Project Proponent: _____

Total Project Cost (including funds from other sources): \$ _____

How was the SEP Fund Used for This Project?

Overhead/Management	\$ _____
Design/Consultation	\$ _____
Construction/Implementation	\$ _____
Lab and analytical costs	\$ _____
Other expenses (explain)	\$ _____

Total Project Cost (SEP \$ only) \$ _____

On behalf of the Project Proponent receiving SEP funding, I certify that the entire amount of the SEP funding received has been used for the project as indicated above. I also certify that the portion of the project for which this SEP funding was earmarked has been completed. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

SIGNATURE: _____ **Date:** _____

Name: _____ **Position:** _____

(If a final copy of the report of the project is available, include a copy with this certification; provide copies of receipts, invoices, etc. to substantiate the expenses.)